

MAINE STATE LEGISLATURE

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1 THIRD SPECIAL SESSION
2

3 ONE HUNDRED AND ELEVENTH LEGISLATURE
4

5 Legislative Document

No. 2483
6

7 H.P. 1881

House of Representatives, August 30, 1984

8 Received by the Clerk of the House on August 30, 1984.

9 Referred to the Committee on Energy and Natural Resources. Sent up
for concurrence and ordered printed pursuant to Joint Rule 14.

10 EDWIN H. PERT, Clerk

Presented by Speaker Martin of Eagle Lake.

11 Cosponsors: Senator Kany of Kennebec and Representative Hall of
Sangerville.

12 STATE OF MAINE
13

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

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

20 Director of the Bureau of Public Lands; autho-
21 rized to consummate the exchange or sale of certain
22 public reserved lands. Resolved: That the Director,
23 Bureau of Public Lands, is authorized to consummate
24 the exchange or sale of public reserved lands, as
25 provided in sections I and II. Any and all land ac-
26 quired by the State under this authority shall be,
27 for all purposes, public reserved land of the State
28 and shall be held in trust by the State under the
29 same terms and conditions as apply to other public
30 reserved lands. Notwithstanding any provisions of
31 the attached agreements, the State shall not convey
32 any land or interest therein which comprises a public
33 road or a great pond. The State also releases and
34 covenants not to sue the parties to these transac-
35 tions, as provided in exhibits to agreements at-
36 tached.

1 SECTION I - Exchange of public reserved land.

2 The Director, Bureau of Public Lands, is autho-
3 rized to consummate the exchange of public reserved
4 land, as provided in the agreements attached, with
5 the following landowners: The Dunn heirs;
6 Baskahegan Company; Coburn Lands Trust;
7 Georgia-Pacific Corporation; Great Northern Paper
8 Company; International Paper Company; Prentiss & Car-
9 lisle, Inc.; the clients of Prentiss & Carlisle, Inc.
10 and Scott Paper Company.

11 SECTION II - Sale of public reserved land

12 The Director, Bureau of Public Lands, is autho-
13 rized to consummate the sale of public reserved
14 lands, as provided in the agreements attached, with
15 the following entities: MMH Associates Timberlands,
16 Inc. and the William Lindquist Trust. All moneys re-
17 ceived by the State in these transactions shall be
18 placed in an interest-bearing land acquisition ac-
19 count and shall be used for the purchase of addition-
20 al land to be incorporated within the public reserved
21 lands' system and held in trust for the people of the
22 State.

23 STATEMENT OF FACT

24 This resolve authorizes the exchange or sale of
25 certain public reserved lands, providing for the con-
26 tinued consolidation of the public reserved lands'
27 system and the resolution of potential claims against
28 private parties for alleged unlawful removal of tim-
29 ber from the public reserved lands (Cushing v. State
30 of Maine, 1981). Additionally, the purposes of this
31 resolve will further enhance the public reserved
32 lands' system for public use and enjoyment and the
33 more efficient management of resources. In accord-
34 ance with the Revised Statutes, Title 30, section
35 4169, subsection 1, paragraph B, notices of these
36 transactions have been posted and public meetings
37 have been conducted, as required.

38 7237082184

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AGREEMENT TO PURCHASE

WITNESS THIS AGREEMENT dated March 2, 1984, between the State of Maine (acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands) and MMH Associates, a private organization duly incorporated to conduct business under the laws of the State of Maine:

1. For the consideration of \$59,200, the State of Maine agrees to convey all of its right, title and interest in certain Public Reserved Lands located in Township 24 MD, Washington County, to MMH Associates.

2. Said land is comprised of 320 acres, originally described as the "Minister's Lot", reserved in the deed of William Bingham, dated January 28, 1793, and recorded in Volume 6, Page 5 (Massachusetts Deeds) at the State Archives, also as shown in Planbook 18A, Page 11 (prepared by Rufus Putnam), which resides in the State Archives. Attached as Exhibit A is a map prepared by the Bureau of Public Lands, drawn to scale from the earlier Putnam work.

3. Payment for said land will consist of (A) a downpayment of \$30,000 due at closing, followed by (B) annual payments equivalent to 10 percent of gross receipts from the production and sale of blueberries on said land, but not less than \$5,000 per year, until the outstanding balance (\$29,200) is acquitted. A fixed annual interest of 10 percent shall be applied to each year's outstanding balance.

4. Upon closing of this transaction, MMH Associates shall be absolved from all rental obligations as of January 1, 1984.

5. The State of Maine shall convey this property by quitclaim deed, excepting and reserving all great ponds and any roads or portions of roads defined and maintained as "public ways" by either the Maine Department of Transportation or the Washington County Board of Commissioners.

6. Dewey W. Martin and M. Albert Harmon hereby certify that they are duly authorized to act on behalf of MMH Associates in the transaction contemplated by the Resolve.

1 all activities and negotiations with other parties to
2 sell, exchange or partition the property which is the
3 subject of this Agreement.

4 5. That the State shall not engage in any activi-
5 ty or execute any instrument that would result in
6 any further lease, right of way, easement, lien, or
7 encumbrance relating to the Property which is the
8 subject of this Agreement, without the express writ-
9 ten consent of Lindquist.

10 6. Concurrently with the closing the State shall
11 obtain and record in the Somerset Registry of Deeds a
12 release or quitclaim deed from any entities, other
13 than the parties hereto, which own any interest in
14 the timber and grass rights on the Property.

15 7. That the cutting of timber on and the taking
16 of gravel from the Property shall terminate during
17 the term of this Agreement unless otherwise mutually
18 agreed.

19 8. That the conveyance contemplated by this
20 Agreement shall be made by quitclaim deed, in a form
21 satisfactory to the grantee, and shall convey the
22 lands or interest therein free and clear of all liens
23 and encumbrances, except (a) those liens or encum-
24 brances created since the date of this Agreement
25 which are acceptable to the grantee; and (b) those
26 encumbrances normally incident to lands of the type
27 being conveyed and which do not materially interfere
28 with the intended use of the land. The deed shall
29 convey or assign, as appropriate, any and all rights
30 of way, easements, harvesting or extraction permits,
31 and the grantor's interest in any leases, mineral
32 leases, or mineral exploration permits. No less than
33 thirty (30) days prior to the closing of this trans-
34 action, Lindquist shall designate to the State of
35 Maine the names of the grantees and the interests
36 they are to receive.

37 9. That the term of this Agreement shall be from
38 the date and year first above written until the date
39 of closing, which date of closing shall be within
40 sixty (60) days following the effective date of leg-
41 islation authorizing the conveyance of the Property
42 upon the terms contained in this Agreement. In the

1 event that the next special session of the Legisla-
2 ture following the date of the agreement does not ap-
3 prove legislation authorizing the exchange of lands,
4 this Agreement shall terminate on the date of ad-
5 journalment of that special session, unless the term of
6 this Agreement is otherwise extended by the mutual
7 agreement of the parties.

8 10. That the State shall make available to
9 Lindquist, at the time of closing, such studies, in-
10 ventories, timber cruises, cutting records, photo-
11 graphs, maps and leases that may be of assistance to
12 Lindquist in the assumption of ownership of the Prop-
13 erty.

14 11. Lindquist shall be responsible, at his own
15 expense, for such title examination as Lindquist
16 wishes to conduct. In the event of title objections,
17 Lindquist shall give written notice thereof, and the
18 State shall use its best efforts to remove or resolve
19 the objections within a reasonable period of time.

20 12. That taxes assessed against the lands, in-
21 cluding all excise taxes and assessments, shall be
22 paid by the party owning the lands, or interest
23 therein, on the date of assessment.

24 13. That rental payments due on all leases, min-
25 eral leases or mineral exploration permits shall be
26 prorated as of the date of closing. With respect to
27 permits for removal of timber or gravel, the State
28 shall have the right to the payment of all timber
29 severed or gravel removed from its land prior to the
30 date of closing, and Lindquist shall be entitled to
31 retain all such payments for timber severed or gravel
32 removed on or after the date of closing. If either
33 party received payment of any amounts which, pursuant
34 to the preceding sentence, are due the other party,
35 the party receiving any such amounts shall promptly
36 remit them to the other.

37 14. That the State shall deliver full possession
38 of its property to Lindquist at the time of closing.

39 15. That the parties hereto are aware that leg-
40 islative authority is necessary to permit the terms
41 hereof to be performed by the State of Maine, and

1 that this Agreement is, therefore, made contingent
2 upon the granting of such authority. The parties
3 hereto will use their best efforts to draft, submit,
4 and seek favorable passage of legislation authorizing
5 the exchange of lands contemplated by this Agreement.

6 16. That all amendments to this Agreement shall
7 be in writing and shall be executed by the parties
8 hereto.

9 17. That if difficulties arise in accomplishing
10 the undertakings contained herein, the parties hereto
11 agree to use their best efforts to resolve them.

12 IN WITNESS WHEREOF, the parties hereto have set
13 their hands and seals as of the date and year first
14 above written.

15 WITNESS: STATE OF MAINE

16 _____ By _____
17 Its Commissioner of Conserva-
18 tion

19 _____ By _____
20 Its Director, Bureau of Public
21 Lands

22 _____
23 William G. Lindquist, Individu-
24 ally

25 _____
26 Dorris M. Lindquist, Individu-
27 ally

28 _____
29 William G. Lindquist, Trustee
30 of the William G. Lindquist
31 Land Trust

1 AMENDMENT TO AGREEMENT

2 This amendment is made to the agreement of
3 _____, 1984 by and between the State of Maine, act-
4 ing through its Commissioner of Conservation and its
5 Director of the Bureau of Public Lands, (hereinafter
6 sometimes referred to as the "State") and William G.
7 Lindquist and Dorris M. Lindquist, individually, and
8 William G. Lindquist in his capacity as trustee of
9 the William G. Lindquist land trust (hereinafter col-
10 lectively referred to as "Lindquist").

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

14 1. That paragraph 6 of the agreement of _____,
15 1984 is hereby deleted.

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

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

4 WITNESS: STATE OF MAINE

5 _____ By _____
6 Its Commissioner of Conserva-
7 tion

8 _____ By _____
9 Its Director, Bureau of Pub-
10 lic
11 Lands

12 _____ _____
13 William G. Lindquist, Indi-
14 vidually

15 _____ _____
16 Dorris M. Lindquist, Individ-
17 ually

18 _____ _____
19 William G. Lindquist, Trustee
20 of the William G. Lindquist
21 Land Trust

1 referred to in Paragraph 8 of this Agreement have
2 been recorded in the appropriate Registry of Deeds.

3 2. State agrees (a) to convey to Scott all of
4 its right title and interest in the property de-
5 scribed in Exhibit B attached hereto and incorporated
6 herein, except that the State shall except and re-
7 serve to itself, its successors and assigns, the
8 non-exclusive right to use, maintain, improve and re-
9 place the roads and bridges as they now exist or may
10 in the future be located or relocated with respect to
11 (i) the Socatean Stream Road across the located pub-
12 lic lot in West Middlesex Township, entering on the
13 west line and exiting on the east line of said public
14 lot; (ii) the roads on the located public lot in Ap-
15 pleton Township; (iii) the access road to Cowan Cove
16 across the located public lot in the northwest quar-
17 ter of Spencer Bay Township, entering in the east
18 line and exiting on the west line of said public lot;
19 (iv) on the located public lot in Kokadjo Township,
20 the Siras Hill Road, entering on the south line and
21 exiting on the east line of said public lot; and the
22 Second Roach Pond Road, entering on the west line and
23 exiting on the east line of said public lot; (v) the
24 Gold Brook to Skinner Road across Skinner Township,
25 entering on the south boundary and exiting on the
26 north boundary of said township; all subject to the
27 State's obligation to pay or share reasonable mainte-
28 nance costs for such roads for such periods as it
29 uses the respective roads; and (b) to deliver to
30 Scott the separate Release and Covenant Not to Sue in
31 the form provided in Exhibit C attached hereto and
32 incorporated herein.

33 3. The property described in Exhibits A and B is
34 referred to in this Agreement as "Lands".

35 4. The term of this Agreement shall commence on
36 the day after the date of this Agreement and continue
37 until and including the date and time on which the
38 documents of conveyance are exchanged, hereinafter
39 referred to as the "Closing Date," which shall be
40 within sixty (60) days following the last to occur of
41 (a) the effective date of legislation authorizing the
42 exchange of Lands upon the terms contained in this
43 Agreement and (b) the effective date of final approv-
44 al of the terms of this Agreement by Scott. In the

1 event that the State does not enact legislation au-
2 thORIZING this exchange of Lands by November 1, 1984,
3 or if Scott does not finally approve such exchange by
4 that date, this Agreement shall terminate on that
5 date, unless the term of this Agreement is extended
6 by the mutual agreement of the parties.

7 5. The parties shall not engage in any activity
8 or execute any instrument which would result in any
9 further lease, right-of-way, easement, lien or encum-
10 brance relating to the Lands during the term of this
11 Agreement, without the express written consent of the
12 other party. This Agreement is subject to an ex-
13 change of rights-of-way which Scott has already nego-
14 tiated with J.M. Huber Company, which provides a
15 right-of-way to Huber over Scott's road in Little
16 Squaw Township for access to Huber land in
17 Squaretown.

18 6. During the term of this Agreement, the cut-
19 ting of timber on the Lands may be continued in ac-
20 cordance with good commercial forestry practice.
21 Within sixty (60) days after the Closing Date, the
22 grantee of the respective Lands shall be paid by the
23 grantor or its designee at going rates for all timber
24 cut and sand and gravel removed from the Lands on or
25 after July 1, 1984.

26 7. All conveyances contemplated by this Agree-
27 ment shall be made by quitclaim deed without cove-
28 nant. The deeds shall convey or assign the grantor's
29 interest in all harvesting or extraction permits and
30 all leases, mineral leases or mineral exploration
31 permits with respect to the premises conveyed, if
32 any.

33 8. Each party agrees to use its best efforts to
34 obtain and record in the appropriate Registry of
35 Deeds, before or concurrent with closing, release or
36 quitclaim deeds from all entities which own or pur-
37 port to own any interest in timber and grass rights
38 on the Public Lots of the State which are to be
39 transferred to Scott pursuant to this Agreement.

40 9. With respect to those townships listed in Ex-
41 hibit B in which the State retains part of the Public
42 Lots, which are or may subsequently be determined to

1 be, unlocated; and concurrent with closing, the State
2 shall agree in writing that the acreage listed in Ex-
3 hibit B for conveyance to Scott is to be unlocated
4 and to lie within that part or share of the township
5 owned by Scott on the Closing Date immediately after
6 closing; and that the State will not locate or parti-
7 tion, propose for location or partition, or agree to
8 the location or partition of, any additional Public
9 Lot acreage in that part or share of the respective
10 township owned by Scott on the Closing Date immedi-
11 ately after closing. In addition, each party agrees
12 to use its best efforts to obtain a written agreement
13 executed by all proprietors of the respective town-
14 ship, pursuant to M.R.S.A. Title 30 §4151, that such
15 remaining Public Lot acreage shall not be located
16 within that part or share of the township owned by
17 Scott.

18 10. Each party shall be responsible at its own
19 expense for such title examination as that party
20 wishes to conduct. In the event of title objections
21 prior to the Closing Date, the objecting party shall
22 give the other party written notice thereof at least
23 ten (10) days prior to the Closing Date; and the oth-
24 er party shall use its best efforts to remove or re-
25 solve the objections within a reasonable period of
26 time, but neither party shall be obligated to expend
27 more than \$1,000 for this purpose. Title defects or
28 objections shall not include rights-of-way, easements
29 or leases, which do not materially interfere with the
30 use of the property for commercial forestry and rec-
31 reational purposes.

32 11. Property taxes for the current or prior tax
33 years and excise taxes for 1984 for fire protection
34 assessed against the Lands shall be paid by the party
35 owning the Lands on the date of assessment.

36 12. Rental payments on all leases, mineral
37 leases or mineral exploration permits on the Lands
38 shall be prorated as of the Closing Date. If either
39 party receives payment of any amounts which are due
40 to the other party pursuant to the preceding sen-
41 tence, the party receiving any such amounts shall
42 promptly remit them to the other party.

43 13. Each party shall deliver full possession of

1 its Lands to the other party at the time of closing,
2 except for existing leases.

3 14. In the event that a substantial part of the
4 standing timber on the entire Lands of either party
5 is destroyed by fire, wind or other casualty before
6 the Closing Date, the grantee may elect not to accept
7 such Lands, in which event closing shall be postponed
8 and both parties agree to use their best efforts to
9 find mutually acceptable substitute lands for that
10 portion of the Lands on which the timber was so
11 destroyed. If the parties fail to find mutually ac-
12 ceptable substitute lands within ninety (90) days of
13 such destruction, this Agreement shall terminate.
14 For the purpose of this paragraph "substantial" shall
15 be deemed to mean five percent (5%) of the volume of
16 merchantable standing timber.

