

# MAINE STATE LEGISLATURE

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1 FIRST REGULAR SESSION  
2

3 ONE HUNDRED AND TWELFTH LEGISLATURE  
4

5 Legislative Document

No. 1546

7 H.P. 1060

House of Representatives, May 20, 1985

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

10 EDWIN H. PERT, Clerk

Presented by Speaker Martin of Eagle Lake.

11 Cosponsored by Senator Usher of Cumberland, Representative Michaud  
of Medway and Senator Perkins of Hancock.

12 STATE OF MAINE  
13

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

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

20 Director of Bureau of Public Lands; authorized to  
21 consummate exchange or sale of certain public re-  
22 served lands, as contemplated in agreements contained  
23 in sections I to IV. Resolved: That any and all land  
24 acquired by the State under this authority shall be,  
25 for all purposes, public reserved land of the State  
26 and shall be held in trust by the State under the  
27 same terms and conditions as apply to other public  
28 reserved lands. Further, all money received from the  
29 sale of those lands, as described below, shall be de-  
30 posited in a public reserved lands acquisition ac-  
31 count and shall be used to purchase additional land  
32 to be incorporated in and be invested with the trust  
33 status of the public reserved lands system. Notwith-  
34 standing any provisions of the attached agreements,  
35 the State shall not convey any land or interest in  
36 the land which comprises a public road or a great  
37 pond. The State also releases and covenants not to  
38 sue the parties to the transactions authorized in

1 Section I, as provided in exhibits to agreements at-  
2 tached.

3 In accordance with the Maine Revised Statutes,  
4 Title 30, section 4169, subsection 1, paragraph B,  
5 notices of these transactions have been posted and a  
6 public meeting has been conducted.

7 In addition to settling potential claims related  
8 to Cushing v. State of Maine, 1981, this resolve  
9 serves to designate all state land under the adminis-  
10 tration of the Bureau of Public Lands in Township 18  
11 MD as public reserved land.

12 SECTION I

13 AGREEMENT

14 This Agreement made as of the 22nd day of March,  
15 1985, by and among the State of Maine, in its sover-  
16 eign capacity, in its sovereign capacity as trustee  
17 of the public lands of the State of Maine, and in its  
18 sovereign capacity on behalf of all municipalities  
19 and other subdivisions of the State of Maine, acting  
20 through its Commissioner of Conservation and its Di-  
21 rector of the Bureau of Public Lands (hereinafter re-  
22 ferred to as the "State"), Irving Pulp & Paper, Lim-  
23 ited (formerly Saint John Sulphite, Limited), a New  
24 Brunswick corporation with a place of business at 284  
25 Union Street, Saint John, New Brunswick, Canada  
26 ("Irving Pulp"), J. D. Irving, Limited, a New  
27 Brunswick corporation with a place of business at 284  
28 Union Street, Saint John, New Brunswick, Canada  
29 ("JDIL"), Produits Forestiers D'Auteuil Limitee (for-  
30 merly the D'Auteuil Lumber Company Limited), a Cana-  
31 dian corporation with a place of business at 284 Un-  
32 ion Street, Saint John, New Brunswick, Canada  
33 ("D'Auteuil") and Van Buren-Madawaska Corporation, a  
34 Maine corporation with a place of business at Route  
35 3, Fort Kent, Maine ("Van Buren"), said Irving Pulp,  
36 JDIL, D'Auteuil and Van Buren being hereinafter col-  
37 lectively referred to as ("Irving").

38 For good and valuable consideration for which re-  
39 ceipt is acknowledged by each party, the parties  
40 hereto agree as follows:

- 1 1. Irving shall convey or cause to be conveyed to  
2 the State all of its or its affiliates' right, title  
3 and interest in the property described in Exhibit A  
4 attached hereto and incorporated herein.
- 5 2. State shall (a) convey to Irving Pulp all of the  
6 State's right, title and interest in the property de-  
7 scribed in Exhibit B attached hereto and incorporated  
8 herein and (b) deliver to each of Irving Pulp, JDIL,  
9 D'Auteuil and Van Buren, respectively, a separate Re-  
10 lease and Covenant Not to Sue in the form set forth  
11 in Exhibits C, D, E and F attached hereto and incor-  
12 porated herein.
- 13 3. Lands described in Exhibit A and B are collec-  
14 tively and singly referred to in this Agreement as  
15 the "Lands."
- 16 4. The respective deeds contemplated by this Agree-  
17 ment shall include (i) a reservation to the grantor,  
18 and its successors or assigns, of the limited right  
19 to cross and recross the lands conveyed by the grant-  
20 or from proximal, adjacent, and contiguous parcels  
21 owned by grantor, now or in the future and in whole  
22 or in part, for purposes reasonably related to  
23 grantor's proximal, adjacent and contiguous parcels  
24 and necessary to grantor's land management, commer-  
25 cial forestry, recreational and similar activities  
26 thereon provided that such right shall not unreason-  
27 ably interfere with grantee's use of the land con-  
28 veyed to it and (ii) a grant to the grantee of the  
29 limited right to cross and recross the proximal, ad-  
30 jacent and contiguous lands of the grantor for rea-  
31 sonably required or necessary access to the conveyed  
32 Lands for purposes of land management, commercial  
33 forestry and recreational activities on grantee's  
34 land provided that such right shall not unreasonably  
35 interfere with grantor's use of its lands. The bur-  
36 dened party shall not be required to make any expend-  
37 iture of time, money or effort with respect to the  
38 existence, use or maintenance of these limited  
39 rights.
- 40 5. The term of this Agreement shall commence on the  
41 day after the date of this Agreement and continue un-  
42 til and including the date and time on which the doc-  
43 uments of conveyance of the Lands are exchanged,

1 hereinafter referred to as the "Closing Date," which  
2 shall be within sixty (60) days following the effective  
3 date of legislation authorizing the exchange of  
4 Lands upon the terms contained in this Agreement. In  
5 the event that the State does not enact legislation  
6 authorizing this exchange of Lands by July 1, 1985,  
7 this Agreement shall terminate on that date, unless  
8 the term of this Agreement is extended by the mutual  
9 agreement of the parties.

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

16 7. During the term of this Agreement, the cutting of  
17 timber on the Lands may be continued in accordance  
18 with good commercial forestry practice. Within sixty  
19 (60) days after the Closing Date, the grantee of the  
20 respective Lands shall be paid by the grantor or its  
21 designee an amount equal to the sum of the net  
22 amounts received by the grantor for all timber cut  
23 and sand and gravel removed from the Lands of the  
24 grantor on or after January 1, 1985, it being intended  
25 that the net amounts will be representative of  
26 the fair market value of the items removed.

27 8. All conveyances contemplated by this Agreement  
28 shall be made by quitclaim deed without covenant. The  
29 deeds shall convey or assign the grantor's interest  
30 in all harvesting or extraction permits and all  
31 leases, mineral leases or mineral exploration permits  
32 with respect to the premises conveyed.

33 9. Each party shall be responsible at its own expense  
34 for such title examination as that party wishes  
35 to conduct with respect to the Land it will receive  
36 pursuant to this Agreement. In the event of title objections,  
37 the objecting party shall give the other  
38 party written notice thereof at least ten (10) days  
39 prior to the Closing Date. The party receiving the  
40 notice (i.e. the grantor) shall use its best efforts  
41 to remove or resolve the objections within a reasonable  
42 period of time but neither party shall be obligated  
43 to expend more than \$1,000 for this purpose. In

1 the event of a major title defect which renders any  
2 parcel of the Land in question unsuitable or unavail-  
3 able for commercial forestry purposes and recreation-  
4 al purposes by the grantee (and which can not be re-  
5 solved by the expenditure of \$1,000), the grantor  
6 shall convey land of similar value and character ac-  
7 ceptable to grantee in substitution for said parcel  
8 or an adjustment by other appropriate means shall be  
9 made. Title defects or objections shall not include  
10 minor or short term rights-of-way, easements or  
11 leases, which do not materially interfere with the  
12 use of the property for commercial forestry purposes  
13 or recreational purposes.

14 10. Property taxes for the current or prior tax  
15 years and excise taxes for 1985 for fire protection  
16 assessed against the Lands shall be paid by the party  
17 owning the Lands on the date of assessment.

18 11. Rental payments on all leases, mineral leases or  
19 mineral exploration permits on the Lands shall be  
20 prorated as of the Closing Date. If either party re-  
21 ceives payment of any amounts which are due the other  
22 party pursuant to the preceding sentence, the party  
23 receiving any such amounts shall promptly remit them  
24 to the other party.

25 12. Each party shall deliver full possession of its  
26 Lands to the other party at the time of closing, ex-  
27 cept for existing leases.

28 13. In the event that a substantial part of the  
29 standing timber on the entire Lands of either party  
30 is destroyed by fire, wind or other casualty (not in-  
31 cluding budworm damage) before the Closing Date, the  
32 grantee may elect not to accept such Lands, in which  
33 event the Closing Date shall be postponed and both  
34 parties agree to use their best efforts to find mutu-  
35 ally acceptable substitute lands for that portion of  
36 the Lands on which the timber was so destroyed. If  
37 the parties fail to find mutually acceptable substi-  
38 tute lands with ninety (90) days of such destruction,  
39 this Agreement shall terminate. For the purpose of  
40 this paragraph "substantial" shall be deemed to mean  
41 five percent (5%) of the volume of merchantable  
42 standing timber.

1 14. With respect to any leases existing on the  
2 Lands, the respective grantee of the Land shall be  
3 entitled to all benefits accruing after the Closing  
4 Date and shall assume all obligations and hold the  
5 grantor harmless from any claims and obligations  
6 arising out of the period commencing after the Clos-  
7 ing Date; and the respective grantor of the Land  
8 shall be entitled to all benefits accruing on or pri-  
9 or to the Closing Date and shall hold the grantee  
10 harmless from any claims and obligations arising out  
11 of the period commencing after the Closing Date.

12 15. At the closing on the Closing Date, the State  
13 shall deliver a separate Release and Covenant Not to  
14 Sue to each of Irving Pulp, JDIL, D'Auteuil and Van  
15 Buren, respectively, in the form set forth in Exhib-  
16 its C, D, E and F attached hereto and incorporated  
17 herein.

18 16. The parties hereto are aware that legislative  
19 authority is necessary to permit the terms hereof to  
20 be agreed to by the State and that this Agreement is  
21 therefore contingent upon the granting of such autho-  
22 rization.

23 17. Any notice with respect to this Agreement shall  
24 be deemed to be given and received with respect to  
25 personal delivery on the day delivered, with respect  
26 to telex on the day sent and with respect to regis-  
27 tered mail on the day received. Notices shall refer-  
28 ence this Agreement and shall be sent to:

29 with respect to the State,

30 Paul Stern, Esq.  
31 Assistant Attorney General  
32 State House  
33 Augusta, Maine 04333  
34 Telex:  
35 Phone: 207-289-3015

36 with respect to Irving Pulp, JDIL, D'Auteuil or  
37 Van Buren,

38 J. K. Irving, President  
39 J. D. Irving Limited

1 284 Union Street  
2 P. O. Box 5777  
3 Saint John, New Brunswick  
4 Canada E2L 4M3  
5 Telex: 014-47466 J D IRVING SNB  
6 Phone: 506-632-7777

7 An additional copy of any such notice so given shall  
8 be sent by regular mail.

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

11 IN WITNESS WHEREOF, each of the respective parties  
12 hereto has duly authorized and caused its duly  
13 authorized representative(s) to sign, seal and deliver  
14 this Agreement on its behalf as of the date and  
15 year first above written.

