

# MAINE STATE LEGISLATURE

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1 SECOND REGULAR SESSION  
2

3 ONE HUNDRED AND ELEVENTH LEGISLATURE  
4

5 Legislative Document

No. 2258

6  
7 H.P. 1710

House of Representatives, March 16, 1984

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

EDWIN H. PERT, Clerk

10 Presented by Speaker Martin of Eagle Lake.

Cosponsors: Representative Lisnik of Presque Isle, Senator Erwin of  
Oxford and Representative Mills of Bethel.

11  
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; autho-  
21 rized to consummate exchange of public reserved  
22 lands. Resolved: That the Director, Bureau of Pub-  
23 lic Lands, is authorized to consummate the exchange  
24 of certain Public Reserved Lands contemplated by the  
25 agreement dated December 1, 1983, between the STATE  
26 OF MAINE and the PINGREE HEIRS, upon terms and condi-  
27 tions set forth in the agreement, including the ex-  
28 hibits and addendum thereto, the agreement being at-  
29 tached hereto and incorporated herein for all pur-  
30 poses. The state covenants not to sue the Pingree  
31 Heirs, whether jointly or severally, their predeces-  
32 sors in title or their agents on account of any or  
33 all claims arising out of any or all alleged wrongful  
34 cutting or other acts occurring on any of the public  
35 lots in the State prior to the submission date of  
36 this resolve, the State expressly reserving from its  
37 covenant the right to pursue any claim it may have

1 against persons or entities other than the Pingree  
2 Heirs, their predecessors in title or their agents.  
3 Any and all land received by the State pursuant to  
4 this exchange shall be, for all purposes, Public Re-  
5 served Land of the State of Maine and shall be held  
6 in trust by the State under the same terms and condi-  
7 tions as apply to other Public Reserved Lands. Not-  
8 withstanding anything in the attached agreement pro-  
9 vided, the State shall not convey to the Pingree  
10 Heirs any land or interest therein which comprises a  
11 public road or great pond.

12 AGREEMENT

13 This Agreement is made this first day of Decem-  
14 ber, 1983, by and between the State of Maine, acting  
15 through its Commissioner of Conservation and its Di-  
16 rector of the Bureau of Public Lands, and Pingree As-  
17 sociates, Inc., a Maine corporation with a place of  
18 business in Bangor, Penobscot County, Maine.

19 For good and valuable consideration extended by  
20 each party to the other, the parties hereto agree and  
21 covenant as follows:

22 1. That Pingree Associates shall cause those in-  
23 dividuals and fiduciary landowners generally known as  
24 the Pingree heirs, hereinafter referred to as "the  
25 Pingrees," to convey to the State of Maine, all  
26 right, title and interest in the real estate de-  
27 scribed in Exhibit A attached hereto and made a part  
28 hereof;

29 2. That the State of Maine shall convey to the  
30 Pingrees all its right, title and interest in the  
31 real estate described in Exhibit B attached hereto  
32 and made a part hereof;

33 3. That the parties hereto shall refrain and de-  
34 sist from all activities or negotiations with other  
35 parties to sell, exchange or partition the lands  
36 which are the subject of this Agreement, except in  
37 connection with an exchange of deeds of partition be-  
38 tween the Pingrees and Bessie Wright Phillips, et  
39 als., Trustees under Article 6 of the Will of Stephen

1 Phillips in Twp. 4, Range 1, and Twp. 4, Range 2, and  
2 between James River Corporation and Bessie Wright  
3 Phillips, et als., Trustees under Article 6 of the  
4 Will of Stephen Phillips in Twp. 4, Range 1, which  
5 exchange of deeds is more fully discussed in the  
6 notes appended to Exhibit A attached hereto;

7 4. That the parties shall not engage in any ac-  
8 tivity or execute any instrument that would result in  
9 any further release, right-of-way, easement, lien or  
10 encumbrance relating to the lands which are the sub-  
11 ject of this Agreement, without the express, written  
12 consent of both parties. The granting of permits,  
13 which by their terms expire on or before July 1,  
14 1984, for the conduct of normal commercial forestry  
15 practices, shall not be considered an encumbrance;

