

MAINE STATE LEGISLATURE

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L.D. 2483

(Filing No. H-747)

STATE OF MAINE
HOUSE OF REPRESENTATIVES
111TH LEGISLATURE
SECOND REGULAR SESSION

COMMITTEE AMENDMENT " A " to H.P. 1881,
L.D. 2483, "RESOLVE, Authorizing the Exchange or
Sale of Certain Public Reserved Lands."

Amend the Resolve in "SECTION I - Exchange of
public reserved land" by striking out all of the
first paragraph and inserting in its place the fol-
lowing:

'The Director, Bureau of Public Lands, is autho-
rized to consummate the exchange of public reserved
land, as provided in the agreements attached, with
the following landowners: Scott Paper Company; Inter-
national Paper Company; Prentiss & Carlisle Company,
Inc.; the clients of Prentiss & Carlisle, Inc.; Great
Northern Paper Company; Coburn Lands Trust; the Dunn
Heirs; Baskahegan Company; and Georgia-Pacific Corpo-
ration.'

Further amend the Resolve in "SECTION II - Sale
of public reserved land" in the 5th line (page 2,
line 15 in L.D.) by striking out the word "As-
sociates" and inserting in its place the following:
'Associates;'

Further amend the Resolve by inserting after
"SECTION II - Sale of public reserved land" the fol-
lowing:

'SECTION III - Payments to towns

Any municipality existing on the effective date
of this resolve, within which public reserved lands
become located as a result of this exchange, shall
receive an annual payment by the Treasurer of State
from the Public Lands Management Fund so long as such

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1 public reserved lands remain located within the mu-
2 nicipality. On or before December 30, 1985, the Trea-
3 surer of State shall calculate the payment for each
4 municipality by multiplying the amount appropriated
5 for this purpose pursuant to the Revised Statutes,
6 Title 12, section 557, subsection 4, by the percent-
7 age in each municipality of the public reserved lands
8 located in municipalities as a result of this ex-
9 change. The payment to a municipality shall not ex-
10 ceed the amount of property taxes that would be due
11 on that land if it were taxable. Any funds remaining
12 shall be prorated in the same manner among those mu-
13 nicipalities whose payment is less than the amount of
14 property taxes that would be due on that land if it
15 were taxable. This section is repealed as of January
16 1, 1986.'

17 Further amend the Resolve in the "AGREEMENT TO
18 PURCHASE" in the 14th line from the end (page 4, line
19 11 in L.D.) by inserting on the blank lines the fol-
20 lowing: 'John W. Forssen' and 'Richard B. Anderson';
21 in the 10th line from the end (page 4, line 15 in
22 L.D.) by inserting on the blank lines the following:
23 'John W. Forssen' and 'Robert Gardiner'; in the 6th
24 line from the end (page 4, line 19 in L.D.) by in-
25 serting on the blank lines the following: 'Linda G.
26 Martin' and 'Dewey W. Martin'; and in the 3rd line
27 from the end (page 4, line 22 in L.D.) by inserting
28 on the blank lines the following: 'Linda G. Martin'
29 and 'M. Albert Harmon'

30 Further amend the Resolve in the "AGREEMENT" in
31 the 16th line from the end (page 9, line 16 in L.D.)
32 by inserting on the blank lines the following: 'Annee
33 Tara' and 'Richard B. Anderson'; in the 13th line
34 from the end by inserting on the blank lines the fol-
35 lowing: 'John Forssen' and 'Robert Gardiner'; in the
36 10th line from the end in the 2nd column (page 9,
37 line 22 in L.D.) by inserting on the blank line the
38 following: 'William G. Lindquist'; in the 7th line
39 from the end in the 2nd column (page 9, line 25 in
40 L.D.) by inserting on the blank line the following:

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1 'Dorris M. Lindquist'; and in the 4th line from the
2 end in the 2nd column (page 9, line 28 in L.D.) by
3 inserting on the blank line the following: 'William
4 G. Lindquist'

5 Further amend the Resolve in the "AMENDMENT TO
6 AGREEMENT" in the first paragraph in the 2nd line
7 (page 10, line 3 in L.D.) by striking out the follow-
8 ing: " , 1984" and inserting in its place the fol-
9 lowing: 'July 30, 1984'

