

MAINE STATE LEGISLATURE

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1 FIRST REGULAR SESSION
2

3 ONE HUNDRED AND TWELFTH LEGISLATURE
4

5 Legislative Document

No. 1545

6
7 S.P. 588

In Senate, May 17, 1985

8 Reference to the Committee on Energy and Natural Resources suggested
9 and ordered printed.

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

Presented by President Pray of Penobscot.

11 Cosponsored by Senator Perkins of Hancock and Representative Lander
of Greenville.

12 STATE OF MAINE
13

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

17 **Resolve, Authorizing the Sale of Certain**
18 **Public Reserved Lands.**
19

20 Director of Bureau of Public Lands; authorized to
21 consummate sale of certain Public Reserved Lands in
22 the Township of Elliottsville, as contemplated by
23 agreements contained herein. All monies received for
24 the sale of these lands shall be deposited in a Pub-
25 lic Reserved Lands Acquisition account and shall be
26 used to purchase additional land for the Public Re-
27 served Lands System. Notwithstanding any provisions
28 of the attached agreements, the State shall not con-
29 vey any land or interest therein which comprises a
30 public road or a great pond.

31 In accordance with Maine Revised Statutes, Title
32 30, section 4169, subsection 1-B, notices of these
33 transactions have been posted and a public meeting
34 has been conducted.

35 Bureau of Public Lands
36 DEPARTMENT OF CONSERVATION

1 PURCHASE AND SALES AGREEMENT

2 Elliottsville Plantation - Lot No. 1

3 This agreement is by and between the State of
4 Maine, acting through its Bureau of Public Lands, De-
5 partment of Conservation, and Dr. Bruce Stewart and
6 Suzanne I. Stewart of Richmond, Virginia (Grantee),
7 in accordance with the provisions of 30 MRSA ss 4169
8 and subject to the following terms and conditions:

9 (1) The State of Maine shall convey all of its
10 right, title and interest in and to a parcel of Pub-
11 lic Reserved Land, consisting of 114 acres + / -, lo-
12 cated in Elliottsville Plantation and designated as
13 Lot #1 on the attached map (Exhibit A).

14 (2) The Grantee shall accept the property as
15 conveyed, subject to all terms and conditions as out-
16 lined herein, contingent upon the relocation of a
17 proposed public boat launch facility, as shown in Ex-
18 hibit B(1). The Bureau of Parks and Recreation shall
19 issue a decision with respect to the relocation not
20 later than July 1, 1985.

21 (3) The Grantee agrees to sell or lease enough
22 land, at a reasonable rate, to accommodate the exist-
23 ing right-of-way use at the eastern end of the parcel
24 by individuals owning seasonal camps on Onawa Lake at
25 the time of closing.

26 (4) The State will convey this property by
27 quit-claim deed.

28 (5) The date of closing shall be within 30 days
29 following the effective date of legislation authoriz-
30 ing this sale and conveyance (120 days following ad-
31 journalment), subject to the conditions in paragraph 2
32 above.

33 (6) At closing, The Grantee shall pay to the
34 State the sum of \$34,200 as reflected in his bid of
35 December 3, 1984, less 10 percent (\$3,420) of the
36 purchase price, said 10 percent to be an earnest pay-
37 ment due upon execution of this Agreement.

1 (7) The Grantee shall have until April 12, 1985,
2 to sign and return copies of this agreement. The
3 State has already received and acknowledged payment
4 of earnest money, as described in paragraph 6 above.
5 The Grantee shall include with the signed purchase
6 and sales agreement evidence that he has secured fi-
7 nancing for the remainder of the purchase price.
8 Failure to supply such evidence in the prescribed
9 manner shall cause this agreement to be terminated
10 and the State shall remit all prepayments to the
11 Grantee.

12 (8) If, for any reason other than that stated in
13 paragraphs 2 and/or 7 above, the grantee shall fail
14 to meet the terms of this Agreement or shall fail to
15 close this transaction, the State shall retain the 10
16 percent earnest payment and proceed, at its discre-
17 tion, to consummate the sale with any other party.

18 (9) The State's conveyance shall be subject to
19 the following reservations and exceptions:

20 a. A public easement of Lot #1 for purposes
21 of developing a boat launch and associ-
22 ated facilities, consisting of an area
23 described as follows: beginning at the
24 southern most corner of lake frontage,
25 thence southerly along the westerly
26 sideline of land now or formerly of John
27 H. Donnan, a distance of 50 feet more or
28 less; thence westerly, along the south-
29 erly sideline of the Public Lot proposed
30 for conveyance, a distance of 1,200
31 feet; thence northerly and at right an-
32 gles to the last described course, a
33 distance of 400 feet; thence easterly,
34 at right angles to the last described
35 course, to the shore of Onawa Lake;
36 thence southeasterly along the shore of
37 Onawa Lake to the point of beginning, as
38 shown on the attached map (Exhibit B, as
39 modified in Exhibit B(1)).

40 b. An easement for foot traffic across Lot
41 #1 to be used exclusively by adjoining
42 campowners, their guests and assigns,
43 said easement to be located by the

1 grantee and limited to that area histor-
2 ically used for such purposes, except as
3 may otherwise be mutually agreeable to
4 the parties.

5 c. The current leasehold on Lot #1 (Mary
6 Gray Stevenson / Termination Date:
7 12/86) shall continue for the duration
8 of the current term and according to the
9 same conditions, except that all reve-
10 nues therefrom shall be prorated between
11 the parties upon closing. A copy of the
12 leasehold is attached hereto as Exhibit
13 C.

14 d. A right-of-way to Central Maine Power
15 Company for the purpose of installing
16 and maintaining utility lines, as shown
17 in Exhibit B. A Copy of the right-of-way
18 Agreement, effective until November 2,
19 2006, is attached hereto as Exhibit D.

20 (10) The Grantee hereby acknowledges that he has
21 had an opportunity to inspect the property or has
22 voluntarily waived such opportunity and that he un-
23 derstands and accepts the terms of sale as repre-
24 sented herein.

