

MAINE STATE LEGISLATURE

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1 SECOND REGULAR SESSION
2

3 ONE HUNDRED AND ELEVENTH LEGISLATURE
4

5 Legislative Document

No. 2168

7 S.P. 810

In Senate, March 2, 1984

8 Submitted by the Department of Conservation pursuant to Joint Rule 24.
9 Referred to the Committee on Energy and Natural Resources. Sent down
for concurrence and ordered printed.

10 JOY J. O'BRIEN, Secretary of the Senate

Presented by Senator Pray of Penobscot.

Cosponsor: Representative Masterman of Milo.

12 STATE OF MAINE
13

14 IN THE YEAR OF OUR LORD
15 NINETEEN HUNDRED AND EIGHTY-FOUR
16

17 RESOLVE, Authorizing the Exchange of
18 Certain Public Reserved Lands.
19

20 Director of the Bureau of Public Lands authorized
21 to consummate the exchange of certain public reserve
22 lands. Resolved: That the Director of the Bureau of
23 Public Lands is authorized to consummate the exchange
24 of certain public reserved lands contemplated by the
25 agreement dated February 9, 1984, between the State
26 of Maine and the Dyer Interests, attached to and in-
27 corporated herein for all purposes. Any and all
28 lands received by the State pursuant to this exchange
29 shall be, for all purposes, Public Reserved Land of
30 the State of Maine and shall be held in trust by the
31 State under the same terms and conditions as apply to
32 other public reserved lands. Notwithstanding any-
33 thing in the attached agreement provided, the State
34 shall not convey to the Dyer Interests any land or
35 interest therein which comprises a public road or
36 great pond.

1 (b) those encumbrances normally incident to lands of
2 the type being conveyed and which do not materially
3 interfere with the intended use of the lands. The
4 deed shall convey or assign, as appropriate any and
5 all rights of way, easements, harvesting or extrac-
6 tion permits, and the grantor's interest in any
7 leases, mineral leases, or mineral exploration per-
8 mits. No less than thirty (30) days prior to the
9 closing of this transaction, Edythe L.R. Dyer shall
10 designate to the State of Maine the names of the
11 grantees and the interests they are to receive.

12 7. That the term of this Agreement shall be from
13 the date and year first above written until the date
14 of closing, which date of closing shall be within
15 thirty (30) days following the effective date of leg-
16 islation authorizing the exchange of lands upon the
17 terms contained in this Agreement. In the event that
18 the second session of the Legislature does not ap-
19 prove legislation authorizing the exchange of lands,
20 this Agreement shall terminate on the date of ad-
21 journment of the second legislative session, unless
22 the term of this Agreement is otherwise extended by
23 the mutual agreement of the parties.

24 8. That each party shall make available to the
25 other, at the time of closing, such studies, invento-
26 ries, timber cruises, cutting records, photographs,
27 maps and leases that may be of assistance to the oth-
28 er in the assumption of ownership following the ex-
29 change of lands.

30 9. That each party shall be responsible at its
31 own expense, for such title examination as that party
32 wishes to conduct. In the event of title objec-
33 tions, the objecting party shall give written notice
34 thereof, and the other party shall use its best ef-
35 forts to remove or resolve the objections within a
36 reasonable period of time.

37 10. That taxes assessed against the lands, in-
38 cluding all excise taxes and assessments, shall be
39 paid by the party owning the lands, or interest
40 therein, on the date of assessment.

41 11. That rental payments due on all leases, min-
42 eral leases or mineral exploration permits shall be

1 prorated as of the date of closing. With respect to
2 permits for removal of timber or gravel, the grantor
3 shall have the right to the payment of all timber
4 severed or gravel removed from its land prior to the
5 date of closing, and the grantee shall be entitled to
6 retain all such payments for timber severed or gravel
7 removed on or after the date of closing. If either
8 party received payment of any amounts which, pursuant
9 to the preceding sentence, are due the other party,
10 the party receiving any such amounts shall promptly
11 remit them to the other.

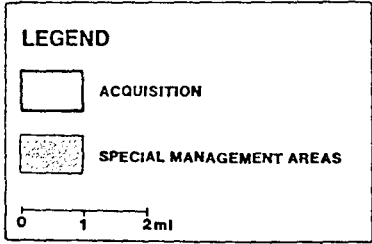
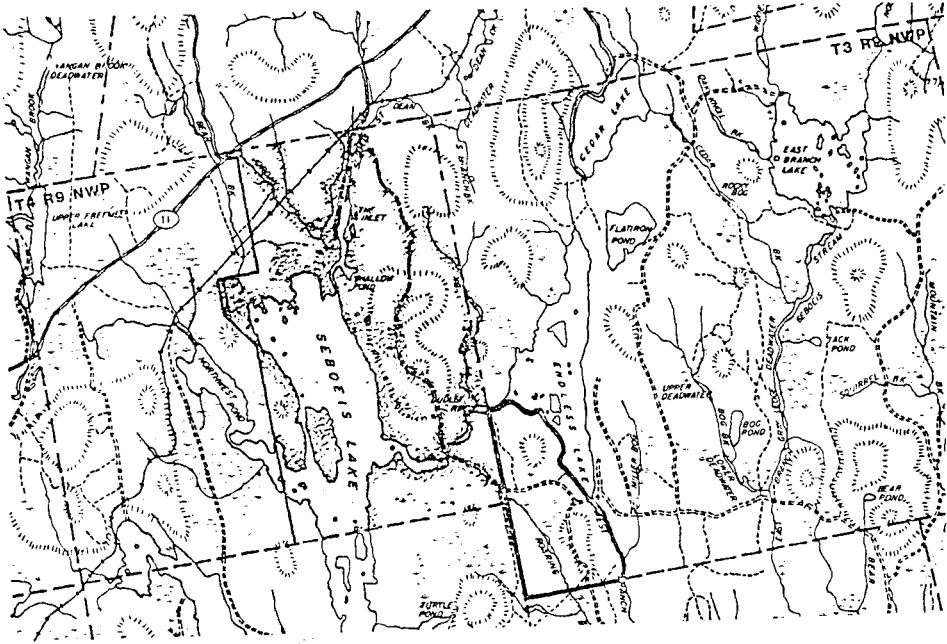
12 12. That each party shall deliver full possession
13 of its property to the other party at the time
14 of closing.