10 Further amend the Resolve in the "AMENDMENT TO
11 AGREEMENT" in subsection 1 in the first 2 lines (page
12 10, lines 14 and 15 in L.D.) by striking out the fol-
13 lowing: " , 1984" and inserting in its place the
14 following: 'July 30, 1984'

15 Further amend the Resolve in the "AMENDMENT TO
16 AGREEMENT" in the 17th line from the end (page 11,
17 line 5 in L.D.) by inserting on the blank lines the
18 following: 'Annee Tara' and 'Richard B. Anderson'; in
19 the 14th line from the end (page 11, line 8 in L.D.)
20 by inserting on the blank lines the following: 'John
21 Forssen' and 'Robert Gardiner'; in the 10th line from
22 the end in the 2nd column (page 11, line 12 in L.D.)
23 by inserting on the blank line the following:
24 'William G. Lindquist'; in the 7th line from the end
25 in the 2nd column (page 11, line 15 in L.D.) by in-
26 serting on the blank line the following: 'Dorris M.
27 Lindquist'; and in the 4th line from the end in the
28 2nd column (page 11, line 18 in L.D.) by inserting on
29 the blank line the following: 'William G. Lindquist'

30 Further amend the Resolve in the "AMENDMENT TO
31 AGREEMENT" in the last line (page 11, line 21 in
32 L.D.) by striking out the words "Land Trust" and in-
33 serting in their place the following:

34 'Land Trust

35 AGREEMENT

COMMITTEE AMENDMENT "A" to H.P. 1881, L.D. 2483

1 THIS AGREEMENT is made this 27th day of August,
2 1984 by and between the STATE OF MAINE, acting
3 through its COMMISSIONER of CONSERVATION and its DI-
4 RECTOR OF THE BUREAU OF PUBLIC LANDS, (hereinafter
5 sometimes referred to as "the State") and
6 TIMBERLANDS, INC., a Maine corporation with offices
7 in Dixfield, Maine (hereinafter referred to as
8 "Timberlands").

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

12 1. That the State of Maine shall convey to
13 Timberlands, or its nominee, all its right, title and
14 interest in and to two located public lots consisting
15 of six hundred and forty (640) acres in T 3 R 6
16 B.K.P.W.K.R. (Upper Enchanted) in Somerset County
17 (hereinafter sometimes referred to as "the Proper-
18 ty"), except the State's right, title or interest in
19 any and all public roads or great ponds in said lots
20 is excepted and reserved to the State.

21 2. That Timberlands shall pay the State, by cer-
22 tified check delivered on the day of closing, the sum
23 of Sixty-Four Thousand Dollars (\$64,000.00) for the
24 Property.

25 3. That Timberlands shall also pay the State the
26 sum of Eleven Thousand Dollars (\$11,000.00), said sum
27 being paid in settlement of all claims that the State
28 of Maine may have against Timberlands or Timberlands'
29 lessees, contractors, agents, employees, and all oth-
30 er entities with which Timberlands has acted in con-
31 cert or by contract, with the officers, employers,
32 agents and other representatives of the foregoing,
33 relating to any and all alleged wrongful or unautho-
34 rized use and occupancy, harvesting of wood, taking
35 of grass, removal of gravel or other resources, leas-
36 ing or any other acts occurring on, or with respect

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1 to, any and all of the public lots in the State of
2 Maine. The State shall also deliver to Timberlands a
3 release and covenant not to sue with respect to the
4 foregoing matters.

5 4. That the State shall refrain and desist from
6 all activities and negotiations with other parties to
7 sell, exchange or partition the property which is the
8 subject of this Agreement.

9 5. That the State shall not engage in any activ-
10 ity or execute any instrument that would result in
11 any further lease, right of way, easement, lien, or
12 encumbrance relating to the Property which is the
13 subject of this Agreement, without the express writ-
14 ten consent of Timberlands.

15 6. That Timberlands shall for itself and its
16 successors and assigns, agree and confirm that it has
17 no actions, causes of action, claims or demands for
18 damages, costs, expenses, contribution, indemnifica-
19 tion, interest or any other claims whatsoever under
20 any theory against the State of Maine, or its employ-
21 ees, agents, officials, agencies or officers, in any
22 way arising out of or connected with any public lots
23 in the State of Maine or any transactions relating to
24 such public lots prior to this date.

25 7. That Timberlands shall release to the State
26 any and all right, title and interest it may have in
27 the public lots of the State, including timber and
28 grass rights, except those specified in paragraph 1
29 of this Agreement.