25 (11) The parties hereby acknowledge that Legis-
26 lative authority is necessary to permit the terms
27 hereof to be performed by the State of Maine, and
28 that this Agreement, therefore, is made contingent
29 upon the granting of such authority. In the event
30 that the present regular session of the Legislature
31 does not approve legislation authorizing this sale,
32 this Agreement shall terminate on the date of ad-
33 journment and the 10% payment shall be returned to
34 the Grantee, unless otherwise agreed by the parties.

35 (12) ENTIRE AGREEMENT. This document constitutes
36 the entire agreement between the parties; all amend-
37 ments shall be in writing and executed by the parties
38 hereto.

39 FOR THE STATE:

FOR THE GRANTEE:

1
2 Robert H. Gardiner, Jr. -DATE Dr. Bruce Stewart-DATE
3 Director 8703 Berwickshire Dr.
4 Bureau of Public Lands Richmond, Virginia 23229

5
6 Suzanne I Steward - DATE
7 8703 Berwickshire Dr.
8 Richmond, Virginia 23229

9 ACKNOWLEDGED: ACKNOWLEDGED:

10 _____ -DATE _____ -DATE

1 AMENDMENT A
2 Purchase & Sales Agreement
3 Elliottsville Plantation
4 Lot #1

5 This amendment is hereby incorporated into the
6 agreement by and between the Bureau of Public Lands,
7 Department of Conservation, and Dr. Bruce Stewart and
8 Suzanne I. Stewart of Richmond, Virginia, as pertains
9 to the purchase of Lot #1 of the Public Reserved
10 Lands Situated in Elliottsville Plantation.

11 (1) Paragraph 9a of the Agreement is hereby
12 amended to read: A public easement on Lot #1 for pur-
13 poses of developing a boat launch and associated fa-
14 cilities, to be used by the public, to be established
15 within an areas as described:

16 beginning at the southern most corner of lake
17 frontage, thence southerly along the westerly
18 sideline of land now or formerly of John H.
19 Donnan, a distance of 50 feet more or less;
20 thence westerly, along the southerly sideline of
21 the Public Lot proposed for conveyance, a dis-
22 tance of 1,200 feet; thence northerly and at
23 right angles to the last described course, a dis-
24 tance of 400 feet; thence easterly, at right an-
25 gles to the last described course, to the shore
26 of Onawa Lake; thence southeasterly along the
27 shore of Onawa Lake to the point of beginning, as
28 shown on the attached map (Exhibit B).

29 It is further noted that the easement, shall not
30 apply throughout the 12 acres (+ / -), as described
31 above, but rather shall extend through only as much
32 of that areas as may be required, according to the
33 plan reflected in Exhibit B1, attached (the relocated
34 site).

35 FOR THE STATE:

FOR THE GRANTEE:

36 _____
37 Robert H. Gardiner, Jr. Date Dr. Bruce Stewart Date
38 Director 8703 Berwickshire Dr.

1 Bureau of Public Lands Richmond, Virginia 23229

2
3 Suzanne I. Stewart Date
4 8703 Berwickshire Dr.
5 Richmond, Virginia 23229

6 WITNESS: WITNESS:

7 _____
8 Date Date

EXHIBIT A
ELLIOTTSVILLE PLANTATION



PUBLIC LOTS



1

2 BUREAU OF PUBLIC LANDS CAMPLOT LEASE NO. 21080 L. #1
3 Public Reserved Land

4 This Lease is made as of the 1st day of October,
5 1980, by and between the State of Maine by the Direc-
6 tor of the Bureau of Public Lands, Department of Con-
7 servation, acting pursuant to the provision of
8 M.R.S.A., Title 30, §4162 (4) (D) (hereafter "Les-
9 sor") and Mary Gray Stevenson, John, Robert &
10 Elizabeth Stevenson (hereafter "Lessee").

11 1. LOCATION: Lessor hereby leases to the Lessee,
12 and Lessee hereby rents and takes from Lessor the
13 following described premises (hereafter referred to
14 as the "property" or the "premises"): Lease Lot #1
15 on the Public Reserved Land Elliottsville,
16 Piscataquis County. Description on file in the of-
17 fice of the Lessor.

18 2. TERM: This lease shall be for the term of 5
19 years commencing January 1, 1981, and ending at mid-
20 night on December 31, 1986.

21 3. ANNUAL RENTAL PAYMENT: Lessee shall pay without
22 demand to Lessor (1981-\$150.00) (1982-\$225.00)
23 (1983-\$225.00) on or before January 1st, 1981, and on
24 each succeeding January 1st throughout the term of
25 this lease. Failure to pay rent by January 1st shall
26 result in a \$10. (ten dollar) service charge and or
27 cancellation of lease. Checks are to be made payable
28 to the Treasurer of State and delivered to the of-
29 fices of the Bureau of Public Lands, Augusta, Maine
30 04333. Lessor retains the right to revise the annual
31 rental payment, from time to time, throughout the
32 term of this lease. Lessor shall send notice to Les-
33 see of the proposed revision of the annual rental
34 payment on or before the first day of December. Upon
35 receipt of such notice, Lessee shall have the option
36 to terminate the lease. Lessee may exercise said op-
37 tion to terminate by notifying Lessor on or before
38 the 31st day of December immediately following re-
39 ceipt of the notice of the proposed revision of the
40 annual rental payment. Said termination shall become
41 effective as of the commencement of the next rental
42 period, i.e., January 1st. If Lessee does not exer-

1 cise the option to terminate, the revision of the an-
2 nual rental payment will become effective as of the
3 commencement of the next rental period, i.e., January
4 1st.

5 4. PROPERTY TAXES: Lessee agrees that all taxes,
6 charges, assessments and other impositions levied
7 upon the leased premises and the buildings, improve-
8 ments and fixtures thereon shall be paid and dis-
9 charged by Lessee when due and payable.

10 5. USE: The property shall be used by Lessee exclu-
11 sively for a single family seasonal recreational
12 dwelling. Lessee may not make or allow to be made
13 any commercial use of the property, nor shall Lessee
14 use the property (or permit the same to be used) as a
15 principal place of residence.

16 6. ROADS: Lessee shall construct no roads on or to
17 the premises without prior written approval of the
18 Lessor. Nothing herein shall imply any duty or obli-
19 gation upon Lessor to construct or maintain any
20 roads, paths or trails to the leased premises. Les-
21 sor shall have no obligation to erect or maintain any
22 roads or paths or otherwise to provide access to the
23 premises.

