



GARDINER CITY COUNCIL AGENDA ITEM INFORMATION SHEET



Meeting Date		Department	
Agenda Item			
Est. Cost			
Background Information			
Requested Action			
City Manager and/or Finance Review			
Council Vote/ Action Taken			
Departmental Follow-Up			

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2025, by and between the CITY OF GARDINER, a Maine body corporate and politic with a place of business and mailing address of 6 Church Street, Gardiner, ME 04345 (the “City”) and ERICA M. CAMPBELL, an individual, with a mailing address of 25 Summer Street, Gardiner, Maine 04345 (“Ms. Campbell”).

RECITALS

WHEREAS, the City is the record owner of certain real property located on Summer and Bridge Streets and Highland Avenue in Gardiner, Maine, appearing on Assessor’s Map 37 as Lot 19, more particularly described in a Consent Judgment dated March 24, 2017, and recorded in the Kennebec County Registry of Deeds in Book 12609, Page 74 (the “City Property”); and

WHEREAS, Ms. Campbell is the record owner of certain real property located at 25 Summer Street in said Gardiner, which adjoins the City Property, and appearing on Assessor’s Map 37 as Lot 18, more particularly described in a deed to Ms. Campbell dated October 22, 2020, and recorded in said Registry of Deeds in Book 13760, Page 265 (the “Campbell Property”); and

WHEREAS, the City and Ms. Campbell desire to better define their common boundary line.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the foregoing, the City and Ms. Campbell hereby agree as follows.

1. Location of Common Boundary Line. The City and Ms. Campbell agree the boundary line between the City Property and the Campbell Property shall be described as follows:

A boundary line located on the northeasterly side of Summer Street, 205 feet northwesterly of the northerly intersection of Summer Street with Bridge Street, in the City of Gardiner, County of Kennebec, State of Maine, more particularly described as follows:

BEGINNING on the northeasterly right-of-way line of Summer Street and at the southwesterly corner of land of City of Gardiner (Book 12609, Page 74) and the southeasterly corner of land of Erica M. Campbell (Book 13760, Page 265). Said point of beginning being South 76 degrees 00 minutes 24 seconds East and 70.17 feet from a 1-3/4-inch rod found in 2006 near the southwesterly corner of said land of said Campell.

THENCE North 02 degrees 58 minutes 39 seconds West along the new boundary line described herein, a distance of 29.43 feet to a point.

THENCE North 13 degrees 43 minutes 32 seconds East along said new boundary line, a distance of 83.40 feet to the northwesterly corner of said City of Gardiner and the northeasterly corner of land of said Campbell.

Meaning and intending to create common boundary lines between said land of City of Gardiner and said land of Erica M. Campbell. Directions are Magnetic North 2006.

The above-described common boundary line is hereinafter referred to as the “Boundary Line” and is shown on the drawing attached hereto as Exhibit A.

2. Cross Release and Grant To Establish Boundary Line.

(a) The City to Ms. Campbell. The City hereby releases to Ms. Campbell, her heirs, successors and assigns, all right, title, and interest in and to the land located westerly of the Boundary Line.

(b) Ms. Campbell to The City. Ms. Campbell hereby releases to the City, its successors and assigns, all right, title, and interest in and to the land located easterly of the Boundary Line.

(c) General. The City and Ms. Campbell agree that this instrument shall have the effect of a conveyance in the form of a release deed from each party to the other of any interest in the other’s real estate up to the Boundary Line so that each has a fee simple absolute interest in the real estate their respective sides of the Boundary Line so as to permanently establish the titles of each party to their respective parcels of land along the Boundary Line, free of all claims, known or unknown, of the other party.

[remainder of page left blank intentionally—signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have executed this Boundary Line Agreement, as of the date first set forth above.

WITNESS:

Erica M. Campbell

STATE OF MAINE

COUNTY OF KENNEBEC, ss.

_____, 2025

Personally appeared the above named Erica M. Campbell and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney at Law

Print name

[remainder of page left blank intentionally—signatures continue on next page]

IN WITNESS WHEREOF, the undersigned have executed this Boundary Line Agreement, as of the date first set forth above.

WITNESS:

THE CITY OF GARDINER

By: _____

Name:

Title:

STATE OF MAINE

COUNTY OF KENNEBEC, ss.