16 5. That the cutting of timber on the lands which  
17 are the subject of this Agreement, during the term of  
18 this Agreement, shall be continued in accordance with  
19 mutually acceptable commercial forestry practices and  
20 in a manner which accomplishes a parity in the value  
21 of wood removed during the term of this Agreement;

22 6. That all conveyances contemplated by this  
23 Agreement shall be made by quitclaim deed, in a form  
24 satisfactory to the grantee, and shall convey the  
25 lands or interest therein free and clear of all liens  
26 and encumbrances, except (a) those encumbrances of  
27 record on the date of this Agreement; (b) those liens  
28 or encumbrances created since the date of this Agree-  
29 ment which are acceptable to the respective grantee;  
30 and (c) those encumbrances normally incident to lands  
31 of the type being conveyed and which do not material-  
32 ly interfere with the intended use of the lands. The  
33 deeds shall convey or assign, as appropriate, any and  
34 all rights-of-way, easements, harvesting or extrac-  
35 tion permits, and the grantor's interest in any  
36 leases. No less than thirty (30) days prior to the  
37 closing of this transaction, the Pingrees shall des-  
38 ignate to the State of Maine the particular grantees,  
39 from among the Pingrees, and the fractional interest  
40 they are to receive;

41 7. That the term of this Agreement shall be from  
42 the date and year first above written until the date  
43 of closing, which date of closing shall be within

1 thirty (30) days following the effective date of leg-  
2 islation authorizing the exchange of lands upon the  
3 terms contained in this Agreement. In the event that  
4 the Second Regular Session of the 111th Legislature  
5 does not approve legislation authorizing the exchange  
6 of lands, this Agreement shall terminate on the date  
7 of adjournment of the Second Regular Session, unless  
8 the term of this Agreement is otherwise extended by  
9 the mutual agreement of the parties;

10 8. That each party shall make available to the  
11 other, at the time of closing, such studies, invento-  
12 ries, timber cruises, cutting records, photographs,  
13 maps and leases as may be of assistance to the other  
14 in its assumption of ownership following the exchange  
15 of lands;

16 9. That each party shall be responsible, at its  
17 own expense, for such title examination as that party  
18 wishes to conduct. In the event of title objections,  
19 the objecting party shall give written notice there-  
20 of, and the other party shall use its best efforts to  
21 remove or resolve the objection within a reasonable  
22 period of time;

23 10. That taxes assessed against the lands, in-  
24 cluding all excise taxes and assessments, shall be  
25 paid by the party owning the lands, or interest  
26 therein, on the date of assessment;

27 11. That rental payments due on all leases shall  
28 be prorated as of the date of closing. With respect  
29 to permits for removal of timber or gravel, the  
30 grantor shall have the right to the payment of all  
31 timber severed or gravel removed from its land prior  
32 to the date of closing, and the grantee shall be en-  
33 titled to retain all such payments for timber severed  
34 or gravel removed on or after the date of closing.  
35 If either party receives payment of any amounts  
36 which, pursuant to the preceding sentence, are due  
37 the other party, the party receiving any such amounts  
38 shall promptly remit them to the other;

39 12. That each party shall deliver full posses-  
40 sion of its property to the other party at the time  
41 of closing;

1           13. That in the event that a substantial part of  
2 the standing timber on one or more tracts is de-  
3 stroyed by fire, wind or other casualty before clos-  
4 ing, the grantee may elect not to accept such tract  
5 or tracts in exchange, in which event both parties  
6 shall use their best efforts to find a mutually ac-  
7 ceptable substitute tract or tracts. For the purpose  
8 of this paragraph, "substantial" shall be deemed to  
9 mean five percent (5%) of the volume of merchantable  
10 standing timber on a tract;