24 7. ASSIGNMENT: Lessee shall not transfer, assign,
25 sublet, mortgage or encumber this lease or the
26 premises or any permanent improvements thereon (or
27 any interest in any of the foregoing) except with the
28 prior written consent of Lessor.

29 Lessee shall provide the Bureau of Public Lands
30 with the details of any consideration for the trans-
31 fer, assignment or subletting of the premises; any
32 approval received from the Bureau of Public Lands
33 shall be void if such approval is obtained without
34 the providing of such information.

35 8. ALTERATION: Lessee may not install any structure
36 or permanent improvement or make any addition or
37 structural alteration to any structure or permanent
38 improvement without the prior written consent of Les-
39 sor. Structures or permanent improvements shall in-
40 clude (without limitation) poured foundations, added
41 rooms, septic systems, roads and the like.

1 9. CONDITIONS: Lessee shall comply with each and
2 every condition set forth herein below, together with
3 such other reasonable condition as lessor may, in its
4 own discretion, add hereto by written notice to Les-
5 see. Upon receipt of such notice, Lessee shall have
6 the option to terminate the lease. Lessee may exer-
7 cise that option to terminate by notifying the Lessor
8 within 30 days after Lessor's notice of additional
9 conditions. Said termination will become effective
10 immediately upon Lessee's notice of termination. If
11 Lessee does not exercise its right to terminate under
12 this section, Lessor's additional conditions will be-
13 come effective 31 days after Lessor's notice of addi-
14 tional conditions.

15 A. Lessees shall not cultivate the soil (except for
16 gardening for household, non-commercial use) and
17 shall not cut or kill any living tree greater than
18 four inches in diameter (four feet above the ground),
19 except for construction of a structure or road per-
20 mitted hereunder.

21 B. Lessee shall prevent all accelerated erosion of
22 soils or sediment from the property into any waters,
23 shall use no chemical defoliant, brush killers or
24 residual pesticides on the property and shall keep no
25 poultry or livestock on the property.

26 C. Lessee shall maintain the property (including im-
27 provements thereon) in a good, neat and clean condi-
28 tion (reasonable wear and tear to improvements and
29 damage from unavoidable casualty excepted). No trash
30 or solid waste shall be permitted to accumulate on
31 the property and no incinerator shall be permitted
32 thereon.

33 D. Each chimney shall be equipped with a screen of
34 one-quarter (1/4) inch mesh or smaller. Overhanging
35 branches or foliage within three (3) feet horizontal-
36 ly or ten (10) feet vertically from the top of any
37 chimney or stove pipe shall be removed.

38 E. Lessee shall not close or otherwise restrict ac-
39 cess along any road or right-of-way without the prior
40 written consent of Lessor. Lessor shall have the
41 right (but not the obligation) to use, plow, build
42 and rebuild any roads on or across any part of the

1 public reserved land.

2 F. Lessee shall not permit any nuisance upon the
3 property nor any activity that pollutes or is likely
4 to pollute any waters. Lessee shall not engage in
5 conduct which unreasonably impairs the use and enjoy-
6 ment of the public reserved land by other camplot
7 Lessees or members of the public.

8 G. This lease is subject to the right of Lessor and
9 others to flow the premises to the extent lawfully
10 permitted. Lessee shall have no recourse or claim
11 against Lessor for any damage to Lessee's property
12 caused by said flowage.

13 H. Lessor, its employees and agents shall have the
14 right to go onto and pass over the premises for any
15 reasonable purpose, including inspection of the
16 leased premises, during reasonable hours and shall
17 have the right to make such use of the premises as
18 shall not unreasonably interfere with the use and en-
19 joyment thereof by Lessee. Corner posts and lot
20 lines indicating lot boundaries shall not be dis-
21 turbed in any way.

22 I. If the property is or becomes accessible by auto-
23 mobile, Lessee shall forward plans for parking facil-
24 ities to Lessor for approval. At no time shall
25 parked cars obstruct any road open to travel.

26 J. Lessee shall be liable to Lessor for loss and ex-
27 penses incurred by Lessor by reason of Lessee's fail-
28 ure to comply with the present or future conditions
29 of this lease.

30 K. The Lessee should construct and maintain a pit
31 privy not closer than 100 feet from a permanent body
32 of water; an additional 40 feet from any downhill
33 slope steeper than 33%. If the Lessee cannot comply
34 with these rules because the lot is too small then
35 the Bureau will assist the Lessee in finding a solu-
36 tion to the correction of this problem. Guidelines
37 that the Lessee should follow are those of the State
38 Plumbing Code Subsurface Waste Water Disposal Regula-
39 tions and Land Use Regulation Commission.

40 10 INDEMNITY: Lessee agrees to indemnify and hold

1 the Lessor harmless from and against any and all manner of claims, suits, actions and expenses made or
2 brought against Lessor or incurred by Lessor and
3 arising, in part or in whole, out of the use or occupancy of the property by Lessee, or Lessee's agents
4 or invitees, including, without limitation, any injury to person or property or loss of life sustained
5 on the premises or in or about any structures thereon.
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10 11. SURRENDER: Upon termination of this lease for any reason, Lessee shall deliver the premises to Lessor
11 peaceably, without demand, and in reasonably good
12 condition clear of trash and debris. If such trash, and debris is not removed within 30 days of the
13 termination of this lease, the Lessor shall thereafter have the right to remove it and to charge the Lessee
14 with costs of such removal. Any personal property, fixture or structure on the property belonging to
15 Lessee may be removed by Lessee and shall be removed promptly if requested by Lessor. If the Lessee fails
16 to remove such, the personal property, fixture, or structure shall be deemed the property of the State
17 90 days after the Lessor's request for removal. Any holding over by Lessee without Lessor's prior written
18 consent shall be considered a tenancy at sufferance.
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26 12. DEFAULT: The following events shall be deemed to be events of default hereunder: (A) Lessee shall
27 fail to pay when due any rent payable thereunder; (B) Lessee shall fail to comply with any other provision
28 of this lease and shall not cure such failure of compliance within 30 days after notice thereof to Lessee,
29 or if such failure of compliance cannot be cured within 30 days, if Lessee shall not promptly and diligently
30 undertake to cure such failure of compliance and cause the same to be cured as soon as the nature
31 of the failure of compliance permits; (C) Lessee shall be adjudged bankrupt or become insolvent; (D)
32 Lessee shall abandon the leased premises. Upon the occurrence of any such event of default, Lessor may,
33 in addition to (and not instead of) any other remedies available at law or in equity, cancel this lease
34 without notice or demand to Lessee and enter and take possession of the leased premises. Lessee shall be
35 liable to Lessor for loss and expenses, including reasonable attorneys fees, incurred by reason of such
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1 termination hereof.

