

STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-84-199

PAUL MERCER,)
COMMISSIONER OF)
ENVIRONMENTAL PROTECTION,)
)
Plaintiff)
)
v.)
)
UNION CHEMICAL COMPANY,)
a Maine corporation,)
)
Defendant)

ORDER

Pursuant to paragraph 6 of this Court's Order of June 5, 1986, this Court appointed Plaintiff Commissioner of the Maine Department of Environmental Protection ("Commissioner") as Receiver for certain real property ("Property") located in the Town of South Hope, Maine that had been contaminated by Union Chemical Company during its business operations. The Property is described in the deed attached hereto and incorporated herein as Exhibit A. The Court appointed the "Commissioner as Receiver for the limited purpose of completing the cleanup of the site [Property]," and ordered the putative owners of the Property, the Town and Union Chemical Company, to "convey to the Commissioner as receiver all lots owned by either the Town or Union Chemical that make up the Site." *Id.* This transfer occurred and the Commissioner now holds the deed to the Property in his capacity as Receiver.

The Commissioner has fulfilled the purposes of the receivership by overseeing the cleanup of the Property within practicable limits. Now, the Commissioner, as Receiver, has moved this Court for an order authorizing that the Property be marketed for sale under the direction of the Maine Department of Administrative and Financial Services ("DAFS") and

employing its usual processes for the sale of public property. Any proceeds from sale of the Property must first reimburse the administrative expenses for the marketing and sale of the Property to DAFS, Bureau of Real Estate Management capital repair and improvement account for capital improvements, and any remaining proceeds from the sale of the Property will be deposited in the Maine Uncontrolled Sites Fund, established by statute at 38 M.R.S. § 1364(6).

The Commissioner's motion is hereby GRANTED, and the Commissioner is authorized to market and sell the Property, with assistance from DAFS. Upon sale of the Property, the Commissioner shall, within 60 days of closing, file a motion to terminate the receivership, which motion includes a final accounting. Until such time as the Property is sold, the Commissioner shall file an annual status report with the Court, by December 31 of each year, addressing the status of the Property, describing on-going efforts to effect its disposition, and including recommendations for final resolution of this matter.

This Court retains jurisdiction of this matter for the purpose of enabling the Commissioner to apply to this Court for further orders as appropriate.

Dated: 3/19/18


JUSTICE, Superior Court

#111 E COPY

Know all Men by these Presents,

That THE INHABITANTS OF THE TOWN OF HOPE, a body corporate located at Hope in the County of Knox and State of Maine,

in consideration of One Dollar and Other Valuable Considerations

paid by KENNETH C. YOUNG, JR., in his capacity as Commissioner of Environmental Protection for the State of Maine,

whose mailing address is

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said KENNETH C. YOUNG, JR., in his said capacity,

his successors
/kels and assigns forever,

a certain lot or parcel of land with the buildings thereon, situated in Hope, in the County of Knox and State of Maine, bounded and described as follows:

BEGINNING at an iron bolt at the southerly side of the highway leading past these premises, and opposite the barn of K. P. Fish; thence southerly and a little easterly from a right angle with said highway six rods and ten feet to an iron stake driven into the ground; thence easterly six rods and one foot to stake and stones; thence northerly five and one-half rods to an iron bolt driven into the ground at the side of said highway; thence westerly by said highway six rods and twelve and one-half feet to the place of beginning; being the same land and buildings conveyed to Ray P. Feraci by John S. McCormick, Jr. as recorded in the Knox Registry of Deeds, Book 454, page 371. Reference is also made to deed recorded in Knox Registry of Deeds, Book 456, Page 259, by which said land and buildings was conveyed by Ray P. Feraci to Raymond G. Esposito.

For further reference see deed from Raymond G. Esposito to Union Chemical Co., Inc., dated October 24, 1969, and recorded in the Knox Registry of Deeds at Book 497, Page 104.

ALSO, another certain lot or parcel of land with buildings thereon, situated in South Hope in the Town of Hope, County of Knox and State of Maine, bounded and described as follows, to wit:

BEGINNING on the road that leads from Union by South Hope to West Rockport, now known as Highway Route #17, at the bridge near the so-called Meeting House now occupied by Union Chemical Co., Inc; thence in a

WESTERLY course along said highway route #17 to the former Achorn corner front of the Manley store, now the northeast corner of land of Henry and Dorothy Hastings, formerly of U. G. Merrifield; thence in a

SOUTHERLY course one hundred ninety feet (190') more or less along the easterly boundary of said Hastings lot to its southeast corner at other land of Katharene Larner and Arthur Larner, now or formerly, known as the George W. Leach 43-acre parcel, said course being marked by a stonewall and by trees blazed with orange paint, and said corner being marked by an old iron post painted orange; thence

SOUTHEASTERLY along the northern boundary of said Leach 43-acre parcel, marked by remnants of an old wire fence and by trees blazed with orange paint, to land now or formerly of Halsey Payson at the old, original corner where the northeast corner of said 43-acre Leach parcel, the northwest corner of said Halsey Payson's land, the southwest corner of land formerly of Basil Brown, now of Carolie Lerner and known as the Mink lot, and the southeast corner of the parcel herein conveyed all meet and which is marked by an iron bolt painted orange; thence in a

NORTHEASTERLY course along said land of Carolie Lerner to the brook, said course being marked by trees blazed with orange paint; thence continuing

NORTHEASTERLY along said brook to highway route #17 and the point of beginning; containing fifteen (15) acres, more or less.

