

## **FINANCE COMMITTEE MEETING**

Monday, October 17, 2011

5:30 p.m.

Hampden Town Office

1. Review Minutes of 10/3/2011
2. Review & Signature of Warrants
3. Old Business
  - a. Code of Ethics/Council Rules Review
  - b. Personnel Handbook
4. New Business
  - a. Carole & Aubrey Hoyle – Request to Purchase Map 9, Lot 66
  - b. Offer for Lot #5, Hampden Business Park – Executive Session pursuant to Title 1, §405(6)(C)
5. Public Comment
6. Committee Member Comments

## FINANCE COMMITTEE MEETING MINUTES

Monday, October 3, 2011

### Attending:

Mayor Janet Hughes	Councilor Andre Cushing
Councilor Tom Brann	Councilor William Shakespeare
Councilor Jean Lawlis	
Councilor Kristen Hornbrook	

1. Review Minutes of 9/19/2011 – The minutes were reviewed and approved by consensus.
2. Review & Signature of Warrants – Committee members reviewed and signed the payment warrants.
3. Old Business
  - a. Code of Ethics/Council Rules Review – Mayor Hughes provided a draft of the Code of Ethics for review by the Committee incorporating changes that had been suggested as part of earlier meetings and using language from Codes of Ethics from other communities (copy attached). There was discussion as to whether there should be a standing Board of Ethics, an assembled-as-needed Board of Ethics, or no Board of Ethics. There was also concern expressed over the language still presented in the political activities section of the Code. Committee members were asked to review the draft and be prepared to discuss it at the 10/17/2011 Finance Committee Meeting.

Also mentioned under this item was the need for a policy on email use and how the Freedom of Information act related to email.
  - b. Personnel Handbook – This item was postponed until 10-17 due to lack of time.
  - c. Comp Plan Costs – Councilor Hornbrook – The Town Manager presented the information supplied by the Town attorney in response to questions regarding funding for the comp plan. According to the Town Attorney, the Host Community Benefit account was authorized in a vote in 2006, but the \$35,000 limit authorized in a separate motion has been exceeded by \$5,479.68. Motion by Councilor Brann, seconded by Councilor Lawlis to recommend to the full council that the expenditures over the \$35,000 limit be paid from Host Community Benefit. Vote 5-1 (Hornbrook).

#### 4. New Business

- a. Penquis Funding Request – The Town Manager explained that Penquis had contacted the Town about providing a letter to them in regard to funding of a CAST program at Hampden Academy. The request was for \$20,000, and Penquis understood that there was no budget for such an expenditure, however, they needed a formal letter from the Town turning down the request in order to apply for a grant for the program. Motion by Councilor Shakespeare, seconded by Councilor Brann to recommend to the full council that the funding request from Penquis be denied. Vote 6-0.

#### 5. Public Comment –

Alex King expressed concern over the Council decision to consider Outside Agency funding at the time of the next budget. He indicated that he would begin a referendum process if necessary in order to have this subject addressed prior to the budget consideration. Some committee members indicated that they were willing to discuss this subject prior to budget. This subject will be put back on the Finance Committee agenda for further consideration.

Jeremy Williams suggested not using email for any confidential documents to avoid potential problems with such information becoming part of the public record. He suggested providing such documents in writing to Councilors clearly marked as confidential.

#### 6. Committee Member Comments

Councilor Shakespeare noted that some of the lights in the parking lot were not functional, and some of the lights in the Council Chambers were not functional as well.

Councilor Cushing stated that he listens to constituents concerns but it is not always possible to vote the way a specific individual wants, that he has to consider the impact and fairness to all residents.

Councilor Lawlis stated that she would be willing to discuss the Outside Agencies subject again and develop a more standardized way of handling such requests.

Respectfully submitted,

Susan Lessard  
Town Manager

The Town of Hampden hereby ordains:

**TOWN OF HAMPDEN**  
**Code of Ethics**

**Section 1. Declaration of Policy.** The proper operation of democratic government requires that Town Councilors and their appointees be fair, impartial and responsive to the needs of the people and each other in the performance of their respective functions and duties; that decisions and policy be made in proper channels of the Town's governmental structure; that public office not be used for personal gain; and that such Councilors and their appointees maintain a standard of conduct that will inspire public confidence in the integrity of the Town's government. In recognition of these goals, a Code of Ethics is hereby established for all Town Employees, Town Councilors and all members and associate members of any Board or Committee appointed by the Council. This Code of Ethics is not intended to deny Council members nor Board or Committee members their constitutional rights nor violate their civil rights.