11           14. That the parties shall divide equally the  
12 cost of surveying and running any boundary lines that  
13 may be necessary to accomplish the conveyances con-  
14 templated by this Agreement, including, without limita-  
15 tion, the tracts located in Twp. 4, Range 1; Twp.  
16 4, Range 2; Twp. 9, Range 13; Twp. 8, Range 13; Twp.  
17 7, Range 13; and Twp. 8, Range 12. In calculating  
18 the division of cost, the contribution of labor and  
19 equipment by each party shall be taken into account  
20 on the basis of a mutually agreeable formula;

21           15. That the respective deeds contemplated by  
22 this Agreement shall include a reservation to the  
23 grantor, and its successors or assigns, of the right  
24 to cross and recross the conveyed lands for all pur-  
25 poses, including, but not limited to, access to other  
26 lands owned by the grantor whether contiguous or non-  
27 contiguous. The right to cross and recross shall ex-  
28 pressly include the entire road running from Route 16  
29 in a southerly direction across Twp. 4, Range 2 and  
30 Twp. 4, Range 1 to the westerly shore of  
31 Mooselookmeguntic Lake, the center line of said road  
32 being the proposed common boundary between lands to  
33 be held by Bessie Wright Phillips, et als., Trustees  
34 under Article 6 of the Will of Stephen Phillips and  
35 the State of Maine. In addition to the foregoing,  
36 the deed to be given by the Pingrees to the State of  
37 Maine shall include a right to cross and recross for  
38 all purposes, commercial, recreational and adminis-  
39 trative, over an existing road located in Township C  
40 leading from South Arm north to Twp. 4, Range 1. The  
41 conveyance shall also include the Pingrees' right un-  
42 der a Partition Deed by and between Brown Company and  
43 Stephen Wheatland, et als., dated August 17, 1962,  
44 and recorded in the Oxford County Registry of Deeds,  
45 in Volume 610, Page 395, to cross the road or way

1 leading from Route 16 through Twp. 4, Range 2, and  
2 Twp. 4, Range 1, to Mooselookmeguntic Lake;

3 16. That the parties hereto are aware that leg-  
4 islative authority is necessary to permit the terms  
5 hereof to be performed by the State of Maine, and  
6 that this Agreement is, therefore, made contingent  
7 upon the granting of such authority. The parties are  
8 also aware that, while Pingree Associates has author-  
9 ity from the Pingree heirs to sign this Agreement on  
10 the landowners behalf, it does not hold record title  
11 nor does it hold a power of attorney sufficient to  
12 execute the contemplated deeds on behalf of the own-  
13 ers. For that reason, an addendum executed by all  
14 Pingree heirs having an interest in the lands subject  
15 to the Agreement will be appended to this Agreement  
16 in ratification of the undertaking. The parties  
17 hereto will use their best efforts to draft, submit  
18 and seek favorable passage of legislation authorizing  
19 the exchange of lands contemplated by this Agreement.  
20 The legislation shall include a release, containing a  
21 covenant not to sue, of any and all claims, arising  
22 before the date of submission of the legislation,  
23 against the Pingrees, or against their predecessors  
24 in title or their agents, arising out of any and all  
25 alleged wrongful cutting or other acts occurring on  
26 any of the public lots in the State of Maine;

27 17. That all deeds contemplated by this Agree-  
28 ment shall be delivered promptly after the effective  
29 date of legislation authorizing the exchange of  
30 deeds;

31 18. That a mutually satisfactory land management  
32 agreement by and between Seven Islands Land Company  
33 (land manager for the Pingrees) and the State of  
34 Maine shall be executed concurrently with this Agree-  
35 ment, which shall set forth the terms and conditions  
36 upon which Seven Islands Land Company shall furnish  
37 management services to the State of Maine with re-  
38 spect to those in common and undivided interests, or  
39 lands owned by the State of Maine and which are cur-  
40 rently managed by Seven Islands Land Company;

41 19. That all amendments to this Agreement shall  
42 be in writing and shall be executed by the parties  
43 hereto; and

1           20. That if difficulties arise in accomplishing  
2 the undertakings contained herein, the parties hereto  
3 agree to use their best efforts to resolve them;

4           IN WITNESS WHEREOF, the parties hereto have set  
5 their hands and seals as of the date and year first  
6 above written.