EXCEPTING AND RESERVING from the above-described premises the so-called Meeting House lot as recorded in Knox Registry of Deeds in Book 497, Page 104, and the so-called Merrifield lot as recorded in said Registry Book 262, Page 521.

ALSO EXCEPTING AND RESERVING a sixteen (16) foot wide strip along the course of the old, established ways and woodroads on and across the conveyed parcel which begin at the southerly boundary of the said Meeting House lot and are a continuation of the old north-south right of way roadway across the westerly side of said Meeting House lot; said ways and woodroads may be extended on either side as they now run to a total width of sixteen (16) feet. Said ways and woodroads are further described as follows: BEGINNING at the southerly end of the right of way across said Meeting House lot, seven rods, more or less, from the edge of highway route #17, and continuing to a fork; thence southerly along the westerly branch thereof to other land of Katharene Lerner and Arthur Lerner, now or formerly, known as the 43-acre Leach parcel, and southerly along the easterly branch of said fork to a second fork; thence continuing southerly along the easterly branch of second fork aforesaid to land of Carolie Lerner, and southerly along the westerly branch of said second fork to other land of the said Larners known as the 43-acre Leach parcel.

Also conveying to Grantee, their successors and assigns, the right to the use of said ways and woodroads for passage by men and machines, subject to the following conditions:

1. No portion of said ways and woodroads shall be obstructed or blocked or interfered with at any time.
2. Grantor shall not be obligated to clear or maintain said ways and woodroads for the benefit of Grantee, their successors or assigns, but Grantee may clear and maintain them for their own use provided such clearing or maintenance improves said ways and woodroads and does not hinder passage by men and machines and animals over them at any time.
3. Any damage or injury or obstruction to said ways and woodroads caused or permitted by Grantee, its agents, employees, successors or assigns is to be corrected at Grantee's expense without delay.
4. No interference with the use of said ways and woodroads or with the right of way across the said Meeting House lot in any manner whatever by Grantee, its agents, employees, successors or assigns, shall be caused or permitted by it or them.

Any breach of the above conditions shall terminate the right of these Grantees, its successors or assigns, to use said woodroads and ways.

The premises herein described are conveyed subject to the condition that the Grantee, its agents, employees, successors, or assigns shall at all times prevent any discharge, flow, or seepage of any waste onto land of Carolie Lerner above referred to, other land of the said Lerner, their heirs and assigns, or

into the brook which is part of the easterly boundary of the conveyed parcel.

Reference is made to deed of Helen Fogler et als to William B. Fish, recorded in Knox Registry of Deeds Book 161, Page 57, the will of William B. Fish at Knox Probate Court as part of the Probate of the estate of William B. Fish, and deeds of Annie Escancy and Harriet Metcalf to Katharene Larner for Larners' chain of title.

Also see deed from Katharene Larner and Arthur Larner to Union Chemical Co., Inc., dated March 30, 1974, and recorded in the Knox Registry of Deeds at Book 567, Page 218.

ALSO another certain lot or parcel of land with the buildings thereon situated in Hope in the County of Knox and State of Maine, and being the same premises conveyed by Edith D. Collins et al to Union Chemical Company by deed dated September 9, 1974, and recorded in Knox County Registry of Deeds, Book 584, Page 339.

To have and to hold the same, together with all the privileges and appurtenances

thereunto belonging, to the said Kenneth C. Young, Jr., in his said capacity,

his successors
/ ~~and~~ assigns forever.

In Witness Whereof, the said Inhabitants of the Town of Hope, have caused this instrument to be sealed with its corporate seal and signed in its corporate name by

and its Selectmen thereunto duly authorized,

husband/wife of the said

XXXXXX
XXXXXX this 21st
day of the month of August, A.D. 1986.

Signed, Sealed and Delivered
in presence of

Florence A. Merrifield *John A. Blanchard*
Florence A. Merrifield *Julie M. Jones*
Florence A. Merrifield *Louis W. Merrifield*

State of Maine, County of Knox ss. August 21, 1986.

Then personally appeared the above named *John A. Blanchard, Julie M. Jones and Louis W. Merrifield*
and acknowledged the foregoing instrument to be *their* free act and deed.

Before me,
Florence A. Merrifield
Florence A. Merrifield, Notary Public