16 WITNESS STATE OF MAINE  
17 ..... By.....  
18 Its Commissioner of  
19 Conservation

20 WITNESS IRVING PULP & PAPER, LIMITED  
21 (formerly Saint John  
22 Sulphite, Limited)  
23 ..... By.....  
24 J. K. Irving, President

25 By.....  
26 WITNESS J. D. IRVING, LIMITED  
27 ..... By.....  
28 J. K. Irving, President  
29 By.....

30 WITNESS PRODUITS FORESTIERS  
31 D'AUTEUIL LIMITEE (formerly  
32 The D'Auteuil Lumber  
33 Company Limited)  
34 ..... By.....



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J. K. Irving, President

By.....

WITNESS

VAN BUREN-MADAWASKA  
CORPORATION

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By.....  
J. K. Irving, President

By.....

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EXHIBIT A

IRVING TO STATE

| <u>Township</u> | <u>Acres</u> |
|-----------------|--------------|
| 16 R 5 WELS     | 5,342 L      |
| 10 R 4 WELS     | 353 NE/4 U   |
| Long Pond       | 4,200 L      |
| Moose River     | 280 L        |
| Jackman         | 6,420 L      |
| 7 R 12 WELS     | 81 U         |
| TOTAL           | 16,676       |

In addition, any and all of Irving's right, title and interest in the so-called Public Lots of the State, including timber and grass rights, except for those listed in Exhibit B of this Agreement and except for the following:

| <u>Township</u> | <u>% of P. L.</u> | <u>Acres</u> |
|-----------------|-------------------|--------------|
| T20 R11 + R12   | .0294972          | 37.00        |
| T18 R10         | .0026042          | 3.00         |
| T18 R11         | .0034722          | 3.00         |
| T18 R12         | .0277778          | 20.00        |
| T17 R12         | .0636798          | 64.00        |
| T17 R13         | .0636798          | 64.00        |
| T17 R14         | .1254583          | 110.00       |

all of which were transferred from the State to J. M. Huber Corporation by deed dated November 15, 1976 recorded in the Aroostook County Registry of Deeds, Northern District in Vol. 445, page 230, Southern District in Vol. 267, page 217.

1 EXHIBIT B

2 STATE TO IRVING

| 3  | <u>Township</u> | <u>Acres</u> |
|----|-----------------|--------------|
| 4  | Big 20          | 1,250 L      |
| 5  | 19 R 11 WELS    | 1,125 L      |
| 6  | 15 R 13 WELS    | 980 L        |
| 7  | 16 R 4 WELS     | 24 L         |
| 8  | 14 R 14 WELS    | 475 E/2 L    |
| 9  |                 | 475 W/2 U    |
| 10 | 18 R 13 WELS    | 980 L        |
| 11 | 18 R 12 WELS    | 692 SW/4 L   |
| 12 |                 | 250 SE/4 U   |
| 13 | 18 R 11 WELS    | 997 L        |
| 14 | 17 R 14 WELS    | 765 U        |
| 15 | 17 R 13 WELS    | 936 U        |
| 16 | 17 R 12 WELS    | 936 U        |
| 17 | 15 R 14 WELS    | 798 L        |
| 18 | 14 R 15 WELS    | 649 L        |
| 19 | TOTAL           | 11,332       |

20 However, notwithstanding anything in this Agree-  
21 ment, the State's right, title or interest in any and  
22 all public roads or great ponds in, on or over any of  
23 the lands set forth in Exhibit B of this Agreement is  
24 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 IRVING PULP & PAPER, LIMITED (formerly Saint John Sulphite, Limited), a New Brunswick corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("Irving Pulp") and its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Irving Pulp 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 "Irving") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Irving, 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 Irving may be found to be responsible.

1 State hereby covenants not to sue Irving 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 the State has suffered or may in  
5 the future suffer allocable to Irving, 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 \_\_\_\_\_, Resolves, 1985.

23 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

24 WITNESS:

RELEASOR:

25 STATE OF MAINE

26 ..... By.....  
27 Commissioner of  
28 Conservation

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EXHIBIT D

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 J.  
11 D. IRVING, LIMITED, a New Brunswick corporation with  
12 a place of business at 284 Union Street, Saint John,  
13 New Brunswick, Canada ("JDIL") and its successors and  
14 assigns, subsidiaries and affiliates, lessees, con-  
15 tractors and all other entities with which JDIL has  
16 acted in concert or by contract (other than tenants  
17 in common and joint tenants), and the officers, em-  
18 ployees, agents and other representatives of the  
19 foregoing (all hereinafter referred to as "Irving")  
20 of and from any and all actions, causes of action,  
21 claims or demands for damages, costs, expenses, loss  
22 of services, contribution, indemnification, interest,  
23 or any other claims whatsoever under whatever theory  
24 which the State now has or which may hereafter arise  
25 or accrue to the State, relating to any and all al-  
26 leged wrongful or unauthorized use and occupancy,  
27 harvesting of wood, taking of grass, removal of sand,  
28 gravel or other resources, leasing or any other acts  
29 occurring on, or with respect to, any and all of the  
30 Public Lots in the State of Maine prior to (Closing  
31 Date), 1985 (hereinafter referred to as the "Alleged  
32 Uses").

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

42 State hereby covenants not to sue Irving or any  
43 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 Irving, 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 right 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 \_\_\_\_\_, Resolves, 1985.

21 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

22 WITNESS:

RELEASOR:

23

STATE OF MAINE

24 .....

By.....

25

Commissioner of

26

Conservation

1

EXHIBIT E

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 PRODUITS FORESTIERS D'AUTEUIL LIMITEE, (formerly the  
12 D'Auteuil Lumber Company Limited), a Canadian corpo-  
13 ration with a place of business at 284 Union Street,  
14 Saint John, New Brunswick, Canada ("D'Auteuil") and  
15 its successors and assigns, subsidiaries and affili-  
16 ates, lessees, contractors and all other entities  
17 with which D'Auteuil has acted in concert or by con-  
18 tract (other than tenants in common and joint ten-  
19 ants), and the officers, employees, agents and other  
20 representatives of the foregoing (all hereinafter re-  
21 ferred to as "Irving") of and from any and all ac-  
22 tions, causes of action, claims or demands for dam-  
23 ages, costs, expenses, loss of services, contribu-  
24 tion, indemnification, interest, or any other claims  
25 whatsoever under whatever theory which the State now  
26 has or which may hereafter arise or accrue to the  
27 State, relating to any and all alleged wrongful or  
28 unauthorized use and occupancy, harvesting of wood,  
29 taking of grass, removal of sand, gravel or other re-  
30 sources, leasing or any other acts occurring on, or  
31 with respect to, any and all of the Public Lots in  
32 the State of Maine prior to (Closing Date), 1985  
33 (hereinafter referred 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 and of the total amount of  
37 all damages for Alleged Uses which the State has suf-  
38 ferred or may in the future suffer allocable to  
39 Irving, if any. It is the intention of the State to  
40 release, discharge, satisfy and credit that fraction  
41 and percentage of all claims and damages, if any, for  
42 which Irving may be found to be responsible.



1 State hereby covenants not to sue Irving 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 the State has suffered or may in  
5 the future suffer allocable to Irving, 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 \_\_\_\_\_, Resolves, 1985.

23 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

24 WITNESS:

RELEASOR:

25

STATE OF MAINE

26 .....

By.....

27

Commissioner of

28

Conservation

1 EXHIBIT F

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 VAN  
11 BUREN-MADAWASKA CORPORATION, a Maine corporation with  
12 a place of business at Route 3, Fort Kent, Maine  
13 ("Van Buren") and its successors and assigns, subsid-  
14 iaries and affiliates, lessees, contractors and all  
15 other entities with which Van Buren has acted in con-  
16 cert or by contract (other than tenants in common and  
17 joint tenants), and the officers, employees, agents  
18 and other representatives of the foregoing (all here-  
19 inafter referred to as "Irving") of and from any and  
20 all actions, causes of action, claims or demands for  
21 damages, costs, expenses, loss of services, contribu-  
22 tion, indemnification, interest, or any other claims  
23 whatsoever under whatever theory which the State now  
24 has or which may hereafter arise or accrue to the  
25 State, relating to any and all alleged wrongful or  
26 unauthorized use and occupancy, harvesting of wood,  
27 taking of grass, removal of sand, gravel or other re-  
28 sources, leasing or any other acts occurring on, or  
29 with respect to, any and all of the Public Lots in  
30 the State of Maine prior to (Closing Date), 1985  
31 (hereinafter referred to as the "Alleged Uses").

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

41 State hereby covenants not to sue Irving or any  
42 other entity for that portion of all claims for Al-  
43 leged Uses and of the total amount of all damages for

1 Alleged Uses which the State has suffered or may in  
2 the future suffer allocable to Irving, 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. The State expressly re-  
6 serves its right 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 \_\_\_\_\_, Resolves, 1985.

20 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

21 WITNESS:

RELEASOR:

22 STATE OF MAINE

23 .....

By.....

24 Commissioner of  
25 Conservation

1

AGREEMENT

2           This Agreement is made this 29th day of April,  
3 1985, by and between the State of Maine, in its sove-  
4 reign 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 Pejepsco Paper Divi-  
11 sion of The Hearst Corporation, a Delaware corpora-  
12 tion, with a place of business in Topsham, Maine,  
13 hereinafter referred to as "Pejepsco".

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. Pejepsco agrees to convey to the State (a)  
18 all of its right, title and interest in the property  
19 described in Exhibit A attached hereto and incorpo-  
20 rated herein; and (b) the non-exclusive right to use,  
21 maintain, improve and replace the roads and bridges  
22 as they now exist or may in the future be relocated,  
23 beginning at a point on the south line of T-18 MD,  
24 145 chains east of the southwest corner of said town-  
25 ship, marked by a granite marker on the west side of  
26 Pineo Ridge Road; thence 45 chains more or less  
27 northwesterly on said road; thence 65 chains more or  
28 less westerly on said road; thence 70 chains more or  
29 less in a northerly direction on said road; thence  
30 150 chains more or less in a northerly direction on  
31 said road, to a point where said Pineo Ridge Road  
32 crosses Bog Stream.

33           2. State agrees (a) to convey to Pejepsco all  
34 of its right, title and interest in the property de-  
35 scribed in Exhibit B attached hereto and incorporated  
36 herein; and (b) to deliver to Pejepsco the separate  
37 Release and Covenant Not to Sue in the terms provided  
38 in Exhibit C attached hereto and incorporated herein.

39           3. The property described in Exhibits A and B is  
40 referred to in this Agreement as the "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 Pejepsco. In  
11 the event that the State does not enact legislation  
12 authorizing this exchange of Lands by July 1, 1985,  
13 or if Pejepsco does not finally approve such ex-  
14 change by that date, this Agreement shall terminate  
15 on that date, unless the term of this Agreement is  
16 extended by the mutual agreement of the parties.

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

23           6. During the term of this Agreement, the cut-  
24 ting of timber on the Lands may be continued in ac-  
25 cordance with good commercial forestry practice.  
26 Within sixty (60) days after the Closing Date, the  
27 grantee of the respective Lands shall be paid by the  
28 grantor or its designee at going rates for all timber  
29 cut and sand and gravel removed from the Lands on or  
30 after January 1, 1985.