7

STATE OF MAINE

8

\_\_\_\_\_

Richard B. Anderson (signed)  
Its Commissioner of Conservation

9

10

\_\_\_\_\_

Richard H. Gardiner, Jr. (signed)  
Its Director, Bureau of Public  
Lands

11

12

13

\_\_\_\_\_

Bradford S. Wellman (signed)  
Bradford S. Wellman  
Its Duly Authorized President  
PINGREE ASSOCIATES, INC.

14

15

16



1 EXHIBIT A  
2 PINGREE TO STATE OF MAINE

3	<u>Town/Tract</u>	<u>Deeded Acreage</u>
4	Twp. 16, Range 6 (Exhibit A-1)	16,985
5	Twp. 15, Range 9 (Exhibit A-2)	1,530
6	Twp. 11, Range 4 SW 1/4 (Ex-	
7	hibit A-3)	173*
8	Twp. 10, Range 4 NE 1/4 (Ex-	
9	hibit A-3)	3,133
10	Twp. 4, Range 1 (Exhibit C)	12,473**
11	Twp. 4, Range 2 (Exhibit C)	4,545***
12	Allagash Tract (Exhibit D)	<u>2,507****</u>
13	Total	41,346

14 \*The 173 acres of land in the southwest quarter of  
15 Twp. 11, Range 4 represent all the Pingree interest  
16 in the strip of land lying easterly of Squa Pan Lake.

17 \*\*See notes 1 and 2 attached hereto.

18 \*\*\*See notes 2 and 3 attached hereto.

19 \*\*\*\*Attached hereto as Exhibit D is a map showing the  
20 parcels constituting the Allagash Tract.

21 The Pingrees hold a .921875 interest in the indi-  
22 cated tract of land located in Twp. 9, Range 13. The  
23 other owners within the tract are J. M. Huber Corpo-  
24 ration, Henry S. Coe, and Irving Pulp and Paper Ltd.  
25 The 328 acres stated represent the net Pingree acres.

26 EXHIBIT A NOTES:

27 1. Twp. 4, Range 1, and Twp. 4, Range 2: There  
28 is appended hereto, as Exhibit C, a map showing the  
29 property in Twp. 4, Range 2, and the northern part of  
30 Twp. 4, Range 1, shaded, which the Pingrees propose  
31 to convey to the State of Maine. The tract in Twp.

1 4, Range 2, is presently owned by the Pingrees, in-  
2 cluding Bessie Wright Phillips, et als., Trustees un-  
3 der Article 6 of the Will of Stephen Phillips (here-  
4 inafter "The Trust"), and the tract in the northerly  
5 part of Twp. 4, Range 1, is owned by the Pingrees,  
6 including Bessie Wright Phillips, Trustees, (2/3),  
7 and by James River Corporation (1/3). Mrs. Stephen  
8 Phillips has expressed a strong desire that the  
9 aforesaid Trust become the sole owner of the shore  
10 area in both towns, being the area shown east of the  
11 eastern line on Exhibit C. It is her intent that the  
12 land ultimately pass to the Stephen Phillips Memorial  
13 Preserve Trust, which trust already holds Students  
14 Island in Mooselookmeguntic Lake and the point of  
15 land opposite Students Island. In order to accom-  
16 plish Mrs. Phillips' purpose, the Pingrees and James  
17 River Corporation have tentatively agreed to join in  
18 deeds of partition that would result in the Trust's  
19 sole ownership of the areas in Twp. 4, Range 1, and  
20 Twp. 4, Range 2, shown on Exhibit C. The Pingrees  
21 would then own the balance of the southerly third of  
22 Twp. 4, Range 2, excepting the public lots, the great  
23 ponds, and the two-thirds interest in the mineral  
24 rights held by Boise Cascade. The Pingrees and James  
25 River Corporation (and perhaps the Trust, depending  
26 on the final terms of the swap between the Trust and  
27 James River Corporation) would own the shaded area of  
28 that portion of Twp. 4, Range 1, above Upper Dam.  
29 The Pingrees would convey their collective interest  
30 in the shaded area to the State, including any inter-  
31 est that the Trust might retain.