2 13. MISCELLANEOUS: Failure of either party to com-
3 plain of any act or omission on the part of the other
4 party, no matter how long the same may continue,
5 shall not be deemed to be a waiver by said party of
6 any of its rights hereunder. No waiver by either
7 party at any time, express or implied, of any breach
8 of any provision of this lease, shall be deemed a
9 waiver of or consent to any subsequent breach of the
10 same or any other provision. Lessee may not, without
11 Lessor's prior written consent, file this lease or
12 record, or cause or permit the same to be filed of
13 record. Lessee shall comply with all applicable
14 laws, regulations and ordinances of governmental en-
15 tities, having jurisdiction over the premises. This
16 lease contains the entire agreement of the parties
17 and may not be modified except by a writing sub-
18 scribed by both parties. The word "Lessee" as used
19 herein shall include his respective heirs, and the
20 words 'he', 'his', and 'him' where applicable shall
21 apply to the Lessee regardless of sex. If more than
22 one party signs as Lessee hereunder, the covenants,
23 conditions, and agreements herein of the Lessee shall
24 be the joint and several obligations of each such
25 party.

26 14. FIRE, OTHER CASUALTY: If the principal building
27 located on the leased premises, or any substantial
28 part thereof, shall be destroyed or damaged by fire
29 or other casualty after the execution hereof and dur-
30 ing said term, or any extension or renewal thereof,
31 then this lease and said term shall terminate at the
32 option of either party by 30 days notice to the oth-
33 er.

34 15. Notice: Any notice required or permitted under
35 this lease shall be deemed to have been given when
36 actually delivered or when deposited in the United
37 States mail, first-class postage prepaid, addressed
38 as follows: To the Lessor: Bureau of Public Lands,
39 State Office Building, Station #22, Augusta, Maine
40 04333, ATTN: Camp Leasing Division. To the Lessee:
41 at the address given by the Lessee below or at such
42 other address as Lessee may have theretofore speci-
43 fied by written notice actually received and placed
44 of record with Lessor.

1 IN WITNESS WHEREOF the parties have executed this
2 lease as of the day and year first above written.

3 Lessee: _____ Lessor: State of Maine
4 (sign name) Department of Conservation
5 Bureau of Public Lands

6 Lessee's name and address:

7 _____ By: _____
8 (print name) Director

9 _____

PUBLIC RESERVED LAND

Right of Way

KNOW ALL MEN BY THESE PRESENTS, that the Director of the Bureau of Public Lands, Maine Department of Conservation, (hereinafter, the "Grantor") by virtue of the authority in him vested by law does hereby grant to Central Maine Power Co. (hereafter, the Grantee) a right of way not to exceed 15 feet in width across the following described tracts of land in Elliottsville Plantation, Piscataquis, viz: the Public Reserved Land in said Plantation more particularly described by Map A, a copy of which is attached hereto and hereby incorporated by reference into this permit. Upon the following terms and conditions, viz:

A. TERM. This permit shall become effective on the June 1, 1976 and shall terminate on the December 31, 2001 and no later.

B. CONSIDERATION. This grant is made and accepted for and in consideration of the sum of \$1.00, payable on the effective date of this grant, and in addition, the Grantee shall pay as stumpage for all timber to be cut, let it be cut by whom it may, the following prices:

<u>Species</u>	<u>per MBF, mill scale</u>
All	\$19.92 total

The same to be paid on or before the first day of each month after the trees are cut.

C. RESTRICTION. Grantee shall comply with all terms and conditions imposed by any regulatory agency of the State of Maine or the United States, if any there may be now or hereafter, in the construction or maintenance of any improvements on the premises.

D. TAXES. Grantee shall be responsible for and pay any and all taxes due to the State of Maine or any of

1 its political subdivisions, now or hereafter imposed,
2 in connection with any rights created herein.

3 E. ASSIGNMENT. Grantee may not assign, without prior
4 written approval of the Grantor, the rights created
5 herein.

6 F. OWNERSHIP. The Grantor reserves and retains full
7 and complete ownership and control of all wood which
8 shall be cut on the right of way until all sums due
9 pursuant to section B are fully paid. Upon the expi-
10 ration of this permit, full and complete ownership,
11 control and title of all fixtures and improvements
12 upon the said premises shall vest in the Grantor.
13 Grantee may not cut or remove any growth except with-
14 in the right of way.

15 G. CONSTRUCTION. All improvements and alterations to
16 the right of way shall be done in a first class,
17 workmanlike manner and erosion and sedimentation
18 shall be prevented by Grantee at Grantee's expense.
19 Grantee shall, at its expense, construct water bars,
20 culverts and bridges at places and in a manner desig-
21 nated by Grantor.

22 H. INDEMNITY. Grantee shall indemnify and hold
23 Grantor harmless from and against any and all manner
24 of claims, suits, cause of action, expenses or dam-
25 ages incurred by Grantor as a result of Grantee's use
26 or occupancy, or alleged use or occupancy of the
27 premises subject to this right of way.

28 I. LITTER. Grantee shall keep the premises subject
29 to this right of way, and the nearby area on either
30 side of this right of way, free and clear of trash,
31 junk litter, refuse or any manner of waste material.

32 J. NON-EXCLUSIVE USE. Grantor reserves for itself,
33 its agents, employees and its lessees the right to
34 use, cross and recross the premises subject to this
35 right of way, provided only that in the case of
36 Grantor's lessees, Grantor shall impose contractually
37 upon said lessees the obligation to share equitably
38 in the maintenance of said right of way to the extent
39 of said lessee's vehicular use thereof and provided
40 further that Grantor reserves the right directly or
41 indirectly to make any use of the premises subject to

1 this right of way which use does not unreasonably in-
2 terfere with Grantee's continued use thereof.