**Section 2. Definitions.** As used in this Ordinance, the following terms shall have the meanings indicated.

*Business: Any corporation, partnership, individual, sole proprietorship, joint venture, or any other legally recognized entity, organized for the purposes of making profit.*

*Board Member: Any person elected to membership or associate membership on a Town board or appointed to such a board by or under the authority of the Town Council.*

*Censure: a judgment or resolution condemning a person for misconduct.*

**Confidential Information:** any information, oral or written, which comes to the attention of, or is available to, a town official only because of his or her position with the Town and which is not a matter of public record. Information received or discussed during an executive session called pursuant to 1 M.R.S.A. 405 et seq. shall be considered confidential information, and shall not be disclosed to any third party unless permitted by affirmative vote of the body which held the executive session.

**Council Appointee** – any *sworn* member or associate member of any board or committee appointed by the Town Council including but not limited to appointed Board members, Committee members, and Commission members.

*Financial Interest: a direct or indirect interest having monetary or pecuniary value, including but not limited to the ownership of stock.*

*Immediate Family* – Spouse, children, parents, brothers, and sisters. This includes family members related by marriage and adoption.

**Special Interest:** A direct or indirect interest having value peculiar to a certain individual or group, whether economic or otherwise, which value may accrue to such individual or group as a result of the passage or denial of any order, ordinance or resolution or the approval or disapproval thereof, by the Town Council or their appointees, and which interest is not shared by the general public.

**Town Councilor:** Sworn member of the Hampden Town Council

**Town Employee:** Any individual working for, on a permanent or temporary basis, and drawing a salary, wages or stipend from the Town of Hampden. The term "Town employee" shall not include consultants or professional personnel providing services to the Town as independent contractors under a written professional services contract or other similar engagement.

**Town Official:** An employee of the Town or a member of the Town Council or any appointed committee, board or commission of the Town.

### **Sec 3. Standard of Conduct:**

The purpose of this Code of Ethics is to establish standard of conduct for all Town Councilors by setting forth those acts or actions deemed to be in conflict or incompatible, or to create the appearance of conflict or incompatibility, with the best interests of the Town of Hampden.

**3.1 Statutory Standards:** There are certain provisions of the general statutes of the State of Maine, which should, while not set forth herein, be considered an integral part of this Ordinance. Accordingly, the provisions of the following sections of the general statutes of the State of Maine, as may be amended, are hereby incorporated by reference and made a part of this Code of Ethics, and shall apply to all Town Councilors of the Town of Hampden whenever applicable, as if more fully set forth herein, to wit:

**TOM** *Russell*

**3.2 Conflicts of Interest:** No Town Councilor or Town Council Appointee shall participate directly or indirectly by means of deliberation, voting, approval or disapproval, or recommendation, or otherwise take part in the decision making process, on any agenda item before the body of which he or she is a member if he or she, or a member of his or her immediate family, has a financial or special interest, other than that possessed by the public generally, in such purchase, award, or approval, held by:

**3.2.1** The Town Councilor or a member of their immediate family; or

3.2.2 A business in which the Town Councilor or a member of their immediate family serves as an officer, director, trustee, partner or employee in a supervisory or management position; or

3.2.3 Any other person or business with whom the Town Councilor or a member of their immediate family are in business or are negotiating, or have an arrangement concerning future employment.

No Town Councilor or Town Council Appointee shall participate directly or indirectly by means of deliberation, approval or disapproval, or recommendation of an application, purchase, contract, or other....., or in the decision to hire, promote, discipline, lay off or to take any other personnel action in respect to any applicant for employment or employee, where said applicant or employee is:

- A member of their immediate family; or
- A person with whom either the Town Councilor or Town Council Appointee of his/her immediate family are in business.

3.3 **Disclosure of Confidential Information:** No Town Councilor or Council appointee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Town, nor shall he or she use such information to advance the financial or private interest of him or herself or others. For purposes of this subsection, the term "confidential information" shall mean any information, oral or written, which comes to the attention of, or is available to, such Town Councilor or Council appointee only because of his or her position with the Town, and is not a matter of public record. Information received and discussed during an executive session of the Hampden Town Council or any Town Board, Committee, or Commission shall be considered within the constraints of this section, and shall not be disclosed to any third party unless permitted by affirmative vote of such body.