32 2. Twp. 4, Range 1: The acreage figure of  
33 12,473 stated for Twp. 4, Range 1, does not take into  
34 account the proposed exchange between the Trust and  
35 James River Corporation. The amount of acreage esti-  
36 mated to be involved in the exchange ranges from none  
37 (in the event Mrs. Phillips and James River Corpora-  
38 tion agree to take compensating acreage from a tract  
39 other than the northerly part of Twp. 4, Range 1) to  
40 434 acres (in the event that James River Corporation  
41 requires all of Mrs. Phillips' interest to accomplish  
42 the proposed land swap.

43 The Pingrees would prefer to accomplish the land  
44 swap with James River Corporation by taking compen-  
45 sating acreage from the mutually acceptable tract

1 that is not involved in this proposed exchange with  
2 the State. Should that prove unacceptable to James  
3 River Corporation, and recognizing that the effect of  
4 the Trust-James River Corporation exchange could  
5 produce a total acreage shortfall in Twp. 4, Range 1,  
6 of up to 434 acres, the Pingrees would seek the  
7 state's participation in tripartite discussions to  
8 seek acceptable compensating acreage within the over-  
9 all framework of the state's exchanges with Pingree  
10 and James River Corporation. In the event that nei-  
11 ther of the foregoing alternatives prove successful,  
12 the Pingrees propose to establish a contingency fund  
13 of identified acres from which to balance the  
14 shortfall. The contingency fund would consist of 2  
15 tracts of land from which the State could take com-  
16 pensating acreage, with the caveat that the State  
17 would be required to exhaust one tract before elect-  
18 ing to take acreage from the other tract. The State  
19 would have the option of choosing the contingency  
20 fund tract. In order of the Pingree's preference,  
21 the available tracts would be:

22 a. The public lot in the center of the north  
23 line of Township C; or

24 b. The public lot in Township C - Surplus.

25 3. Twp. 4, Range 2: By a deed of partition  
26 dated August 17, 1962, recorded in the Oxford County  
27 Registry of Deeds in Volume 610, Page 395, the Brown  
28 Company and the Pingrees partitioned their interests  
29 in Twp. 4, Range 2, with the result that the Pingrees  
30 became the sole owners of fee title in the southerly  
31 one third of the town, subject to the reservation by  
32 the Brown Company of a two-thirds in common and undi-  
33 vided interest in the mineral rights underlying the  
34 Pingrees' land. Presumably the mineral rights are  
35 presently vested in Boise Cascade as successor in in-  
36 terest to the Brown Company's interest in Twp. 4,  
37 Range 2.

EXHIBIT A-1

EAGLE LAKE

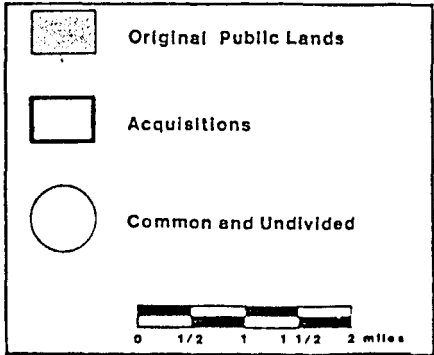
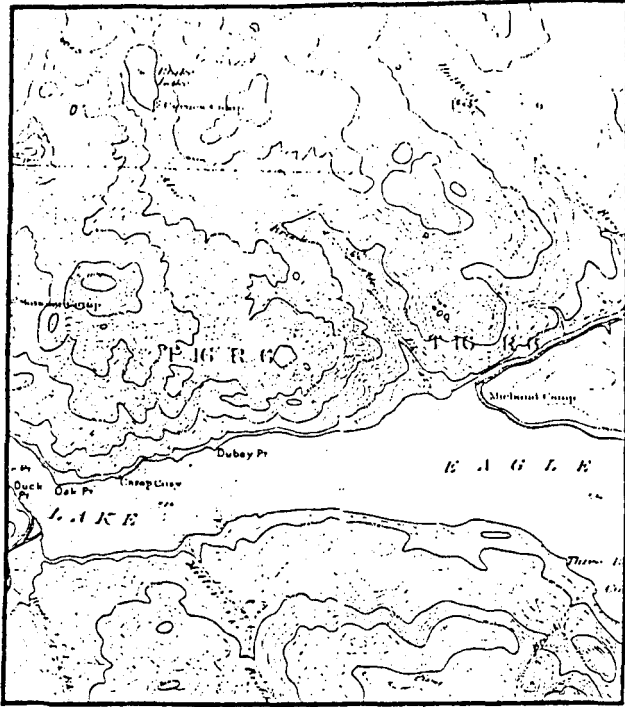