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

37           8. With respect to those townships listed in Ex-  
38 hibit B, in which the State retains part of the Pub-  
39 lic Lots, which are, or may subsequently be deter-  
40 mined to be, unlocated, and concurrent with closing,  
41 the State shall agree in writing that the acreage  
42 listed in Exhibit B for conveyance to Pejepsco is to  
43 be unlocated but to lie within that part or share of

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

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

28 10. Property taxes for the current or prior tax  
29 years and excise taxes for 1985 for fire protection  
30 assessed against the Lands shall be paid by the party  
31 owning the Lands on the date of assessment.

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

38 12. Each party shall deliver full possession of  
39 its Lands to the other party at the time of closing,  
40 except for existing leases.

41 13. In the event that a substantial part of the  
42 standing timber on the entire Lands of either party

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

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

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

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

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

3           18. 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 | _____    | By: _____                 |
| 12 | _____    | Its Commissioner of       |
| 13 |          | Conservation              |
| 14 |          | PRINT OR TYPE NAME        |
| 15 |          | ASSIGNED:                 |
| 16 |          | _____                     |
| 17 |          | By: _____                 |
| 18 |          | Its Director, Bureau of   |
| 19 |          | Public Lands              |
| 20 |          | PRINT OR TYPE NAME        |
| 21 |          | ASSIGNED:                 |
| 22 |          | _____                     |
| 23 |          | PEJEPSCOT PAPER DIVISION  |
| 24 |          | OF THE HEARST CORPORATION |
| 25 | _____    | By: _____                 |
| 26 |          | Its                       |



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EXHIBIT A

PEJEPSCOT TO STATE

| <u>TRACT</u> | <u>ACRES</u> |
|--------------|--------------|
| 18MD         | 2,662        |

In addition, any and all of Pejepscot'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 excepting and reserving any State Lots, so called, being those public lots and lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

1

EXHIBIT B

2

STATE TO PEJEPSCOT

3

TRACT

ACRES

4

1. 18 MD

832

5

2. 25 MD

960

6

Total 1,792

7

EXHIBIT B CONTINUED

8

However, notwithstanding anything in this Agree-

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

10

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

11

the lands set forth in Exhibit B of this Agreement is

12

excepted 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  
11 PEJEPCOT PAPER DIVISION OF THE HEARST CORPORATION, a  
12 Delaware corporation, with a place of business in  
13 Topsham, Maine, its successors and assigns, subsidi-  
14 aries and affiliates, lessees, contractors and all  
15 other entities with which Pejepscot has acted in con-  
16 vert or by contract (other than tenants in common and  
17 joint tenants), and the officers, employees, agents  
18 and other representatives of the foregoing (all here-  
19 inafter referred to as "Pejepscot") of and from any  
20 and all actions, causes of action, claims or demands  
21 for damages, costs, expenses, loss of services, con-  
22 tribution, indemnification, interest or any other  
23 claims whatsoever under whatever theory which the  
24 State now has or which may hereafter arise or accrue  
25 to the State, relating to any and all alleged wrong-  
26 ful or unauthorized use and occupancy, harvesting of  
27 wood, taking of grass, removal of sand, gravel or  
28 other resources, leasing or any other acts occurring  
29 on, or with respect to, any and all of the Public  
30 Lots in the State of Maine prior to (Closing Date),  
31 1985 (hereinafter referred to as the "Alleged Uses").

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

42 State hereby covenants not to sue Pejepscot or  
43 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 of may  
3 in the future suffer allocable to Pejepscot, 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 \_\_\_\_\_, Resolves, 1985.

21 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

22 Witness:

RELEASOR:

23

STATE OF MAINE

24

25

\_\_\_\_\_  
Commissioner of Conservation

AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, 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 Louis O. Hilton with a place of business at Greenville, Maine, hereinafter referred to as "Hilton".

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

1. Hilton agrees to convey to the State all of his right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; except that Hilton shall except and reserve to himself, his successors and assigns, the non-exclusive right (a) to lay out, use, develop, maintain, improve and replace roads and bridges at a location determined by Hilton with consent of the State, such consent not to be unreasonably withheld, across the property described in Exhibit A to the Hilton land in the northeast corner of Sandy Bay Township; and (b) to use, maintain, improve and replace the roads and bridges on the so-called Sandy Bay Farm Road, also known as Kelly Dam Road, which runs along the property described in Exhibit A on the south and southeast side, subject to Hilton's obligation to pay or share reasonable management cost for said Sandy Bay Road for such periods as it uses said road.

2. State agrees (a) to convey to Hilton all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Hilton the separate Release and Covenant Not to Sue in the terms provided in Exhibit C attached hereto and incorporated herein.

3. The property described in Exhibits A and B is referred to in this Agreement as the "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 Hilton. In the  
11 event that the State does not enact legislation au-  
12 thORIZING this exchange of Lands by July 1, 1985, or  
13 if Hilton does not finally approve such exchange by  
14 that date, this Agreement shall terminate on that  
15 date, unless the term of this Agreement is extended  
16 by the mutual agreement of the parties.

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

23           6. During the term of this Agreement, the cut-  
24 ting of timber on the Lands may be continued in ac-  
25 cordance with good commercial forestry practice, upon  
26 prior approval from the respective grantee. Within  
27 sixty (60) days after the Closing Date, the grantee  
28 of the respective Lands shall be paid by the grantor  
29 or its designee at going rates for all timber cut and  
30 sand and gravel removed from the Lands on or after  
31 January 1, 1985.

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. With respect to those townships listed in Ex-  
39 hibit B, in which the State retains part of the Pub-  
40 lic Lots, which are, or may subsequently be deter-  
41 mined to be, unlocated, and concurrent with closing,  
42 the State shall agree in writing that the acreage  
43 listed in Exhibit B for conveyance to Hilton is to be

1 unlocated but to lie within that part or share of the  
2 township owned by Hilton on the Closing Date immedi-  
3 ately after Closing; and that the State will not lo-  
4 cate or partition, propose for location or partition,  
5 or agree to the location or partition of, any addi-  
6 tional Public Lot acreage in that part or share of  
7 the respective township owned by Hilton on the Clos-  
8 ing Date immediately after Closing. If it is deter-  
9 mined that there is any such unlocated public lot  
10 acreage, each party agrees to use its best efforts to  
11 obtain a written agreement executed by all proprie-  
12 tors of the respective township, pursuant to M.R.S.A.  
13 Title 30, §4151, that such remaining Public Lot acre-  
14 age shall not be located within that part or share of  
15 the township owned by Hilton.

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

30 10. Property taxes for the current or prior tax  
31 years and excise taxes for 1985 for fire protection  
32 assessed against the Lands shall be paid by the party  
33 owning the Lands on the date of assessment.

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

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

1           13. 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           14. With respect to any leases existing on the  
17 Lands to be conveyed by either party, the parties  
18 agree that as of the Closing Date the respective  
19 grantee shall be entitled to all benefits of Lands  
20 received after the Closing Date and shall assume all  
21 obligations and hold the grantor harmless from any  
22 claims and obligations arising after the Closing  
23 Date; and the respective grantor shall be entitled to  
24 all benefits of Lands conveyed prior to the Closing  
25 Date and shall hold the grantee harmless from any  
26 claims and obligations arising prior to the Closing  
27 Date.

28           15. 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           16. 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 Hilton is also necessary; and that this  
41 Agreement is therefore contingent upon the granting  
42 of such authorizations. Upon the granting of such au-  
43 thorizations, each party warrants to the other party  
44 that he has authority to execute this Agreement and  
45 to carry out the transactions provided herein.



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

3 18. 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 \_\_\_\_\_

By: \_\_\_\_\_

12

Its Commissioner of  
Conservation

13

14

PRINT OR TYPE NAME AS  
SIGNED

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\_\_\_\_\_

17 \_\_\_\_\_

By: \_\_\_\_\_  
Its Director, Bureau  
of Public Lands

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PRINT OR TYPE NAME AS  
SIGNED

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\_\_\_\_\_

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Louis O. Hilton

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EXHIBIT A

HILTON TO STATE

TRACT

ACRES

Parcel in Sandy Bay Township identified in Exhibit A-1, including Sandy Bay Farm Road, also known as Kelly Dam Road, which runs along the property described in Exhibit A-1 on the south and south-east side. 2,700

In addition, any and all of Hilton's right, title and interest in the Public Lots of the State, including timber and grass rights, except those listed in Exhibit B. hereto; and excepting and reserving any State Lots, so called, being those public lots and lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

1 EXHIBIT B

2 STATE TO HILTON

| 3 | <u>TRACT</u>                  | <u>ACRES</u> |
|---|-------------------------------|--------------|
| 4 | 4R3 NBKP                      | 1,000        |
| 5 | 5R3 NBKP (Sandy Bay Township) | 960          |

6 However, notwithstanding anything in this Agreement,  
7 the State's right, title or interest in any and all  
8 public roads or great ponds in, on or over any of the  
9 lands set forth in Exhibit B of this Agreement is ex-  
10 cepted 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 Louis O. Hilton with a place of business at Greenville, Maine, his successors and assigns, affiliates, lessees, contractors and all other entities with which Louis O. Hilton 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 "Hilton") 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), 1985 (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 Hilton, 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 Hilton may be found to be responsible.

State hereby covenants not to sue Hilton or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for

1 Alleged Uses which the State has suffered or may in  
2 the future suffer allocable to Hilton, 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. The State expressly re-  
6 serves 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 caré-  
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 \_\_\_\_\_, Resolves, 1985.

20 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

21 WITNESS:

RELEASOR:

22

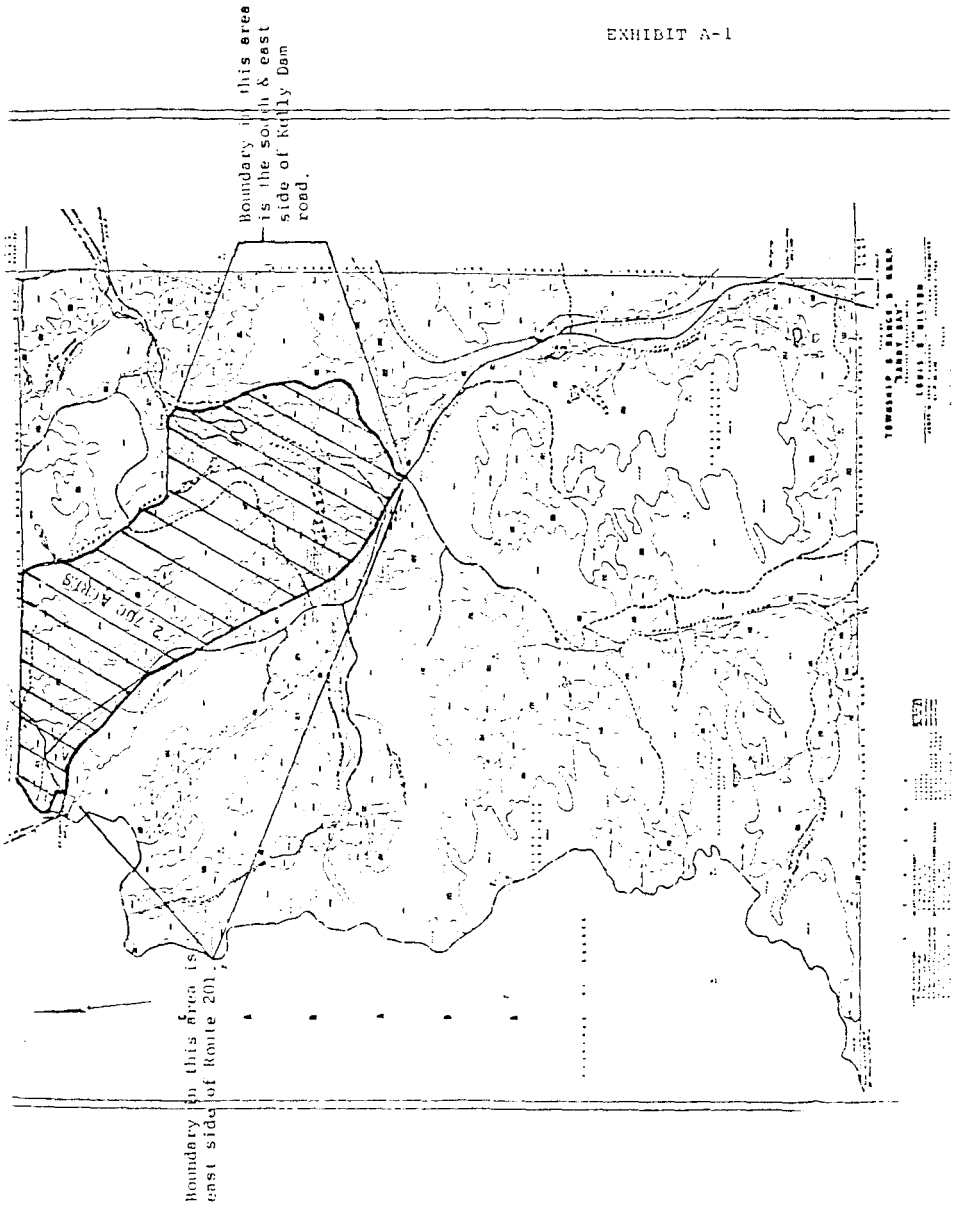
STATE OF MAINE

23

By: \_\_\_\_\_

24

Commissioner of Conservation



1    AGREEMENT

2                This Agreement by and between the State of Maine,  
3                acting through its Commissioner of Conservation and  
4                its Director of the Bureau of Public Lands, hereinaf-  
5                ter sometimes referred to as "the State," and  
6                Megantic Manufacturing Company, Inc., a Canadian cor-  
7                poration with a place of business in Lac-Megantic,  
8                Quebec, Canada, hereinafter referred to as  
9                "Megantic."

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

13              1. That the State of Maine shall convey to  
14              Megantic, all of the State's right, title and inter-  
15              est in and to three hundred and eighty-seven (387)  
16              acres, more or less, undivided and in common in and  
17              to Township 1, Range 9 WBKP (Gorham Gore), being the  
18              unlocated public lot therein; and five hundred (500)  
19              acres, more or less, undivided and in common in and  
20              to Township 2, Range 8 WBKP (Beattie Township), being  
21              the unlocated public lot in said township (hereinaf-  
22              ter sometimes referred to as "Lands"). Excepting,  
23              however, the State's right, title or interest in any  
24              and all public roads or great ponds in, on or over  
25              said townships is excepted and reserved to the State.

26              2. That the price therefor shall be the sum of  
27              one hundred and fifty thousand seven hundred and  
28              ninety dollars (\$150,790.00), which Megantic hereby  
29              covenants and agrees to pay to the State, as follows:

30                   (a) Fifty thousand seven hundred and ninety dol-  
31                   lars (\$50,790.00) at the time of closing;

32                   (b) Fifty thousand dollars (\$50,000.00) on or  
33                   before one year from the date of closing; and

34                   (c) Fifty thousand dollars (\$50,000.00) on or  
35                   before two years from the date of closing.

36              Megantic hereby covenants and agrees to pay to the  
37              State interest on the outstanding balance of the pur-  
38              chase price, from the date of closing, at a rate  
39              equal to the Casco Northern Bank, N.A. prime rate.

1 Said rate shall "float" with the Casco Northern rate  
2 and shall be adjusted to the nearest 1/8% every four  
3 months. Megantic may prepay the balance due without  
4 penalty.

5 3. That Megantic shall also pay to the State at  
6 closing the sum of thirteen thousand seven hundred  
7 and one dollars and twenty-eight cents (\$13,701.28),  
8 said sum being a settlement of all claims that the  
9 State of Maine may have against Megantic or  
10 Megantic's lessees, contractors, agents, employees  
11 and all other entities with which Megantic has acted  
12 in concert or by contract, with the officers, employ-  
13 ers, agents and other representatives of the forego-  
14 ing, relating to any and all alleged wrongful or un-  
15 authorized use and occupancy, harvesting of wood,  
16 taking of grass, removal of gravel or other re-  
17 sources, leasing or any other acts occurring on, or  
18 with respect to, any and all of the public lots in  
19 the State of Maine. The State shall also deliver to  
20 Megantic at closing a Release and Covenant Not to Sue  
21 in the form set forth in Exhibit A attached hereto.

22 4. That if Megantic shall first make the pay-  
23 ments set forth in Paragraphs 2 and 3 above, and  
24 keep, observe and perform the covenants herein, the  
25 State covenants and agrees to convey to Megantic all  
26 the State's right, title or interest in and to the  
27 land described in Paragraph 1 above, by good and suf-  
28 ficient quitclaim deed. Should Megantic fail, neglect  
29 or refuse to carry out its obligations under this  
30 Agreement, the State shall be entitled to retain, as  
31 liquidated damages, one-half of all sums which it has  
32 received pursuant to Paragraph 2 of this Agreement.

33 5. That the State shall refrain and desist from  
34 all activities and negotiations with other parties to  
35 sell, exchange or partition the property which is the  
36 subject of this Agreement.

37 6. That the State shall not engage in any activ-  
38 ity or execute any instrument which would result in  
39 any further lease, right-of-way, easement, lien or  
40 encumbrance relating to the Property which is the  
41 subject of this Agreement, without the express writ-  
42 ten consent of Megantic.



1           7. That, at the closing, Megantic shall for it-  
2 self and its successors and assigns, agree and con-  
3 firm that it has no actions, causes of action, claims  
4 or demands for damages, costs, expenses, contribu-  
5 tions, indemnification, interest or any other claims  
6 whatsoever under any theory against the State of  
7 Maine, or its employees, agents, officials, agencies  
8 or officers, in any way arising out of or connected  
9 with any public lots in the State of Maine or any  
10 transactions relating to such public lots prior to  
11 the date of closing.

12           8. That, at the closing, Megantic shall release  
13 to the State any and all right, title and interest it  
14 may have in the public lots of the State, including  
15 timber and grass rights, except those specified in  
16 Paragraph 1 of this Agreement.

17           9. That, until the State conveys its right, ti-  
18 tle and interest to Megantic as provided in Paragraph  
19 4 of this Agreement, the cutting of timber shall be  
20 limited so that the value of the timber which is cut  
21 in Gorham Gore and Beattie Township and which is al-  
22 locable to the State's fractional interest in Gorham  
23 Gore and Beattie Township shall not exceed sums actu-  
24 ally received by the State under Paragraph 2 of this  
25 Agreement. In any event, no cutting may occur without  
26 the prior written approval of the Director of the Bu-  
27 reau of Public Lands, which approval shall not be un-  
28 reasonably withheld.

29           10. That the term of this Agreement shall be  
30 from the date of the last required signature on this  
31 Agreement until the date of closing, which date of  
32 closing shall be within sixty (60) days following the  
33 effective date of legislation authorizing the con-  
34 veyance of the Property upon the terms contained in  
35 this Agreement. The covenants and agreements set  
36 forth in Paragraph 2, 4 and 9 of this Agreement shall  
37 survive the closing and shall continue in full force  
38 and effect.

39           11. That the State shall make available to  
40 Megantic, at the time of closing, such studies, in-  
41 ventories, timber cruises, cutting records, photo-  
42 graphs, maps and leases that may be of assistance to  
43 Megantic in the assumption of ownership of the Prop-

1 erty.

2 12. Megantic shall be responsible, at its own  
3 expense, for such title examination as Megantic  
4 wishes to conduct. In the event of title objections,  
5 Megantic shall give written notice thereof, and the  
6 State shall use its best efforts to remove or resolve  
7 the objections within a reasonable period of time.

8 13. That Megantic shall pay all taxes assessed  
9 against the Lands, including all excise taxes and as-  
10 sements.

11 14. That rental payments due on all leases, min-  
12 eral leases or mineral exploration permits shall be  
13 prorated as of the date Megantic makes its final pay-  
14 ment and the State conveys the Lands set forth in  
15 Paragraph 1. With respect to permits for removal of  
16 timber or gravel, the State shall have the right to  
17 the payment of all timber severed or gravel removed  
18 from its Land prior to the date of closing. If either  
19 party received payment of any such amounts which,  
20 pursuant to the preceding provisions, are due the  
21 other party, the party receiving any amounts shall  
22 promptly remit them to the other.

23 15. That the State shall deliver full possession  
24 of its property to Megantic at the time of closing.

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

33 17. That this Agreement and the rights thereun-  
34 der are fully assignable by Megantic at its option.

35 18. That all amendments to this Agreement shall  
36 be in writing and shall be executed by the parties  
37 hereto.

38 19. That if difficulties arise in accomplishing  
39 the undertakings contained herein, the parties hereto

1 agree to use their best efforts to resolve them.

2 IN WITNESS WHEREOF, the parties hereto have set  
3 their hands and seals as of the dates and year below  
4 written.

5 DATE: \_\_\_\_\_

6 WITNESS:

STATE OF MAINE

7 \_\_\_\_\_

By: \_\_\_\_\_  
Its Commissioner of  
Conservation

10 PRINT OR TYPE NAME AS  
11 SIGNED:

12 \_\_\_\_\_

13 DATE: \_\_\_\_\_

14 WITNESS:

STATE OF MAINE

15 \_\_\_\_\_

By: \_\_\_\_\_  
Its Director, Bureau  
of Public Lands

18 PRINT OR TYPE NAME AS  
19 SIGNED:

20 \_\_\_\_\_

21 DATE: January 23rd, 1985

22 WITNESS:

MEGANTIC MANUFACTURING  
COMPANY, INC.

24 \_\_\_\_\_

By: \_\_\_\_\_  
Its President

25 JEAN CLICHE,  
26 Vice-President -  
27 General Manager

PRINT OR TYPE NAME AS  
SIGNED:

28 PAUL E. CLICHE

1

RELEASE AND COVENANT NOT TO SUE

2 For good and valuable consideration, the receipt  
3 of which is hereby acknowledged, the undersigned  
4 STATE OF MAINE, in its sovereign capacity, in its  
5 sovereign capacity as trustee of the public lands of  
6 the State of Maine and in its sovereign capacity on  
7 behalf of all municipalities and other political sub-  
8 divisions of the State of Maine (hereinafter referred  
9 to as "the State") releases, acquits and forever dis-  
10 charges MEGANTIC MANUFACTURING COMPANY, INC., a Cana-  
11 dian corporation, with a place of business in  
12 \_\_\_\_\_, \_\_\_\_\_, its successors and assigns,  
13 subsidiaries and affiliates, tenants in common, les-  
14 sees, contractors, and all other entities with which  
15 they have acted in concert or by contract (other than  
16 tenants in common and joint tenants) and the offi-  
17 cers, employees, agents and other representatives of  
18 the foregoing (all hereinafter referred to as  
19 "Megantic") of and from any and all actions, causes  
20 of action, claims or demands for damages, costs ex-  
21 penses, loss of services, contribution, indemnifica-  
22 tion, interest, or any other claim whatsoever under  
23 whatever theory which the State now has or which may  
24 hereafter accrue to the State, relating to any and  
25 all alleged wrongful or unauthorized use and occupan-  
26 cy, harvesting of wood, taking of grass, removal of  
27 gravel, sand or other resources, leasing or any other  
28 acts occurring on, or with respect to, any and all of  
29 the public lots in the State of Maine prior to (Clos-  
30 ing Date), 1984 (hereinafter referred to as the "Al-  
31 leged Uses").