30 8. That the cutting of timber on and the taking
31 of gravel from the Property shall terminate during
32 the term of this Agreement unless otherwise mutually
33 agreed.

34 9. That the conveyance contemplated by this
35 Agreement shall be made by quitclaim deed, in a form
36 satisfactory to the grantee, and shall convey the

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1 lands or interest therein free and clear of all liens
2 and encumbrances, except (a) those liens or encum-
3 brances created since the date of this Agreement
4 which are acceptable to the grantee; and (b) those
5 encumbrances normally incident to lands of the type
6 being conveyed and which do not materially interfere
7 with the intended use of the lands. The deed shall
8 convey or assign, as appropriate, any and all rights
9 of way, easements, harvesting or extraction permits,
10 and the grantor's interest in any leases, mineral
11 leases, or mineral exploration permits. No less than
12 thirty (30) days prior to the closing of this trans-
13 action, Timberlands shall designate to the State of
14 Maine the names of the grantees and the interests
15 they are to receive.

16 10. That the term of this Agreement shall be
17 from the date and year first above written until the
18 date of closing, which date of closing shall be with-
19 in sixty (60) days following the effective date of
20 legislation authorizing the conveyance of the Proper-
21 ty upon the terms contained in this Agreement. In
22 the event that the next special session of the Legis-
23 lature following the date of the agreement does not
24 approve legislation authorizing the exchange of
25 lands, this Agreement shall terminate on the date of
26 adjournment of that special session, unless the term
27 of this Agreement is otherwise extended by the mutual
28 agreement of the parties.

29 11. That the State shall make available to
30 Timberlands, at the time of closing, such studies,
31 inventories, timber cruises, cutting records, photo-
32 graphs, maps and leases that may be of assistance to
33 Timberlands in the assumption of ownership of the
34 Property.

35 12. Timberlands shall be responsible, at its own
36 expense, for such title examination as Timberlands
37 wishes to conduct. In the event of title objections,
38 Timberlands shall give written notice thereof, and
39 the State shall use its best efforts to remove or re-

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1 solve the objections within a reasonable period of
2 time.

3 13. That taxes assessed against the lands, in-
4 cluding all excise taxes and assessments, shall be
5 paid by the party owning the lands, or interest
6 therein, on the date of assessment.

7 14. That rental payments due on all leases, min-
8 eral leases or mineral exploration permits shall be
9 prorated as of the date of closing. With respect to
10 permits for removal of timber or gravel, the State
11 shall have the right to the payment of all timber
12 severed or gravel removed from its land prior to the
13 date of closing, and Timberlands shall be entitled to
14 retain all such payments for timber severed or gravel
15 removed on or after the date of closing. If either
16 party received payment of any amounts which, pursuant
17 to the preceding sentence, are due the other party,
18 the party receiving any such amounts shall promptly
19 remit them to the other.

20 15. That the State shall deliver full possession
21 of its property to Timberlands at the time of clos-
22 ing.

23 16. That the parties hereto are aware that leg-
24 islative authority is necessary to permit the terms
25 hereof to be performed by the State of Maine, and
26 that this Agreement is, therefore, made contingent
27 upon the granting of such authority. The parties
28 hereto will use their best efforts to draft, submit,
29 and seek favorable passage of legislation authorizing
30 the exchange of lands contemplated by this Agreement.

31 17. That all amendments to this Agreement shall
32 be in writing and shall be executed by the parties
33 hereto.

34 18. That if difficulties arise in accomplishing
35 the undertakings contained herein, the parties hereto
36 agree to use their best efforts to resolve them.

COMMITTEE AMENDMENT "A" to H.P. 1881, L.D. 2483

1 IN WITNESS WHEREOF, the parties hereto have set
2 their hands and seals as of the date and year first
3 above written.

4 WITNESS: STATE OF MAINE

5 Elizabeth Pynchon By Richard B. Anderson
6 Commissioner of Conservation

7 Elizabeth Pynchon By Annee Tara
8 Director, Bureau of Public
9 Lands

10 TIMBERLANDS, INC.

11 Robert N. Weirich By Rand N. Stowell
12 Rand N. Stowell, President
13 Timberlands, Inc.'

14 Further amend the Resolve in the "AGREEMENT" in
15 subsection 1 in the 8th line from the end (page 12,
16 line 39 in L.D.) by inserting after the words and
17 punctuation "Moosehead Lake," the following: 'the lo-
18 cation of which shall be agreed to in writing by the
19 parties,'