3.4 **Gifts and Favors:** No Town Employee, Town Councilor, or Town Council Appointee shall accept any gift, favor or thing of value, whether in the form of service, loan, thing or promise, from any person or business which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the Town; nor shall any Town Employee, Town Councilor, or Town Council Appointee: 1) accept any gift, favor or thing of value that tends to influence that individual in the discharge of his or her official service or thing of value; 2) grant in the discharge of his or her official duties any improper favor, service or thing of value.

3.5 **Use of Town Property:** No Town Councilor or Council Appointee shall use, or permit the use of, any Town-owned property including, but not limited to, motor vehicles, equipment and buildings, for any private purposes. Nothing herein shall

prohibit the use of Town buildings and equipment at rates and/or on terms as may be established for the public at large.

### 3.6 Conflicts of Interest

- A) **Deliberation and Vote Prohibited.** No Town Councilor or Town Council Appointee shall, in such capacity with the Town, participate in the deliberation or vote, or otherwise take part in the decision making process, on any agenda item before the body of which he or she is a member if he or she, or a member of his or her immediate family, has a financial or special interest, other than an interest held by the public generally.
- B) **Disclosure of Conflict.** Any Town Councilor or Town Council Appointee who believes he or she has a financial or special interest, other than an interest held by the public generally, in any agenda item before the body on which he or she serves shall disclose the nature and extent of such interest, and the Town Clerk or his or her designee shall make a record of such disclosure. Such disclosure shall be made no later than the date of the first meeting of the Town Council, Committee, Board, or Commission at which the agenda item concerned is to be taking up for consideration, recommendation, discussion or vote and at which the Town Councilor or Town Council Appointee is present. Additionally, any Town Councilor or Town Council Appointee who believes that any fellow Town Councilor or Town Council Appointee, or a member of such fellow Town Councilor's or Town Council appointee's immediate family, has a financial or special interest, other than an interest held by the public generally, in any agenda item before his or her collective body shall disclose the nature and extent of such agenda item before his or her collective body shall disclose the nature and extent of such interest, and the Town Clerk or his or her designee shall make a record of such disclosure.
- C) **Determination of Conflict.** In the event that a conflict has been raised relative to an individual Town Councilor or Town Council Appointee, and disclosure has been made as described above, such individual's fellow Town Councilors or Town Council Appointee's shall review the facts as disclosed to them and shall vote on whether or not such individual has a financial or special interest with respect to the agenda item concerned. All conflict of interest questions relating to a particular agenda item shall be resolved prior to any consideration of the item concerned, and each Town Councilor or Town Council Appointee present shall be entitled to vote on all conflict of interest questions except those questions pertaining to that individual councilor's, appointee's alleged conflict of interest.
- a) **All votes of conflicts of interest questions shall be recorded.** A majority vote shall determine the question; but a vote by Boards, Committees, and Commissions <sup>a</sup>may later be reviewed by Town Council upon the Town Council's consideration of the same agenda item.

↓  
may

b) Upon determination that a conflict of interest in fact exists, the Town Councilor or Town Council Appointee concerned shall be excused from participating in discussion, deliberation or vote on the relevant agenda item.

c) In lieu of the vote required by this subsection, the Town Council, Committee, Board, or Commission, upon motion and by majority vote, may defer the conflict of interest question in order to require further information not immediately available or may require confirmation of information disclosed, so that consideration of the relevant agenda item shall be postponed to a more appropriate time.

OR

c) In lieu of the vote required by this subsection, the Town Council, upon motion and by majority vote may refer the conflict of interest question to the Board of Ethics in accordance with Section \_\_\_\_\_ of this ordinance, or may table its consideration of the relevant agenda item. In the event a majority of the Town Council, Board, or Commission concerned, or Committee thereof, shall require disclosure of further information not immediately available, or shall require confirmation of the information disclosed, consideration of the relevant agenda item shall be postponed to an appropriate time.

d) **Avoidance of Appearance of Conflict:** To avoid the appearance of a violation of this Section, once any individual town councilor, committee member, board member or commission member is determined to have a conflict of interest in respect to any agenda item and once all conflicts of interest questions relating to the agenda item concerned have been determined as provided in Subsection C above, *said individual shall not participate in the consideration or discussion of the agenda item on which he or she has a conflict.* Bangor: "said individual shall immediately remove him or herself from the meeting room or to the area of the room occupied by the general public. He or she shall not return to his or her regular seat as a member of the body until deliberation and action on the item is completed." Nothing herein shall require an individual councilor, committee member, board member or commission member to remove himself or herself for any item contained on a consent agenda on which there is no deliberation, the individual's conflict has been determined by other members and the right to abstain from voting on the item has been granted.

e) **Personal Interest.** Nothing herein shall be construed to prohibit any Town Councilor or Town Council Appointee from representing his own personal interest by appearing before his or her collective body on any

such agenda item, as long as the representation occurs in the area of the meeting room occupied by applicants or members of the general public.