32 For such consideration, the State hereby re-  
33 leases, acquits, discharges, satisfies and credits  
34 that portion of all claims for Alleged Uses and of  
35 the total amount of all damages for Alleged Uses  
36 which the State has suffered and will suffer alloca-  
37 ble to Megantic, if any. It is the intention of the  
38 State to release, discharge, satisfy and credit that  
39 fraction and percentage of all claims and damages, if  
40 any, for which Megantic may be found to be responsi-  
41 ble.

42 State hereby covenants not to sue Megantic or any  
43 other entity for that portion of all claims for Al-  
44 leged Uses and of the total amount of all damages for

1 Alleged Uses which the State has suffered or may in  
2 the future suffer allocable to Megantic, 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. The State expressly re-  
6 serves its right 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 Resolves  
19 1985, c. \_\_\_\_\_.

20 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

21 WITNESS: STATE OF MAINE  
22 \_\_\_\_\_ By: \_\_\_\_\_  
23 Its Commissioner of  
24 Conservation  
25 Richard B. Anderson  
26 Typed Name

1 JAMES E. TIERNEY  
2 ATTORNEY GENERAL

3 STATE OF MAINE  
4 DEPARTMENT OF THE ATTORNEY GENERAL  
5 STATE HOUSE STATION 6  
6 AUGUSTA, MAINE 04333

7 January 21, 1985

8 William L. Plouffe, Esq.  
9 Drummond, Woodsum, Plimpton & MacMahon  
10 900 Maine Savings Plaza  
11 Portland, Maine 04101

12 Re: State - Megantic Agreement

13 Dear Bill:

14 It is our understanding that the Agreement be-  
15 tween the State of Maine and Megantic Manufacturing  
16 Company, Inc., which contemplates the conveyance to  
17 Megantic of public lot acreage in Gorham Gore and  
18 Beattie Township, requires Megantic to pay to the  
19 State the stumpage value of timber harvested allocable  
20 to the public lots in those townships, over and  
21 above the 50% liquidated damage figure set forth in  
22 paragraph 4 of the Agreement, should Megantic fail,  
23 neglect or refuse to carry out its obligations under  
24 the Agreement. If Megantic's understanding is the  
25 same as ours, I would appreciate your signing this  
26 letter, below, on their behalf.

1 Thank you for your consideration.

2 Sincerely,

3 PAUL STERN  
4 Assistant Attorney General

5  
6 WILLIAM L. PLOUFFE, ESQ.  
7 On Behalf of Megantic  
8 Manufacturing Company, Inc.

9 PS:mg

1

AGREEMENT

2           This Agreement is made this \_\_\_\_\_ day of  
3 \_\_\_\_\_, 1985, by and between the State of Maine,  
4 in its sovereign capacity, in its sovereign capacity  
5 as trustee of the public lands of the State of Maine,  
6 and its sovereign capacity on behalf of all municipi-  
7 palities and other subdivisions of the State of  
8 Maine, acting through its Commissioner of Conserva-  
9 tion and its Director of Bureau of Public Lands  
10 (hereinafter sometimes referred to as "the State"),  
11 and Lincoln Land & Timber Co., Inc., a Delaware cor-  
12 poration with a place of business in Springfield,  
13 Hampden County, Massachusetts (hereinafter referred  
14 to as "Lincoln").

15           For good and valuable consideration extended by  
16 each party to the other, the parties hereto agree and  
17 covenant as follows:

18           1. That Lincoln agrees to pay to the State, by  
19 certified check delivered on the day of closing, the  
20 sum of two thousand one hundred and forty-nine dol-  
21 lars and thirty cents (\$2,149.30).

22           2. That Lincoln agrees to deed to the State any  
23 and all right, title and interest it may have in the  
24 public lots of the State, including timber and grass  
25 rights; excepting and reserving any State lots, so-  
26 called, being those public lots of lands for the fu-  
27 ture appropriation of the Legislature, earlier con-  
28 veyed by the State Land Agent; and excepting and re-  
29 serving those lands described in paragraph 5 of this  
30 Agreement.

31           3. That Lincoln, for itself and its successors  
32 and assigns, shall agree and confirm that it has no  
33 actions, causes of action, claims or demands for dam-  
34 ages, costs, expenses, contribution, indemnification,  
35 interest or other claims whatsoever under any theory  
36 against the State of Maine, or its employees, agents,  
37 officials, agencies or offices in any way arising out  
38 of or connected with any public lots in the State of  
39 Maine or any transaction relating to such public lots  
40 prior to the date of closing, except claims relating  
41 to the boundary of a located public lot.



1           That Lincoln agrees to convey all of its right,  
2 title and interest in a parcel of land in the Town of  
3 Greenfield, in Penobscot County, State of Maine consist-  
4 ing of one thousand and fifty (1,050) acres, more  
5 or less, bounded and described as follows: consisting  
6 in width of Lot Nos. 11 and 12 according to Herrick's  
7 1834 Plan, and extending northward from the south  
8 line of the Town of Greenfield to the point where the  
9 northerly line of the said parcel drawn parallel to  
10 the south line encompasses an area of one thousand  
11 and fifty (1,050) acres, more or less, said parcel  
12 being a portion of the Greenfield-Adams tract.

13           5. That the State agrees to convey all of its  
14 right, title and interest in a parcel of land in the  
15 Town of Greenfield, in Penobscot County, State of  
16 Maine, consisting of four hundred and seventy-seven  
17 (477) acres, more or less, and described as follows:  
18 consisting in width of Lot Nos. 11 and 12 according  
19 to Herrick's 1834 Plan; the southerly line of said  
20 parcel being the northerly line of the parcel to be  
21 conveyed to the State described above; and extending  
22 from said southerly line northward to the point where  
23 the northerly line of said parcel drawn parallel to  
24 the southerly line of said parcel encompasses an area  
25 four hundred and seventy-seven (477) acres, more or  
26 less, said parcel being a portion of the  
27 Greenfield-Adams tract.

28           6. The State shall execute and deliver to Lin-  
29 coln the Release and Covenant Not to Sue in the form  
30 set forth in Exhibit A hereto.

31           7. That each party hereto shall refrain and de-  
32 sist from all activities and negotiations with other  
33 parties to sell, exchange or partition the lands it  
34 agrees to convey herein.

35           8. That the parties shall not engage in any ac-  
36 tivity or execute any instrument that would result in  
37 any further lease, right of way, easement, lien, or  
38 encumbrance relating to the lands which are the sub-  
39 ject of this Agreement, without the express, written  
40 consent of both parties.

41           9. That each party shall terminate the cutting  
42 of timber on and the taking of gravel from the lands

1 it agrees to convey herein during the term of this  
2 Agreement unless otherwise mutually agreed.

3 10. That all conveyances contemplated by this  
4 Agreement shall be made by quit-claim deed, in a form  
5 satisfactory to the grantee, and shall convey the  
6 lands or interest therein free and clean of all liens  
7 and encumbrances, except (a) those liens or encum-  
8 brances created since the date of this Agreement  
9 which are acceptable to the respective grantees; and  
10 (b) those encumbrances normally incident to lands of  
11 the type being conveyed and which do not materially  
12 interfere with the intended use of the lands. The  
13 deed shall convey or assign, as appropriate, any and  
14 all rights of way, easements, harvesting or extrac-  
15 tion permits, and the grantor's interest in any  
16 leases, mineral leases, or mineral exploration per-  
17 mits.

18 11. That the term of this Agreement shall be  
19 from the date and year first above written until the  
20 date of closing, which date of closing shall be with-  
21 in sixty (60) days following the last to occur of (a)  
22 the effective date of legislation authorizing the ex-  
23 change of lands upon the terms contained in this  
24 Agreement, and (b) the effective date of final ap-  
25 proval of the terms of this Agreement by Lincoln. In  
26 the event that the first session of the Legislature  
27 does not approve legislation authorizing the exchange  
28 of lands by July 1, 1985, this Agreement shall termi-  
29 nate on the date of adjournment of the legislative  
30 session, unless the term of this Agreement is other-  
31 wise extended by the mutual agreement of the parties.

32 12. That each party shall make available to the  
33 other, at the time of closing, such studies, invento-  
34 ries, timber cruises, cutting records, photographs,  
35 maps and leases that may be of assistance to the oth-  
36 er in the assumption of ownership following the ex-  
37 change of lands.

38 13. That each party shall be responsible at its  
39 own expense, for such title examination as that party  
40 wishes to conduct. In the event of title objections,  
41 the objecting party shall give written notice there-  
42 of, and the other party shall use its best efforts to  
43 remove or resolve the objections within a reasonable

1 period of time.

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

6 15. That rental payments due on all leases, min-  
7 eral leases or mineral exploration permits shall be  
8 prorated as of the date of closing. With respect to  
9 permits for removal of timber or gravel, the parties  
10 shall have the right according to their respective  
11 interests to the payment for timber severed or gravel  
12 removed from the lands prior to April 1, 1985, and  
13 the grantee shall be entitled to regain all such pay-  
14 ments for timber severed or gravel removed on or af-  
15 ter April 1, 1985. If either party receives payment  
16 of any amounts which, pursuant to the preceding sen-  
17 tence, are due the other party, the party receiving  
18 any such amounts shall promptly remit them to the  
19 other.

20 16. That each party shall deliver full posses-  
21 sion of its property to the other party at the time  
22 of closing.

23 17. That in the event that a substantial part of  
24 the standing timber on one or more tracts is de-  
25 stroyed by fire, wind or other casualty before clos-  
26 ing, the grantee may elect not to accept such tract  
27 or tracts in exchange, in which event both parties  
28 shall use their best efforts to find a mutually ac-  
29 ceptable substitute tract or tracts. For the purpose  
30 of this paragraph "substantial" shall be deemed to  
31 mean five percent (5%) of the volume of merchantable  
32 standing timber on a tract.

33 18. That the respective deeds contemplated by  
34 this Agreement shall include a reservation to the  
35 grantor, and its successors and assigns, of the  
36 non-exclusive right to cross and recross the conveyed  
37 lands for access to the land the grantor is to be  
38 conveyed pursuant to this Agreement for all purposes.

39 19. 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; the fi-

1       nal approval of Lincoln is also necessary; and that  
2       this Agreement is, therefore, made contingent upon  
3       the granting of such authorizations. The parties  
4       hereto will use their best efforts to draft, submit,  
5       and seek favorable passage of legislation authorizing  
6       the exchange of lands contemplated by this Agreement.  
7       The legislation shall include a release and covenant  
8       not to sue, of any and all claims, arising before  
9       closing against Lincoln, arising out of any and all  
10      alleged wrongful cutting or other acts occurring on  
11      any of the public lots in the State of Maine.

12           20. That all amendments to this Agreement shall  
13      be in writing and shall be executed by the parties  
14      hereto.