17 15. With respect to any leases existing on the
18 Lands to be conveyed by either party, the parties
19 agree that the respective grantee shall be entitled,
20 after the Closing Date, to all benefits with respect
21 to the Lands received and shall assume all obliga-
22 tions and hold the grantor harmless from any claims
23 and obligations arising after the Closing Date; and
24 the respective grantor shall be entitled, up to and
25 including the Closing Date, to all benefits of Lands
26 conveyed and shall hold the grantee harmless from any
27 claims and obligations arising prior to the Closing
28 Date.

29 16. At the closing of the exchange contemplated
30 by this Agreement, the State shall deliver a separate
31 release and covenant not to sue, in the terms set
32 forth in Exhibit C attached hereto and incorporated
33 herein.

34 17. The parties hereto are aware that legisla-
35 tive authority is necessary to permit the terms here-
36 of to be agreed to by the State; that the final ap-
37 proval of Scott is also necessary; and that this
38 Agreement is therefore contingent upon the granting
39 of such authorizations. Upon the granting of such
40 authorizations, each party warrants to the other par-
41 ty that it has authority to execute this Agreement
42 and to carry out the transactions provided herein.

1 18. All amendments to this Agreement shall be in
2 writing and shall be executed by the parties hereto.

3 19. Either party may cancel this Agreement, or
4 extend the Closing Date, at any time before the deeds
5 are delivered by giving written notice to the other
6 party.

7 IN WITNESS WHEREOF, the parties hereto have set
8 their hands and seals as of the date and year first
9 above written.

10 WITNESS:

STATE OF MAINE

11 Paul Stern

By: Richard B. Anderson
Its Commissioner of
12 Conservation
13

14

PRINT OR TYPE NAME AS SIGNED:

15

16 Paul Stern

By: Annee Tara
Its Director, Bureau of
17 Public Lands
18

19

PRINT OR TYPE NAME AS SIGNED:

20

21

SCOTT PAPER COMPANY

22

23

By: J. L. Shane
Its Executive Vice President

24

25

PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT B

STATE OF MAINE TO SCOTT

<u>TOWN/TRACT</u>	<u>Acres</u>
1. Big W	480
2. W. Middlesex	336
3. Soldiertown	960
4. Thorndike	960
5. Brassua	1,000
6. Skinner	1,000
7. Appleton	669
8. Raytown	654
9. Day's Academy	480
10. Shawtown	480
11. Spencer Bay	960
12. Misery	960
13. Rockwood-2	200
14. Kokadjo (Smithtown)	1,264
15. Lily Bay	<u>1,000</u>
TOTAL	11,403

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

1 leged Uses and of the total amount of all damages for
2 Alleged Uses which State has suffered or may in the
3 future suffer allocable to Scott, if any.

4 This Release is not a release of any other entity
5 which may be liable for damages claimed by the State
6 except as provided above. The State expressly re-
7 serves its rights against any other entity.

8 It is agreed that this settlement is in compro-
9 mise of disputed claims, that the consideration paid
10 is not to be construed as an admission by the parties
11 hereby released, and that the parties hereby released
12 deny liability therefor.

13 This Release contains the ENTIRE AGREEMENT be-
14 tween the parties hereto and the terms of this Re-
15 lease are contractual and not a mere recital.

16 The undersigned further states that he has care-
17 fully read the foregoing Release and knows the con-
18 tents thereof and executes the same, pursuant to the
19 authority granted to the undersigned by Chapter
20 _____, P.L., 1984.

21 Dated this _____ day of _____, 1984.

22 WITNESS:

RELEASOR:

23

STATE OF MAINE

24

25

26

By: _____
Commissioner of Conserva-
tion

1 liver to IP the separate Release and Covenant Not to
2 Sue in the form provided in Exhibit C attached hereto
3 and incorporated herein.

4 3. The property described in Exhibits A and B is
5 referred to in this Agreement as "Lands".

6 4. The term of this Agreement shall commence on
7 the day after the date of this Agreement and continue
8 until and including the date and time on which the
9 documents of conveyance are exchanged, hereinafter
10 referred to as the "Closing Date," which shall be
11 within sixty (60) days following the last to occur of
12 (a) the effective date of legislation authorizing the
13 exchange of Lands upon the terms contained in this
14 Agreement and (b) the effective date of final approval
15 of the terms of this Agreement by IP. In the
16 event that the State does not enact legislation authorizing
17 this exchange of Lands by November 1, 1984,
18 or if IP does not finally approve such exchange by
19 that date, this Agreement shall terminate on that
20 date, unless the term of this Agreement is extended
21 by the mutual agreement of the parties.

22 5. The parties shall not engage in any activity
23 or execute any instrument which would result in any
24 further lease, right-of-way, easement, lien or encum-
25 brance relating to the Lands during the term of this
26 Agreement, without the express written consent of the
27 other party.

28 6. During the term of this Agreement, the cutting
29 of timber on the Lands may be continued in accordance
30 with good commercial forestry practice. Within sixty (60)
31 days after the Closing Date, the grantee of the respective
32 Lands shall be paid by the grantor or its designee at going
33 rates for all timber cut and sand and gravel removed from
34 the Lands on or after July 1, 1984.
35

36 7. All conveyances contemplated by this Agreement
37 shall be made by quitclaim deed without covenant. The
38 deeds shall convey or assign the grantor's interest in
39 all harvesting or extraction permits and all leases, mineral
40 leases or mineral exploration permits with respect to the
41 premises conveyed.

1 8. Each party agrees to use its best efforts to
2 obtain and record in the appropriate Registry of
3 Deeds, before or concurrent with closing, release or
4 quitclaim deeds from all entities which own or pur-
5 port to own any interest in timber and grass rights
6 on the Public Lots of the State which are to be
7 transferred to IP pursuant to this Agreement.

8 9. With respect to those townships listed in Ex-
9 hibit B in which the State retains part of the Public
10 Lots, which are or may subsequently be determined to
11 be, unlocated; and concurrent with closing, the State
12 shall agree in writing that the acreage listed in Ex-
13 hibit B for conveyance to IP is to be unlocated and
14 to lie within that part or share of the township
15 owned by IP on the Closing Date immediately after
16 closing; and that the State will not locate or parti-
17 tion, propose for location or partition, or agree to
18 the location or partition of, any additional Public
19 Lot acreage in that part or share of the respective
20 township then owned by IP. In addition, each party
21 agrees to use its best efforts to obtain a written
22 agreement executed by all proprietors of the respec-
23 tive township, pursuant to M.R.S.A. Title 30 §4151,
24 that such remaining Public Lot acreage shall not be
25 located within that part or share of the township
26 owned by IP on the Closing Date immediately after
27 closing.

28 10. Each party shall be responsible at its own
29 expense for such title examination as that party
30 wishes to conduct. In the event of title objections
31 prior to the Closing Date, the objecting party shall
32 give the other party written notice thereof at least
33 ten (10) days prior to the Closing Date; and the oth-
34 er party shall use its best efforts to remove or re-
35 solve the objections within a reasonable period of
36 time, but neither party shall be obligated to expend
37 more than \$1,000 for this purpose. Title defects or
38 objections shall not include rights-of-way, easements
39 or leases, which do not materially interfere with the
40 use of the property for commercial forestry and rec-
41 reational purposes.

42 11. Property taxes for the current or prior tax
43 years and excise taxes for 1984 for fire protection
44 assessed against the Lands shall be paid by the party

1 owning the Lands on the date of assessment. Excise
2 taxes or charges paid for spraying for 1984 for
3 budworm suppression with respect to the Lands con-
4 veyed by either party shall be paid by the grantee;
5 or to the extent the respective grantor has paid
6 same, grantee shall reimburse grantor at closing.

7 12. Rental payments on all leases, mineral
8 leases or mineral exploration permits on the Lands
9 shall be prorated as of the Closing Date. If either
10 party receives payment of any amounts which are due
11 to the other party pursuant to the preceding sen-
12 tence, the party receiving any such amounts shall
13 promptly remit them to the other party.

14 13. Each party shall deliver full possession of
15 its Lands to the other party at the time of closing,
16 except for existing leases.

17 14. In the event that a substantial part of the
18 standing timber on the entire Lands of either party
19 is destroyed by fire, wind or other casualty before
20 the Closing Date, the grantee may elect not to accept
21 such Lands, in which event closing shall be postponed
22 and both parties agree to use their best efforts to
23 find mutually acceptable substitute lands for that
24 portion of the Lands on which the timber was so de-
25 stroyed. If the parties fail to find mutually ac-
26 ceptable substitute lands within ninety (90) days of
27 such destruction, this Agreement shall terminate.
28 For the purpose of this paragraph "substantial" shall
29 be deemed to mean five percent (5%) of the volume of
30 merchantable standing timber.

31 15. With respect to any leases existing on the
32 Lands to be conveyed by either party, the parties
33 agree that the respective grantee shall be entitled,
34 after the Closing Date, to all benefits with respect
35 to the Lands received and shall assume all obliga-
36 tions and hold the grantor harmless from any claims
37 and obligations arising after the Closing Date; and
38 the respective grantor shall be entitled, up to and
39 including the Closing Date, to all benefits of Lands
40 conveyed and shall hold the grantee harmless from any
41 claims and obligations arising up to and including
42 the Closing Date.

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Peggy N. Lee

INTERNATIONAL PAPER COMPANY

By: Ronald Lovaglio
Its Manager - Forest Management
Attorney-in-Fact
PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT B
STATE TO IP

<u>TOWN/TRACT</u>	<u>ACRES</u>
1. T 13 R 16	99
2. T 12 R 16	450
3. T 12 R 14 W/2	500
4. T 12 R 13	407
5. T 11 R 14	26
6. T 8 R 6 N/2	320
7. T 1 R 6 WELS	333
8. T 3 R 1 NBPP	1,000
9. T 1 R 5 WBKP	960
10. T 3 R 5 EKR	330
11. T 5 R 6 WKR	960
12. T 4 R 5 WKR	900
13. T 3 R 5 WKR	960
14. T 4 R 6 WKR	<u>1,000</u>
TOTAL	9,142

19 However, notwithstanding anything in this Agree-
20 ment, the State's right, title or interest in any and
21 all public roads or great ponds in, on or over any of
22 the lands set forth in Exhibit B of this Agreement is
23 excepted and reserved to the State.

1 leged Uses which State has suffered or may in the fu-
2 ture suffer allocable to IP, if any.

3 This Release is not a release of any other entity
4 which may be liable for damages claimed by the State
5 except as provided above. State expressly reserves
6 its rights against any other entity.

7 It is agreed that this settlement is in compro-
8 mise of disputed claims, that the consideration paid
9 is not to be construed as an admission by the parties
10 hereby released, and that the parties hereby released
11 deny liability therefor.

12 This Release contains the ENTIRE AGREEMENT be-
13 tween the parties hereto and the terms of this Re-
14 lease are contractual and not a mere recital.

15 The undersigned further states that he has care-
16 fully read the foregoing Release and knows the con-
17 tents thereof and executes the same, pursuant to the
18 authority granted to the undersigned by Chapter
19 _____, P.L., 1984.

20 Dated this _____ day of _____, 1984.

21 WITNESS:

RELEASOR:

22

STATE OF MAINE

23

By: _____

24

Its Commissioner of

25

Conservation

26

By: _____

27

Its Director, Bureau of

28

Public Lands

EXHIBIT D-2

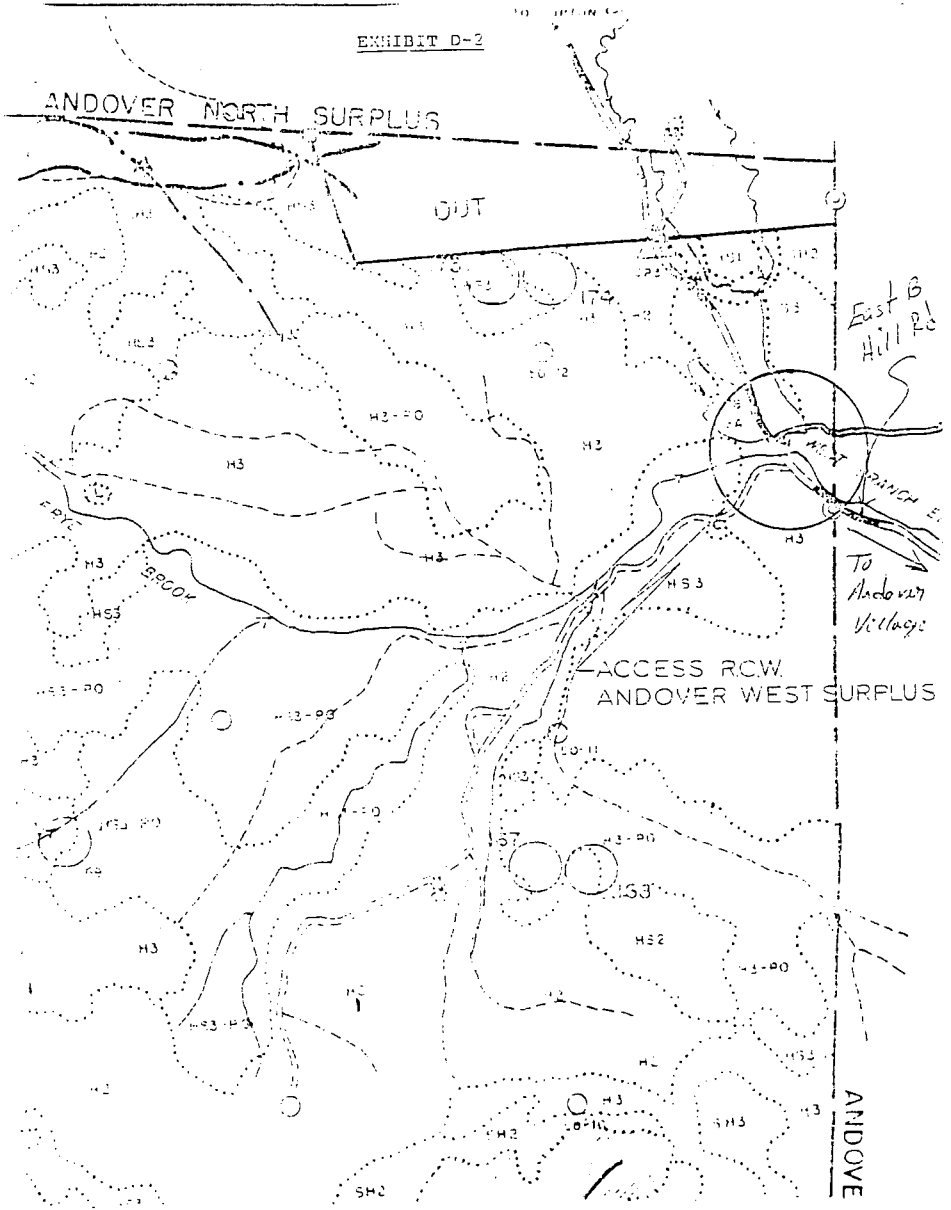
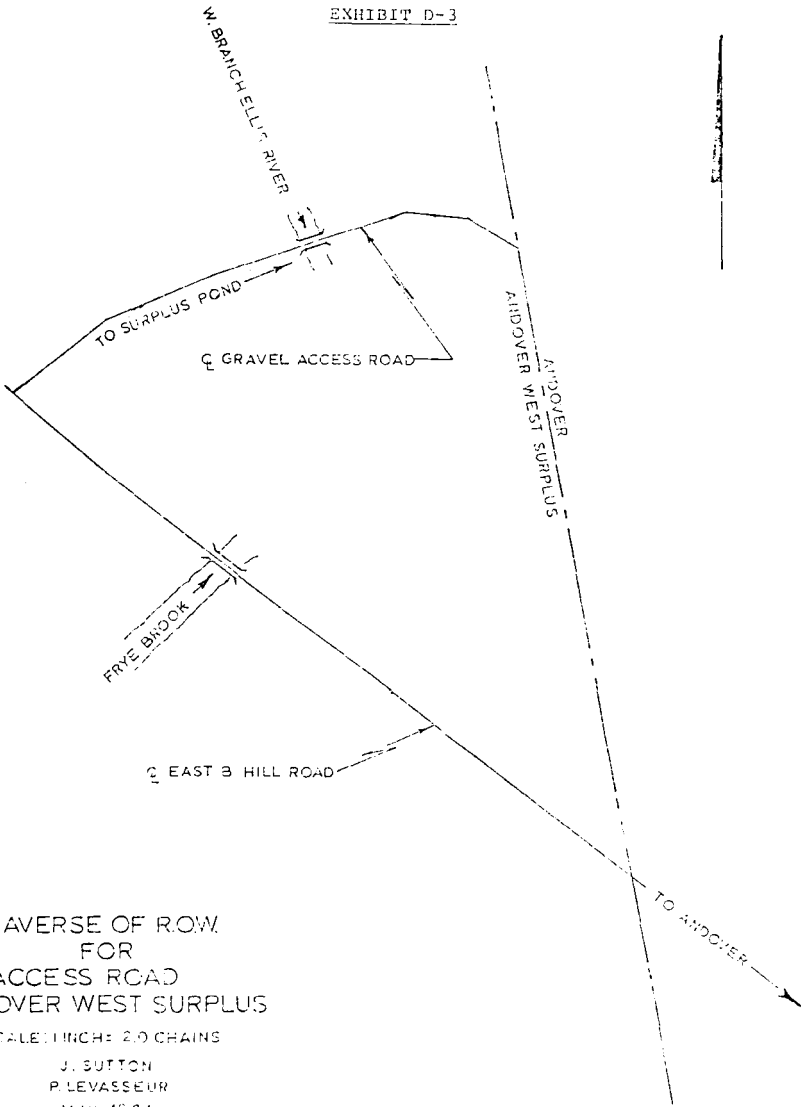


EXHIBIT D-3



TRAVERSE OF ROW
FOR
ACCESS ROAD
ANDOVER WEST SURPLUS

SCALE: 1 INCH = 20 CHAINS

J. BUTTON
P. LEVASSEUR
MAY, 1984

1

AGREEMENT

2 This Agreement is made this 27th day of August,
3 1984, by and between the State of Maine, in its sov-
4 ereign capacity, in its sovereign capacity as trustee
5 of the public lands of the State of Maine, and in its
6 sovereign capacity on behalf of all municipalities
7 and other subdivisions of the State of Maine, acting
8 through its Commissioner of Conservation and its Di-
9 rector of the Bureau of Public Lands, hereinafter re-
10 ferred to as the "State", and Prentiss & Carlisle
11 Company, Inc., a Maine corporation, with a place of
12 business in Bangor, Maine, hereinafter referred to as
13 "P & C".