**3.7 Disclosure Statement.** Within fifteen (15) days after each annual municipal election every Town Councilor shall file a completed disclosure form with the Town Clerk. Within thirty (30) days after his or her appointment, every Town Council Appointee shall file a completed disclosure form with the Town Clerk.....(See City of Bangor) Do we want this?

**Section 4. Political Activities** No Town Employee, Town Councilor, or Town Council Appointee shall participate in any political activity which would be in conflict or incompatible with the performance of his or her official functions and duties of the Town. In conjunction therewith, no Town Employee, Town Councilor, or Town Council Appointee may use his or her official authority or position for the purposes of influencing or interfering with or affecting the results of any election for public office, nor shall he or she solicit funds or contributions or accept or receive funds or contributions from Town Employees for political purposes. No Town Councilor or Town Council Appointee may distribute handbills or pamphlets while he or she is performing official functions or duties on behalf of the Town, unless such distribution has been authorized by the body of which he or she is a member. Nothing herein shall be construed to prohibit any Town Employee, Town Councilor, or Town Council Appointee from participating in the political process in their private capacity as candidates for elected office or as private citizens.

**Section 5 Incompatible Employment or Office.** No Town Employee, Town Councilor, or Town Council Appointee shall occupy any other office, elected or appointed, in an other governmental entity when the duties of such office are incompatible with the proper discharge of his or her official duties with the Town. For purposes of this section, the occupancy of any office, elected or appointed, with any other governmental entity by any Town Council or Town Council Appointee is hereby prohibited in the following circumstances:

- A. Where the duties of the other office make it a physical impossibility to discharge the duties of the Town position; or
- B. Where one office is subordinate to the other; or
- C. Where one office carries the power of removal of the other; or
- D. Where the occupancy of both offices is prohibited by the Town Charter or by other provisions of law.

**Section 6 Violations of Ethical Standards by Councilors:** When any Councilor believes there has been a breach of the ethical standards set forth herein by another Town Councilor, he or she may ask to enter executive session for purposes of informal discussing and resolving an ethical issue. During such session, the Councilor shall specify which area(s) of the ordinance he or she feels have been breached and by whom. After discussion among all Councilors, the Council shall leave executive session, and the

Council may proceed with formal action only by majority vote of the Councilors not so named in the preliminary resolution as described in the Town Charter.

- 6.1 The Council may elect to give written warning in lieu of the provision for removal from office detailed in the Town Charter.
- 6.2 All procedures under this section shall be in accord with due process requirements, including, but not limited to, a right to notice and hearing.

### MECHANIC FALLS

**Section 7 Ethical Standards for Employees:** See Mechanic Falls...refer to personnel policy?

**Section 8. Specific Standards of Conduct of Town Employees:**

**Section 9 Ethics in Contracting.** The provisions of this Subsection shall apply to all persons doing business with the Town of Hampden as vendors, suppliers and contractors submitting bids or proposal in response to a Town solicitation or advertisement. **SEE BANGOR**

**Section 10 Personnel Matters.** No Town Councilor or Town Council Appointee shall participate, by means of deliberation, approval or disapproval or recommendation in the decision to hire, promote, discipline, and lay off or to take any other personnel action in respect to any applicant for town employment or town employee where said applicant or employee is:

- a) A member of the councilor's or council appointee's immediate family; or
- b) A person with whom either the council or council appointee's of his or her immediate family is in business.

### Section 11 Board of Ethics

Consider Bangor

Consider No Board of Ethics – Mechanic Falls      AND

Consider Legal Opinion from Town Attorney by majority Council vote

**Section 12 Penalties for Town Council or Town Council Appointees.** Any person who violates a provision of this Ordinance shall be subject to a civil penalty of not less than \$100.00 and not more than \$500.00 for each offense, which civil penalty shall inure to the benefit of the Town. In addition, violation of this Ordinance shall constitute cause

for censure by the body of which the person is a member, CHANGE TO COUNCIL after notice and hearing conducted by that body.