15           21. Either party may cancel this Agreement, or  
16      extend the closing date, at any time before the deeds  
17      are delivered by giving written notice to the other  
18      party.

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

22      WITNESS

STATE OF MAINE

23      \_\_\_\_\_  
24  
25

\_\_\_\_\_  
Its Commissioner of  
Conservation

26  
27

PRINT OR TYPE NAME AS  
SIGNED

28

Richard Anderson

29      \_\_\_\_\_  
30  
31

\_\_\_\_\_  
Its Director, Bureau of  
Public Lands

32  
33

PRINT OR TYPE NAME AS  
SIGNED

34

Robert Gardiner

35

LINCOLN LAND & TIMBER

1  
2  
3  
4  
5  
6

Co., INC.

---

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Its

PRINT OR TYPE NAME AS  
SIGNED

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EXHIBIT A

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 subdivisions of the State of Maine (hereinafter referred to as "the State") releases, acquits and forever discharges LINCOLN LAND & TIMBER CO., INC., its successors and assigns, subsidiaries and affiliates, lessees, contractors, and all other entities with which Lincoln Land & Timber Co., Inc. 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 "Lincoln") 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 claim 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 gravel, sand 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), 1985 (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 and will suffer allocable to Lincoln, 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 Lincoln may be found to be responsible.

State hereby covenants not to sue Lincoln or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for

1 Alleged Uses which the State has suffered or may in  
2 the future suffer allocable to Lincoln, 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. The State expressly waives  
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 they have  
16 carefully read the foregoing Release and know the  
17 contents thereof and executes the same, pursuant to  
18 the authority granted to them by Resolves 1985, c.  
19 \_\_\_\_\_.

20 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

21 WITNESS: STATE OF MAINE

22 \_\_\_\_\_ By: \_\_\_\_\_  
23 Its Commissioner of  
24 Conservation

25 \_\_\_\_\_  
26 Typed Name

1

AGREEMENT

2           This Agreement is made this 14th day of March,  
3 1985, 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 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 Estate of James M.  
11 Pierce, formerly of Houlton, Maine, hereinafter re-  
12 ferred to as "Pierce".

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

16           1. The State of Maine agrees to convey to Pierce  
17 all of the State's right, title and interest in and  
18 to two hundred and six (206) acres, more or less, in  
19 Township A, Range 2 WELS, in Aroostook County, State  
20 of Maine, being the located public lot therein; ex-  
21 cepting however, that the State's right, title or in-  
22 terest in any and all public roads and great ponds  
23 in, on or over said township is excepted and reserved  
24 to the State of Maine.

25           2. The State also agrees to deliver to Pierce at  
26 closing a Release and Covenant Not to Sue in the form  
27 set forth in Exhibit A attached hereto and incorpo-  
28 rated herein.

29           3. Pierce agrees to pay to the State, by certi-  
30 fied check, the sum of fifty-five thousand dollars  
31 (\$55,000.00), on the day of closing.

32           4. The State agrees to refrain and desist from  
33 all activities and negotiations with other parties to  
34 sell, exchange or partition the property which is the  
35 subject of this Agreement.

36           5. The State agrees not to engage in any activi-  
37 ty or execute any instrument which would result in  
38 any further lease, right-of-way, easement, lien or  
39 encumbrance relating to the property which is the  
40 subject of this Agreement, without the express writ-



1 ten consent of Pierce.

2 6. At the closing, Pierce, for the Estate and  
3 the successors and assigns of Pierce, shall agree and  
4 confirm that they have no actions, causes of action,  
5 claims or demands for damages, costs, expenses, con-  
6 tribution, indemnification, interest or any other  
7 claims whatsoever under any theory against the State  
8 of Maine, or its employees, agents, officials, agen-  
9 cies or officers, in any way arising out of or con-  
10 nected with any public lots in the State of Maine or  
11 any transactions relating to such public lots prior  
12 to the date of closing.

13 7. At the closing, Pierce agrees to release to  
14 the State any and all right, title and interest  
15 Pierce may have in the public lots of the State, in-  
16 cluding timber and grass rights, except those speci-  
17 fied in Paragraph 1 of this Agreement.

18 8. The term of this Agreement shall be from the  
19 date and year first above written until the date of  
20 closing, which date of closing shall be within sixty  
21 (60) days following the effective date of legislation  
22 authorizing the conveyance of the property upon the  
23 terms contained in this Agreement.

24 9. The State agrees to make available to Pierce,  
25 at the time of closing, such studies, inventories,  
26 timber cruises, cutting records, photographs, maps  
27 and leases that may be of assistance to Pierce in the  
28 assumption of ownership of the property.

29 10. Pierce agrees to be responsible, at Pierce's  
30 own expense, for such title examination as Pierce  
31 wishes to conduct. In the event of title objections,  
32 Pierce shall give written notice thereof, and the  
33 State shall use its best efforts to remove or resolve  
34 the objections within a reasonable period of time.

35 11. The State agrees that rental payments due on  
36 all leases, mineral leases or mineral exploration  
37 permits shall be prorated as of the closing date.  
38 With respect to permits for removal of timber or  
39 gravel, the State shall have the right to the payment  
40 of all timber severed or gravel removed from its Land  
41 prior to the closing date. If either party received

1 payment of any such amounts which, pursuant to the  
2 preceding provisions, are due the other party, the  
3 party receiving any such amounts shall promptly remit  
4 them to the other.

5 12. The State agrees to deliver full possession  
6 of its property to Pierce at the time of closing.

7 13. In the event that a substantial part of the  
8 standing timber on the State property to be conveyed  
9 hereunder is destroyed by fire, wind or other casual-  
10 ty (not including budworm damage) before the closing  
11 date, Pierce may elect not to accept such property,  
12 in which event closing shall be postponed and both  
13 parties agree to use their best efforts to find mutu-  
14 ally acceptable substitute lands for that portion of  
15 the property on which the timber was so destroyed. If  
16 the parties fail to find mutually acceptable substi-  
17 tute land within ninety (90) days of such destruc-  
18 tion, this Agreement shall terminate. For the purpose  
19 of this paragraph "substantial" shall be deemed to  
20 mean five percent (5%) of the volume of merchantable  
21 standing timber.

22 14. The parties hereto are aware that legisla-  
23 tive authority is necessary to permit the terms here-  
24 of to be performed by the State of Maine, and that  
25 this Agreement is, therefore, made contingent upon  
26 the granting of such authority. The parties hereto  
27 will use their best efforts to draft, submit and seek  
28 favorable passage of legislation authorizing the  
29 transfer of land contemplated by this Agreement.

30 15. All amendments to this Agreement shall be in  
31 writing and shall be executed by the parties hereto.

32 16. If difficulties arise in accomplishing the  
33 undertakings contained herein, the parties hereto  
34 agree to use their best efforts to resolve them.

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

38 WITNESS:

STATE OF MAINE

39 \_\_\_\_\_

By: \_\_\_\_\_

1 Its Commissioner of  
2 Conservation

3 PRINT OR TYPE NAME AS  
4 SIGNED:

5 Richard B. Anderson

6 \_\_\_\_\_  
7 By: \_\_\_\_\_  
8 Its Director, Bureau of  
Public Lands

9 PRINT OR TYPE NAME AS  
10 SIGNED:

11 Robert H. Gardiner, Jr.

12 ESTATE OF  
13 JAMES M. PIERCE

14 \_\_\_\_\_  
15 By: \_\_\_\_\_  
16 JOTHAM D. PIERCE  
Personal Representative

17 PRINT OR TYPE NAME AS  
18 SIGNED:

19 JOTHAM D. PIERCE

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SECTION II  
AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, 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 James River Corporation of Virginia, a Virginia corporation with a place of business in Berlin, New Hampshire, hereinafter referred to as "James River."

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

1. James River agrees to convey to the State (a) all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; except that James River excepts and reserves to itself, its successors and assigns, the non-exclusive right to use, maintain, improve and replace, over said property, the existing road from Rt. 16 near West Richardson Pond to Upper Dam; and (b) the non-exclusive right, for the purposes of woodlands management and wood removal, to use, maintain, improve and replace that portion of the West Richardson Pond Road (and the bridges thereto), located in Lincoln Plantation, which extends from the west into Lincoln Plantation and then north and east into Adamstown, as they now exist or may in the future be relocated, reserving however to James River, its successors and assigns, similar rights in said roads and bridges; and (C) the non-exclusive right, for all purposes, to use, maintain, improve and replace the existing roads and bridges located in Twp. C leading from South Arm north to T 4, R 1 WBKP, as they now exist or may in the future be relocated, reserving, however, to James River, its successors and assigns, similar rights in said roads and bridges.

James River excepts and reserves to itself, its

1 successors and assigns, from the foregoing convey-  
2 ances, all water and flowage rights of James River,  
3 its subsidiaries and affiliates; including without  
4 limitation, such rights as were conveyed by David  
5 Pingree et al to Benjamin E. Bates et al by deed  
6 dated November 5, 1877, recorded in the Oxford County  
7 Registry of Deeds, Volume 181, Page 438; and by David  
8 Pingree, et al., to Union Water Power Company by deed  
9 dated December 10, 1884, recorded in said Registry in  
10 Volume 208, Page 219, and deed dated February 10,  
11 1884, recorded in said Registry in Volume 208, Page  
12 238.

13 Without prejudice or implication as to any of  
14 James River's rights under this Agreement as other-  
15 wise, James River reserves the right to withhold the  
16 delivery of its deeds of the Lands listed in Exhibit  
17 A of this Agreement until the deeds referred to in  
18 Paragraph 9 of this Agreement have been recorded in  
19 the appropriate Registry of Deeds.

20 2. State agrees (a) to convey to James River,  
21 its successors and assigns, all of its right, title  
22 and interest in the property described in Exhibit B  
23 attached hereto and incorporated herein; except that  
24 the State shall except and reserve to itself, its  
25 successors and assigns, the non-exclusive right to  
26 use, maintain, improve and replace the Kennebago Riv-  
27 er Road (and the bridges thereto), from the south  
28 line of the public lot from Route 16 to the north  
29 line of the public lot, and the Cut-off Road so-  
30 called from Route 16 to the north line of the public  
31 lot, as they now exist or may in the future be relo-  
32 cated; granting however to James River, and its suc-  
33 cessors and assigns, similar rights in said roads and  
34 bridges; (b) to convey to James River, its successor  
35 and assigns, the non-exclusive right to use, main-  
36 tain, improve, and replace the existing road from Rt.  
37 16 near West Richardson Pond to Upper Dam across the  
38 Town of Adamstown; (c) to convey to James River, its  
39 successors and assigns, the non-exclusive right to  
40 use, maintain, improve, and replace, the West  
41 Richardson Pond Road from Route 16 across Adamstown  
42 to Lincoln Plantation; and (d) to deliver to James  
43 River the separate Release and Covenant Not to Sue in  
44 the terms provided in Exhibit C attached hereto and  
45 incorporated herein.

1           3. In those instances in the preceding provi-  
2 sions of paragraphs 1 and 2 of this Agreement, where  
3 rights to maintain, improve or replace roads and  
4 bridges are granted or reserved, such rights shall be  
5 implemented by the mutual agreement of the parties,  
6 which agreement is not to be unreasonably withheld.

7           4. Lands described in Exhibit A and B are re-  
8 ferred to in this Agreement as the "Lands".

