## MAINE STATE LEGISLATURE

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	S	ECOND R	EGULAR S	ESSION		
	ONE HUND	RED AND	ELEVENT	H LEGI:	SLATURE	
Legislativ	ve Document					No. 2168
S.P. 810				Ir	Senate, Ma	arch 2, 1984
Refer	nitted by the D red to the Con rrence and ord	nmittee on	Energy and			
			JOY J. C	BRIEN,	Secretary of	f the Senate
	by Senator Pronsor: Represe			Milo.		
		STAT	E OF MAI	NE		
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thing i	n the att	ached a	greement	provid	ded, the	State
shall	not conv	ey to	the Dyer	Inter	ests any	land or
	st therein	which	comprise	s a p	oublic r	coad or
great p	ond.					

This Agreement is made this 9th day of February, 1984, by and between the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, and Edythe L.R. Dyer of Hampden, Penobscot County, Maine.

For good and valuable considerations extended by each party to the other, the parties hereto agree and covenant as follows:

- 1. That Edythe L.R. Dyer, hereinafter referred to as "Dyer," shall convey to the State of Maine, all right, title and interest in the real estate described in Exhibit A attached hereto and made a part hereof.
- 2. That the State of Maine shall convey to Edythe L.R. Dyer, or her nominee, all its right, title and interest in the real estate described in Exhibit B attached hereto and made a part hereof.
  - 3. That the parties hereto shall refrain and desist from all activities and negotiations with other parties to sell, exchange or partition the lands which are the subject of this Agreement.
  - 4. That the parties shall not engage in any activity or execute any instrument that would result in any further lease, right of way, easement, lien, or encumbrance relating to the lands which are the subject of this Agreement, without the express, written consent of both parties.
  - 5. That the cutting of timber on and the taking of gravel from the lands which are the subject of this Agreement shall terminate during the term of this Agreement unless otherwise mutually agreed.
  - 6. That all conveyances contemplated by this Agreement shall be made by quit-claim deed, in a form satisfactory to the grantee, and shall convey the lands or interest therein free and clear of all liens and encumbrances, except (a) those liens or encumbrances created since the date of this Agreement which are acceptable to the respective grantees; and

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

- 7. That the term of this Agreement shall be from the date and year first above written until the date of closing, which date of closing shall be within thirty (30) days following the effective date of legislation authorizing the exchange of lands upon the terms contained in this Agreement. In the event that the second session of the Legislature does not approve legislation authorizing the exchange of lands, this Agreement shall terminate on the date of adjournment of the second legislative session, unless the term of this Agreement is otherwise extended by the mutual agreement of the parties.
- 8. That each party shall make available to the other, at the time of closing, such studies, inventories, timber cruises, cutting records, photographs, maps and leases that may be of assistance to the other in the assumption of ownership following the exchange of lands.
- 9. That each party shall be responsible at its own expense, for such title examination as that party wishes to conduct. In the event of title objections, the objecting party shall give written notice thereof, and the other party shall use its best efforts to remove or resolve the objections within a 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.
  - 11. That rental payments due on all leases, mineral leases or mineral exploration permits shall be

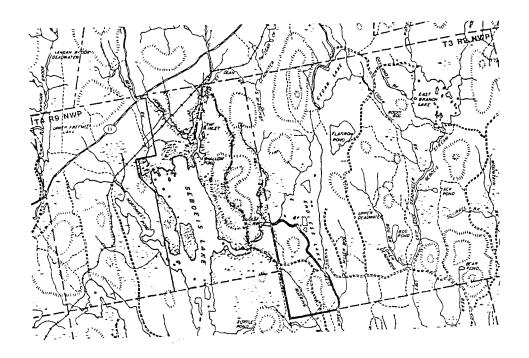
prorated as of the date of closing. With respect to permits for removal of timber or gravel, the grantor shall have the right to the payment of all timber severed or gravel removed from its land prior to the date of closing, and the grantee shall be entitled to retain all such payments for timber severed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

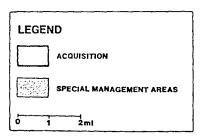
- 12. That each party shall deliver full possession of its property to the other party at the time of closing.
- 13. That in the event that a substantial part of the standing timber on one or more tracts is destroyed by fire, wind, or other casualty before closing, the grantee may elect not to accept such tract or tracts in exchange, in which event both parties shall use their best efforts to find a mutually acceptable substitute tract or tracts. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber on a tract.
- 14. That the parties shall divide equally the cost of surveying and running any boundary lines that may be necessary to accomplish the conveyances contemplated by this Agreement. In calculating the division or cost, the contribution of labor and equipment by each party shall be taken into account on the basis of a mutually agreeable formula.
- 15. That the respective deeds contemplated by this Agreement shall include a reservation to the grantor, and its successors or assigns, of the right to cross and recross the conveyed lands for management purposes, including, but not limited to, access to other lands which are now or may be owned by the grantor whether contiguous or non-contiguous, and a grant to the grantee, and the successors or assigns, of the right to cross and recross lands which are now or may be owned by the grantor whether contiguous or non-contiguous for all purposes of access to the conveyed lands.