20 Further amend the Resolve in the "AGREEMENT" in
21 subsection 14 in the 3rd line (page 16, line 5 in
22 L.D.) by inserting after the word "casualty" the fol-
23 lowing: '(not including budworm damage)'

24 Further amend the Resolve in the "AGREEMENT" in
25 the 4th line from the end in the first column (page
26 17, line 22 in L.D.) by inserting on the blank line
27 the following: 'Steven O. McLamb'

28 Further amend the Resolve in "EXHIBIT C" in the

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1 first paragraph in the 10th and 11th lines (page 20,
2 lines 12 and 13 in L.D.) by striking out the word
3 "or" 2 times and replacing it with the word 'and' 2
4 times and in the 9th line from the end (page 20, line
5 23 in L.D.) by striking out the word and punctuation
6 "State," and inserting in their place the word
7 'State'

8 Further amend the Resolve in the "AGREEMENT" in
9 subsection 14 in the 3rd line (page 25, line 19 in
10 L.D.) by inserting after the word "casualty" the fol-
11 lowing: '(not including budworm damage)'

12 Further amend the Resolve in "EXHIBIT B" in the
13 4th line (page 29, line 4 in L.D.) by striking out
14 the figure "99" and inserting in its place the figure
15 '996'

16 Further amend the Resolve in "EXHIBIT C" in the
17 first paragraph in the 11th line (page 30, line 13 in
18 L.D.) by striking out the word "or" 2 times and re-
19 placing it with the word 'and' 2 times.

20 Further amend the Resolve in the "AGREEMENT" in
21 subsection 14 in the 3rd line (page 38, line 13 in
22 L.D.) by inserting after the word "casualty" the fol-
23 lowing: '(not including budworm damage)'

24 Further amend the Resolve in the "AGREEMENT" in
25 the next to the last line (page 40, line 9 in L.D.)
26 by striking out the following: "H. Kenneth Rande" and
27 inserting in its place the following: 'H. Kenneth
28 Rand'

29 Further amend the Resolve in "EXHIBIT A" in the
30 next to last line (page 41, line 10 in L.D.) by
31 striking out the word "rights" and inserting in its
32 place the following: 'rights,'

33 Further amend the Resolve in "EXHIBIT A-1" in the
34 2nd line (page 42, line 2 in L.D.) by inserting after
35 the word "The" the following: 'non-exclusive' and in

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1 the 5th line (page 42, line 5 in L.D.) by inserting
2 after the word "State" the following: 'and its suc-
3 cessors and assigns'

4 Further amend the Resolve in "EXHIBIT C" in the
5 first paragraph in the 11th and 12th lines (page 45,
6 lines 13 and 14 in L.D.) by striking out the word
7 "or" 2 times and inserting in its place the word
8 'and' 2 times and in the 21st line (page 45, line 23
9 in L.D.) by striking out the following: "State," and
10 inserting in its place the following: 'State'

11 Further amend the Resolve in the "AGREEMENT" in
12 subsection 14 in the 3rd line (page 50, line 22 in
13 L.D.) by inserting after the word "casualty" the fol-
14 lowing: '(not including budworm damage)'

15 Further amend the Resolve in "EXHIBIT A" under
16 the caption "Webber Timberlands" in the 22nd line
17 (page 53, line 35 in L.D.) by striking out the name
18 "Villa B. Webber" and inserting in its place the name
19 'Vila B. Webber'

20 Further amend the Resolve in "EXHIBIT A" under
21 the caption "McCrillis Timerland, Inc. Griswold
22 Heirs" in the 6th line from the end (page 54, line 29
23 in L.D.) by striking out the name "Peter B. Loring"
24 and inserting in its place the following: 'David
25 Place, Peter B. Loring'

26 Further amend the Resolve in "Exhibit B-1" in
27 subsection 2 under the caption "RESERVED BY WEBBER
28 TIMBERLANDS" by striking out all of the first line
29 (page 59, line 27 in L.D.) and inserting in its place
30 the following:

31 '2. over the existing road through lots 26, 32
32 and 31 in the Town of Bradley, commencing on the west
33 line of Lot #26 at a point approximately 1/4 mile
34 southerly of the northwest corner of said Lot #26;
35 thence along the road easterly for a distance of ap-
36 proximately 1 mile to the east line of said Lot #26

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1 at a point which is approximately 1/4 mile southerly
2 of the northeast corner of said Lot #26; thence
3 southeasterly along the road for a distance of ap-
4 proximately 1 mile to the south line of Lot #32 at a
5 point which is approximately 1/4 mile westerly of the
6 southeast corner of said Lot #32; thence southeasterly
7 along the road for a distance of approximately 1/2
8 mile to the east line of Lot #31 at a point which is
9 approximately 1/2 mile southerly of the northeast
10 corner of said Lot #31.