9           5. The term of this Agreement shall commence on  
10 the day after the date of this Agreement and continue  
11 until and including the date and time on which the  
12 documents of conveyance are exchanged, hereinafter  
13 referred to as the "Closing Date," which shall be  
14 within sixty (60) days following the last to occur of  
15 (a) the effective date of legislation authorizing the  
16 exchange of Lands upon the terms contained in this  
17 Agreement and (b) the effective date of final approv-  
18 al of the terms of this Agreement by James River. In  
19 the event that the State does not enact legislation  
20 authorizing this exchange of Lands by July 1, 1985,  
21 or if James River does not finally approve such ex-  
22 change by that date, this Agreement shall terminate  
23 on that date, unless the term of this Agreement is  
24 extended by the mutual agreement of the parties.

25           6. The parties shall not engage in any activity  
26 or execute any instrument which would result in any  
27 further lease, right-of-way, easement, lien or encum-  
28 brance relating to the Lands during the term of this  
29 Agreement, without the express written consent of the  
30 other party. The parties acknowledge that there has  
31 been heretofore an exchange of deeds of partition,  
32 with respect to the lands described in Exhibit A  
33 hereto, described between James River and Bessie  
34 Wright Phillips, et als., Trustees under Article 6 of  
35 the Will of Stephen Phillips and under Declaration of  
36 Trust dated April 12, 1973 for the benefit of Bessie  
37 Wright Phillips, et als., the deed from the Phillips  
38 trusts to James River being recorded in the Oxford  
39 County Registry of Deeds, Volume 1281, Pages 292-294,  
40 and the deed from James River to the Phillips trusts  
41 being recorded in the Oxford County Registry of  
42 Deeds, Volume 1281, Page 289. The lands described in  
43 Exhibit A hereto are also subject to a Crossing  
44 Rights Agreement dated December 8, 1980 between James

1 River and Boise Cascade Corporation, et als., a copy  
2 of which agreement James River has delivered to the  
3 State. State acknowledges and agrees that the parties  
4 to said agreement shall continue to enjoy the rights  
5 and privileges reserved therein without interference  
6 by the State.

7 7. During the term of this Agreement, the cut-  
8 ting of timber on the Lands may be continued in ac-  
9 cordance with good commercial forestry practice.  
10 Within sixty (60) days after the Closing Date, the  
11 grantee of the respective Lands shall be paid by the  
12 grantor or its designee at going rates for all timber  
13 cut and sand and gravel removed from the Lands on or  
14 after January 1, 1985.

15 8. All conveyances contemplated by this Agree-  
16 ment shall be made by quitclaim deed without cove-  
17 nant. The deeds shall convey or assign the grantor's  
18 interest in all harvesting or extraction permits and  
19 all leases, mineral leases or mineral exploration  
20 permits with respect to the premises conveyed.

21 9. Each party agrees to use its best efforts to  
22 obtain and record in the appropriate Registry of  
23 Deeds, before or concurrent with closing, release or  
24 quitclaim deeds from all entities which own or pur-  
25 port to own any interest in timber and grass rights  
26 on the Public Lots of the State which are to be  
27 transferred to James River pursuant to this Agree-  
28 ment.

29 10. With respect to those townships listed in  
30 Exhibit B, in which the State retains part of the  
31 Public Lots, which are, or may subsequently be deter-  
32 mined to be, unlocated, and concurrent with closing,  
33 the State shall agree in writing that the acreage  
34 listed in Exhibit B for conveyance to James River is  
35 to be unlocated but to lie within that part or share  
36 of the township owned by James River on the Closing  
37 Date immediately after closing; and that the State  
38 will not locate or partition, propose for location or  
39 partition, or agree to the location or partition of,  
40 any additional Public Lot acreage in that part or  
41 share of the respective township owned by James River  
42 on the Closing Date immediately after closing. In ad-  
43 dition, each party agrees to use its best efforts to

1 obtain a written agreement executed by all proprie-  
2 tors of the respective township, pursuant to M.R.S.A.  
3 Title 30 §4151, that such remaining Public Lot acre-  
4 age shall not be located within that part or share of  
5 the township owned by James River.

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

20 12. Property taxes for the current or prior tax  
21 years and excise taxes for 1985 for fire protection  
22 assessed against the Lands shall be paid by the party  
23 owning the Lands on the date of assessment.

24 13. Rental payments on all leases, mineral  
25 leases or mineral exploration permits on the Lands  
26 shall be prorated as of the Closing Date. If either  
27 party receives payment of any amounts which are due  
28 to the other party pursuant to the preceding sen-  
29 tence, the party receiving any such amounts shall  
30 promptly remit them to the other party.

31 14. Each party shall deliver full possession of  
32 its Lands to the other party at the time of closing,  
33 except for existing leases and such other rights as  
34 may be reserved herein.

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



1 Lands on which the timber was so destroyed. If the  
2 parties fail to find mutually acceptable substitute  
3 lands within ninety (90) days of such destruction,  
4 this Agreement shall terminate. For the purpose of  
5 this paragraph "substantial" shall be deemed to mean  
6 five percent (5%) of the volume of merchantable  
7 standing timber.

8 16. With respect to any leases existing on the  
9 Lands to be conveyed by either party, the parties  
10 agree that as of the Closing Date the respective  
11 grantee shall be entitled to all benefits of Lands  
12 received after the Closing Date and shall assume all  
13 obligations and hold the grantor harmless from any  
14 claims and obligations arising after the Closing  
15 Date; and the respective grantor shall be entitled to  
16 all benefits of Lands conveyed prior to the Closing  
17 Date and shall hold the grantee harmless from any  
18 claims and obligations arising prior to the Closing  
19 Date.

20 17. At the closing of the exchange contemplated  
21 by this Agreement, the State shall deliver a separate  
22 Release and Covenant Not to Sue, in the terms set  
23 forth in Exhibit C attached hereto and incorporated  
24 herein.

25 18. The parties hereto are aware that legisla-  
26 tive authority is necessary to permit the terms here-  
27 of to be agreed to by the State; that the final ap-  
28 proval of James River is also necessary; and that  
29 this Agreement is therefore contingent upon the  
30 granting of such authorizations. Upon the granting of  
31 such authorizations, each party warrants to the other  
32 party that it has authority to execute this Agreement  
33 and to carry out the transactions provided herein.

34 19. All amendment 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 \_\_\_\_\_

By: \_\_\_\_\_  
Its Commissioner of  
Conservation

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PRINT OR TYPE NAME AS  
SIGNED:

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\_\_\_\_\_

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10 \_\_\_\_\_

By: \_\_\_\_\_  
Its Director, Bureau  
of Public Lands

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PRINT OR TYPE NAME AS  
SIGNED:

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JAMES RIVER CORPORATION  
OF VIRGINIA

17  
18 \_\_\_\_\_

By: \_\_\_\_\_  
Its

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PRINT OR TYPE NAME AS  
SIGNED:

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EXHIBIT A

JAMES RIVER TO STATE

1,150 unflowed acres more or less and an undetermined number of flowed acres in Richardsontown Township (T4 R1 WBKP) in Oxford County, Maine, being the interest of James River, held in common and undivided, in that part of said township bounded on the south by Mooselookmeguntic Lake and the Upper Dam Lot, on the west by Upper Richardson Lake and the west town line north of the Beaver Pond Outlet, on the north by the north town line of Richardson and on the east by the land of the Stephen Phillip Memorial Trust; conveying all of James River's remaining interest in Mooselookmeguntic Lake in its naturally occurring and unflowed state, and that portion of Upper Richardson Lake in its naturally occurring and unflowed state, being that portion which lies easterly of the center line of the outlet of Beaver Pond.

This description is not intended to include flowage rights which James River has reserved in Paragraph 1 of the foregoing Agreement.

In addition, any and all of James River'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; except for James River's one-third (1/3) common and undivided ownership in the public lots in Davistown T3 R3, which James River acquired from Brown Co.; and excepting and reserving any State lots, so-called, being those public lots of lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

1 EXHIBIT B

2 STATE TO JAMES RIVER

3 Approximately 1,274 acres in Upper Cupsuptic  
4 Township (Township 4, Range 4 WBKP) and Lower  
5 Cupsuptic Township (Township 4, Range 3 WBKP) being  
6 all of the remaining interest of the State of Maine  
7 in the public lots in those townships, as recorded in  
8 State Archives (Massachusetts Deeds), Volume 5, pages  
9 103 and 137, respectively.

10 Excepting and reserving from Lower Cupsuptic  
11 Township two parcels comprising approximately six  
12 acres, as follows: the first being a 1.5 acre lot,  
13 more or less, as described in a deed from James River  
14 Corporation to the State of Maine dated May 23, 1983  
15 and recorded at Oxford County Registry of Deeds, Book  
16 1207, Page 222 and in an Agreement dated May 31, 1983  
17 between the Maine Bureau of Public Lands and Maine  
18 Bureau of Parks and Recreation; and the second being  
19 a 4.5 acre lot, more or less, known as the Forestry  
20 Lot bounded as follows: starting at an iron post lo-  
21 cated at a point where the East bank of Toothaker  
22 Brook No. 2 and the South line of Lower Cupsuptic  
23 Township intersect, thence N 30° E a distance of 5.7  
24 chains to an iron post located on the North side of  
25 the so-called Kennebago Road, thence S 80° E a dis-  
26 tance of 8 chains to an iron post, thence S 30° W a  
27 distance of 5.7 chains to an iron post located on the  
28 South line of Cupsuptic Township, thence N 80° W a  
29 distance of 8 chains along the Township line to the  
30 iron post being the starting point, as set forth in a  
31 survey dated June 6, 1977, by T. Trudel.

32 However, notwithstanding anything in this Agree-  
33 ment, the State's right, title or interest in any and  
34 all public roads or great ponds in, on or over any of  
35 the lands set forth in Exhibit B of this Agreement is  
36 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 JAMES RIVER CORPORATION OF VIRGINIA, a Virginia corporation with a place of business in Berlin, New Hampshire, its successors and assigns, subsidiaries and affiliates, predecessors in title (which shall not include those entities or persons listed in Attachment 1 hereto and incorporated herein), lessees, contractors and all other entities with which James River has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agent and other representatives of the foregoing (all hereinafter referred to as "James River") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to James River, 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 James River may be found to be responsible.

1 State hereby covenants not to sue James River or  
2 any other entity for that portion of all claims for  
3 Alleged Uses and of the total amount of all damages  
4 for Alleged Uses which the State has suffered or may  
5 in the future suffer allocable to James River, if  
6 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 \_\_\_\_\_, Resolves, 1985.

24 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

25 WITNESS: RELEASOR:  
26 STATE OF MAINE  
27 By: \_\_\_\_\_  
28 Commissioner of  
29 Conservation

1 AGREEMENT

2 for the Exchange  
3 of Certain Public Reserved Lands

4 This Agreement is by and between the Bureau of  
5 Public Lands, Department of Conservation, acting as  
6 the agent of the State of Maine, and William F. Bak-  
7 er, a resident of the State of Connecticut, pursuant  
8 to the provisions of 30 MRSA ss 4169, subject to the  
9 following terms and conditions:

10 (1) Purpose.

11 The purpose of this Agreement is to execute an  
12 exchange of land between the parties in Chain of  
13 Ponds Township, Franklin County, as follows:

14 State of Maine to William F. Baker

15 A parcel of Public Reserved Land in said Town-  
16 ship, as shown in Exhibit A attached, containing  
17 20 acres (+ / -).