**OR BANGOR (BELOW)**

**Penalties.** Violations of the Code shall be punishable by civil fine as ..... In addition to any other penalties or remedies as may be provided by law, violation of this Code shall constitute cause for censure, after notice and hearing conducted by the Town Council. A majority of the Town Council shall conduct such proceedings. A violation of this Code by a Town Employee shall also constitute proper grounds for dismissal or other disciplinary action as provided in the Town's Personnel Rules and Regulations.

**Separability.** If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be invalid or unconstitutional, such validity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Code.

September 29, 2011

Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

ATTN: Susan Lessard, Town Manager

Dear Susan:

Aubrey and I were in the town office on Monday, August 22, 2011 and discussed the property (Map Lot 09-0-066) across the street from our property (map Lot 67A & 67 B) all located on the Papermill Road in Hampden, ME.

To help eliminate any confusion because there have been several deeds over the years the first purchasers of land were John and Edith Perry in 1979. The very first purchase included lots 67a and 66. There was another purchase later the same year, which added lot 67b in a separate deed.

As part of the Perry's divorce Edith ended up with all three lots. Edith in turn sold parcel one (lot 67a) and did not sell parcel 2 (lot 66) of the original deed. Edith did however sell a second piece of property at the same time that was not mentioned in original deed which was lot 67b.

Carole and I would like to return lot 66 basically back to how it was originally purchased to reduce any confusion in the future to our deed.

We realize that Edith no longer has the property and would appreciate your help in this matter.

Deeds attached to corroborate statements mentioned above are:  
John and Edith Perry's first land purchase and Edith's sale of property to Roger and Patricia Cochran.

Aubrey & Carole Hoyle

*Carole Hoyle*  
*Aubrey Hoyle*

**Town of Hampden  
Tax Information Sheet  
As of: 08/29/2011**

**Account:** 1194                      **Name:** TOWN OF HAMPDEN

**Location:** PAPERMILL RD & STREAM & RR

**Map and Lot:** 09-0-066                      **Sale Date:**

**Deed Reference:** B3036P289                      **Sale Price:**

<b>Land:</b>	100	<b>Total Acres:</b>	0.5
<b>Building:</b>	0	<b>Tree Growth:</b>	Soft : 0 Mixed : 0 Hard : 0
<b>Exempt</b>	100	<b>Farmland:</b>	
<b>Total:</b>	<u>0</u>	<b>Open Space:</b>	
<b>Exempt Codes:</b>	<b>Amount</b>	<b>Zoning:</b>	13 - Rural
43 - Municipal/County	<u>100</u>	<b>SFLA:</b>	0

	<b>Amount</b>	<b>Mill Rate</b>
<b>Last Billed : 2012-1</b>	00.00	15.90
<b>Previous Billed : 2011-1</b>	00.00	15.90

**There are no outstanding taxes.**

Information Given By: \_\_\_\_\_

Title: \_\_\_\_\_ 08/29/2011

Tax year July 1 - June 30. Sewer acct # \_\_\_\_\_

All calculations are as of: 08/29/2011

20102

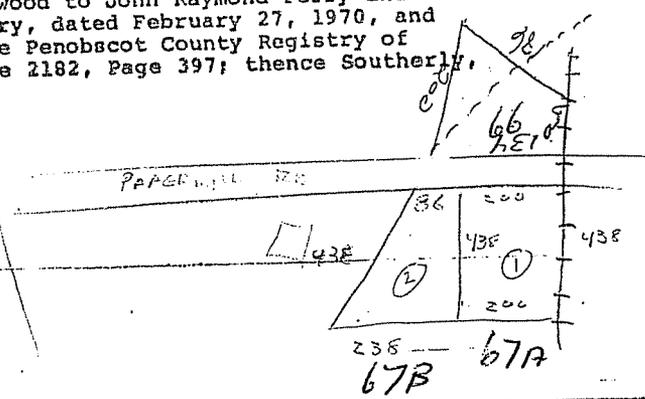
WARRANTY DEED

EDITH R. PERRY of Hampden, County of Penobscot, State of Maine (being unmarried), for consideration paid, grants to ROGER M. COCHRAN and PATRICIA L. COCHRAN, husband and wife, both of Bangor, County of Penobscot, State of Maine, with Warranty Covenants, as joint tenants, certain lots or parcels of land, together with the buildings thereon, situate in Hampden, County of Penobscot, State of Maine, and being more particularly bounded and described as follows, viz:

FIRST PARCEL: A certain lot or parcel of land, together with the buildings thereon, situate on the Southerly side of the Paper Mill Road, so-called, in Hampden, County of Penobscot, State of Maine, bounded and described as follows, to wit: Beginning at a stake on the Southerly side of said road at the Point where the Westerly line of the Bangor & Aroostook Railroad Company land crosses said Paper Mill Road; thence Southerly along the Westerly line of said Bangor & Aroostook Railroad Company Four Hundred Thirty-eight (438) feet to a stake; thence Westerly parallel with the Southerly line of said Paper Mill Road Two Hundred (200) feet to a stake; thence Northerly parallel with the Westerly line of said Bangor & Aroostook Railroad Company land Four Hundred Thirty-eight (438) feet to a stake on the Southerly side of said Paper Mill Road; thence Easterly along the Southerly line of said Paper Mill Road Two Hundred (200) feet to the point of beginning.

Being a (portion) of the same premises conveyed by deed of Leon A. Ellingwood to John R. Perry and Edith R. Perry, dated February 27, 1970, recorded in the Penobscot County Registry of Deeds in Volume 2182, Page 397, to which deed reference may be had for Grantor's source of title.

SECOND PARCEL: A certain lot or parcel of land, together with the buildings thereon, situate on the Southerly side of the Paper Mill Road, so-called, in Hampden, County of Penobscot, State of Maine, bounded and described as follows, to wit: Beginning at a stake on the Southerly side of said Road at the Northwest corner of the first parcel of land described in deed from Leon A. Ellingwood to John Raymond Perry and Edith Ruth Perry, dated February 27, 1970, and recorded in the Penobscot County Registry of Deeds in Volume 2182, Page 397; thence Southerly,



along the Westerly line of said Perry lot described in Volume 2182, Page 397, Four Hundred Thirty-eight (438) feet to a stake in the Southwest corner of said Perry lot; thence Westerly, parallel with the Southerly line of said Paper Mill Road, Two Hundred Thirty-eight (238) feet to a stake; thence Northerly Four Hundred Thirty-eight (438) feet, more or less, to a stake on the Southerly side of the Paper Mill Road; thence Easterly along the Southerly side of said Paper Mill Road, Eighty-six (86) feet to the point of beginning.

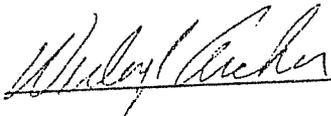
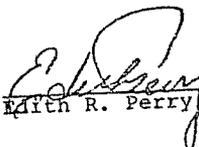
Meaning and intending to convey and there is hereby conveyed all and the same premises conveyed by the deed of Leon A. Ellingwood to John R. Perry and Edith Ruth Perry, dated July 30, 1970, and recorded in the Penobscot County Registry of Deeds in Volume 2192, Page 52, to which deed reference may be had for Grantor's source of title.

Further reference is made to Decree of Divorce between John Raymond Perry and Edith Ruth Perry dated March 25, 1977, recorded in the Penobscot County Registry of Deeds in Volume 2733, Page 191, and to Order dated April 9, 1979, recorded in said Registry of Deeds in Volume 2967, Page 245.

WITNESS my hand and seal this 6th day of November

1979.

WITNESS:

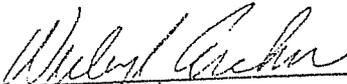
  
  
Edith R. Perry

STATE OF MAINE  
PENOBSCOT, SS.

November 6, 1979

Then personally appeared the above-named Edith R. Perry and acknowledged the foregoing instrument to be her free act and deed.

Before me,

  
Notary Public

RECEIVED PENOB, SS. NOV 6 1979 2:55 PM P.M.

76 77D285

04211

ABSTRACT OF DIVORCE DECREE

(19 M.R.S.A., § 725, as amended,  
as enacted by P.L. 1975, c. 488.)