3 K. TERMINATION. In the event Grantee shall fail to
4 pay the consideration (including stumpage) as the
5 same is due hereunder or in the event Grantee shall
6 fail to comply with any term or condition hereof and
7 such failure shall continue for seven days after no-
8 tice thereof to Grantee, then Grantor may terminate
9 this right of way immediately without further notice
10 to Grantee. In addition, Grantor may terminate this
11 lease upon 60 days advance notice to Grantee in the
12 event Grantor determines that another public use, in-
13 compatible with the existence of the right of way
14 granted hereunder, shall be made of the premises sub-
15 ject to this right of way.

16 L. NOTICE: Any notice permitted or required hereun-
17 der shall be deemed delivered when deposited in the
18 United States Mail, first class postage prepaid, ad-
19 dressed to Grantor, c/o the Department of Conserva-
20 tion, State House, Augusta, Maine 04333, Attention:
21 Leasing Division, or to Grantee at the address speci-
22 fied hereinbelow, or at such other address for Grant-
23 ee as may be properly on file with Grantor prior to
24 the giving of such notice.

25 M. MISCELLANEOUS. Nothing in this permit shall be
26 construed to impose upon Grantor any character of ob-
27 ligation to maintain or plow the premises subject to
28 this right of way. Grantee may not lock, chain off,
29 close, block or otherwise obstruct the right of way
30 without Grantor's prior written consent. Grantee may
31 make no use of the premises subject to this right of
32 way except as expressly permitted hereby. This agree-
33 ment contains the entire agreement of the parties and
34 may not be altered or amended except in writing.

35 N. Grantee shall apply no herbicide to any wetland
36 portion of the right of way. Grantee, by signing
37 hereinbelow, accepts and agrees to the terms hereof.

38 Dated June 1, 1976.

39 Grantee:

Grantor:

1
2

DEPARTMENT OF CONSERVATION
Bureau of Public Lands

3

Grantee's address:

By _____, Director

4

5

1 Bureau of Public Lands
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT

4 Elliottsville Plantation - Lot No. 4

5 This agreement is by and between the State of
6 Maine, acting through its Bureau of Public Lands, De-
7 partment of Conservation, and Richard Thomas of
8 Guilford, Maine (Grantee), in accordance with the
9 provisions of 30 MRSA ss 4169 and subject to the fol-
10 lowing terms and conditions:

11 (1) The State of Maine shall convey all of its
12 right, title and interest in and to a parcel of Pub-
13 lic Reserved Land, consisting of 64 acres + / -, lo-
14 cated in Elliottsville Plantation and designated as
15 Lot #4 on the attached map (Exhibit A).

16 (2) The State will convey this property by
17 quit-claim deed.

18 (3) The date of closing shall be within 30 days
19 following the effective date of legislation authoriz-
20 ing this sale and conveyance (120 days following ad-
21 journment).

22 (4) At closing, The Grantee shall pay to the
23 State the sum of \$11,000, as reflected in his bid of
24 December 3, 1984, less 10 percent (\$1,100) of the
25 purchase price, said 10 percent to be an earnest pay-
26 ment due upon execution of this Agreement.

27 (5) The Grantee shall have until January 10,
28 1985, to sign and return copies of this agreement ac-
29 companied by payment of 10 percent of the purchase
30 price, as described in Paragraph (4) above. Thereaf-
31 ter, he shall have until January 31, 1985, to show
32 evidence that he has secured financing for the re-
33 mainder of the purchase price. In the event that the
34 grantee fails to fulfill either of these provisions,
35 this Agreement shall terminate.

36 (6) If, for any reason other than that stated in
37 paragraph 5 above, the grantee shall fail to meet the

1 terms of this Agreement or shall fail close this
2 transaction, the State shall retain the 10 percent
3 earnest payment and proceed, at its discretion, to
4 consummate the sale with any other party.

5 (7) The State's conveyance shall be subject to
6 the following reservations and exceptions:

7 The grantee hereby acknowledges that the Ap-
8 palachian Trail may be relocated in Lot #4
9 and agrees to sell, at appraised value, such
10 land as may be necessary for this purpose to
11 the National Park Service (proposed location
12 is reflected in Exhibit B).

13 (8) The Grantee hereby acknowledges that he has
14 had an opportunity to inspect the property or has
15 voluntarily waived such opportunity and that he un-
16 derstands and accepts the terms of sale as repre-
17 sented herein.

18 (9) The parties hereby acknowledge that Legisla-
19 tive authority is necessary to permit the terms here-
20 of to be performed by the State of Maine, and that
21 this Agreement, therefore, is made contingent upon
22 the granting of such authority. In the event that the
23 present regular session of the Legislature does not
24 approve the legislation authorizing this sale, this
25 Agreement shall terminate on the date of adjournment
26 and the 10% payment shall be returned to the Grantee,
27 unless otherwise agreed by the parties.

28 (10) ENTIRE AGREEMENT. This document constitutes
29 the entire agreement between the parties; all amend-
30 ments shall be in writing and executed by the parties
31 hereto.

32 FOR THE STATE:

FOR THE GRANTEE:

33

34 Robert H. Gardiner, Jr.-DATE	Richard Thomas-DATE
35 Director	RFD 2 - Box 67
36 Bureau of Public Lands	Guilford, Me. 04443

1 ACKNOWLEDGED:

ACKNOWLEDGED:

2 _____ -DATE

_____ -DATE

1 Bureau of Public Lands
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT

4 Elliottsville Plantation - Lot No. 2

5 This agreement is by and between the State of
6 Maine, acting through its Bureau of Public Lands, De-
7 partment of Conservation, and Richard Thomas of
8 Guilford, Maine (Grantee), in accordance with the
9 provisions of 30 MRSA ss 4169 and subject to the fol-
10 lowing terms and conditions:

11 (1) The State of Maine shall convey all of its
12 right, title and interest in and to a parcel of Pub-
13 lic Reserved Land, consisting of 168 acres + / -, lo-
14 cated in Elliottsville Plantation and designated as
15 Lot #2 on the attached map (Exhibit A).

16 (2) The State will convey this property by
17 quit-claim deed.