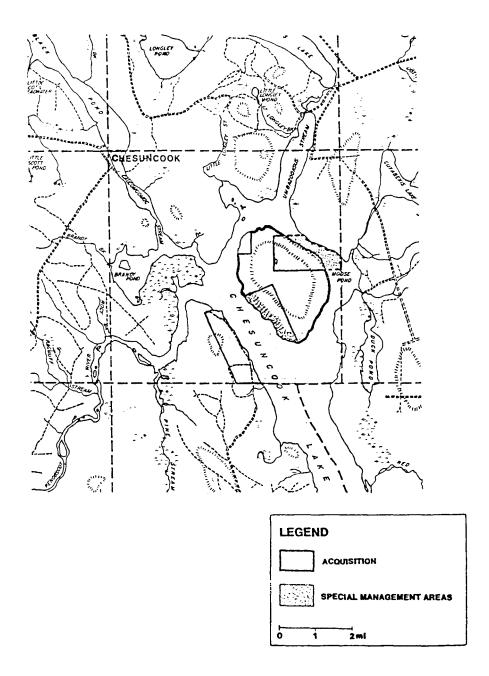
1 2 3 4 5 6 7 8 9 10 11 12 13 14	islative authority is nechereof to be performed that this Agreement is, upon the granting of hereto will use their besand seek favorable passagthe exchange of lands con The legislation shall incovenant not to sue, of before the date of submiagainst Edythe L.R. Timberland, Inc. and Ca Edythe Lois Dyer 1983 all alleged wrongful cutt	s hereto are aware that legessary to permit the terms by the State of Maine, and therefore, made contingent such authority. The parties tefforts to draft, submit, e of legislation authorizing templated by this Agreement. lude a release, containing a any and all claims, arising ssion of the legislation, Dyer, John B. Dyer, Dyer lvin E. True, trustee of Trust arising out of any and ing or other acts occurring
16 17 18 19 20	ment shall be delivered p	on the State of Maine.  contemplated by this Agree- romptly after the effective thorizing the exchange of
21 22 23		nts to this Agreement shall l be executed by the parties
24 25 26	19. That if difficul the undertakings containe agree to use their best e	ties arise in accomplishing d herein, the parties hereto fforts to resolve them.
27 28 29	IN WITNESS WHEREOF, their hands and seals as above written.	the parties hereto have set of the date and year first
30	WITNESS:	STATE OF MAINE
31		BY:
32 33		PRINT OR TYPE NAME AS SIGNED:
34		
35		Ву:

1 2	Its Director, Bureau of Public Lands
3 4	PRINT OR TYPE NAME AS SIGNED:
5	
6 7	EDYTHE L.R. DYER
8	EXHIBIT A
9 10	AGREEMENT BY AND BETWEEN EDYTHE L.R. DYER AND STATE OF MAINE
11 12 13 14	1. An undivided one-half $(1/2)$ interest in Gero Island located in Township 5, Range 13, W.E.L.S., Piscataquis County, Maine, excepting therefrom the following lots, tracts or parcels of land:
15 16 17 18 19 20 21	a. That part of the Female Seminary Grant, so-called, on the northwest shore of Gero Island, conveyed by a deed given by the Trustees of the Maine Female Seminary to E. S. Coe dated July 25, 1856, and recorded in the Piscataquis County Registry of Deeds in Vo. 35, Page 269.
22 23 24 25 26 27 28	b. Lots F, G, H, and I located on the southwest shore of Gero Island, those being the same as were conveyed to the State of Maine by Great Northern Paper Company, in accordance with Chapter 3, Resolves of 1975, and recorded in the Piscataquis County Registry of Deeds, Volume 434, Page 486.
29 30 31	c. That part of the public or reserved lot, so-called, owned by the State of Maine and located within the premises herein conveyed.
32 33 34 35 36 37	2. Approximately 2,391 acres in Township 3, Range 9 NWP, Penobscot County, Maine, described as follows: from the southwest corner of said township, northward along the west town line to the centerline of that stream, extending eastward from Dudley Rips, which serves to connect Seboeis Lake on the west with End-

less Lake on the East; thence, southward, following
the western shore of Endless Lake until it meets the
west branch of Seboeis Stream; thence along the centerline of the West Branch of Seboeis Stream to a
point where said stream meets the south line of said
township; thence, in a westerly direction, back to
the point of beginning, that being the southwest corner of said township.







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1	EVUIDII P
2 3	AGREEMENT BY AND BETWEEN THE STATE OF MAINE AND EDYTHE L.R. DYER
4 5 6 7 8	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.
9	STATEMENT OF FACT
10 11	The purpose of this resolve is to authorize the exchange of certain public reserved lands.
12	5880021784