I, Thelma A. Holmes, the duly  
 appointed, qualified and acting Clerk of the Third  
 District Court, Southern Penobscot (Number of District) Division, hereby  
 certify that on the 4th day of April, 19 77, a  
 decree of divorce became final between EDITH R. FERRY, Plaintiff,  
 and JOHN R. FERRY, Defendant,  
 and that the following is a true copy of so much of said decree as relates to the disposition or  
 transfer of real estate in Penobscot County, viz:

1. The Court finds that there is marital property  
 consisting of real estate, which real estate is described  
 as follows:

FIRST PARCEL: A certain lot or parcel of land,  
 together with the buildings thereon, situate on  
 the southerly side of the Paper Mill Road, so-  
 called, in Hampden, County of Penobscot, State  
 of Maine, bounded and described as follows, to  
 wit: Beginning at a stake on the southerly side  
 of said road at the point where the westerly  
 line of the Bangor & Aroostook Railroad Company  
 land crosses said Paper Mill Road; thence south-  
 erly along the westerly line of said Bangor &  
 Aroostook Railroad Company four hundred thirty-  
 eight (438) feet to a stake; thence westerly  
 parallel with the southerly line of said Paper  
 Mill Road two hundred (200) feet to a stake;  
 thence northerly parallel with the westerly line  
 of said Bangor & Aroostook Railroad Company land  
 four hundred thirty-eight (438) feet to a stake  
 on the southerly side of said Paper Mill Road;  
 thence easterly along the southerly line of said  
 Paper Mill Road two hundred (200) feet to the  
 point of beginning.

SECOND PARCEL: Another lot or parcel of land,  
 together with the buildings thereon, situate on  
 the northerly side of said Paper Mill Road bounded  
 and described as follows, to wit: Beginning at a  
 stake on the northerly side of said road at the  
 point where the westerly line of the Bangor &  
 Aroostook Railroad Company land crosses said Paper  
 Mill Road; thence westerly along the northerly  
 line of said Paper Mill Road one hundred thirty-  
 four (134) feet, more or less, to land conveyed  
 by Leon Ellingwood to Robert L. Ellingwood et al  
 by deed dated August 5, 1964, recorded in Penob-  
 scot County Registry of Deeds in Volume 1963, Page  
 27; thence northerly along the easterly line of  
 said Robert L. Ellingwood land two hundred (200)  
 feet, more or less, to the high water mark of the  
 Soudabscook Stream; thence easterly by and along  
 said high water mark of Soudabscook Stream one  
 hundred eighty-six (186) feet, more or less, to  
 the westerly line of Bangor & Aroostook Railroad  
 Company; thence southerly along the westerly line  
 of said Bangor & Aroostook Railroad Company fifty  
 (50) feet, more or less, to the point of beginning.

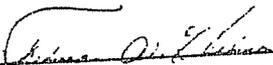
THIRD PARCEL: A certain lot or parcel of land, together with the buildings thereon, situate on the southerly side of the Paper Mill Road, so-called, in Hampden, County of Penobscot, State of Maine, bounded and described as follows, to wit: Beginning at a stake on the southerly side of said Road at the northwest corner of the first parcel of land described in deed from Leon A. Ellingwood to John Raymond Perry and Edith Ruth Perry, dated February 27, 1970 and recorded in Penobscot County Registry of Deeds in Volume 2182, Page 397; thence southerly, along the westerly line of said Perry lot described in Volume 2182, Page 397, four hundred thirty-eight (438) feet to a stake in the southwest corner of said Perry lot; thence westerly, parallel with the southerly line of said Paper Mill Road, two hundred thirty-eight (238) feet to a stake; thence northerly four hundred thirty-eight (438) feet, more or less, to a stake on the southerly side of the Paper Mill Road; thence easterly along the southerly side of said Paper Mill Road, eighty-six (86) feet to the point of beginning.

The Court orders said real estate conveyed to the said Plaintiff to the end that title to said real estate shall vest in the said Plaintiff by virtue of this decree; subject, however, to the existing mortgage thereon, which existing mortgage the said Plaintiff shall pay. The said Plaintiff shall be responsible for all taxes, assessments and other expenses in connection with said real estate. It is further ordered that in the event the Plaintiff wishes to convey said real estate within ten (10) years from the date of this decree she must obtain prior approval of this Court in order that the Court may determine that said sale is in the best interest of the minor children of the parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court this 4th day of April, 19 77.

(Seal)

Attorney: Marvin Blazier, Esq.  
1 Merchants Plaza  
Bangor, Maine

  
Clerk of said District Court

This certificate to be recorded in the Registry of Deeds for the county above named, pursuant to the statute above cited.