18 (3) The date of closing shall be within 30 days
19 following the effective date of legislation authoriz-
20 ing this sale and conveyance (120 days following ad-
21 journment).

22 (4) At closing, The Grantee shall pay to the
23 State the sum of \$32,000 as reflected in his bid of
24 December 3, 1984, less 10 percent (\$3,200) of the
25 purchase price, said 10 percent to be an earnest pay-
26 ment due upon execution of this Agreement.

27 (5) The Grantee shall have until January 10,
28 1985, to sign and return copies of this agreement ac-
29 companied by payment of 10 percent of the purchase
30 price, as described in Paragraph (4) above. Thereaf-
31 ter, he shall have until January 31, 1985, to show
32 evidence that he has secured financing for the re-
33 mainder of the purchase price. In the event that the
34 grantee fails to fulfill either of these provisions,
35 this Agreement shall terminate.

36 (6) If, for any reason other than that stated in
37 paragraph 5 above, the grantee shall fail to meet the

1 terms of this Agreement or shall fail close this
2 transaction, the State shall retain the 10 percent
3 earnest payment and proceed, at its discretion, the
4 consummate the sale with any other party.

5 (7) The State's conveyance shall be subject to
6 the following reservations and exceptions:

7 The grantee hereby acknowledges that the Ap-
8 palachian Trail traverses Lot #2, the public
9 use of which may not be unreasonably ob-
10 structed (Exhibit B). The grantee further
11 acknowledges that the National Park Service
12 is currently negotiating with landowners to
13 relocate and purchase portions of the Appa-
14 lachian Trail and hereby agrees to sell to
15 the Park Service, at appraised value, such
16 land as falls within the current trail cor-
17 ridor or as may be identified for purposes
18 of trail relocation.

19 (8) The Grantee hereby acknowledges that he has
20 had an opportunity to inspect the property or has
21 voluntarily waived such opportunity and that he un-
22 derstands and accepts the terms of sale as repre-
23 sented herein.

24 (9) The parties hereby acknowledge that Legisla-
25 tive authority is necessary to permit the terms here-
26 of to be performed by the State of Maine, and that
27 this Agreement, therefore, is made contingent upon
28 the granting of such authority. In the event that the
29 present regular session of the Legislature does not
30 approve legislation authorizing this sale, this
31 Agreement shall terminate on the date of adjournment
32 and the 10% payment shall be returned to the Grantee,
33 unless otherwise agreed by the parties.

34 (10) ENTIRE AGREEMENT. This document constitutes
35 the entire agreement between the parties; all amend-
36 ments shall be in writing and executed by the parties
37 hereto.

38 FOR THE STATE:

FOR THE GRANTEE:

1

2 Robert H. Gardiner, Jr. -DATE Richard Thomas -DATE

3 Director RFD 2 - Box 67

4 Bureau of Public Lands Guilford, Me. 04443

5 ACKNOWLEDGED:

ACKNOWLEDGED:

6 _____ -DATE

_____ -DATE

1 Bureau of Public Lands
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT

4 Elliottsville Plantation - Lot No. 3

5 This agreement is by and between the State of
6 Maine, acting through its Bureau of Public Lands, De-
7 partment of Conservation, and Prentiss & Carlisle,
8 Inc. of Bangor, Maine (Grantee), in accordance with
9 the provisions of 30 MRSA ss 4169 and subject to the
10 following terms and conditions:

11 (1) The State of Maine shall convey all of its
12 right, title and interest in and to a parcel of Pub-
13 lic Reserved Land, consisting of 125 acres + / -, lo-
14 cated in Elliottsville Plantation and designated as
15 Lot #3 on the attached map (Exhibit A).

16 (2) The State will convey this property by
17 quit-claim deed.

18 (3) The date of closing shall be within 30 days
19 following the effective date of legislation authoriz-
20 ing this sale and conveyance (120 days following ad-
21 journment).

22 (4) At closing, The Grantee shall pay to the
23 State the sum of \$30,250, as reflected in his bid of
24 December 3, 1984, less 10 percent (\$3,025) of the
25 purchase price, said 10 percent to be an earnest pay-
26 ment due upon execution of this Agreement.

27 (5) The Grantee shall have until January 10,
28 1985, to sign and return copies of this agreement
29 accompanied by payment of 10 percent of the purchase
30 price, as described in Paragraph (4) above. Thereaf-
31 ter, he shall have until January 31, 1985, to show
32 evidence that he has secured financing for the re-
33 mainder of the purchase price. In the event that the
34 grantee fails to fulfill either of these provisions,
35 this Agreement shall terminate.

36 (6) If, for any reason other than that stated in
37 paragraph 5 above, the grantee shall fail to meet the

1 terms of this Agreement or shall fail close this
2 transaction, the State shall retain the 10 percent
3 earnest payment and proceed, at its discretion, to
4 consummate the sale with any other party.

5 (7) The State's conveyance shall be subject to
6 the following reservations and exceptions:

7 a. An easement on the existing road through Lot
8 #3 is hereby granted to Old Winterport Corpo-
9 ration, its guests and assigns, for such pur-
10 poses as may be deemed necessary in the con-
11 duct of various forest management and related
12 activities (Exhibits B & D).

13 b. The grantee hereby acknowledges that the Ap-
14 palachian Trail may be relocated in Lot #3
15 and agrees to sell, at appraised value, such
16 land as may be necessary for this purpose to
17 the National Park Service (proposed location
18 is reflected in Exhibit C).

19 (8) The Grantee hereby acknowledges that he has
20 had an opportunity to inspect the property or has
21 voluntarily waived such opportunity and that he un-
22 derstands and accepts the terms of sale as repre-
23 sented herein.

24 (9) The parties hereby acknowledge that Legisla-
25 tive authority is necessary to permit the terms here-
26 of to be performed by the State of Maine, and that
27 this Agreement, therefore, is made contingent upon
28 the granting of such authority. In the event that the
29 present regular session of the Legislature does not
30 approve legislation authorizing this sale, this
31 Agreement shall terminate on the date of adjournment
32 and the 10% payment shall be returned to the Grantee,
33 unless otherwise agreed by the parties.

34 (10) ENTIRE AGREEMENT. This document constitutes
35 the entire agreement between the parties; all amend-
36 ments shall be in writing and executed by the parties
37 hereto.