14 For good and valuable consideration for which re-
15 ceipt is acknowledged by each party, the parties
16 hereto agree as follows:

17 1. P & C agrees to convey to the State all of
18 its right, title and interest in the property de-
19 scribed in Exhibit A attached hereto and incorporated
20 herein; except that it shall except and reserve to
21 itself, its successors and assigns, the rights de-
22 scribed in Exhibit A-1 attached hereto and incorpo-
23 rated herein. Without prejudice or implication as to
24 any of its rights under this Agreement or otherwise,
25 P & C reserves the right to withhold the delivery of
26 its deeds of the property listed in Exhibit A of this
27 Agreement until the deeds referred to in Paragraph 8
28 of this Agreement have been recorded in the appropri-
29 ate Registry of Deeds.

30 2. State agrees (a) to convey to P & C all of
31 its right, title and interest in the property de-
32 scribed in Exhibit B attached hereto and incorporated
33 herein; except that the State shall except and re-
34 serve to itself, its successors and assigns, the
35 rights described in Exhibit B-1 attached hereto and
36 incorporated herein and (b) to deliver to P & C a
37 separate release and covenant not to sue in the form
38 provided in Exhibit C attached hereto and incorpo-
39 rated herein.

40 3. The property described in Exhibits A and B
41 are referred to in this Agreement as "Lands".

1 4. The term of this Agreement shall commence on
2 the day after the date of this Agreement and continue
3 until and including the date and time on which the
4 documents of conveyance are exchanged, hereinafter
5 referred to as the "Closing Date," which shall be
6 within sixty (60) days following the last to occur of
7 (a) the effective date of legislation authorizing the
8 exchange of Lands upon the terms contained in this
9 Agreement and (b) the effective date of final approv-
10 al of the terms of this Agreement by the respective
11 P & C client. In the event that the State does not
12 enact legislation authorizing this exchange of Lands
13 by November 1, 1984, or if the respective P & C cli-
14 ent does not finally approve such exchange by that
15 date, this Agreement shall terminate on that date,
16 unless the term of this Agreement is extended by the
17 mutual agreement of the parties.

18 5. The parties shall not engage in any activity
19 or execute any instrument which would result in any
20 further lease, right-of-way, easement, lien or encum-
21 brance relating to the Lands during the term of this
22 Agreement, without the express written consent of the
23 other party.

24 6. During the term of this Agreement, the cut-
25 ting of timber on the Lands may be continued in ac-
26 cordance with good commercial forestry practice.
27 Within sixty (60) days after the Closing Date, the
28 grantee of the respective Lands shall be paid by the
29 grantor or its designee at going rates for all timber
30 cut and sand and gravel removed from the Lands on or
31 after July 1, 1984.

32 7. All conveyances contemplated by this Agree-
33 ment shall be made by quitclaim deed without cove-
34 nant. The deeds shall convey or assign the grantor's
35 interest in all harvesting or extraction permits and
36 all leases, mineral leases or mineral exploration
37 permits with respect to the premises conveyed.

38 8. Each party agrees to use its best efforts to
39 obtain and record in the appropriate Registry of
40 Deeds, before or concurrent with closing, release or
41 quitclaim deeds from all entities which own or pur-
42 port to own any interest in timber and grass rights
43 on the Public Lots of the State, which are to be

1 transferred to P & C pursuant to this Agreement.

2 9. With respect to those townships listed in Ex-
3 hibit B in which the State retains part of the Public
4 Lots, which are or may subsequently be determined to
5 be, unlocated; and concurrent with closing, the State
6 shall agree in writing that the acreage listed in Ex-
7 hibit B for conveyance to P & C is to be unlocated
8 and to lie within that part or share of the township
9 owned by P & C on the closing date immediately after
10 closing; and that the State will not locate or parti-
11 tion, propose for location or partition, or agree to
12 the location or partition of, any additional Public
13 Lot acreage in that part or share of the respective
14 township owned by P & C on the closing date immedi-
15 ately after closing. In addition, each party agrees
16 to use its best efforts to obtain a written agreement
17 executed by all proprietors of the respective town-
18 ship, pursuant to M.R.S.A. Title 30, §4151, that such
19 remaining Public Lot acreage shall not be located
20 within that part or share of the township owned by P
21 & C.

22 10. Each party shall be responsible at its own
23 expense for such title examination as that party
24 wishes to conduct. In the event of title objections
25 prior to the Closing Date, the objecting party shall
26 give the other party written notice thereof at least
27 ten (10) days prior to the Closing Date; and the oth-
28 er party shall use its best efforts to remove or re-
29 solve the objections within a reasonable period of
30 time, but neither party shall be obligated to expend
31 more than \$1,000 for this purpose. Title defects or
32 objections shall not include rights-of-way, easements
33 or leases, which do not materially interfere with the
34 use of the property for commercial forestry or recre-
35 ational purposes.

36 11. Property taxes for the current or prior tax
37 years and excise taxes for 1984 for fire protection
38 assessed against the Lands shall be paid by the party
39 owning the Lands on the date of assessment. Excise
40 taxes or charges paid for spraying for 1984 for
41 budworm suppression with respect to the Lands con-
42 veyed by either party shall be paid by the grantee;
43 or to the extent the respective grantor has paid
44 same, grantee shall reimburse grantor at closing.

1 12. Rental payments on all leases, mineral
2 leases or mineral exploration permits on the Lands
3 shall be prorated as of the Closing Date. If either
4 party receives payment of any amounts which are due
5 to the other party pursuant to the preceding sen-
6 tence, the party receiving any such amounts shall
7 promptly remit them to the other party.

8 13. Each party shall deliver full possession of
9 its Lands to the other party at the time of closing,
10 except for existing leases.

11 14. In the event that a substantial part of the
12 standing timber on the entire Lands of either party
13 is destroyed by fire, wind or other casualty before
14 the Closing Date, the grantee may elect not to accept
15 such Lands, in which event closing shall be postponed
16 and both parties agree to use their best efforts to
17 find mutually acceptable substitute lands for that
18 portion of the Lands on which the timber was so de-
19 stroyed. If the parties fail to find mutually ac-
20 ceptable substitute lands within ninety (90) days of
21 such destruction, this Agreement shall terminate.
22 For the purpose of this paragraph "substantial" shall
23 be deemed to mean five percent (5%) of the volume of
24 merchantable standing timber.

25 15. With respect to any leases existing on the
26 Lands to be conveyed by either party, the parties
27 agree that the respective grantee shall be entitled,
28 after the Closing Date, to all benefits with respect
29 to the Lands received and shall assume all obliga-
30 tions and hold the grantor harmless from any claims
31 and obligations arising after the Closing Date; and
32 the respective grantor shall be entitled, up to and
33 including the Closing Date, to all benefits of Lands
34 conveyed and shall hold the grantee harmless from any
35 claims and obligations arising up to and including
36 the Closing Date.

37 16. At the closing of the exchange contemplated
38 by this Agreement, the State shall deliver a separate
39 release and covenant not to sue to P & C, in the
40 terms set forth in Exhibit C attached hereto and in-
41 corporated herein. The parties hereto intend that
42 the excess of (a) the value of the property described
43 in Exhibit A hereto for conveyance by P & C to the

1 State over (b) the value of the property described in
2 Exhibit B hereto for conveyance to P & C by the
3 State, shall be in consideration for the release of
4 all such claims against P & C.

5 17. The parties hereto are aware that legisla-
6 tive authority is necessary to permit the terms here-
7 of to be agreed to by the State; that the final ap-
8 proval of P & C is also necessary; and that this
9 Agreement is therefore contingent upon the granting
10 of such authorizations. Upon the granting of such
11 authorizations, each party warrants to the other par-
12 ty that it has authority to execute this Agreement
13 and to carry out the transactions provided herein.

14 18. It shall be a condition of the obligations
15 of P & C under this Agreement that prior to closing P
16 & C and the State shall execute a mutually satisfac-
17 tory land management agreement which shall set forth
18 the terms and conditions upon which P & C shall fur-
19 nish management services to the State with respect to
20 those common and undivided interests or lands owned
21 by the State which are currently managed by P & C.

22 19. All amendments to this Agreement shall be in
23 writing and shall be executed by the parties hereto.

24 20. Either party may cancel this Agreement or
25 extend the Closing Date at any time before the deeds
26 are delivered by giving written notice to the other
27 party.

28 IN WITNESS WHEREOF, the parties hereto have set
29 their hands and seals as of the date and year first
30 above written.

31 WITNESS: STATE OF MAINE

32 Paul Stern By: Richard B. Anderson
33 Its Commissioner of
34 Conservation

35 PRINT OR TYPE NAME AS SIGNED:

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2 Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

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4

PRINT OR TYPE NAME AS SIGNED:

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PRENTISS & CARLISLE COMPANY,
INC.

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9 H. Kenneth Rande

By: David M. Carlisle
Its President

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EXHIBIT A

P & C TO STATE

Fraction	Tract	Acres
31/12480	T 10 R 4 WELS NE/4	16
1/45	T 10 R 4 WELS SW 3/4	431
834/15904	T 12 R 13 WELS	<u>1060</u> 1507

8 In addition, any and all of the right, title and
9 interest of P & C in the Public Lots of the State,
10 including timber and grass rights except for those
11 listed in Exhibit B of this Agreement.

1

EXHIBIT A-1

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I. The right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to the State similar rights in said roads and bridges, over the following right of way.

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Reserved by P & C From SW 3/4 of T 10 R 4 WELS to be conveyed to the Griswolds for access to T 9 R 4 WELS over an existing road located on T 10 R 4 WELS, Aroostook County, Maine described as follows: commencing at the southwest corner of said T 10 R 4 WELS; thence proceeding northerly for approximately one quarter (1/4) mile; thence generally easterly for approximately one and one quarter (1 1/4) miles; thence southeasterly for approximately one quarter (1/4) mile to the south town line of said T 10 R 4 WELS at a point which is approximately one and one half (1 1/2) miles easterly of the southwest corner of said T 10 R 4 WELS.

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EXHIBIT B

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STATE TO P & C

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TOWN/TRACT

ACRES

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T 12 R 7 WELS

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However, notwithstanding anything in this Agree-

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ment, the State's right, title or interest in any and

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all public roads or great ponds in, on or over any of

8

the lands set forth in Exhibit B of this Agreement is

9

excepted and reserved to the State.

1

EXHIBIT B-1

2 The non-exclusive right to use, maintain, improve
3 and replace the roads and bridges as they now exist
4 or may in the future be relocated, granting however
5 to P & C, its clients, and its successors and as-
6 signs, similar rights in said roads and bridges, over
7 the following rights of way.

8 In 12 R 7 WELS, on the American Realty Road,
9 which enters and exits on the south line of the town.

10 In 13 R 13 WELS, on the St. Pamphile Road, which
11 enters on the north and east line of the town and ex-
12 its on the west line of the town.

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EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (all hereinafter referred to as "the State") releases, acquits and forever discharges PRENTISS & CARLISLE COMPANY, INC., a Maine Corporation, with a place of business in Bangor, Maine, its successors or assigns, predecessors in title, subsidiaries or affiliates, lessees, contractors and all other entities with which P & C has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (hereinafter referred to as "P & C"), of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State, now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to P & C, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which P & C may be found to be responsible.

State hereby covenants not to sue P & C or any other entity for that portion of all claims for Al-

1 leged Uses and of the total amount of all damages for
2 Alleged Uses which the State has suffered or may in
3 the future suffer allocable to P & C, if any, because
4 of the Alleged Uses during such period.

5 This Release is not a release of any other entity
6 which may be liable for damages claimed by the State
7 except as provided above. The State expressly re-
8 serves its rights against any other entity.

9 It is agreed that this settlement is in compro-
10 mise of disputed claims, that the consideration paid
11 is not to be construed as an admission by the parties
12 hereby released, and that the parties hereby released
13 deny liability therefor.

14 This Release contains the ENTIRE AGREEMENT be-
15 tween the parties hereto and the terms of this Re-
16 lease are contractual and not a mere recital.

17 The undersigned further states that he has care-
18 fully read the foregoing Release and knows the con-
19 tents thereof and executes the same, pursuant to the
20 authority granted to the undersigned by Chapter____,
21 P.L. 1984.

22 Dated this ____ day of _____, 1984.

23 WITNESS:

RELEASOR:

24 STATE OF MAINE

25 _____
26
27

By: _____
Its Commissioner of
Conservation

28 _____
29
30

By: _____
Its Director, Bureau of
Public Lands

1

AGREEMENT

2 This Agreement is made this 27th day of August,
3 1984, by and between the State of Maine, in its sov-
4 ereign capacity, in its sovereign capacity as trustee
5 of the public lands of the State of Maine, and in its
6 sovereign capacity on behalf of all municipalities
7 and other subdivisions of the State of Maine, acting
8 through its Commissioner of Conservation and its Di-
9 rector of the Bureau of Public Lands, hereinafter re-
10 ferred to as the "State", and Prentiss & Carlisle
11 Company, Inc., a Maine corporation, with a place of
12 business in Bangor, Maine, hereinafter referred to as
13 "P & C".

14 For good and valuable consideration for which re-
15 ceipt is acknowledged by each party, the parties
16 hereto agree as follows:

17 1. P & C agrees to recommend to its clients; in-
18 cluding without limitation, those persons and other
19 entities listed in Exhibit A attached hereto and in-
20 corporated herein, hereinafter referred to as the
21 "respective P & C client(s)", to convey to the State
22 all of their right, title and interest in the respec-
23 tive property described in Exhibit B attached hereto
24 and incorporated herein; except that the respective P
25 & C client shall except and reserve to itself, its
26 successors and assigns, the rights described in Ex-
27 hibit B-1 attached hereto and incorporated herein.
28 Without prejudice or implication as to any of the re-
29 spective P & C client's rights under this Agreement
30 or otherwise, the respective P & C client reserves
31 the right to withhold the delivery of its deeds of
32 the property listed in Exhibit B of this Agreement
33 until the deeds referred to in Paragraph 8 of this
34 Agreement have been recorded in the appropriate Reg-
35 istry of Deeds.

36 2. State agrees (a) to convey to the respective
37 P & C client or its nominee all of its right, title
38 and interest in the property described in Exhibit C
39 attached hereto and incorporated herein except that
40 the State shall except and reserve to itself, and its
41 successors and assigns, the rights described in Ex-
42 hibit C-1 attached hereto and incorporated herein;

1 and (b) to deliver to the respective P & C client a
2 separate release and covenant not to sue in the form
3 provided in Exhibit D attached hereto and incorpo-
4 rated herein.

5 3. The property described in Exhibits B and C
6 are referred to in this Agreement as "Lands".