EXHIBIT A-2

DEBOULIE

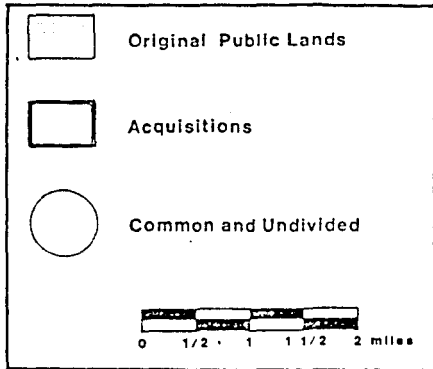
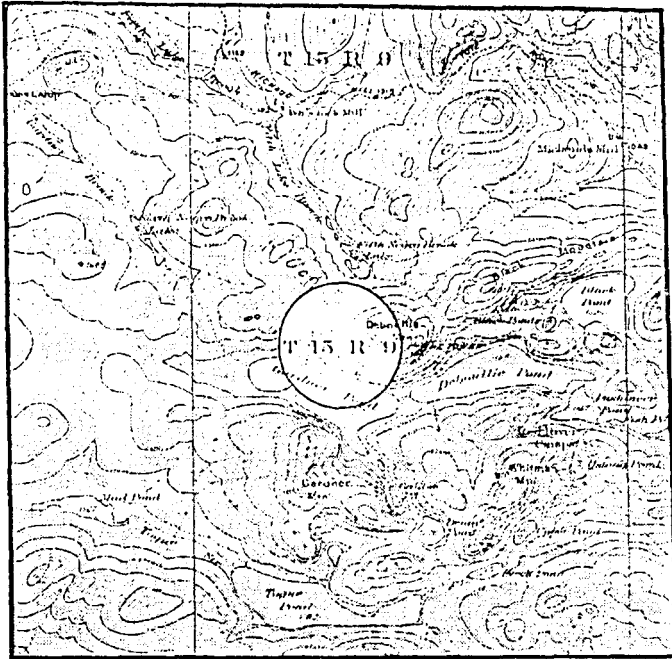