38 FOR THE STATE:

FOR THE GRANTEE:

1
2 Robert H. Gardiner, Jr.-DATE David Carlisle-DATE
3 Director President
4 Bureau of Public Lands Prentiss & Carlisle, Inc.

5 ACKNOWLEDGED: ACKNOWLEDGED:

6 _____-DATE _____-DATE

7 (11) In the event the Grantor cannot provide
8 good and sufficient title, the grantee is not obli-
9 gated to purchase and the \$3,025 deposit is refund-
10 able.

11
12 DMC

13
14 RHG, Jr.

EXHIBIT A
ELLIOTTSVILLE PLANTATION



PUBLIC LOTS

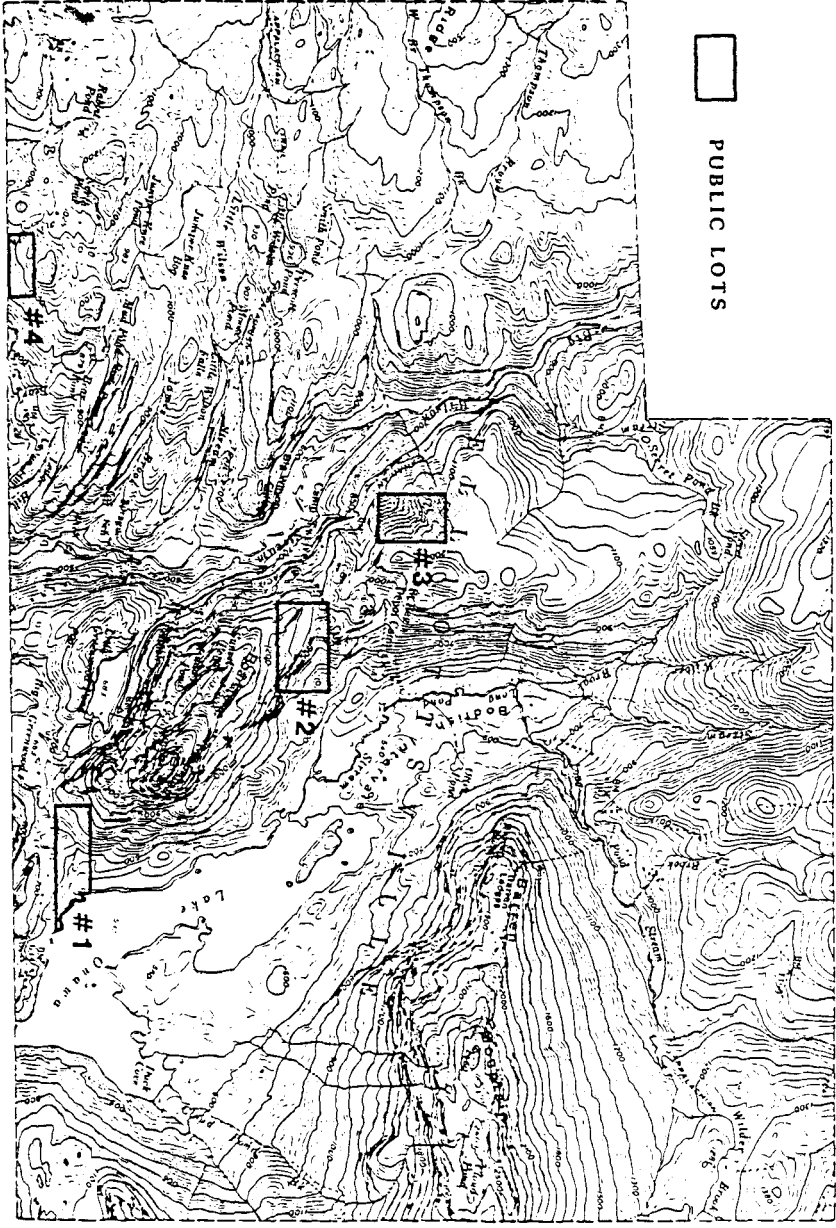
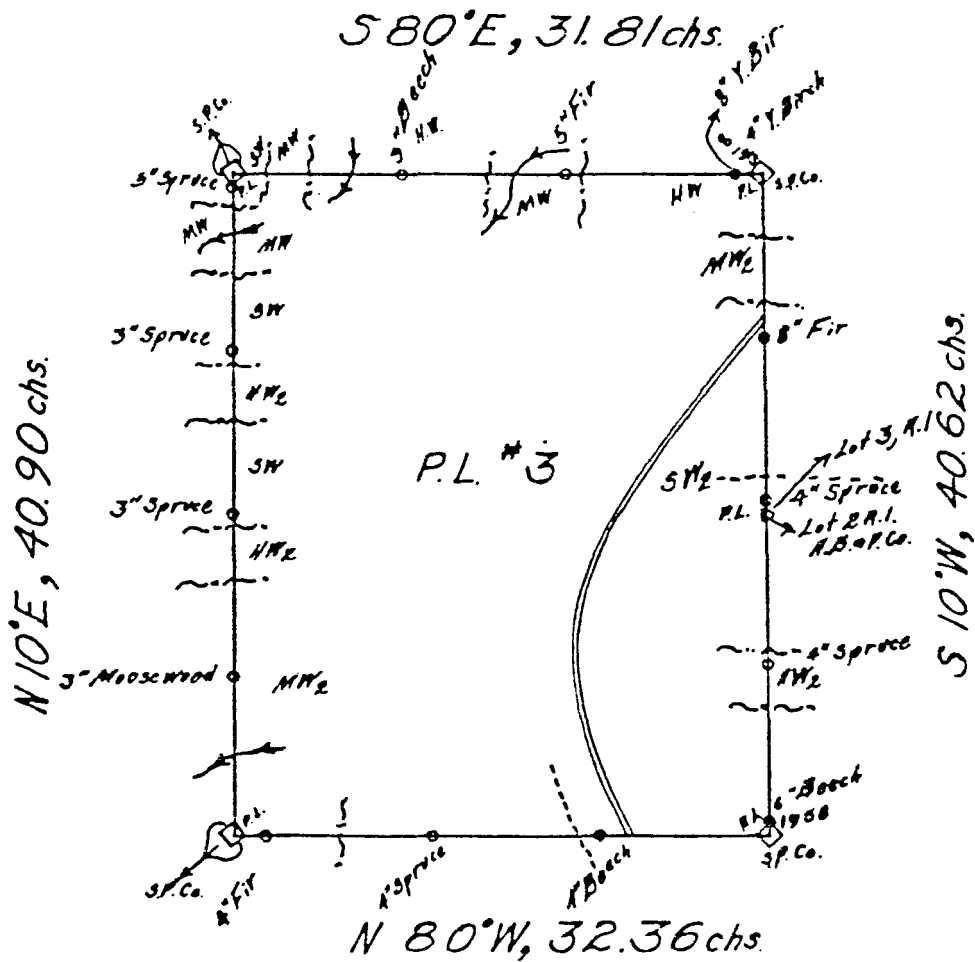