7 4. The term of this Agreement shall commence on
8 the day after the date of this Agreement and continue
9 until and including the date and time on which the
10 documents of conveyance are exchanged, hereinafter
11 referred to as the "Closing Date," which shall be
12 within sixty (60) days following the last to occur of
13 (a) the effective date of legislation authorizing the
14 exchange of Lands upon the terms contained in this
15 Agreement and (b) the effective date of final approv-
16 al of the terms of this Agreement by the respective P
17 & C client. In the event that the State does not en-
18 act legislation authorizing this exchange of Lands by
19 November 1, 1984, or if the respective P & C client
20 does not finally approve such exchange by that date,
21 this Agreement shall terminate on that date, unless
22 the term of this Agreement is extended by the mutual
23 agreement of the parties.

24 5. The parties shall not engage in any activity
25 or execute any instrument which would result in any
26 further lease, right-of-way, easement, lien or encum-
27 brance relating to the Lands during the term of this
28 Agreement, without the express written consent of the
29 other party.

30 6. During the term of this Agreement, the cut-
31 ting of timber on the Lands may be continued in ac-
32 cordance with good commercial forestry practice.
33 Within sixty (60) days after the Closing Date, the
34 grantee of the respective Lands shall be paid by the
35 grantor or its designee at going rates for all timber
36 cut and sand and gravel removed from the Lands on or
37 after July 1, 1984.

38 7. All conveyances contemplated by this Agree-
39 ment shall be made by quitclaim deed without cove-
40 nant. The deeds shall convey or assign the grantor's
41 interest in all harvesting or extraction permits and
42 all leases, mineral leases or mineral exploration

1 permits with respect to the premises conveyed.

2 8. Each party agrees to use its best efforts to
3 obtain and record in the appropriate Registry of
4 Deeds, before or concurrent with closing, release or
5 quitclaim deeds from all entities which own or pur-
6 port to own any interest in timber and grass rights
7 on the Public Lots of the State, which are to be
8 transferred to the respective P & C client pursuant
9 to this Agreement.

10 9. With respect to those townships listed in Ex-
11 hibit C in which the State retains part of the Public
12 Lots, which are or may subsequently be determined to
13 be, unlocated; and concurrent with closing, the State
14 shall agree in writing that the acreage listed in Ex-
15 hibit C for conveyance to the respective P & C client
16 is to be unlocated and to lie within that part or
17 share of the township owned by the respective P & C
18 client on the Closing Date immediately after closing;
19 and that the State will not locate or partition, pro-
20 pose for location or partition, or agree to the loca-
21 tion or partition of, any additional Public Lot acre-
22 age in that part or share of the respective township
23 owned by the respective P & C client on the Closing
24 Date immediately after closing. In addition, each
25 party agrees to use its best efforts to obtain a
26 written agreement executed by all proprietors of the
27 respective township, pursuant to M.R.S.A. Title 30
28 §4151, that such remaining Public Lot acreage shall
29 not be located within that part or share of the town-
30 ship owned by the respective P & C client.

31 10. Each party shall be responsible at its own
32 expense for such title examination as that party
33 wishes to conduct. In the event of title objections
34 prior to the Closing Date, the objecting party shall
35 give the other party written notice thereof at least
36 ten (10) days prior to the Closing Date; and the oth-
37 er party shall use its best efforts to remove or re-
38 solve the objections within a reasonable period of
39 time, but neither party shall be obligated to expend
40 more than \$1,000 for this purpose. Title defects or
41 objections shall not include rights-of-way, easements
42 or leases, which do not materially interfere with the
43 use of the property for commercial forestry or recre-
44 ational purposes.

1 11. Property taxes for the current or prior tax
2 years and excise taxes for 1984 for fire protection
3 assessed against the Lands shall be paid by the party
4 owning the Lands on the date of assessment. Excise
5 taxes or charges paid for spraying for 1984 for
6 budworm suppression with respect to the Lands con-
7 veyed by either party shall be paid by the grantee;
8 or to the extent the respective grantor has paid
9 same, grantee shall reimburse grantor at closing.

10 12. Rental payments on all leases, mineral
11 leases or mineral exploration permits on the Lands
12 shall be prorated as of the Closing Date. If either
13 party receives payment of any amounts which are due
14 to the other party pursuant to the preceding sen-
15 tence, the party receiving any such amounts shall
16 promptly remit them to the other party.

17 13. Each party shall deliver full possession of
18 its Lands to the other party at the time of closing,
19 except for existing leases.

20 14. In the event that a substantial part of the
21 standing timber on the entire Lands of either party
22 is destroyed by fire, wind or other casualty before
23 the Closing Date, the grantee may elect not to accept
24 such Lands, in which event closing shall be postponed
25 and both parties agree to use their best efforts to
26 find mutually acceptable substitute lands for that
27 portion of the Lands on which the timber was so de-
28 stroyed. If the parties fail to find mutually ac-
29 ceptable substitute lands within ninety (90) days of
30 such destruction, this Agreement shall terminate.
31 For the purpose of this paragraph "substantial" shall
32 be deemed to mean five percent (5%) of the volume of
33 merchantable standing timber.

34 15. With respect to any leases existing on the
35 Lands to be conveyed by either party, the parties
36 agree that the respective grantee shall be entitled,
37 after the Closing Date, to all benefits with respect
38 to the Lands received and shall assume all obliga-
39 tions and hold the grantor harmless from any claims
40 and obligations arising after the Closing Date; and
41 the respective grantor shall be entitled, up to and
42 including the Closing Date, to all benefits of Lands
43 conveyed and shall hold the grantee harmless from any

1 claims and obligations arising up to and including
2 the Closing Date.

3 16. At the closing of the exchange contemplated
4 by this Agreement, the State shall deliver a separate
5 release and covenant not to sue to each respective P
6 & C client, in the terms set forth in Exhibit D at-
7 tached hereto and incorporated herein. The parties
8 hereto intend that the excess of (a) the value of the
9 property described in Exhibit B hereto for conveyance
10 by the respective P & C client to the State over (b)
11 the value of the property described in Exhibit C
12 hereto for conveyance to the respective P & C client
13 by the State, shall be in consideration for the re-
14 lease of all such claims against the respective P & C
15 client.

16 17. The parties hereto are aware that legisla-
17 tive authority is necessary to permit the terms here-
18 of to be agreed to by the State; that the final ap-
19 proval of the respective P & C client is also neces-
20 sary; and that this Agreement is therefore contingent
21 upon the granting of such authorizations. Upon the
22 granting of such authorizations, each party warrants
23 to the other party that it has authority to execute
24 this Agreement and to carry out the transactions pro-
25 vided herein.

26 18. It shall be a condition of the obligations
27 of P & C under this Agreement that prior to closing P
28 & C and the State shall execute a mutually satisfac-
29 tory land management agreement which shall set forth
30 the terms and conditions upon which P & C shall fur-
31 nish management services to the State with respect to
32 those common and undivided interests or lands owned
33 by the State which are currently managed by P & C.

34 19. All amendments to this Agreement shall be in
35 writing and shall be executed by the parties hereto.

36 20. Either party may cancel this Agreement or
37 extend the Closing Date at any time before the deeds
38 are delivered by giving written notice to the other
39 party.

40 IN WITNESS WHEREOF, the parties hereto have set
41 their hands and seals as of the date and year first

1 above written.

2 WITNESS: STATE OF MAINE

3 Paul Stern By: Richard B. Anderson
4 Its Commissioner of Conservation

5 PRINT OR TYPE NAME AS SIGNED:

6 _____

7 Paul Stern By: Annee Tara
8 Its Director, Bureau of
9 Public Lands

10 PRINT OR TYPE NAME AS SIGNED:

11 _____
12 PRENTISS & CARLISLE COMPANY,
13 INC.

14 H. Kenneth Rand By: David M. Carlisle
15 Its President

16 PRINT OR TYPE NAME AS SIGNED:

17 _____

1

EXHIBIT A

2

P & C CLIENTS

3

Cassidy Timberlands

4 Barbara A. Cassidy
5 John F. Cassidy, III
6 Roselle C. Flynn
7 Jane M. Sullivan
8 Ralph I. Lancaster and Northeast Band, Executors and
9 Trustees under the Will of Joan C. Stetson
10 The Merrill Trust Company and David M. Carlisle, Trustees
11 under an Indenture of Trust dated December 20,
12 1978 entered into with Jane M. Sullivan for the
13 benefit of Mary Jane Helfrich et al

14

Webber Timberlands

15 G. Peirce Webber
16 Marcia L. Cushing
17 Florence P. Webber
18 Steven E. Spetnagel
19 Florence W. Rogers
20 Frank B. Rogers, Jr.
21 Lance D. Rogers
22 Bradbury Webber
23 Grace W. Cushing
24 Andre E. Cushing, Sr.
25 Jane P. Cushing
26 John M. Webber
27 Charles R. Cushing
28 Andre E. Cushing, III
29 Linda L. McInerney
30 Lila P. Webber
31 Ralph B. Webber, Jr.
32 Jean W. Lange
33 Frank M. Webber
34 Andre E. Cushing, Jr.
35 Villa B. Webber and Samuel S. Dennis, 3rd, Co-
36 Executors under the Will of F. Roscoe Webber, III
37 The Merrill Trust Company, Trustee under Indenture
38 of Trust entered into with Charles P. Webber for
39 the benefit of Diane Webber Wallace
40 Bradford S. Wellman and David M. Carlisle, Trustees
41 under Trust Agreement for the benefit of Andre E.

1 Cushing, III et al
2 Bradford S. Wellman and David M. Carlisle, Trustees
3 under Trust Agreement for the benefit of Linda
4 Lee Cushing, et al
5 The Merrill Trust Company, Trustee of the G. Peirce
6 and Florence P. Webber Charitable Lead Trust dated
7 April 2, 1981
8 Eleanor H. Webber and Charles P. Webber, Trustees
9 of the Eleanor H. and Charles P. Webber Revocable
10 Trust dated August 4, 1982
11 George D. Carlisle, Trustee under Trust for the
12 benefit of Marcia L. Cushing et al, dated
13 August 8, 1972
14 The Merrill Trust Company, Trustee under an Inden-
15 ture of Trust entered into with Frank M. Webber
16 for the benefit of Anne W. Webber et al dated
17 December 28, 1976
18 Fay Brockmiller, Administrator c.t.a. of the Estate
19 of Anne Webber Chase
20 Samuel S. Dennis, III, Trustee, Vila B. Webber Trust

21 McCrillis Timberland, Inc. Griswold Heirs

22 McCrillis Timberland, Inc.
23 Francis F. Bickford
24 Anne F. Nixon
25 Augustus P. Loring and William M. G. Fletcher, Trustees
26 under the will of Anna G. Fletcher
27 Augustus P. Loring, Peter B. Loring and Lawrence
28 Coolidge, Trustees under the Will of Margaret G. Locke
29 Peter B. Loring, Lawrence Coolidge,
30 Trustees under Articles 9 and 10 of the Will of
31 Merrill Griswold
32 Augustus P. Loring, Lawrence Coolidge,
33 Trustees under the Will of Evelyn S. Griswold,
34 Evelyn S. Griswold Trust Number 4.

35 Lincoln Associates Group

36 Yankee Fork Corporation
37 Fish River Company
38 Lost River Company

39 Moulton

1 Moulton-Emery Timberlands, Inc.
2 Gardner N. Moulton and Bonnie R. Moulton, Trustees
3 of the Moulton Realty Trust under Indenture dated
4 December 20, 1983
5 Gardner N. Moulton, Trustee under Indenture dated
6 December 20, 1976 for the benefit of Margaret W.
7 McKee

8 F. H. Drummond Heirs

9 Ruth D. Dolley and George F. Peabody, Trustees under
10 the Will of Henry F. Drummond
11 Maine National Bank of Bangor, Trustee under the Will
12 of Carrie D. Cushing
13 Maine National Bank of Bangor, Trustee under the Will
14 of Marjorie B. Drummond
15 Richard D. Gleason
16 Robert W. Gleason
17 Mildred L. Freese, Caroline H. Freese and Maine
18 National Bank of Bangor, Trustees of the Caroline
19 H. Freese Trust created under the Will of F.
20 Drummond Freese
21 Maine National Bank of Bangor as Trustee of the
22 Mary F. Gavan Trust created under the Will of
23 F. Drummond Freese
24 Maine National Bank of Bangor as Trustee of the
25 Barbara F. Schulman Trust created under the Will
26 of F. Drummond Freese
27 A. Langdon Freese, II

28 Cabot

29 Louis W. Cabot
30 Virginia W. Cabot

31 Hinch

32 Virginia H. Ahern
33 Sharon Ann Ahern
34 Mary Helen Ahern
35 Joan Nora Ahern
36 W. Ward Sutherland, Personal Representative, Estate
37 of John S. Hinch

- 1 Tomhegan
- 2 Tomhegan Woodlands, Inc.
- 3 Lydia A. Godsoe

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Exhibit B

THE RESPECTIVE P & C CLIENT TO STATE

<u>OWNER</u>	<u>FRACTION</u>	<u>TRACT</u>	<u>ACRES</u>
1. Lincoln	10011/95424	T 12 R 13 WELS	2,122
2. Cabot	77/31808	T 12 R 13 WELS	49
3. Godsoe	100%	T 3 R 7 WELS	750
4. Moulton	13/320	T 11 R 4 WELS - E/2	448
5. Moulton	1/9	T 6 R 7 WELS - Hay Brook Farm	72
6. Moulton	1/15	T 6 R 9 NWP - Mixer Tract	178
7. Moulton	1/18	T 7 R 7 WELS - 3600 Acre Tract	200
Moulton	1/54	11,120 Acre Tract	206
8. Moulton	1/54	T 8 R 7 WELS - N/2	199
9. Moulton	1/3	T 9 R 4 WELS - Lot #31	211
10. McCrillis	31/12480	T 10 R 4 WELS - NE/4	16
McCrillis	1/180	- SW 3/4	108
11. Griswold	1/4	T 15 R 9 WELS	5,242
12. McCrillis	32885/508928	T 12 R 13 WELS	1,307
13. Webber	100%	Grand Falls Plt.	2,093

1	14.	Webber	100%	Bradley	6,143
2	15.	Webber	11/16	Greenfield	1,800
3	16.	Cassidy	All	T 3 ND - SW/4	8,047
4	17.	Cassidy	All	T 41 MD	2,097
5	18.	Hinch	195/10752	T 11 R 4 WELS	200
6				- E/2	
7	19.	Hinch	1/30	T 6 R 9 NWP -	<u>89</u>
8				Mixer Tract	
9	TOTAL				31,577

10 In addition, any and all of the right, title and
11 interest of the respective P & C client in the Public
12 Lots of the State, including timber and grass rights,
13 except for those listed in Exhibit C of this Agree-
14 ment.

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EXHIBIT B-1

I. The nonexclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to the State similar rights in said roads and bridges, over the following rights of way.

RESERVED BY WEBBER TIMBERLANDS

1. GRAND FALLS:

A. over the existing road in the southeast portion of Grand Falls easterly of Lord Brook and located on "The Horseback" so called, which crosses the east line of Grand Falls approximately 2 miles northerly of the southeast corner of said Grand Falls then proceeds southerly through said Grand Falls for approximately 1 mile before crossing the east town line of said Grand Falls at a point approximately 1 mile northerly of the southeast corner of said Grand Falls.

B. over an existing road in the extreme southeast portion of Grand Falls commencing on the east town line of Grand Falls at a point approximately 300 feet northerly of the southeast corner of said Grand Falls; thence proceeding southwesterly and crossing the south town line of said Grand Falls at a point approximately 300 feet westerly of the southeast corner of said Grand Falls.

2. T3ND:

A. over an existing road in the southwest 1/4 of T3ND commencing at the north line of the southwest 1/4 of said T3ND at a point which is approximately 7/10 of a mile easterly of the northwest corner of the southwest 1/4 of said T3ND thence along the road southwesterly for a distance of approximately 2 1/2 miles to the west line of the southwest 1/4 of said T3ND at a point which is approximately 2.2 miles southerly from the northwest corner of said T3ND.

B. over an existing road in the southwest 1/4 of T3ND commencing at a point on the west line of said southwest 1/4 of T3ND approximately one mile norther-

1 ly of the southwest corner of said T3ND, thence
2 southeasterly along the existing road for a distance
3 of a approximately one mile to an intersection of
4 roads immediately southeasterly of Snail Pond, thence
5 westerly along an existing road which runs parallel
6 more or less with the south town line of said T3ND
7 for a distance of approximately .6 of a mile to a
8 point of the west line of the southwest quarter of
9 said T3ND approximately 400 feet northerly of the
10 southwest corner of said T3ND.

11 3. over the existing road through lots 26, 32
12 and 31 in the Town of Bradley, commencing on the west
13 line of Lot #26 at a point approximately 1/4 mile
14 southerly of the northwest corner of said Lot #26;
15 thence along the road easterly for a distance of ap-
16 proximately 1 mile to the east line of said Lot #26
17 at a point which is approximately 1/4 mile southerly
18 of the northeast corner of said Lot #26; thence
19 southeasterly along the road for a distance of ap-
20 proximately 1 mile to the south line of Lot #32 at a
21 point which is approximately 1/4 mile westerly of the
22 southeast corner of said Lot #32; thence southeasterly
23 along the road for a distance of approximately 1/2
24 mile to the east line of Lot #31 at a point which is
25 approximately 1/2 mile southerly of the northeast
26 corner of said Lot #31.