PENOBSCOT, SS. REC'D APR 6 1977/25 45m PM

03609

BOOK 2182 PAGE 397

Know all Men by these Presents, That

I, LEON A. ELLINGWOOD of Hampden, County of Penobscot, State of Maine,

in consideration of one dollar and other valuable considerations

paid by JOHN RAYMOND PERRY and EDITH RUTH PERRY, husband and wife, both of Bangor, County of Penobscot, State of Maine,

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said JOHN RAYMOND PERRY and EDITH RUTH PERRY, as joint tenants and not as tenants in common, their heirs and assigns forever.

the following real estate, viz: FIRST: A certain lot or parcel of land on the southerly side of the Paper Mill Road, so-called, in said Hampden, bounded and described as follows, viz: Beginning at a stake on the southerly side of said road at the point where the westerly line of the Bangor & Aroostook Railroad Company land crosses said Paper Mill Road; thence southerly along the westerly line of said Bangor & Aroostook Railroad Company four hundred thirty-eight (438) feet to a stake; thence westerly parallel with the southerly line of said Paper Mill Road two hundred (200) feet to a stake; thence northerly parallel with the westerly line of said Bangor & Aroostook Railroad Company land four hundred thirty-eight (438) feet to a stake on the southerly side of said Paper Mill Road; thence easterly along the southerly line of said Paper Mill Road two hundred (200) feet to the point of beginning.

SECOND: Another lot or parcel of land on the northerly side of said Paper Mill Road bounded and described as follows, viz: Beginning at a stake on the northerly side of said road at the point where the westerly line of the Bangor & Aroostook Railroad Company land crosses said Paper Mill Road; thence westerly along the northerly line of said Paper Mill Road one hundred thirty-four (134) feet, more or less, to land conveyed by Leon Ellingwood to Roger L. Ellingwood et al by deed dated August 5, 1964 recorded in Penobscot County Registry of Deeds, Vol. 1963, Page 27; thence northerly along the easterly line of said Roger L. Ellingwood land two hundred (200) feet, more or less to the high water mark of the Souadabscook Stream; thence easterly by and along said high water mark of Souadabscook Stream one hundred eighty-six (186) feet, more or less, to the westerly line of said Bangor & Aroostook Railroad Company; thence southerly along the westerly line of said Bangor & Aroostook Railroad Company fifty (50) feet, more or less, to the point of beginning.

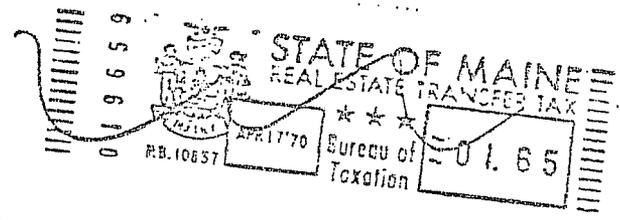
The above-described two parcels being a portion of the premises conveyed by Percy E. Severance to said Leon A. Ellingwood by deed dated May 24, 1945, recorded in said Registry August 3, 1964, Vol. 1962, Page 183.

BOOK 2182 PAGE 398

To Have and to Hold the aforegranted premises, with all the privileges and appurtenances thereof, to the said JOHN RAYMOND PERRY and EDITH RUTH PERRY, as joint tenants and not as tenants in common, their heirs and assigns forever. And I do covenant with the said Grantee s, / heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances:

that I have good right to sell and convey the same to the said Grantee s and that I and my heirs shall and will warrant and defend the same to the said Grantee s, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said LEON A. ELLINGWOOD, Grantor,



and I, CHRISTINE I. ELLINGWOOD, wife of the said Leon A. Ellingwood, in token of my release of all right of Dower or title by descent in the granted premises, have hereunto set our hands and seals this 27th day of February in the year of our Lord one thousand nine hundred and seventy.

Signed, Sealed and Delivered in Presence of

Walter C. Stearns Jr. both

Leon A. Ellingwood  
Christine I. Ellingwood

State of Maine

County of PENOBSCOT

ss.

February 27

Then personally appeared the above-named

LEON A. ELLINGWOOD

and acknowledged the above instrument to be

his free act and deed. Before me,

PENOBSCOT, SS. REC'D APR 17 1970 3 15 PM

Walter C. Stearns Jr.

Justice of the Peace - Notary Public