EXHIBIT B



PUBLIC RESERVED LAND

EXHIBIT D

Right of Way

KNOW ALL MEN BY THESE PRESENTS, that the Director of the Bureau of Public Lands, Maine Department of Conservation, (hereinafter, the "Grantor") by virtue of the authority in him vested by law does hereby grant to the Old Winterport AG (hereafter, the Grantee) a right of way not to exceed 40 feet in width across the following described tracts of land in Elliottsville Plantation, Piscataquis County Public Lot Number 3 (See Exhibit 1) upon the following terms and conditions, Viz:

A. TERM. This permit shall become effective on the November 2, 1981 and shall terminate on the November 2, 2006 and no later.

B. CONSIDERATION. This grant is made and accepted for and in consideration of the sum of one dollar, payable on the effective date of this grant, and in addition, the Grantee shall pay as stumpage for all timber to be cut, let it be cut by whom it may, the following prices:

<u>Species</u>	<u>Per MBF, mill scale</u>	<u>Per cord, mill scale</u>
----------------	----------------------------	-----------------------------

ton/

See attached sheet Exhibit 2

C. RESTRICTION. Grantee shall comply with all terms and conditions imposed by any regulatory agency of the State of Maine or the United States, if any there may be now or hereafter, in the construction or maintenance of any improvements on the premises.

D. TAXES. Grantee shall be responsible for and pay any and all taxes due to the State of Maine or any of its political subdivisions, now or hereafter imposed, in connection with any rights created herein.

E. ASSIGNMENT. Grantee may not assign, without the prior written approval of the Grantor the rights created herein.

F. OWNERSHIP. The Grantor reserves and retains full

1 and complete ownership and control of all wood which
2 shall be cut on the right of way until all sums due
3 pursuant Section B are fully paid. Upon the expira-
4 tion of this permit, full and complete ownership,
5 control and title of all fixtures and improvements
6 upon the said premises shall vest in the Grantor.
7 Grantee may not cut or remove any growth except with-
8 in the right of way.

9 G. CONSTRUCTION. All improvements and alterations to
10 the right of way shall be done in a first class,
11 workmanlike manner and erosion and sedimentation
12 shall be prevented by Grantee at Grantee's expense.
13 Grantee shall, at its expense, construct water bars,
14 culverts and bridges at places and in a manner desig-
15 nated by Grantor.

16 H. INDEMNITY. Grantee shall indemnify and hold
17 Grantor harmless from and against any and all manner
18 of claims, suits, cause of action, expenses or dam-
19 ages incurred by Grantor as a result of Grantee's use
20 or occupancy, or alleged use or occupancy of the
21 premises subject to this right of way.

22 I. LITTER. Grantee shall keep the premises subject
23 to this right of way, and the nearby area on either
24 side of this right of way, free and clear of trash,
25 junk litter, refuse or any manner of waste material.

26 J. NON-EXCLUSIVE USE. Grantor reserves for itself,
27 its agents, employees and its lessees the right to
28 use, cross and recross the premises subject to this
29 right of way, provided only that in the case of
30 Grantor's lessees, Grantor shall impose contractually
31 upon said lessees the obligation to share equitably
32 in the maintenance of said right of way to the extent
33 of said lessee's vehicular use thereof and provided
34 further that Grantor reserves the right directly or
35 indirectly to make any use of the premises subject to
36 this right of way which use does not unreasonably in-
37 terfere with Grantee's continued use thereof.

38 K. TERMINATION. In the event Grantee shall fail to
39 pay the consideration (including stumpage) as the
40 same is due hereunder or in the event Grantee shall
41 fail to comply with any term or condition hereof and
42 such failure shall continue for seven days after no-

1 tice thereof to Grantee, then Grantor may terminate
2 this right of way immediately without further notice
3 to Grantee. In addition, Grantor may terminate this
4 lease upon 60 days advance notice to Grantee in the
5 event Grantor determines that another public use, in-
6 compatible with the existence of the right of way
7 granted hereunder, shall be made of the premises sub-
8 ject to this right of way.

9 L. NOTICE. Any notice permitted or required hereun-
10 der shall be deemed delivered when deposited in the
11 United States Mail, first class postage prepaid, ad-
12 dressed to Grantor, c/o the Department of Conserva-
13 tion, State House, Augusta, Maine 04333, Attention:
14 Leasing Division, or to Grantee at the address speci-
15 fied hereinbelow, or at such other address for Grant-
16 ee as may be properly on file with Grantor prior to
17 the giving of such notice.

18 M. MISCELLANEOUS. Nothing in this permit shall be
19 construed to impose upon Grantor any character of ob-
20 ligation to maintain or plow the premises subject to
21 this right of way. Grantee may not lock, chain off,
22 close, block or otherwise obstruct the right of way
23 without Grantor's prior written consent. Grantee may
24 make no use of the premises subject to this right of
25 way except as expressly permitted hereby. This agree-
26 ment contains the entire agreement of the parties and
27 may not be altered or amended except in writing.

28 N. Attached as Rider A and incorporated herein are
29 additional provisions to this contract.

30 Grantee, by signing hereinbelow, accepts and
31 agrees to the terms hereof.

32 Dated _____, 19__.

33 Grantee: _____ Grantor: _____

34 _____ DEPARTMENT OF CONSERVATION
35 Bureau of Public Lands

1 Grantee's Address by _____, Director

2 _____

3 _____

4 _____