27 RESERVED BY LYDIA GODSOE: In T3R7 WELS (from 750
28 Acre Tract that will be conveyed to State) over the
29 extreme northeast portion of T3R7 WELS commencing at
30 a point on the east town line of said T3R7 WELS, said
31 point being approximately one quarter (1/4) mile
32 southerly of the northeast corner of said T3R7 WELS;
33 thence northwesterly for a distance of approximately
34 one half (1/2) mile to a point on the north town line
35 of said T3R7 WELS, said point being approximately one
36 quarter (1/4) mile westerly of the northeast corner
37 of said T3R7 WELS.

38 RESERVED BY MCCRILLIS From SW 3/4 of T1OR4 WELS (to
39 be conveyed to the Griswolds for access to T9R4 WELS)
40 over an existing road located on T1OR4 WELS described
41 as follows: commencing at the southwest corner of
42 said T1OR4 WELS; thence proceeding northerly for ap-
43 proximately one quarter (1/4) mile; thence generally
44 easterly for approximately one and one quarter (1

1 1/4) miles; thence southeasterly for approximately
2 one quarter (1/4) mile to the south town line of said
3 T10R4 WELS at a point which is approximately one and
4 one half (1 1/2) miles easterly of the southwest cor-
5 ner of said T10R4 WELS.

6 II. The right to extract and remove gravel as fol-
7 lows.

8 RESERVED BY CASSIDY TIMBERLANDS OWNERS from convey-
9 ance of fee in T3ND SW 1/4 to the State - the right
10 to extract and remove 100,000 cubic yards of gravel
11 from the gravel deposits along the so-called
12 "Horseback" located in T3N.D. Southwest 1/4 shall be
13 done in compliance with all applicable legal require-
14 ments and in such a manner that extraction and remov-
15 al will not require relocation of the existing pri-
16 mary access road along the so-called "Horseback".

EXHIBIT C

STATE OF MAINE TO THE RESPECTIVE P & C CLIENT

	<u>TOWN/TRACT</u>	<u>ACRES</u>
1		
2		
3		
4	1. T 16 R 13 WELS	936
5	2. T 5 R 12 WELS	1,000
6	3. T 13 R 13 WELS	812
7	4. T13 R 8 WELS	1,000
8	5. T 12 R 14 WELS - E/2	406
9	6. T 7 R 16 WELS	554
10	7. T B R 11 WELS - N/2	667
11	8. T A R 12 WELS - SE/4	240
12	9. T 3 R 3 NBKP - NW/4	240
13	10. T 5 R 7 WELS - S/2	500
14	11. T 1 R 5 WELS	240
15	12. T 1 R 7 WELS	946
16	13. T 3 R 3 WELS- S 2/3	667
17	14. T 3 R 12 WELS - E/2	480
18	15. T 4 R 7 WELS - NW/4	250
19	-S/2	500
20	16. T 5 R 7 WELS - NE/4	237
21	17. T 5 R 9 NWP - SE Part	960
22	18. T 7 R 4 WELS	1,000
23	19. T A R 5 WELS - 3 lo-	
24	cated lots	957

1	20. T 6 R 13 WELS	1,000
2	21. T A R 11 WELS	1,000
3	22. T 3 R 13 WELS	1,000
4	23. T 4 R 15 WELS	1,000
5	24. T 3 R 3 NBKP - SE/4	480
6	- SW/4	240
7	25. T X R 14 WELS	250
8	26. W Hopkins Academy	200
9	27. T 6 R 14 WELS	1,000
10	28. T 2 R 8 WELS	480
11	29. T 4 R 13 WELS	500
12	30. T 4 R 14 WELS - SE/4	<u>250</u>
13	TOTAL	19,992

14 However, notwithstanding anything in this Agree-
15 ment, the State's right, title or interest in any and
16 all public roads or great ponds in, on or over any of
17 the lands set forth in Exhibit C of this Agreement is
18 excepted and reserved to the State.

1 State hereby covenants not to sue the respective
2 P & C client or any other entity for that portion of
3 all claims for Alleged Uses and of the total amount
4 of all damages for Alleged Uses which the State has
5 suffered or may in the future suffer allocable to the
6 respective P & C client, if any.

7 This Release is not a release of any other entity
8 which may be liable for damages claimed by the State
9 except as provided above. The State expressly re-
10 serves its rights against any other entity.

11 It is agreed that this settlement is in compro-
12 mise of disputed claims, that the consideration paid
13 is not to be construed as an admission by the parties
14 hereby released, and that the parties hereby released
15 deny liability therefor.

16 This Release contains the ENTIRE AGREEMENT be-
17 tween the parties hereto and the terms of this Re-
18 lease are contractual and not a mere recital.

19 The undersigned further states that he has care-
20 fully read the foregoing Release and knows the con-
21 tents thereof and executes the same, pursuant to the
22 authority granted to the undersigned by Chapter
23 _____, P. L., 1984.

24 Dated this _____ day of _____, 1984.

25 WITNESS:
26

RELEASOR:
STATE OF MAINE

27 _____
28
29

By: _____
Its Commissioner of
Conservation

30 _____
31
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B By: _____
Its Director, Bureau of
Public Lands

1

AGREEMENT

2 This Agreement is made this 23rd day of August,
3 1984, by and between the State of Maine, in its sov-
4 ereign capacity, in its sovereign capacity as trustee
5 of the public lands of the State of Maine, and in its
6 sovereign capacity on behalf of all municipalities
7 and other subdivisions of the State of Maine, acting
8 through its Commissioner of Conservation and its Di-
9 rector of the Bureau of Public Lands, hereinafter re-
10 ferred to as the "State", and Great Northern Nekoosa
11 Corporation, a Maine corporation, doing business as
12 Great Northern Paper, with a place of business in
13 Millinocket, Maine, hereinafter referred to as "Great
14 Northern".

15 For good and valuable consideration for which re-
16 ceipt is acknowledged by each party, the parties
17 hereto agree as follows:

18 1. Great Northern agrees to convey to the State
19 all of its rights, title and interest in the property
20 described in Exhibit A attached hereto and incorpo-
21 rated herein, except that Great Northern shall except
22 and reserve to itself, its successors and assigns,
23 (a) all land and flowage rights acquired by the West
24 Branch Driving and Reservoir Dam Company which merged
25 into Great Northern Paper Company under date of Feb-
26 ruary, 1953 with respect to the Lands on Gero Island;
27 and (b) all rights necessary to comply with the FERC
28 requirements for Project 2572. Without prejudice or
29 implication as to any of Great Northern's rights un-
30 der this Agreement or otherwise, Great Northern re-
31 serves the right to withhold the delivery of its
32 deeds of the Lands listed in Exhibit A of this Agree-
33 ment until the deeds referred to in Paragraph 8 of
34 this Agreement have been recorded in the appropriate
35 Registry of Deeds.

36 2. State agrees (a) to convey to Great Northern
37 all of its right, title and interest in the property
38 described in Exhibit B attached hereto and incorpo-
39 rated herein; and (b) to deliver to Great Northern
40 the separate Release and Covenant Not to Sue in the
41 terms provided in Exhibit C attached hereto and in-
42 corporated herein.

1 3. The property described in Exhibits A and B is
2 referred to in this Agreement as the "Lands".

3 4. The term of this Agreement shall commence on
4 the day after the date of this Agreement and continue
5 until and including the date and time on which the
6 documents of conveyance are exchanged, hereinafter
7 referred to as the "Closing Date," which shall be
8 within sixty (60) days following the last to occur of
9 (a) the effective date of legislation authorizing the
10 exchange of Lands upon the terms contained in this
11 Agreement and (b) the effective date of final approv-
12 al of the terms of this Agreement by Great Northern.
13 In the event that the State does not enact legisla-
14 tion authorizing this exchange of Lands by November
15 1, 1984, or if Great Northern does not finally ap-
16 prove such exchange by that date, this Agreement
17 shall terminate on that date, unless the term of this
18 Agreement is extended by the mutual agreement of the
19 parties.

20 5. The parties shall not engage in any activity
21 or execute any instrument which would result in any
22 further lease, right-of-way, easement, lien or encum-
23 brance relating to the Lands during the term of this
24 Agreement, without the express written consent of the
25 other party.

26 6. During the term of this Agreement, the cutting
27 of timber on the Lands may be continued in accordance
28 with good commercial forestry practice. Within sixty
29 (60) days after the Closing Date, the grantee of the
30 respective Lands shall be paid by the grantor or its
31 designee at going rates for all timber cut and sand
32 and gravel removed from the Lands on or after July 1,
33 1984.

34 7. All conveyances contemplated by this Agreement
35 shall be made by quitclaim deed without covenant. The
36 deeds shall convey or assign the grantor's interest
37 in all harvesting or extraction permits and all
38 leases, mineral leases or mineral exploration permits
39 with respect to the premises conveyed.

40 8. Each party agrees to use its best efforts to
41 obtain and record in the appropriate Registry of
42 Deeds, before or concurrent with closing, release or

1 quitclaim deeds from all entities which own or pur-
2 port to own any interest in timber and grass rights
3 on the Public Lots of the State which are to be
4 transferred to Great Northern pursuant to this Agree-
5 ment.

6 9. With respect to those townships listed in Ex-
7 hibit B, in which the State retains part of the Pub-
8 lic Lots, which are, or may subsequently be deter-
9 mined to be, unlocated, and concurrent with closing,
10 the State shall agree in writing that the acreage
11 listed in Exhibit B for conveyance to Great Northern
12 is to be unlocated but to lie within that part or
13 share of the township owned by Great Northern on the
14 Closing Date immediately after closing; and that the
15 State will not locate or partition, propose for loca-
16 tion or partition, or agree to the location or parti-
17 tion of, any additional public lot acreage in that
18 part or share of the respective township owned by
19 Great Northern on the Closing Date immediately after
20 closing. In addition, each party agrees to use its
21 best efforts to obtain a written agreement executed
22 by all proprietors of the respective township, pursu-
23 ant to M.R.S.A. Title 30 §4151, that such remaining
24 Public Lot acreage shall not be located within that
25 part or share of the township owned by Great North-
26 ern.

27 10. Each party shall be responsible at its own
28 expense for such title examination as that party
29 wishes to conduct. In the event of title objections
30 prior to the Closing Date, the objecting party shall
31 give the other party written notice thereof at least
32 ten (10) days prior to the Closing Date; and the oth-
33 er party shall use its best efforts to remove or re-
34 solve the objections within a reasonable period of
35 time, but neither party shall be obligated to expend
36 more than \$1,000 for this purpose. Title defects or
37 objections shall not include rights-of-way, easements
38 or leases, which do not materially interfere with the
39 use of the property for commercial forestry and rec-
40 reational purposes.

41 11. Property taxes for the current or prior tax
42 years and excise taxes for 1984 for fire protection
43 assessed against the Lands shall be paid by the party
44 owning the Lands on the date of assessment. Excise

1 taxes or charges paid for spraying for 1984 for
2 budworm suppression with respect to the Lands con-
3 veyed by either party shall be paid by the grantee;
4 or to the extent the respective grantor has paid
5 same, grantee shall reimburse grantor at closing.

6 12. Rental payments on all leases, mineral leases
7 or mineral exploration permits on the Lands shall be
8 prorated as of the Closing Date. If either party re-
9 ceives payment of any amounts which are due to the
10 other party pursuant to the preceding sentence, the
11 party receiving any such amounts shall promptly remit
12 them to the other party.

13 13. Each party shall deliver full possession of
14 its Lands to the other party at the time of closing,
15 except for existing leases.

16 14. In the event that a substantial part of the
17 standing timber on the entire Lands of either party
18 is destroyed by fire, wind or other casualty before
19 the Closing Date, the grantee may elect not to accept
20 such Lands, in which event closing shall be postponed
21 and both parties agree to use their best efforts to
22 find mutually acceptable substitute lands for that
23 portion of the Lands on which the timber was so de-
24 stroyed. If the parties fail to find mutually accept-
25 able substitute lands within ninety (90) days of such
26 destruction, this Agreement shall terminate. For the
27 purpose of this paragraph "substantial" shall be
28 deemed to mean five percent (5%) of the volume of
29 merchantable standing timber.

30 15. With respect to any leases existing on the
31 Lands to be conveyed by either party, the parties
32 agree that as of the Closing Date the respective
33 grantee shall be entitled to all benefits of Lands
34 received after the Closing Date and shall assume all
35 obligations and hold the grantor harmless from any
36 claims and obligations arising after the Closing
37 Date; and the respective grantor shall be entitled to
38 all benefits of Lands conveyed prior to the Closing
39 Date and shall hold the grantee harmless from any
40 claims and obligations arising prior to the Closing
41 Date.

42 16. At the closing of the exchange contemplated

1 by this Agreement, the State shall deliver a separate
2 Release and Covenant Not to Sue, in the terms set
3 forth in Exhibit C attached hereto and incorporated
4 herein. The parties hereto intend that the excess of
5 (a) the value of the property described in Exhibit A
6 hereto over (b) the value of the property described
7 in Exhibit B hereto, shall be in consideration for
8 the release of all such claims.

9 17. The parties hereto are aware that legislative
10 authority is necessary to permit the terms hereof to
11 be agreed to by the State; that the final approval of
12 Great Northern is also necessary; and that this
13 Agreement is therefore contingent upon the granting
14 of such authorizations. Upon the granting of such au-
15 thorizations, each party warrants to the other party
16 that it has authority to execute this Agreement and
17 to carry out the transactions provided herein.

18 18. All amendments to this Agreement shall be in
19 writing and shall be executed by the parties hereto.

20 19. Either party may cancel this Agreement, or
21 extend the Closing Date, at any time before the deeds
22 are delivered by giving written notice to the other
23 party.

24 IN WITNESS WHEREOF, the parties hereto have set
25 their hands and seals as of the date and year first
26 above written.

27 WITNESS: STATE OF MAINE

28 Paul Stern By: Richard B. Anderson
29 Its Commissioner of
30 Conservation

31 PRINT OR TYPE NAME AS SIGNED:

32 _____

33 Paul Stern By: Annee Tara
34 Its Director, Bureau of
35 Public Lands

36 PRINT OR TYPE NAME AS SIGNED:

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GREAT NORTHERN NEKOOSA CORPO-
RATION

Judith A. Digran

By: Robert Bartlett
Its Vice President

PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT A

GREAT NORTHERN TO STATE

<u>TRACT</u>	<u>ACRES</u>
1. T13 R12	19,468
2. T1 R12	12,899
3. T10 R4 NE/4	662
4. T11 R 4 E/2	2,548
5. T 5 R13	27
6. T7 R12 (6 parcels)	<u>2,631</u>
TOTAL	38,235

In addition, all of Great Northern's right, title and interest in the Public Lots of the State, including timber and grass rights, except for those listed in Exhibit B of this Agreement and in Exhibit B of the Agreement dated December 5, 1974 between the State of Maine and Great Northern Nekoosa Corporation, State of Maine Resolves, 1975, Chapter 3.

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EXHIBIT B
SUMMARY OF PUBLIC LOTS
STATE TO GREAT NORTHERN PAPER

<u>TOWNSHIP</u>	<u>ACREAGE</u>
T14 R10	1000
T12 R11	731
T13 R11	1000
T14 R11 S/2	500
T15 R11 N/2	484
T12 R12	1000
T15 R12	1000
T14 R 6	858
T15 R 6 E/2	250
T15 R 6 W/2	500
T15 R 8 N/2	500
T15 R 8 S/2	500
T16 R 8	1000
T12 R 9	984
T14 R 9	1000
T A R10	960
T B R10	756
T 2 R11	424
East Hopkins Academy	200
T 4 R 7 NE/4	250
T 2 R 8 N/2	480
T 3 R 8 W/2	500
T 4 R 8 SE	1000
T 3 R 3 N/3	333
T17 R 3 N/2	500
T17 R 3 S/2	500
T17 R 4 S/2	675
T 8 R 4 NE/4 & SW/4	480
T 7 R 6	1000
T 8 R 6 S/2	480
T10 R 6 S/2	120
T 8 R 8	1000
T 9 R 8	1000

1	T11 R 8	991
2	T 8 R 9	1000
3	T 9 R10	750
4	T10 R10	1000
5	T11 R15 E/2	500
6	East Middlesex	193
7	N.Part	
8	T 7 R15 W/2	500
9	T2 R 9 NWP	960
10	T 9 R 4	1001
11	T 2 R12	960
12	Total	29,820

13 However, notwithstanding anything in this Agree-
14 ment, the State's right, title or interest in any
15 and all public roads or great ponds in, on or
16 over any of the lands set forth in Exhibit B of
17 this Agreement is excepted and reserved to the
18 State.