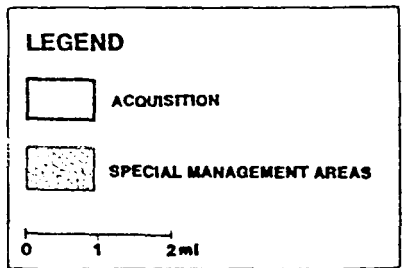
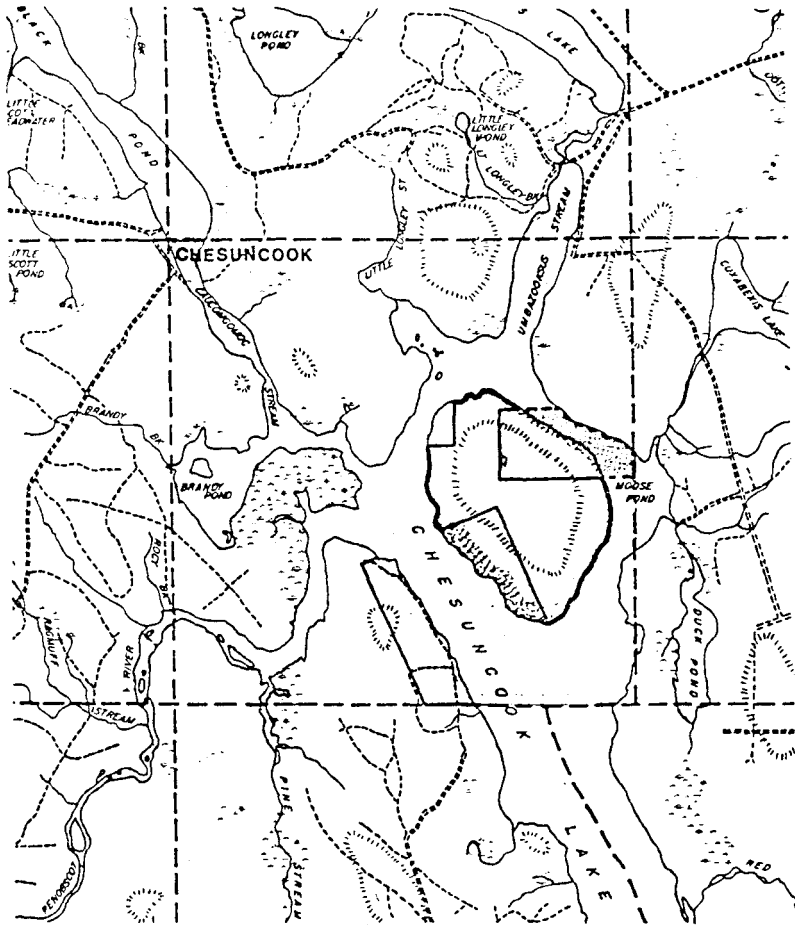
15 13. That in the event that a substantial part of
16 the standing timber on one or more tracts is de-
17 stroyed by fire, wind, or other casualty before clos-
18 ing, the grantee may elect not to accept such tract
19 or tracts in exchange, in which event both parties
20 shall use their best efforts to find a mutually ac-
21 ceptable substitute tract or tracts. For the purpose
22 of this paragraph "substantial" shall be deemed to
23 mean five percent (5%) of the volume of merchantable
24 standing timber on a tract.

25 14. That the parties shall divide equally the
26 cost of surveying and running any boundary lines that
27 may be necessary to accomplish the conveyances con-
28 templated by this Agreement. In calculating the di-
29 vision or cost, the contribution of labor and equip-
30 ment by each party shall be taken into account on the
31 basis of a mutually agreeable formula.

32 15. That the respective deeds contemplated by
33 this Agreement shall include a reservation to the
34 grantor, and its successors or assigns, of the right
35 to cross and recross the conveyed lands for manage-
36 ment purposes, including, but not limited to, access
37 to other lands which are now or may be owned by the
38 grantor whether contiguous or non-contiguous, and a
39 grant to the grantee, and the successors or assigns,
40 of the right to cross and recross lands which are now
41 or may be owned by the grantor whether contiguous or
42 non-contiguous for all purposes of access to the con-
43 veyed lands.

1 less Lake on the East; thence, southward, following
2 the western shore of Endless Lake until it meets the
3 west branch of Seboeis Stream; thence along the cen-
4 terline of the West Branch of Seboeis Stream to a
5 point where said stream meets the south line of said
6 township; thence, in a westerly direction, back to
7 the point of beginning, that being the southwest cor-
8 ner of said township.





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EXHIBIT B

AGREEMENT BY AND BETWEEN THE STATE OF MAINE
AND EDYTHE L.R. DYER

The located Public Lot in Hammond Township (T 3, R 4 NBKP), Somerset County, containing 1,000 acres, more or less, as surveyed by William Connor, et. al., in 1850, and recorded in the Land Office Records in Volume 69, Page 32.

STATEMENT OF FACT

The purpose of this resolve is to authorize the exchange of certain public reserved lands.

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