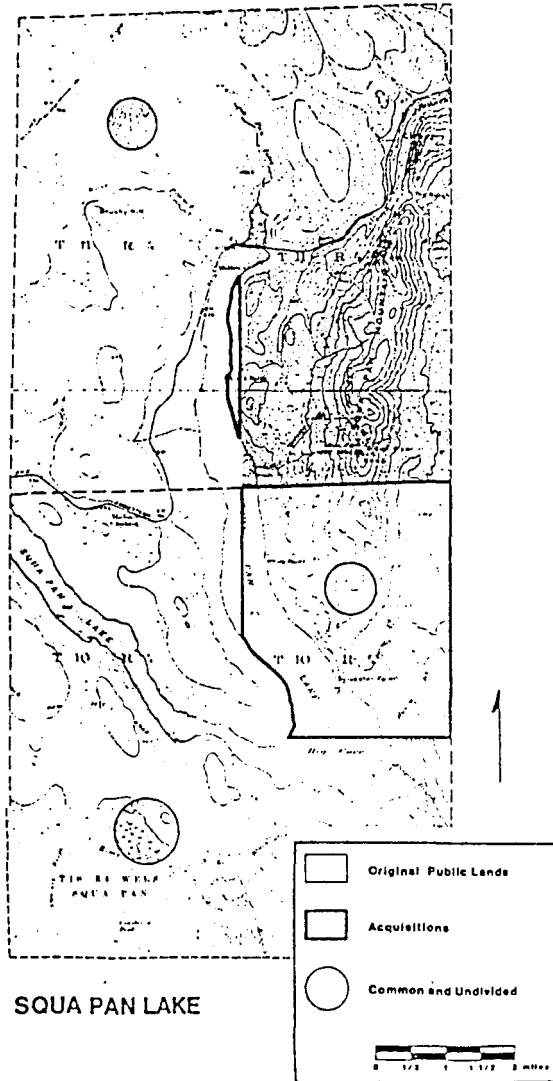
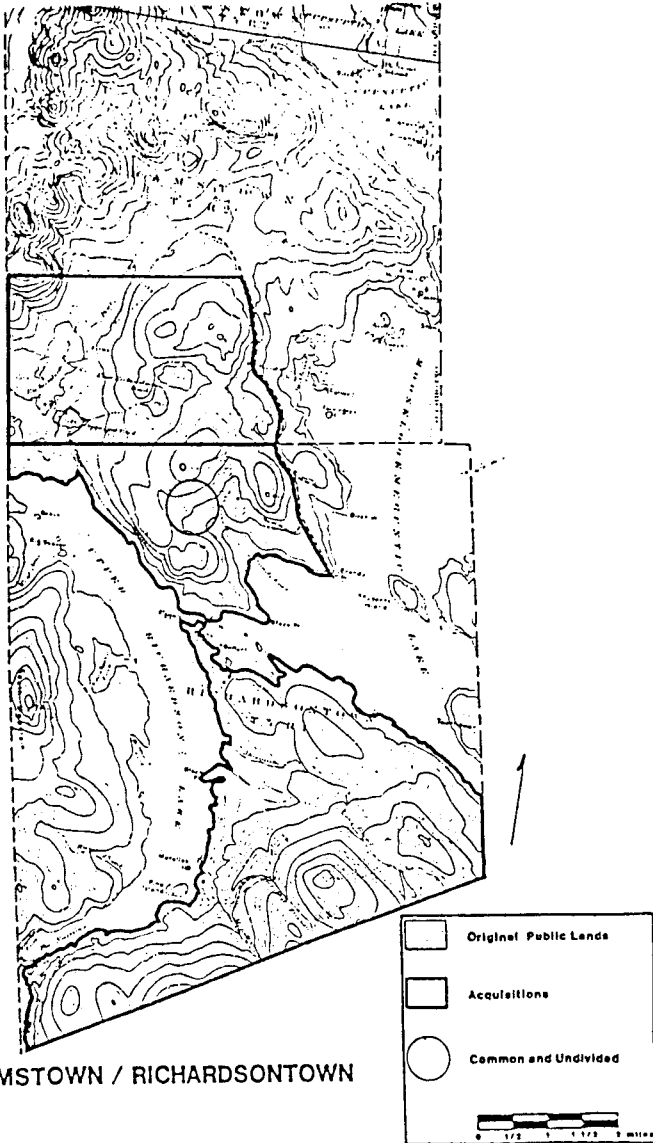