11 RESERVED BY CASSIDY TIMBERLANDS

12 1. T3ND:'

13 Further amend the Resolve in "EXHIBIT B-1" under
14 the caption "RESERVED BY WEBBER TIMBERLANDS" by
15 striking out all of subsection 3 (page 60, lines 11
16 to 26 in L.D.)

17 Further amend the Resolve in "EXHIBIT B-1" in the
18 last paragraph in the 5th line from the end (page 61,
19 line 12 in L.D.) by striking out the following:
20 "T3N.D" and inserting in its place the following:
21 'T3ND'

22 Further amend the Resolve in "EXHIBIT D" in the
23 first paragraph in the 12th and 13th lines (page 65,
24 lines 14 and 15 in L.D.) by striking out the word
25 "or" 2 times and inserting in its place 'and' 2 times
26 and in the 23rd line (page 65, line 25 in L.D.) by
27 striking out the following: "State," and inserting in
28 its place the following: 'State'

29 Further amend the Resolve in the "AGREEMENT" in
30 subsection 14 in the 3rd line (page 70, line 18 in
31 L.D.) by inserting after the word "casualty" the fol-
32 lowing: '(not including budworm damage)'

33 Further amend the Resolve in the "AGREEMENT" in
34 the 4th line from the end (page 72, line 4 in L.D.)
35 by striking out the underlined name "Judith A.

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1 Digran" and inserting in its place the underlined
2 name 'Judith A. Digran'

3 Further amend the Resolve in "EXHIBIT C" in the
4 first paragraph in the 12th line (page 76, line 14 in
5 L.D.) by striking out the word "or" 2 times and in-
6 serting in its place the word 'and' 2 times and in
7 the 23rd line (page 76, line 25 in L.D.) by striking
8 out the following: "State," and inserting in its
9 place the following: 'State'

10 Further amend the Resolve in "EXHIBIT A" by
11 striking out all of the last paragraph (page 83,
12 lines 11 to 15 in L.D.) and inserting in its place
13 the following:

14 'In addition, all and any of the right, title and
15 interest of the Coburn Lands Trust or any Coburn fam-
16 ily members or heirs in the public lots of the State,
17 including timber and grass rights except that public
18 lot listed in Exhibit B of this Agreement.'

19 Further amend the Resolve in "EXHIBIT A" in the
20 13th line (page 93, line 13 in L.D.) by striking out
21 the following: "Lincoln, NE" and inserting in its
22 place the following: 'Lincoln, ME'

23 Further amend the Resolve in the "AGREEMENT" in
24 the 7th line from the end (page 111, line 26 in L.D.)
25 by striking out the words "GEORGIA-PACIFIC CORPORA-
26 TION"

27 Further amend the Resolve in the "AGREEMENT" by
28 striking out all of the 2nd line from the end (page
29 112, line 5 in L.D.) and inserting in its place the
30 following:

31 'GEORGIA-PACIFIC CORPORATION

32 PRINT OR TYPE NAME AS SIGNED:'

33 Further amend the Resolve in "EXHIBIT A" in the

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1 last line (page 113, line 11 in L.D.) by inserting
2 after the figure "52" the following: ', and those
3 public lots in Exhibit B of this Agreement'

4 Further amend the Resolve in "EXHIBIT C" in the
5 first paragraph in the 11th line (page 115, line 13
6 in L.D.) by striking out the word "or" 2 times and
7 inserting in its place the word 'and' 2 times.

8 STATEMENT OF FACT

9 This amendment makes technical and typographic
10 corrections to the resolve. The amendment adds 2 sec-
11 tions that were inadvertently omitted from the origi-
12 nal L.D.

13 7287090684

Reported by the Committee on Energy and Natural Resources
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