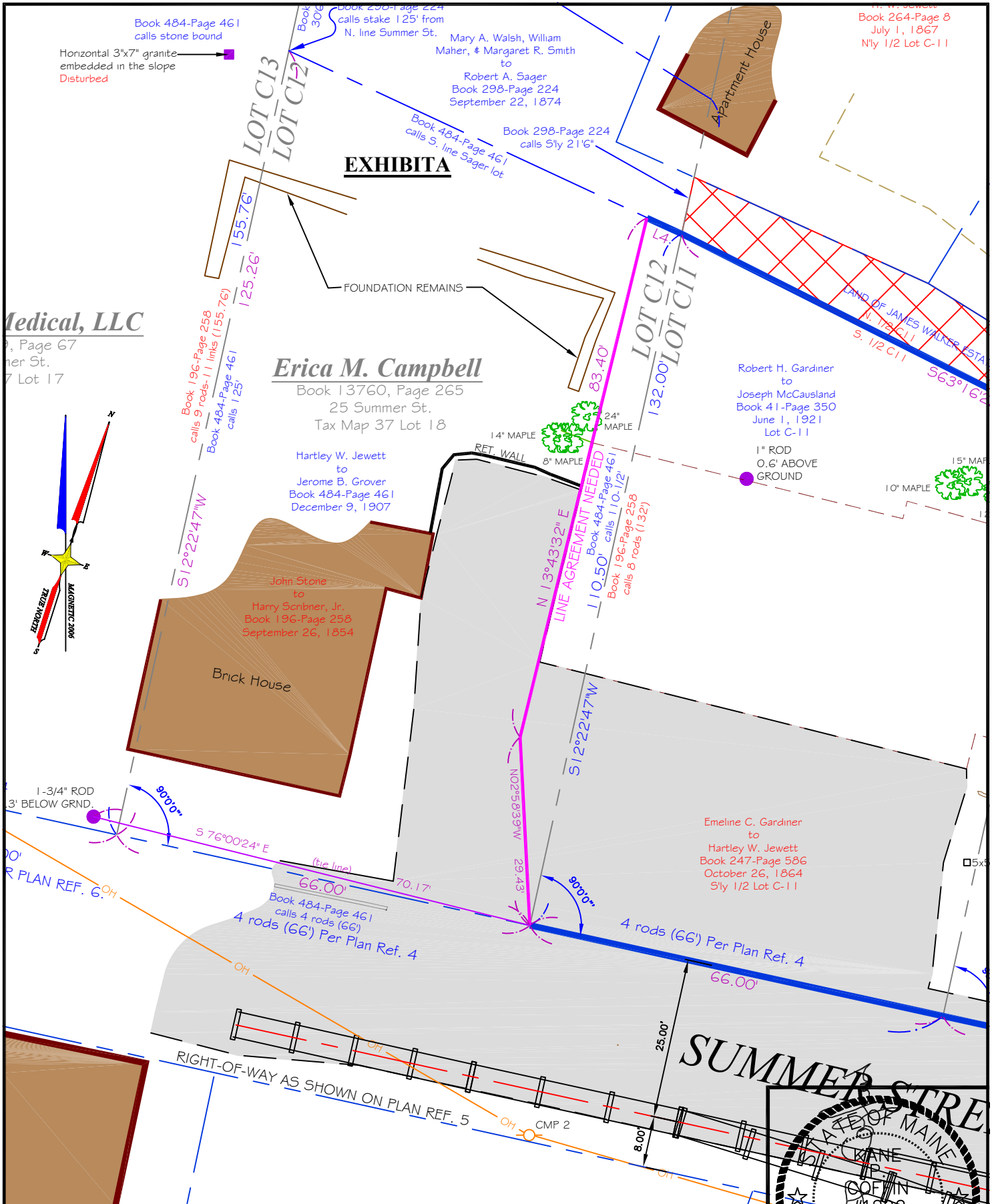
_____, 2025

Personally appeared the above named _____, _____ of the City of Gardiner as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the City of Gardiner.

Before me,

Notary Public

Print name



CLIENT/PROJECT: CITY OF GARDINER/ERICA CAMPBELL			 E.S. COFFIN ENGINEERING & SURVEYING, INC. 432 Cory Road, P.O. Box 4687 Augusta, Maine 04330 Ph. (207) 623-9475 Fax (207) 623-0016 Toll Free 1-800-244-9475	SHEET TITLE: LINE AGREEMENT		
LOCATION: SUMMER STREET				SCALE: 1" = 20'		
TOWN: GARDINER	COUNTY: KENNEBEC	STATE: MAINE		JANUARY 29, 2025		
				PROJECT NO. 2004-XXX		

building encroached over deed line