EXHIBIT A-3



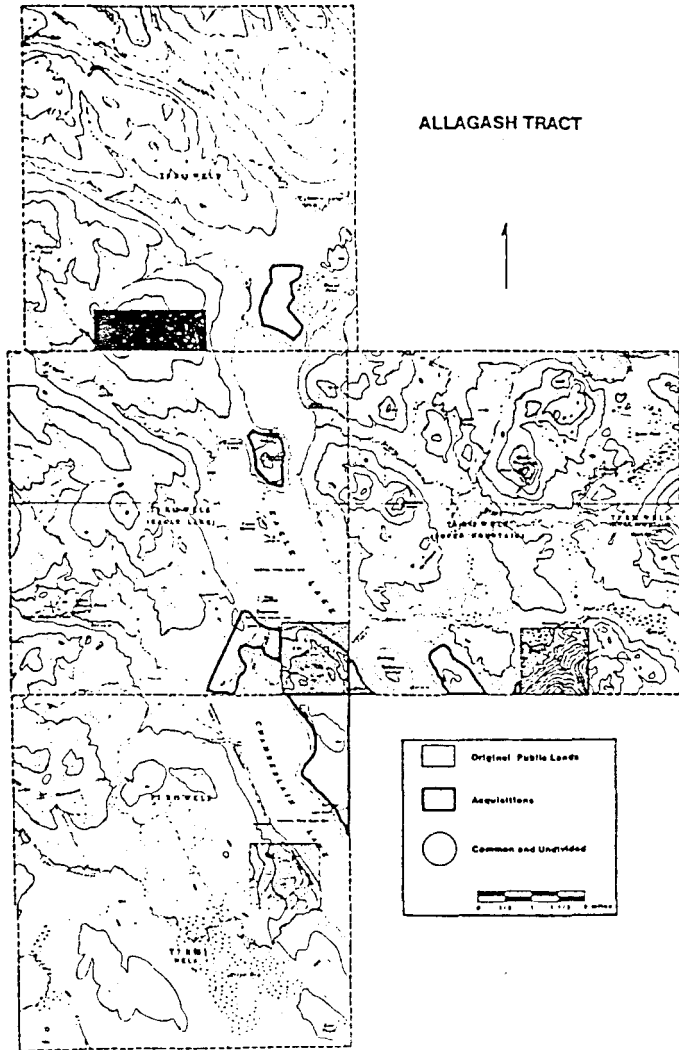
SQUA PAN LAKE

EXHIBIT C



ADAMSTOWN / RICHARDSONTOWN

EXHIBIT D





1 EXHIBIT B  
2 STATE OF MAINE TO PINGREE

3	<u>Town/Tract</u>	<u>Deeded Acreage</u>
4	Twp. 11, Range 7 W	
5	1/2	500
6	Twp. 19, Range 12	1,000
7	Twp. 14, Range 5	1,000
8	Twp. 8, Range 10	798
9	Twp. 11, Range 4 SW	
10	1/4	250
11	Twp. 9, Range 5,	
12	(public lot adjacent	
13	to northerly town	
14	line)	960
15	Twp. 14, Range 13	950
16	Twp. 13, Range 14	950
17	Twp. 4, Range 16 W	
18	1/2	500
19	Twp.12, Range 15	1,000
20	Twp. 16, Range 14	1,166
21	Twp. 10, Range 15	801
22	Twp. 10, Range 16	1,000
23	Twp. 5, Range 15 NW	
24	1/4	250
25	Twp. 7, Range 14	879
26	Twp. 7, Range 15 E	
27	1/2	500
28	Twp. 9, Range 7	960

1	Twp. 9, Range 13	1,000
2	Twp. 10, Range 8	1,000
3	Twp. 10, Range 6 N	
4	1/2	480
5	Twp. 4, Range 5	314
6	Twp. 13, Range 15	693
7	C-Surplus	427
8	C-Town	640
9	Twp. 4, Range 1,	
10	North of Narrows	474
11	Twp. 11, Range 9 E	
12	1/2	500
13	Twp. 15, Range 15	888
14	Toothaker Island	<u>70</u>
15	Total	19,950

16 NOTE: It is the intent of the parties to convey all  
17 of the state's interest in each of the above-  
18 described public lots, excepting and reserving,  
19 however, any portion thereof underlying a great  
20 pond.

21 STATEMENT OF FACT

22 The purpose of this resolve is to authorize the  
23 exchange of certain Public Reserved Lands.

24 5881021784