

§264. Inspection and condemnation

1. Sale of property; proceeds. The Adjutant General shall designate an officer to inspect military property, real and personal, and may condemn any inspected property that the Adjutant General determines to be unfit for use by the military. Property condemned under this subsection may be sold by the Adjutant General. Real property condemned under this subsection may not be sold for less than its appraised value as determined by a person licensed as a real estate appraiser under Title 32, chapter 124.

All proceeds from the sale of condemned property must be paid into the State Treasury and credited to the Capital Repair, Maintenance, Construction and Acquisition Account of the Military Bureau established under section 154.

[PL 2013, c. 469, §3 (AMD).]

2. Designation of property; sale. The Adjutant General may sell an armory or other real property of the Military Bureau if the Adjutant General has:

- A. Completed the appraisal required under subsection 1; and [PL 1995, c. 684, §3 (NEW).]
- B. Except as provided in subsection 3, obtained approval of the Legislature to sell that armory or other real property. For the purposes of this subsection, the term "approval of the Legislature" means the enactment by the Legislature and signing by the Governor of a resolve authorizing the sale of that armory or other real property. [PL 1995, c. 684, §3 (NEW).]

All proceeds of the sale of an armory or other real property under this subsection must be paid into the State Treasury and credited to the Capital Repair, Maintenance, Construction and Acquisition Account of the Military Bureau established under section 154.

[PL 2013, c. 469, §4 (AMD).]

3. Exceptions; authorization to sell. Notwithstanding subsection 2, paragraph B, the Adjutant General is authorized to sell the following armories and parcel of land:

- A. The Brunswick Armory; [PL 2007, c. 167, §1 (AMD).]
- B. The Newport Armory; [PL 1995, c. 684, §3 (NEW).]
- C. The Rumford Armory; [PL 1995, c. 684, §3 (NEW).]
- D. [PL 1997, c. 783, §1 (RP).]
- E. The South Portland Armory; [PL 1997, c. 783, §1 (AMD).]
- F. The Millinocket Armory; [PL 2001, c. 353, §2 (AMD).]
- G. A 6 1/2-acre parcel of land located on the northeasterly side of U.S. Route One across from the Belfast Armory and part of the parcel of land described in the Waldo County Registry of Deeds, Book 411, Page 446; [PL 2001, c. 662, §27 (AMD).]
- H. The Caribou Armory, located at 55 Bennett Drive, Caribou, for market value but not including the organizational maintenance shop, known as OMS5, nor the metal storage building; [PL 2003, c. 404, §3 (AMD).]
- I. The Fort Fairfield Armory located at 25 Columbia Street, Fort Fairfield by means of a quitclaim deed, subject to all easements of record, to the inhabitants of the Town of Fort Fairfield for the sum of \$1 as long as the inhabitants of the Town of Fort Fairfield agree to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise from the land or buildings constituting the Fort Fairfield Armory and this transfer is determined to be a transfer for not less than appraised value as specified in subsection 1 in view of the economic conditions of northern Aroostook County, the financial contributions made by the Town of Fort Fairfield to the armory and the environmental conditions existing at the site; [PL 2007, c. 167, §1 (AMD).]

- J. The Saco Armory located at 75 Franklin Street, Saco, Maine, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory ; [PL 2007, c. 167, §1 (AMD).]
- K. The Bath Armory, or any portion thereof, located on Lincoln Street, Bath, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2009, c. 406, §1 (AMD).]
- L. The Portland Armory located on Stevens Avenue, Portland, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2007, c. 167, §1 (NEW).]
- M. The Westbrook Armory located on Stroudwater Street, Westbrook, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2007, c. 167, §1 (NEW).]
- N. The Presque Isle Armory located on North Main Street, Presque Isle, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2009, c. 406, §2 (AMD).]
- O. The Caribou Armory, also known as the "Solman Armory," located on York Street, Caribou, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2009, c. 406, §3 (AMD).]
- P. The Fort Kent Armory, located on Armory Road, Fort Kent, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2015, c. 37, §1 (AMD).]
- Q. The Gardiner Armory, located on Brunswick Avenue, Gardiner, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2019, c. 341, §11 (AMD).]
- R. The Belfast Armory, located on U.S. Route 1, Belfast, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; [PL 2023, c. 33, §1 (AMD).]
- S. The South Portland Air National Guard Station, located on Western Avenue, South Portland, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the station; [PL 2023, c. 296, §1 (AMD).]
- T. The Houlton Armory, located at 86 Pleasant Street, Houlton, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; and [PL 2023, c. 296, §2 (AMD).]
- U. The Calais Armory, located at 53 Calais Avenue, Calais, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any

environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory. [PL 2023, c. 296, §3 (NEW).]
[PL 2023, c. 296, §§1-3 (AMD).]

4. Easements and rights-of-way. Notwithstanding subsection 2, the Adjutant General may, with written approval of the Governor, grant easements and rights-of-way on real property held by the Military Bureau.
[PL 1995, c. 684, §3 (NEW).]

5. Special provisions for the Portland Armory. Notwithstanding subsection 1, the Adjutant General may execute a like-kind exchange of the Portland Armory, or any portion thereof, located on Stevens Avenue, Portland, for real property of substantially equal value, subject to the provisions of subsection 3, paragraph L.
[PL 2009, c. 406, §6 (NEW).]

6. Special provisions for the Belfast Armory. Notwithstanding subsection 1, the Adjutant General may execute a like-kind exchange of a portion of the Belfast Armory property, located on U.S. Route 1, Belfast, for real property of substantially equal value, subject to the provisions of subsection 3, paragraph R.
[PL 2015, c. 37, §4 (NEW).]

SECTION HISTORY

PL 1983, c. 460, §3 (NEW). PL 1995, c. 684, §3 (RPR). PL 1997, c. 783, §1 (AMD). PL 1999, c. 185, §6 (AMD). PL 2001, c. 353, §§2,3 (AMD). PL 2001, c. 559, §PP1 (AMD). PL 2001, c. 662, §§27-29 (AMD). PL 2003, c. 342, §3 (AMD). PL 2003, c. 404, §§3-5 (AMD). PL 2003, c. 688, §A42 (AMD). PL 2007, c. 167, §1 (AMD). PL 2009, c. 406, §§1-6 (AMD). PL 2013, c. 469, §§3, 4 (AMD). PL 2015, c. 37, §§1-4 (AMD). PL 2019, c. 341, §§11-13 (AMD). PL 2023, c. 33, §§1-3 (AMD). PL 2023, c. 296, §§1-3 (AMD).

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