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EXHIBIT C

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RELEASE AND COVENANT NOT TO SUE

3 For good and valuable consideration, receipt of
4 which is hereby acknowledged, the undersigned STATE
5 OF MAINE, in its sovereign capacity, in its sovereign
6 capacity as trustee of the public lands of the State
7 of Maine, and in its sovereign capacity on behalf of
8 all municipalities and other subdivisions of the
9 State of Maine, (hereinafter referred to as the
10 "State") releases, acquits and forever discharges
11 GREAT NORTHERN NEKOOSA CORPORATION, a Maine corpora-
12 tion, doing business as Great Northern Paper, with a
13 place of business in Millinocket, Maine, its succes-
14 sors or assigns, subsidiaries or affiliates, lessees,
15 contractors and all other entities with which Great
16 Northern has acted in concert or by contract (other
17 than tenants in common and joint tenants), and the
18 officers, employees, agents and other representatives
19 of the foregoing (all hereinafter referred to as
20 "Great Northern") of and from any and all actions,
21 causes of action, claims or demands for damages,
22 costs, expenses, loss of services, contribution, in-
23 demnification, interest, or any other claims whatso-
24 ever under whatever theory (hereinafter referred to
25 as the "Claims"), which the State, now has or which
26 may hereafter arise or accrue to the State, relating
27 to any and all alleged wrongful or unauthorized use
28 and occupancy, harvesting of wood, taking of grass,
29 removal of sand, gravel or other resources, leasing
30 or any other act occurring on, or with respect to,
31 any and all of the Public Lots in the State of Maine
32 prior to (Closing Date), 1984 (hereinafter referred
33 to as the "Alleged Uses").

34 For such consideration, the State hereby re-
35 leases, acquits, discharges, satisfies and credits
36 that portion of all claims for Alleged Uses and of
37 the total amount of all damages for Alleged Uses
38 which the State has suffered or may in the future
39 suffer allocable to Great Northern, if any. It is the
40 intention of the State to release, discharge, satisfy
41 and credit that fraction and percentage of all claims
42 and damages, if any, for which Great Northern may be
43 found to be responsible.

1 State hereby covenants not to sue Great Northern
2 or any other entity for that portion of all claims
3 for Alleged Uses and of the total amount of all dam-
4 ages for Alleged Uses which the State has suffered or
5 may in the future suffer allocable to Great Northern,
6 if any.

7 This Release is not a release of any other entity
8 which may be liable for damages claimed by the State
9 except as provided above. The State expressly re-
10 serves its rights against any other entity.

11 It is agreed that this settlement is in compro-
12 mise of disputed claims, that the consideration paid
13 is not to be construed as an admission by the parties
14 hereby released, and that the parties hereby released
15 deny liability therefor.

16 This Release contains the ENTIRE AGREEMENT be-
17 tween the parties hereto and the terms of this Re-
18 lease are contractual and not a mere recital.

19 The undersigned further states that he has care-
20 fully read the foregoing Release and knows the con-
21 tents thereof and executes the same, pursuant to the
22 authority granted to the undersigned by Chapter
23 _____, P.L., 1984.

24 Dated this ____ day of _____, 1984.

25 WITNESS:

RELEASEASOR:

26

STATE OF MAINE

27

By: _____

28

Commissioner of Conserva-

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tion

1 AGREEMENT

2 This Agreement is made this 27th day of August,
3 1984, by and between the State of Maine, in its sov-
4 erain capacity, in its sovereign capacity as trustee
5 of the public lands of the State of Maine, and in its
6 sovereign capacity on behalf of all municipalities
7 and other subdivisions of the State of Maine, acting
8 through its Commissioner of Conservation and its Di-
9 rector of the Bureau of Public Lands, hereinafter re-
10 ferred to as the "State", and Coburn Lands Trust
11 hereinafter referred to as "Coburn".

12 For good and valuable consideration for which re-
13 ceipt is acknowledged by each party, the parties
14 hereto agree as follows:

15 1. Coburn agrees to convey to the State all of
16 its right, title and interest in the property de-
17 scribed in Exhibit A attached hereto and incorporated
18 herein. Without prejudice or implication as to any
19 of Coburn's rights under this Agreement or otherwise,
20 Coburn reserves the right to withhold the delivery of
21 its deeds of the Lands and other interests listed in
22 Exhibit A of this Agreement until the deeds referred
23 to in Paragraph 8 of this Agreement have been re-
24 corded in the appropriate Registry of Deeds.

25 2. State agrees (a) to convey to Coburn all of
26 its right, title and interest in the property de-
27 scribed in Exhibit B attached hereto and incorporated
28 herein; and (b) to deliver to Coburn the separate re-
29 lease and covenant not to sue as provided in Para-
30 graph 14 hereunder.

31 3. The property described in Exhibit A and B are
32 referred to in this Agreement as "Lands".

33 4. The term of this Agreement shall commence on
34 the day after the date of this Agreement and continue
35 until and including the date and time on which the
36 documents of conveyance are exchanged, hereinafter
37 referred to as the "Closing Date," which shall be
38 within sixty (60) days following the last to occur of
39 (a) the effective date of legislation authorizing the
40 exchange of Lands upon the terms contained in this
41 Agreement and (b) the effective date of final approv-

1 al of the terms of this Agreement by Coburn. In the
2 event that the State does not enact legislation au-
3 thORIZING this exchange of Lands by November 1, 1984,
4 or if Coburn does not finally approve such exchange
5 by that date, this Agreement shall terminate on that
6 date, unless the term of this Agreement is extended
7 by the mutual agreement of the parties.

8 5. The parties shall not engage in any activity
9 or execute any instrument which would result in any
10 further lease, right-of-way, easement, lien or encum-
11 brance relating to the Lands during the term of this
12 Agreement, without the express written consent of the
13 other party.

14 6. During the term of this Agreement, the cut-
15 ting of timber on the Lands may be continued in ac-
16 cordance with good commercial forestry practice.
17 Within sixty (60) days after the Closing Date, the
18 grantee of the respective Lands shall be paid by the
19 grantor or its designee at going rates for all timber
20 cut and sand and gravel removed from the Lands on and
21 after July 1, 1984.

22 7. All conveyances contemplated by this Agree-
23 ment shall be made by quitclaim deed without cove-
24 nant. The deeds shall convey or assign the grantor's
25 interest in all harvesting or extraction permits and
26 all leases, mineral leases or mineral exploration
27 permits with respect to the premises conveyed.

28 8. Each party agrees to use its best efforts to
29 obtain and record in the appropriate Registry of
30 Deeds, before or concurrent with closing, release or
31 quitclaim deeds from all entities which own or pur-
32 port to own any interest in timber and grass rights
33 on the Public Lots of the State which are to be
34 transferred to Coburn pursuant to this Agreement.

35 9. With respect to those townships listed in Ex-
36 hibit B in which the State retains part of the Public
37 Lots, which are or may subsequently be determined to
38 be, unlocated; and concurrent with closing, the State
39 shall agree in writing that the acreage listed in Ex-
40 hibit B for conveyance to Coburn is to be unlocated
41 and to lie within that part or share of the township
42 owned by Coburn on the Closing Date immediately after

1 closing; and that the State will not locate or parti-
2 tion, propose for location or partition, or agree to
3 the location or partition of, any additional Public
4 Lot acreage in that part or share of the respective
5 township owned by Coburn on the Closing Date immedi-
6 ately after closing. In addition, each party agrees
7 to use its best efforts to obtain a written agreement
8 executed by all proprietors of the respective town-
9 ship, pursuant to M.R.S.A. Title 30 §4151, that such
10 remaining Public Lot acreage shall not be located
11 within that part or share of the township owned by
12 Coburn.

13 10. Each party shall be responsible at its own
14 expense for such title examination as that party
15 wishes to conduct. In the event of title objections
16 prior to the Closing Date, the objecting party shall
17 give the other party written notice thereof at least
18 ten (10) days prior to the Closing Date; and the other
19 party shall use its best efforts to remove or re-
20 solve the objections within a reasonable period of
21 time, but neither party shall be obligated to expend
22 more than \$1,000 for this purpose. Title defects or
23 objections shall not include rights-of-way or ease-
24 ments which do not materially interfere with the use
25 of the property for commercial forestry and recrea-
26 tional purposes.

27 11. Property taxes for the current or prior tax
28 years and excise taxes for 1984 for fire protection
29 assessed against the Lands shall be paid by the party
30 owning the Lands on the date of assessment.

31 12. Each party shall deliver full possession of
32 its Lands to the other party at the time of closing.

33 13. In the event that a substantial part of the
34 standing timber on the entire Lands of either party
35 is destroyed by fire, wind or other casualty (not in-
36 cluding budworm damage) before the Closing Date, the
37 grantee may elect not to accept such Lands, in which
38 event closing shall be postponed and both parties
39 agree to use their best efforts to find mutually ac-
40 ceptable substitute lands for that portion of the
41 Lands on which the timber was so destroyed. If the
42 parties fail to find mutually acceptable substitute
43 lands within ninety (90) days of such destruction,

1 this Agreement shall terminate. For the purpose of
2 this paragraph "substantial" shall be deemed to mean
3 five percent (5%) of the volume of merchantable
4 standing timber.

5 14. At the closing of the exchange contemplated
6 by this Agreement, the State shall deliver a separate
7 release and covenant not to sue, in the terms set
8 forth in Exhibit C attached hereto and incorporated
9 herein. The parties hereto intend that the excess of
10 (a) the value of the property described in Exhibit A
11 hereto over (b) the value of the property described
12 in Exhibit B hereto, shall be in consideration for
13 the release of all such claims.

14 15. The parties hereto are aware that legisla-
15 tive authority is necessary to permit the terms here-
16 of to be agreed to by the State; that the final ap-
17 proval of Coburn is also necessary; and that this
18 Agreement is therefore contingent upon the granting
19 of such authorizations. Upon the granting of such
20 authorizations, each party warrants to the other par-
21 ty that it has authority to execute this Agreement
22 and to carry out the transactions provided herein.

23 16. All amendments to this Agreement shall be in
24 writing and shall be executed by the parties hereto.

25 17. Either party may cancel this Agreement due
26 to title objections not removed or resolved in ac-
27 cordance with Paragraph 10 hereof, or may extend the
28 closing date, at any time before the deeds are deliv-
29 ered by giving written notice to the other party.

30 IN WITNESS WHEREOF, the parties hereto have set
31 their hands and seals as of the date and year first
32 above written.

33 WITNESS: STATE OF MAINE

34 Paul Stern

By: Richard B. Anderson
Its Commissioner of
36 Conservation

37 PRINT OR TYPE NAME AS SIGNED:

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Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

COBURN LANDS TRUST

Lorraine M. LaFontaine

By: Charles P. Barnes II
Its Treasurer

PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT A

COBURN LANDS TRUST TO STATE

<u>TRACT</u>	<u>ACRES</u>
Attean (T 5 R 1 NBKP) - Subject to Attean Township Conservation Restrictions, contained in a Conservation Indenture dated August 18, 1984, recorded in Somerset County Registry of Deeds, Book 1151, Page 135.	1,175
Moxie Gore (T 1 R 5 BKPEKR) - cutting rights	85

In addition, any and all of the right, title and interest of the Coburn Lands Trust or any Coburn family members or heirs in the Public Lots of the State, including timber and grass rights, except the Public Lot listed in Exhibit B of this Agreement.

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EXHIBIT B
STATE OF MAINE TO COBURN LANDS TRUST

<u>TOWN/TRACT</u>	<u>ACRES</u>
Tomhegan (T 1 R 2 NBKP)	419

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is except and reserved to the State.

1

EXHIBIT C

2

RELEASE AND COVENANT NOT TO SUE

3 For good and valuable consideration, receipt of
4 which is hereby acknowledged, the undersigned STATE
5 OF MAINE, in its sovereign capacity, in its sovereign
6 capacity as trustee of the public lands of the State
7 of Maine, and in its sovereign capacity on behalf of
8 all municipalities and other subdivisions of the
9 State of Maine, (hereinafter referred to as the
10 "State") releases, acquits and forever discharges the
11 COBURN LANDS TRUST and each and all of the Coburn
12 Heirs; including without limitation, those persons or
13 other entities listed in Exhibit C-1 attached hereto
14 and incorporated herein, their successors and as-
15 signs, subsidiaries and affiliates, predecessors in
16 title, lessees, contractors and all other entities
17 with which Coburn has acted in concert or by contract
18 (other than tenants in common and joint tenants), and
19 the officers, employees, agents and other representa-
20 tives of the foregoing (all hereinafter referred to
21 as "Coburn") of and from any and all actions, causes
22 of action, claims or demands for damages, costs, ex-
23 penses, loss of services, contribution, indemnifica-
24 tion, interest, or any other claims whatsoever under
25 whatever theory, which the State now has or which may
26 hereafter arise or accrue to the State, relating to
27 any and all alleged wrongful or unauthorized use and
28 occupancy, harvesting of wood, taking of grass, re-
29 moval of sand, gravel or other resources, leasing or
30 any other acts occurring on, or with respect to, any
31 and all of the Public Lots in the State of Maine pri-
32 or to (Closing Date), 1984 (hereinafter referred to
33 as the "Alleged Uses").

34 For such consideration, the State hereby re-
35 leases, acquits, discharges, satisfies and credits
36 that portion of all claims for Alleged Uses and of
37 the total amount of all damages for Alleged Uses
38 which State has suffered or may in the future suffer
39 allocable to Coburn, if any. It is the intention of
40 the State to release, discharge, satisfy and credit
41 that fraction and percentage of all claims and dam-
42 ages, if any, for Alleged Uses for which Coburn may
43 be found to be responsible.

1 State hereby covenants not to sue Coburn or any
2 other entity for that portion of all claims for Al-
3 leged Uses and of the total amount of all damages for
4 Alleged Uses which State has suffered or may in the
5 future suffer allocable to Coburn, if any.

6 This Release is not a release of any other entity
7 which may be liable for damages claimed by the State
8 except as provided above. The State expressly re-
9 serves its right against any other entity.

10 It is agreed that this settlement is in compro-
11 mise of disputed claims, that the consideration paid
12 is not to be construed as an admission by the parties
13 hereby released, and that the parties hereby released
14 deny liability therefor.

15 This Release contains the ENTIRE AGREEMENT be-
16 tween the parties hereto and the terms of this Re-
17 lease are contractual and not a mere recital.

18 The undersigned further states that he has care-
19 fully read the foregoing Release and knows the con-
20 tents thereof and executes the same, pursuant to the
21 authority granted to the undersigned by Chapter
22 _____, P.L., 1984.

23 Dated this _____ day of _____, 1984.

24 WITNESS:

RELEASOR:

25 STATE OF MAINE

26 _____ By: _____
27 Commissioner of Conservation

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EXHIBIT C-1
COBURN HEIRS

3 The Coburn Heirs, so called, being all of the present
4 owners of Coburn Lands Trust, are as follows:

5	Eunice Wood Davis	of Davie, Florida
6	Lance B. Davis	of Davie, Florida
7	Mary Ellen Davis	of Davie, Florida
8	Robert H. Davis	of Davie, Florida
9	Grace Helen Fawcett	of Paris, France
10	Helen Coburn Fawcett	of Berkeley, California
11	John Coburn Fawcett	of Snohomish, Washington
12	Eunice Pepper Langenbach	of Hingham, Massachusetts
13	George Irving Smith	of Menlo Park, California
14	Laura E. Smith	of Menlo Park, California
15	Randall G. Smith	of LaJolla, California
16	Derek S. Tarson	of Nyack, New York
17	Frances Pepper Tarson	of Nyack, New York
18	Geoffrey L. Tarson	of Nyack, New York
19	Louise Coburn Velten	of New York, New York
20	Elizabeth Pepper Wood	of Gainesville, Florida
21	Ellen Wood	of Chesterfield, Virginia
22	Mary Elizabeth Wood	of Los Angeles, California
23	Stephen Bradshaw Wood	of Westmoreland, Tennessee

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AGREEMENT

2 This Agreement is made this 27th day of August,
3 1984, by and between the State of Maine, in its sov-
4 ereign capacity, in its sovereign capacity as trustee
5 of the public lands of the State of Maine, and in its
6 sovereign capacity on behalf of all municipalities
7 and other subdivisions of the State of Maine, acting
8 through its Commissioner of Conservation and its Di-
9 rector of the Bureau of Public Lands, hereinafter re-
10 ferred to as the "State", and the Dunn Heirs, d/b/a
11 Dunn Timberlands, c/o Robert W. Sawyer, Ashland,
12 Maine 04732; including without limitation, the per-
13 sons and other entities listed in Exhibit A attached
14 hereto and incorporated herein, hereinafter referred
15 to as "Dunn Heirs".

16 For good and valuable consideration for which re-
17 ceipt is acknowledged by each party, the parties
18 hereto agree as follows:

19 1. The Dunn Heirs agree to convey to the State
20 all of their right, title and interest in the proper-
21 ty described in Exhibit B attached hereto and incor-
22 porated herein.

23 2. The term of this Agreement shall commence on
24 the day after the date of this Agreement and continue
25 until and including the date and time on which the
26 documents of conveyance are delivered, hereinafter
27 referred to as the "Closing Date," which shall be
28 within sixty (60) days following the last to occur of
29 (a) the effective date of legislation authorizing the
30 exchange of Lands upon the terms contained in this
31 Agreement and (b) the effective date of final approv-
32 al of the terms of this Agreement by the Dunn Heirs.
33 In the event that the State does not enact legisla-
34 tion authorizing this exchange of Lands by November
35 1, 1984, or if the Dunn Heirs do not finally approve
36 such exchange by that date, this Agreement shall ter-
37 minate on that date, unless the term of this Agree-
38 ment is extended by the mutual agreement of the par-
39 ties.

40 3. THE Dunn Heirs shall not engage in any activ-
41 ity or execute any instrument which would result in

1 any further lease, right-of-way, easement, lien or
2 encumbrance relating to the Lands during the term of
3 this Agreement, without the express written consent
4 of the State.

5 4. During the term of this Agreement, the cutting
6 of timber on the Lands may be continued in accordance
7 with good commercial forestry practice. Within sixty
8 (60) days after the Closing Date, the State shall be paid
9 by the Dunn Heirs or their designee at going rates for all
10 timber cut and sand and gravel removed from the Lands on
11 and after July 1, 1984.
12

13 5. All conveyances contemplated by this Agreement
14 shall be made by quitclaim deed without covenant.
15 The deeds shall convey or assign the Dunn Heirs'
16 interest in all harvesting or extraction permits and all
17 leases, mineral leases or mineral exploration permits
18 with respect to the premises conveyed.

19 6. The State shall be responsible at its own expense
20 for such title examination as it wishes to conduct. In the
21 event of title objections prior to the Closing Date, the
22 State shall give the Dunn Heirs written notice thereof at
23 least ten (10) days prior to the Closing Date; and the
24 Dunn Heirs shall use their best efforts to remove or resolve
25 the objections within a reasonable period of time, but the
26 Dunn Heirs shall not be obligated to expend more than
27 \$1,000 for this purpose. Title defects or objections shall
28 not include rights-of-way, easements or leases, which do
29 not materially interfere with the use of the property for
30 commercial forestry and recreational purposes.
31
32

33 7. Property taxes for the current or prior tax
34 years and excise taxes for 1984 for fire protection assessed
35 against the Lands shall be paid by the Dunn Heirs.
36

37 8. Rental payments on all leases, mineral leases
38 or mineral exploration permits on the Lands shall be
39 prorated as of the Closing Date. If either party receives
40 payment of any amounts which are due to the other party
41 pursuant to the preceding sentence, the party receiving any
42 such amounts shall promptly remit

1 them to the other party.

2 9. The Dunn Heirs shall deliver full possession
3 of their Lands to the State at the time of closing.

4 10. In the event that a substantial part of the
5 standing timber on the entire Lands of the Dunn Heirs
6 is destroyed by fire, wind or other casualty (not in-
7 cluding budworm damage) before the Closing Date, the
8 State may elect not to accept such Lands, in which
9 event closing shall be postponed and both parties
10 agree to use their best efforts to find mutually ac-
11 ceptable substitute lands for that portion of the
12 Lands on which the timber was so destroyed. If the
13 parties fail to find mutually acceptable substitute
14 lands within ninety (90) days of such destruction,
15 this Agreement shall terminate. For the purpose of
16 this paragraph "substantial" shall be deemed to mean
17 five percent (5%) of the volume of merchantable
18 standing timber.

19 11. With respect to any leases existing on the
20 Lands to be conveyed by the Dunn Heirs, the parties
21 agree that the State shall be entitled, after the
22 Closing Date, to all benefits with respect to the
23 Lands received and shall assume all obligations and
24 hold the Dunn Heirs harmless from any claims and ob-
25 ligations arising after the Closing Date; and the
26 Dunn Heirs shall be entitled, up to and including the
27 Closing Date, to all benefits of Lands conveyed and
28 shall hold the State harmless from any claims and ob-
29 ligations arising up to and including the Closing
30 Date.

31 12. At the closing of the exchange contemplated
32 by this Agreement, the State shall deliver a separate
33 release and covenant not to sue, in the terms set
34 forth in Exhibit C attached hereto and incorporated
35 herein. The parties hereto intend that the value of
36 the property described in Exhibit B hereto shall be
37 in consideration for the release of all such claims.

38 13. The parties hereto are aware that legisla-
39 tive authority is necessary to permit the terms here-
40 of to be agreed to by the State; that the final ap-
41 proval of the Dunn Heirs is also necessary; and that
42 this Agreement is therefore contingent upon the

1 granting of such authorizations. Upon the granting
2 of such authorizations, each party warrants to the
3 other party that it has authority to execute this
4 Agreement and to carry out the transactions provided
5 herein.

6 14. All amendments to this Agreement shall be in
7 writing and shall be executed by the parties hereto.

8 15. Either party may cancel this Agreement, or
9 extend the Closing Date, at any time before the deeds
10 are delivered by giving written notice to the other
11 party.

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

WITNESS STATE OF MAINE

Paul Stern By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern By: Annee Tara
Its Director, Bureau
of Public Lands

PRINT OR TYPE NAME AS SIGNED:

DUNN HEIRS

Lary C. Hews By: Robert W. Sawyer
Its attorney

PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT A

2	Mr. George C. Sawyer	Mr. James B. Ames, Trustees
3	P.O. Box 126	Mr. Alfred W. Fuller, Trustee
4	Ashland, ME 04732	Caroline D. Tyler, Trust
5		225 Franklin Street
6		Boston, Mass. 02110
7	Mrs. Laura L. Pike	Mrs. Jane Boyd, Ex.
8	Ashland, ME 04732	Est. Marjorie D. Fernald
9		1274 Starlight Drive
10		Laguna Beach, CA 92651
11	Mr. George C. Sawyer Jr.	Mr. John D. Turner
12	6216 Dogwood Circle	260 Race Street
13	Lincoln, NE 68516	Denver, CO 80206
14	Mr. Peter D. Sawyer	Mrs. Valerie Sawyer-Smith
15	Sheridan, ME 04775	28 Valley Road
16		Dover, MA 02030
17	Mrs. Elizabeth B. Maker	Mr. G. C. Sawyer Trustee
18	Box 22	Est of Sarah E. Dunn
19	Spartanburg, PA 16434	P.O. Box 126
20		Ashland, ME 04732
21	Ms. Nancy C. Sawyer	Mr. Myron J. & Julian W. Turner
22	7 Baker Street	Trustees Est. Ray Dunn
23	Worcester, MA 01603	Garfield Rd.
24		Ashland, ME 04732
25	Mr. Robert W. Sawyer, Executor	Mrs. Natalie M. Daggett
26	Estate of Robert W. Sawyer	Box 45
27	P.O. Box 313	Mequon, WI 53092
28	Ashland, ME 04732	
29	Mr. John C. Sawyer	Mr. Wilmer Hunter, Trustee
30	9 Pond View Road,	Est. Rachell M. Hunter
31	Norfolk, MA 02056	Rt. 1, Holly Park Rd.
32		Vincentown, NJ 08088
33	Mr. Gerry J. Dietz	Mrs. Lois A. D. Faulkner
34	Box 4833	12 Hilltop Drive
35	Syracuse, NY 13201	Keene, NH 03431
36	Mrs. Olga D. Turner	Mrs. Sara Martin

1	260 Race Street	RFD #1
2	Denver, CO 80206	Ashland, ME 04732
3	Mr. Robert E. Dietz 3rd	Mrs. Sarah Bourdeau
4	7017 N. Edith Blvd NE	Ashland, ME 04732
5	Albuquerque, NM 87113	
6	Mr. M. K. Knutsen, Trust	Mrs. Jessie Shrier
7	Officer	17 Cedar Street
8	RE: Estate of E. J. Calkins	Wilmington, MA 01887
9	Crocker Nat'l Bank 393 13th	
10	Oakland, CA 94604	
11	Mr. J. Arthur Collier	Mr. George W. Fisher
12	Exchange Street	Ashland, ME 04732
13	Ashland, ME 04732	
14	Mrs. Janet E. Braley	Mr. Robert W. Sawyer
15	RFD #1	P.O. Box 313
16	Mapleton, ME 04757	Ashland, ME 04732
17	Mr. Frank Martin	Mrs. Marion Martin
18	RFD #1	Ashland, ME 04732
19	Ashland, ME 04732	
20	Mr. Charles Martin	Mrs. Herbert Henderson, Ex.
21	Box 56	Est. Dawn Russell
22	Thorndike, ME 04986	Rt. 1-Box 124
23		Orrington, ME 04474
24	Mrs. Ida Mae Beaulier	Mr. George Martin
25	Washburn, ME 04786	10 Hamilton St.
26		Hartford, CT 06106
27	Mrs. Laura Waterson	Mrs. Ada Cooper
28	RFD #1	Box 131
29	Alexandria Bay, NY 13607	RFD #1
30		East Stroudsburg, PA 18301

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EXHIBIT B

DUNN HEIRS-STATE

1. The northeast quarter of Squa Pan Township (Township 10, Range 4, WELS), in Aroostook County, Maine, representing approximately 1,573 acres held common and undivided.

2. Approximately 303 acres held common and undivided in a parcel of land in the southeast quarter of Squa Pan Township, bounded as follows: on the north by the north line of said quarter township; on the east by the east line of said Township; on the south by the centerline of Bogan Brook; and on the west by natural low water mark of the eastern shore of Squa Pan Lake.

3. A common and undivided interest, representing approximately 1,042 acres, in that portion of the southeast quarter of said Township remaining after the land described in paragraph 2 above is taken out.

In addition, any and all of the Dunn Heirs' right, title and interest in the Public Lots of the State, including timber and grass rights.

1
2 EXHIBIT C

3 RELEASE AND COVENANT NOT TO SUE

4 For good and valuable consideration, receipt of
5 which is hereby acknowledged, the undersigned STATE
6 OF MAINE, in its sovereign capacity, in its sovereign
7 capacity as trustee of the public lands of the State
8 of Maine, and in its sovereign capacity on behalf of
9 all municipalities and other subdivisions of the
10 State of Maine, (hereinafter referred to as the
11 "State") releases, acquits and forever discharges the
12 DUNN HEIRS, d/b/a Dunn Timberlands, c/o Robert W.
13 Sawyer, Ashland, Maine 04732; including without lim-
14 itation, the persons and other entities listed in Ex-
15 hibit A attached hereto and incorporated herein,
16 their successors and assigns, subsidiaries and affil-
17 iates, predecessors in title, lessees, contractors
18 and all other entities with which the Dunn Heirs have
19 acted in concert or by contract (other than tenants
20 in common and joint tenants), and the officers, em-
21 ployees, agents and other representatives of the
22 foregoing (all hereinafter referred to as "the Dunn
23 Heirs") of and from any and all actions, causes of
24 action, claims or demands for damages, costs, ex-
25 penses, loss of services, contribution, indemnifi-
26 cation, interest, or any other claims whatsoever un-
27 der whatever theory which the State now has or which
28 may hereafter arise or accrue to the State, relating
29 to any and all alleged wrongful or unauthorized use
30 and occupancy, harvesting of wood, taking of grass,
31 removal of sand, gravel or other resources, leasing
32 or any other acts occurring on, or with respect to,
33 any and all of the Public Lots in the State of Maine
34 prior to (Closing Date), 1984 (hereinafter referred
to as the "Alleged Uses").

35 For such consideration, the State hereby re-
36 leases, acquits, discharges, satisfies and credits
37 that portion of all claims for Alleged Uses and of
38 the total amount of all damages for Alleged Uses
39 which the State has suffered or may in the future
40 suffer allocable to the Dunn Heirs, if any. It is
41 the intention of the State to release, discharge,
42 satisfy and credit that fraction and percentage of
43 all claims and damages, if any, for which the Dunn

1 Heirs may be found to be responsible.

2 State hereby covenants not to sue the Dunn Heirs
3 or any other entity for that portion of all claims
4 and of the total amount of all damages which the
5 State has suffered or may in the future suffer allo-
6 cable to the Dunn Heirs, if any, because of the Al-
7 leged Uses during such period.

8 This Release is not a release of any other entity
9 which may be liable for damages claimed by the State
10 except as provided above. The State expressly re-
11 serves its rights against any other entity.

12 It is agreed that this settlement is in compro-
13 mise of disputed claims, that the consideration paid
14 is not to be construed as an admission by the parties
15 hereby released, and that the parties hereby released
16 deny liability therefor.

17 This Release contains the ENTIRE AGREEMENT be-
18 tween the parties hereto and the terms of this Re-
19 lease are contractual and not a mere recital.

20 The undersigned further states that he has care-
21 fully read the foregoing Release and knows the con-
22 tents thereof and executes the same, pursuant to the
23 authority granted to the undersigned by Chapter
24 _____, P.L., 1984.

25 Dated this ____ day of _____, 1984.

26 WITNESS:

RELEASOR:

27

STATE OF MAINE

28

29

By: _____
Commissioner of Conservation

1 exchange of Lands upon the terms contained in this
2 Agreement and (b) the effective date of final approv-
3 al of the terms of this Agreement by Baskahegan. In
4 the event that the State does not enact legislation
5 authorizing this exchange of Lands by November 1,
6 1984, or if Baskahegan does not finally approve such
7 exchange by that date, this Agreement shall terminate
8 on that date, unless the term of this Agreement is
9 extended by the mutual agreement of the parties.

10 5. The parties shall not engage in any activity
11 or execute any instrument which would result in any
12 further lease, right-of-way, easement, lien or encum-
13 brance relating to the Lands during the term of this
14 Agreement, without the express written consent of the
15 other party.

16 6. During the term of this Agreement, the cut-
17 ting of timber on the Lands may be continued in ac-
18 cordance with good commercial forestry practice.
19 Within sixty (60) days after the Closing Date, the
20 grantee of the respective Lands shall be paid by the
21 grantor or its designee at going rates for all timber
22 cut and sand and gravel removed from the Lands on and
23 after July 1, 1984.

24 7. All conveyances contemplated by this Agree-
25 ment shall be made by quitclaim deed without cove-
26 nant. The deeds shall convey or assign the grantor's
27 interest in all harvesting or extraction permits and
28 all leases, mineral leases or mineral exploration
29 permits with respect to the premises conveyed.

30 8. Each party agrees to use its best efforts to
31 obtain and record in the appropriate Registry of
32 Deeds, before or concurrent with closing, release or
33 quitclaim deeds from all entities which own or pur-
34 port to own any interest in timber and grass rights
35 on the Public Lots of the State which are to be
36 transferred to Baskahegan pursuant to this Agreement.

37 9. With respect to those townships listed in Ex-
38 hibit B in which the State retains part of the Public
39 Lots, which are or may subsequently be determined to
40 be, unlocated; and concurrent with closing, the State
41 shall agree in writing that the acreage listed in Ex-
42 hibit B for conveyance to Baskahegan is to be

1 unlocated and to lie within that part or share of the
2 township owned by Baskahegan on the Closing Date im-
3 mediately after closing; and that the State will not
4 locate or partition, propose for location or parti-
5 tion, or agree to the location or partition of, any
6 additional Public Lot acreage in that part or share
7 of the respective township owned by Baskahegan on the
8 Closing Date immediately after closing. In addition,
9 each party agrees to use its best efforts to obtain a
10 written agreement executed by all proprietors of the
11 respective township, pursuant to M.R.S.A. Title 30
12 §4151, that such remaining Public Lot acreage shall
13 not be located within that part or share of the town-
14 ship owned by Baskahegan.

15 10. Each party shall be responsible at its own
16 expense for such title examination as that party
17 wishes to conduct. In the event of title objections
18 prior to the Closing Date, the objecting party shall
19 give the other party written notice thereof at least
20 ten (10) days prior to the Closing Date; and the oth-
21 er party shall use its best efforts to remove or re-
22 solve the objections within a reasonable period of
23 time, but neither party shall be obligated to expend
24 more than \$1,000 for this purpose. Title defects or
25 objections shall not include rights-of-way, easements
26 or leases, which do not materially interfere with the
27 use of the property for commercial forestry and rec-
28 reational purposes.

29 11. Property taxes for the current or prior tax
30 years and excise taxes for 1984 for fire protection
31 assessed against the Lands shall be paid by the party
32 owning the Lands on the date of assessment.

33 12. Rental payments on all leases, mineral
34 leases or mineral exploration permits on the Lands
35 shall be prorated as of the Closing Date. If either
36 party receives payment of any amounts which are due
37 to the other party pursuant to the preceding sen-
38 tence, the party receiving any such amounts shall
39 promptly remit them to the other party.

40 13. Each party shall deliver full possession of
41 its Lands to the other party at the time of closing,
42 except for existing leases.

1 14. In the event that a substantial part of the
2 standing timber on the entire Lands of either party
3 is destroyed by fire, wind or other casualty (not in-
4 cluding budworm damage) before the Closing Date, the
5 grantee may elect not to accept such Lands, in which
6 event closing shall be postponed and both parties
7 agree to use their best efforts to find mutually ac-
8 ceptable substitute lands for that portion of the
9 Lands on which the timber was so destroyed. If the
10 parties fail to find mutually acceptable substitute
11 lands within ninety (90) days of such destruction,
12 this Agreement shall terminate. For the purpose of
13 this paragraph "substantial" shall be deemed to mean
14 five percent (5%) of the volume of merchantable
15 standing timber.

16 15. With respect to any leases existing on the
17 Lands to be conveyed by either party, the parties
18 agree that the respective grantee shall be entitled,
19 after the Closing Date, to all benefits with respect
20 to the Lands received and shall assume all obliga-
21 tions and hold the grantor harmless from any claims
22 and obligations arising after the Closing Date; and
23 the respective grantor shall be entitled, up to and
24 including the Closing Date, to all benefits of Lands
25 conveyed and shall hold the grantee harmless from any
26 claims and obligations arising up to and including
27 the Closing Date.

28 16. At the closing of the exchange contemplated
29 by this Agreement, the State shall deliver a separate
30 release and covenant not to sue, in the terms set
31 forth in Exhibit C attached hereto and incorporated
32 herein. The parties hereto intend that the excess of
33 (a) the value of the property described in Exhibit A
34 hereto over (b) the value of the property described
35 in Exhibit B hereto, shall be in consideration for
36 the release of all such claims.

37 17. The parties hereto are aware that legisla-
38 tive authority is necessary to permit the terms here-
39 of to be agreed to by the State; that the final ap-
40 proval of Baskahegan is also necessary; and that this
41 Agreement is therefore contingent upon the granting
42 of such authorizations. Upon the granting of such
43 authorizations, each party warrants to the other par-
44 ty that it has authority to execute this Agreement

1 and to carry out the transactions provided herein.

2 18. All amendments to this Agreement shall be in
3 writing and shall be executed by the parties hereto.

4 19. Either party may cancel this Agreement, or
5 extend the Closing Date, at any time before the deeds
6 are delivered by giving written notice to the other
7 party.

8 IN WITNESS WHEREOF, the parties hereto have set
9 their hands and seals as of the date and year first
10 above written.

11 WITNESS: STATE OF MAINE

12 Paul Stern By: Richard B. Anderson
13 Its Commissioner of
14 Conservation

15 PRINT OR TYPE NAME AS SIGNED:

16 _____

17 Paul Stern By: Annee Tara
18 Its Director, Bureau of
19 Public Lands

20 PRINT OR TYPE NAME AS SIGNED:

21 _____

22 BASKAHEGAN COMPANY

23 Margot Wallace By: Roger Milliken, Jr.
24 Its Vice President

25 PRINT OR TYPE NAME AS SIGNED:

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EXHIBIT A
BASKAHEGAN TO STATE

<u>TRACT</u>	<u>ACRES</u>
1. Marion	
Patrick Lake	687
Second Lake	131
Clifford Stream	305
Upper Cove	40
Lower Cove	30
2. T 3 R 7 WELS	<u>2,099</u>
TOTAL	3,292

In addition, any and all of Baskahegan's right, title and interest in the Public Lots of the State, including timber and grass rights, except for those Public Lots listed in Exhibit B of this Agreement.

1

EXHIBIT B

2

STATE TO BASKAHEGAN

3

TOWN/TRACT

ACRES

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1. T 11 R 3 NBPP

330

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2. T 10 R 3 NBPP

220

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3. T 8 R 3 NBPP

640

7

TOTAL

1190

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However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

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EXHIBIT C

2

RELEASE AND COVENANT NOT TO SUE

3 For good and valuable consideration, receipt of
4 which is hereby acknowledged, the undersigned STATE
5 OF MAINE, in its sovereign capacity, in its sovereign
6 capacity as trustee of the public lands of the State
7 of Maine, and in its sovereign capacity on behalf of
8 all municipalities and other subdivisions of the
9 State of Maine, (hereinafter referred to as the
10 "State") releases, acquits and forever discharges
11 BASKAHEGAN COMPANY, a Maine corporation, its succes-
12 sors and assigns, subsidiaries and affiliates, les-
13 sees, contractors and all other entities with which
14 Baskahegan has acted in concert or by contract (other
15 than tenants in common and joint tenants), and the
16 officers, employees, agents and other representatives
17 of the foregoing (all hereinafter referred to as
18 "Baskahegan") of and from any and all actions, causes
19 of action, claims or demands for damages, costs, ex-
20 penses, loss of services, contribution, indemnifica-
21 tion, interest, or any other claims whatsoever under
22 whatever theory, which the State now has or which may
23 hereafter arise or accrue to the State, relating to
24 any and all alleged wrongful or unauthorized use and
25 occupancy, harvesting of wood, taking of grass, re-
26 moval of sand, gravel or other resources, leasing or
27 any other acts occurring on, or with respect to, any
28 and all of the Public Lots in the State of Maine pri-
29 or to (Closing Date), 1984 (hereinafter referred to
30 as the "Alleged Uses").

31 For such consideration, State hereby releases,
32 acquits, discharges, satisfies and credits that por-
33 tion of all claims for Alleged Uses and of the total
34 amount of all damages for Alleged Uses which the
35 State has suffered or may in the future suffer allo-
36 cable to Baskahegan, if any. It is the intention of
37 the State to release, discharge, satisfy and credit
38 that fraction and percentage of all claims and dam-
39 ages, if any, for which Baskahegan may be found to be
40 responsible.

41 State hereby covenants not to sue Baskahegan or
42 any other entity for that portion of all claims for

1 Alleged Uses and of the total amount of all damages
2 for Alleged Uses which the State has suffered or may
3 in the future suffer allocable to Baskahegan, if any.

4 This Release is not a release of any other entity
5 which may be liable for damages claimed by the State
6 except as provided above. The State expressly re-
7 serves its rights against any other entity.

8 It is agreed that this settlement is in compro-
9 mise of disputed claims, that the consideration paid
10 is not to be construed as an admission by the parties
11 hereby released, and that the parties hereby released
12 deny liability therefor.

13 This Release contains the ENTIRE AGREEMENT be-
14 tween the parties hereto and the terms of this Re-
15 lease are contractual and not a mere recital.

16 The undersigned further states that he has care-
17 fully read the foregoing Release and knows the con-
18 tents thereof and executes the same, pursuant to the
19 authority granted to the undersigned by Chapter
20 _____, P.L., 1984.

21 Dated this _____ day of _____, 1984.

22 WITNESS:

RELEASOR:

23 STATE OF MAINE

24 _____ By: _____
25 Its Commissioner of Conservation

26 _____ By: _____
27 Its Director, Bureau of Public
28 Lands

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AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Georgia-Pacific Corporation, a Georgia corporation, with a place of business in Baileyville, Maine, hereinafter referred to as "Georgia-Pacific".

For good and valuable consideration for which receipt is acknowledged by each party, the parties hereto agree as follows:

1. Georgia-Pacific agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein. Without prejudice or implication as to any of Georgia-Pacific's rights under this Agreement or otherwise, Georgia-Pacific reserves the right to withhold the delivery of its deeds of the Lands listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Georgia-Pacific all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Georgia-Pacific the separate release and covenant not to sue as provided in Paragraph 16 hereunder.

3. The property described in Exhibit A and B are referred to in this Agreement as the "Lands".

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the

1 exchange of Lands upon the terms contained in this
2 Agreement and (b) the effective date of final approv-
3 al of the terms of this Agreement by Georgia-Pacific.
4 In the event that the State does not enact legisla-
5 tion authorizing this exchange of Lands by November
6 1, 1984, or if Georgia-Pacific does not finally ap-
7 prove such exchange by that date, this Agreement
8 shall terminate on that date, unless the term of this
9 Agreement is extended by the mutual agreement of the
10 parties.

11 5. The parties shall not engage in any activity
12 or execute any instrument which would result in any
13 further lease, right-of-way, easement, lien or encum-
14 brance relating to the Lands during the term of this
15 Agreement, without the express written consent of the
16 other party.

17 6. During the term of this Agreement, the cut-
18 ting of timber on the Lands may be continued in ac-
19 cordance with good commercial forestry practice.
20 Within sixty (60) days after the Closing Date, the
21 grantee of the respective Lands shall be paid by the
22 grantor or its designee at going rates for all timber
23 cut and sand and gravel removed from the Lands on and
24 after July 1, 1984.

25 7. All conveyances contemplated by this Agree-
26 ment shall be made by quitclaim deed without cove-
27 nant. The deeds shall convey or assign the grantor's
28 interest in all harvesting or extraction permits and
29 all leases, mineral leases or mineral exploration
30 permits with respect to the premises conveyed.

31 8. Each party agrees to use its best efforts to
32 obtain and record in the appropriate Registry of
33 Deeds, before or concurrent with closing, release or
34 quitclaim deeds from all entities which own or pur-
35 port to own any interest in timber and grass rights
36 on the Public Lots of the State which are to be
37 transferred to Georgia-Pacific pursuant to this
38 Agreement.

39 9. With respect to those townships listed in Ex-
40 hibit B, in which the State retains part of the Pub-
41 lic Lots, which are, or may subsequently be deter-
42 mined to be, unlocated; and concurrent with closing,

1 the State shall agree in writing that the acreage
2 listed in Exhibit B for conveyance to Georgia-Pacific
3 is to be unlocated but to lie within that part or
4 share of the township owned by Georgia-Pacific on the
5 Closing Date immediately after closing; and that the
6 State will not locate or partition, propose for loca-
7 tion or partition, or agree to the location or parti-
8 tion of, any additional Public Lot acreage in that
9 part or share of the respective township owned by
10 Georgia-Pacific on the Closing Date immediately after
11 closing. In addition, each party agrees to use its
12 best efforts to obtain a written agreement executed
13 by all proprietors of the respective township, pursu-
14 ant to M.R.S.A. Title 30 §4151, that such remaining
15 Public Lot acreage shall not be located within that
16 part or share of the township owned by
17 Georgia-Pacific.

18 10. Each party shall be responsible at its own
19 expense for such title examination as that party
20 wishes to conduct. In the event of title objections
21 prior to the Closing Date, the objecting party shall
22 give the other party written notice thereof at least
23 ten (10) days prior to the Closing Date; and the other
24 party shall use its best efforts to remove or re-
25 solve the objections within a reasonable period of
26 time, but neither party shall be obligated to expend
27 more than \$1,000 for this purpose. Title defects or
28 objections shall not include rights-of-way, easements
29 or leases, which do not materially interfere with the
30 use of the property for commercial forestry and rec-
31 reational purposes.

32 11. Property taxes for the current or prior tax
33 years and excise taxes for 1984 for fire protection
34 assessed against the Lands shall be paid by the party
35 owning the Lands on the date of assessment.

36 12. Rental payments on all leases, mineral
37 leases or mineral exploration permits on the Lands
38 shall be prorated as of the Closing Date. If either
39 party receives payment of any amounts which are due
40 to the other party pursuant to the preceding sen-
41 tence, the party receiving any such amounts shall
42 promptly remit them to the other party.

43 13. Each party shall deliver full possession of

1 its Lands to the other party at the time of closing,
2 except for existing leases.

3 14. In the event that a substantial part of the
4 standing timber on the entire Lands of either party
5 is destroyed by fire, wind or other casualty (not in-
6 cluding budworm damage) before the Closing Date, the
7 grantee may elect not to accept such Lands, in which
8 event closing shall be postponed and both parties
9 agree to use their best efforts to find mutually ac-
10 ceptable substitute lands for that portion of the
11 Lands on which the timber was so destroyed. If the
12 parties fail to find mutually acceptable substitute
13 lands within ninety (90) days of such destruction,
14 this Agreement shall terminate. For the purpose of
15 this paragraph "substantial" shall be deemed to mean
16 five percent (5%) of the volume of merchantable
17 standing timber.

18 15. With respect to any leases existing on the
19 Lands to be conveyed by either party, the parties
20 agree that as of the Closing Date the respective
21 grantee shall be entitled to all benefits of Lands
22 received after the Closing Date and shall assume all
23 obligations and hold the grantor harmless from any
24 claims and obligations arising after the Closing
25 Date; and the respective grantor shall be entitled to
26 all benefits of Lands conveyed prior to the Closing
27 Date and shall hold the grantee harmless from any
28 claims and obligations arising prior to the Closing
29 Date.

30 16. At the closing of the exchange contemplated
31 by this Agreement, the State shall deliver a separate
32 release and covenant not to sue, in the terms set
33 forth in Exhibit C attached hereto and incorporated
34 herein. The parties hereto intend that the excess of
35 (a) the value of the property described in Exhibit A
36 hereto over (b) the value of the property described
37 in Exhibit B hereto, shall be in consideration for
38 the release of all such claims.

39 17. The parties hereto are aware that legisla-
40 tive authority is necessary to permit the terms here-
41 of to be agreed to by the State; that the final ap-
42 proval of Georgia-Pacific is also necessary; and that
43 this Agreement is therefore contingent upon the

1 granting of such authorizations. Upon the granting
2 of such authorizations, each party warrants to the
3 other party that it has authority to execute this
4 Agreement and to carry out the transactions provided
5 herein.

6 18. All amendments to this Agreement shall be in
7 writing and shall be executed by the parties hereto.

8 19. Either party may cancel this Agreement, or
9 extend the Closing Date, at any time before the deeds
10 are delivered by giving written notice to the other
11 party.

12 IN WITNESS WHEREOF, the parties hereto have set
13 their hands and seals as of the date and year first
14 above written.

15 WITNESS STATE OF MAINE

16 Paul Stern By: Richard B. Anderson
17 Its Commissioner of
18 Conservation

19 PRINT OR TYPE NAME AS SIGNED:

20 _____

21 Paul Stern By: Annee Tara
22 Its Director, Bureau of
23 Public Lands

24 PRINT OR TYPE NAME AS SIGNED:

25 _____

26 GEORGIA-PACIFIC CORPORATION

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J. David Peterson

By: Robert A. Schumacher

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Its Executive Vice President

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Pulp and Paper

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PRINT OR TYPE NAME AS SIGNED:

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Robert A. Schumacher

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EXHIBIT A

GEORGIA-PACIFIC TO STATE

<u>TRACT</u>	<u>ACRES</u>
18 ED	1,150

In addition, any and all of Georgia-Pacific's right, title and interest in the Public Lots of the State, including timber and grass rights, except those Public Lots listed in Exhibit B of the Agreement dated February 14, 1980 between Georgia-Pacific Corporation and the State of Maine, found at Resolves 1980, ch. 52.

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EXHIBIT B

STATE OF MAINE TO GEORGIA-PACIFIC

<u>TOWN/TRACT</u>	<u>ACRES</u>
Marion	1,078

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

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EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges GEORGIA-PACIFIC CORPORATION, a Georgia corporation, with a place of business in Baileyville, Maine, its successors or assigns, subsidiaries or affiliates, lessees, contractors and all other entities with which Georgia-Pacific has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "Georgia-Pacific") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Georgia-Pacific, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which Georgia-Pacific may be found to be responsible.

State hereby covenants not to sue Georgia-Pacific or any other entity for that portion of all claims

1 for Alleged Uses and of the total amount of all dam-
2 ages for Alleged Uses which the State has suffered or
3 may in the future suffer allocable to
4 Georgia-Pacific, if any.

5 This Release is not a release of any other entity
6 which may be liable for damages claimed by the State
7 except as provided above. The State expressly re-
8 serves its rights against any other entity.

9 It is agreed that this settlement is in compro-
10 mise of disputed claims, that the consideration paid
11 is not to be construed as an admission by the parties
12 hereby released, and that the parties hereby released
13 deny liability therefor.

14 This Release contains the ENTIRE AGREEMENT be-
15 tween the parties hereto and the terms of this Re-
16 lease are contractual and not a mere recital.

17 The undersigned further states that he has care-
18 fully read the foregoing Release and knows the con-
19 tents thereof and executes the same, pursuant to the
20 authority granted to the undersigned by Chapter
21 _____, P.L., 1984.

22 Dated this _____ day of _____, 1984.

23 WITNESS:

RELEASOR:

24

STATE OF MAINE

25

By: _____
Commissioner of Conservation

26