18 William F. Baker to State of Maine

19 A parcel of land in said township, as shown in  
20 Exhibit A attached, containing 100 acres (+ / -)

21 It is understood that legal descriptions of both par-  
22 cels will be developed and incorporated into deeds  
23 prior to closing.

24 (2) Reservations

25 The Grantee hereby agrees that there shall be no  
26 further development within the parcel conveyed by the  
27 State, aside from repairs to or replacement of build-  
28 ings existing at the time of this agreement, nor  
29 shall the existing lots be subdivided for any pur-  
30 pose.

31 (3) Instruments of Conveyance

32 The parties shall execute this transaction  
33 through exchange of quit-claim deeds.

1 (4) Closing

2 The closing of this transaction shall occur with-  
3 in 30 days following the effective date of legisla-  
4 tion authorizing the exchange of land contemplated  
5 herein.

6 (5) Termination

7 It is understood by both parties that execution  
8 of this transaction relies on approval by the legis-  
9 lature. This agreement shall terminate, unless other-  
10 wise agreed upon by the parties if (1) the current  
11 regular session of the Legislature does not authorize  
12 the Bureau of Public Lands to proceed as contemplated  
13 herein, or (2) defects shall appear in the title of  
14 either party, which deny resolution, as provided in  
15 Paragraph 6 following.

16 (6) Resolution of Title

17 If, prior to closing, either party shall discover  
18 a defect in title, pertaining to the parcel that par-  
19 ty is to acquire, the conveying party hereby agrees,  
20 within 10 days, to make a good faith effort to re-  
21 solve the defect. Neither party shall incur costs ex-  
22 ceeding \$1,000 in the resolution of such defects.

23 (7) Entire Agreement

24 This document constitutes the entire agreement  
25 between the parties; and no other representation  
26 orally or in writing shall be binding, except as this  
27 agreement may be duly amended by the parties hereto.

28 FOR THE STATE: FOR WILLIAM F. BAKER:

29  
30 \_\_\_\_\_ Date \_\_\_\_\_ Date  
31 Robert H. Gardiner, Jr. Director William F. Baker  
32 Bureau of Public Lands

33  
34 \_\_\_\_\_ Date \_\_\_\_\_ Date  
WITNESSED WITNESSED



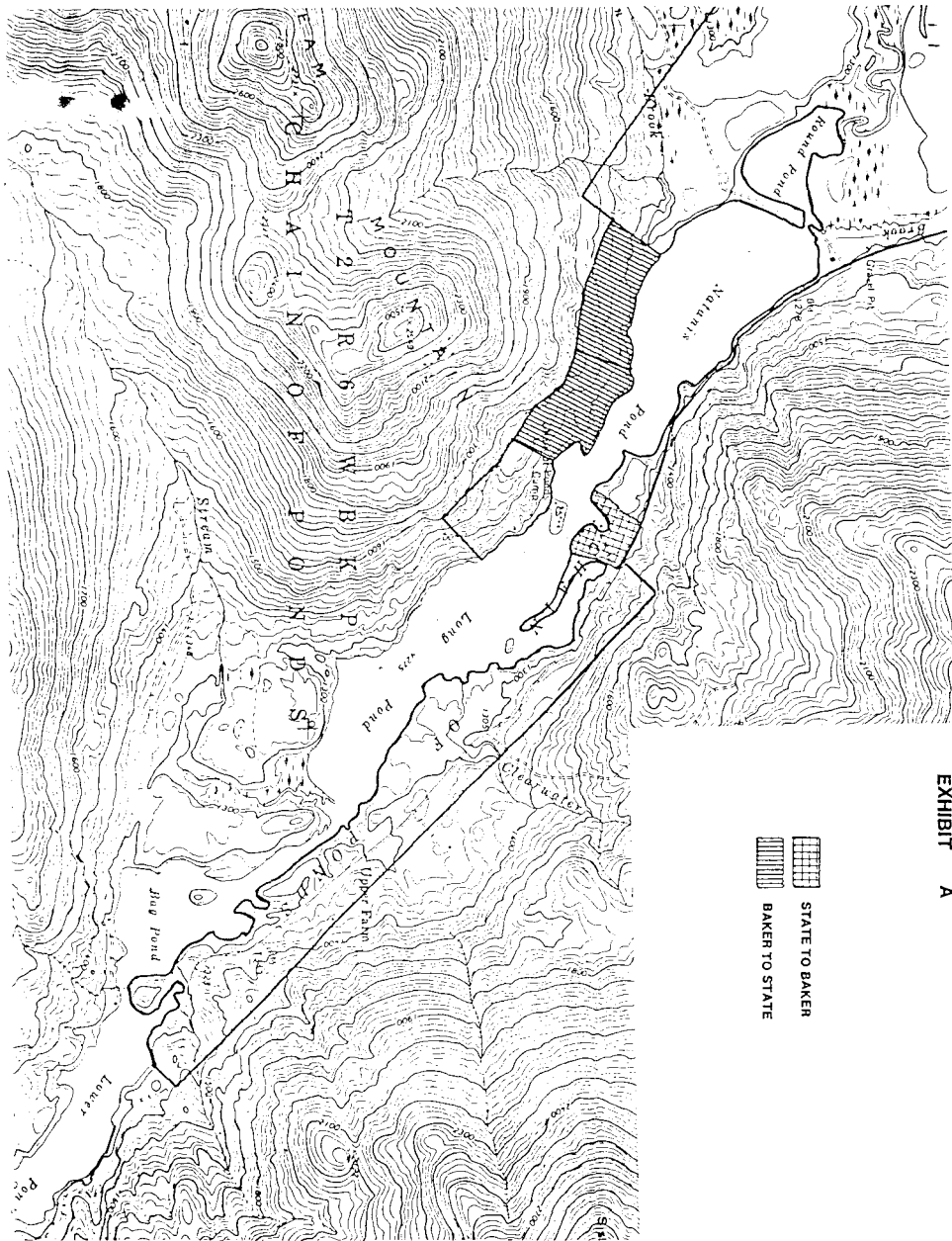


EXHIBIT A

STATE TO BAKER  
 BAKER TO STATE

1 Bureau of Public Lands  
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT  
4 Carrabassett Valley

5 This agreement is made this \_\_\_\_\_ day of  
6 \_\_\_\_\_, 1985, by and between the State of Maine,  
7 acting through its Bureau of Public Lands, Department  
8 of Conservation (the State) and the Carrabassett Val-  
9 ley Campowners Association, c/o Stephen F. Dubord, 44  
10 Elm Street, Waterville, Maine 04901 (the Grantee), in  
11 accordance with the provisions of 30 M.R.S.A. ss  
12 4169. For good and valuable consideration for which  
13 receipt is acknowledged by each party, the parties  
14 hereto agree as follows:

15 (1) The State of Maine agrees to convey by quit-  
16 claim deed without covenant all of its right, title  
17 and interest in and to the Public Reserved Lands in  
18 the Town of Carrabassett Valley, described in Exhib-  
19 its A and B attached hereto. Specifically excepted  
20 and reserved to the State are any public ways or por-  
21 tions thereof, except those strictly limited to  
22 transport within the conveyance boundaries.

23 (2) The Grantee agrees to pay to the State of  
24 Maine at closing the sum of \$226,995.

25 (3) The date of closing shall be within 30 days  
26 following the effective date of legislation authoriz-  
27 ing this sale (120 days following adjournment).

28 (4) If, for any reason the Grantee shall fail to  
29 meet the terms of this Agreement, in whole or in  
30 part, the Agreement shall be terminated, subject to  
31 renegotiation at the discretion of the Director.

32 (5) The grantee hereby acknowledges that he has  
33 had an opportunity to inspect the property or has  
34 voluntarily waived such opportunity and that he un-  
35 derstands and accepts the lands as is and the terms  
36 of sale as represented herein.

37 (6) The Grantee shall be responsible, at his own  
38 expense, for such title examination as he may wish to

1 conduct. In the event of title objections, the Grant-  
2 ee shall give written notice thereof and the State  
3 shall use its best efforts to remove or resolve the  
4 objection(s) within a reasonable period of time. If,  
5 upon subsequent agreement of the parties, the State  
6 is unable to remove or resolve such objections, this  
7 agreement shall terminate and the Grantee shall be  
8 released from all obligations contained herein.

9 (7) The parties hereby acknowledge that Legisla-  
10 tive authority is necessary to permit the terms here-  
11 of to be performed by the State of Maine, and that  
12 this Agreement, therefore, is made contingent upon  
13 the granting of such authority. In the event that the  
14 present regular session of the Legislature does not  
15 approve legislation authorizing this sale, this  
16 Agreement shall terminate on the date of adjournment.

17 (8) The following named individuals, officers of  
18 the Carrabassett Valley Campowners Association, cer-  
19 tify that they have the authority to sign this Agree-  
20 ment on behalf of the aforementioned Association, the  
21 members of which are indicated in Exhibit C attached  
22 hereto: B.W. Ragon, Jr., Herbert Hoefler, Almo  
23 Nickerson and James Smith.

24 (9) This document constitutes the entire Agree-  
25 ment between the parties; all amendments shall be in  
26 writing and executed by the parties hereto.

1 FOR THE STATE:  
2  
3 \_\_\_\_\_ DATE \_\_\_\_\_  
4 ROBERT H. GARDINER, JR.  
5 Director  
6 Bureau of Public Lands  
7  
8 \_\_\_\_\_ DATE \_\_\_\_\_  
9 WITNESS:  
10  
11 \_\_\_\_\_ DATE \_\_\_\_\_  
12 B. W. RAGON, JR.  
13  
14 \_\_\_\_\_ DATE \_\_\_\_\_  
15  
16 \_\_\_\_\_ DATE \_\_\_\_\_  
17 HERBERT HOEFLER  
18 WITNESS:  
19 \_\_\_\_\_ DATE \_\_\_\_\_  
20  
21 \_\_\_\_\_ DATE \_\_\_\_\_  
22 ALMO NICKERSON  
23 FOR THE GRANTEE:  
24 WITNESS:  
25 \_\_\_\_\_ DATE \_\_\_\_\_  
26  
27 \_\_\_\_\_ DATE \_\_\_\_\_  
28 JAMES SMITH  
29 WITNESS:  
30 \_\_\_\_\_ DATE \_\_\_\_\_

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EXHIBIT A

2

DESCRIPTION OF LAND TO BE  
CONVEYED BY THE STATE OF MAINE TO THE  
MEMBERS OF THE CAMPBELL FIELD AREA  
ASSOCIATION LOCATED IN CARRABASSETT  
VALLEY, FRANKLIN COUNTY,  
STATE OF MAINE

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Those certain lots or parcels of land situate on both  
sides of State Routes 16 and 27 located in  
Carrabasset Valley, Franklin County, Maine, being  
more particularly bounded and described as follows,  
to wit:

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Being lots numbered 1, 2, 3, 5, 6, 7, 8, 9, 10, 12,  
13, 14, 16, 19, 20, 22, 25, 26, 27, 29, 30, 31, 32,  
33, 34, 35, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48,  
50, 51, 53, 54, 55, 56, 59, 60, 61, 62, 64 and 65 is  
more particularly shown on a plan entitled "Land of  
State of Maine to be Conveyed to the Members of the  
Campbell Field Area Association" which plan was pre-  
pared by D. Bruce Verrill Associates, Inc., and dated  
April 1985, which plan is to be recorded in the  
Franklin County Registry of Deeds.

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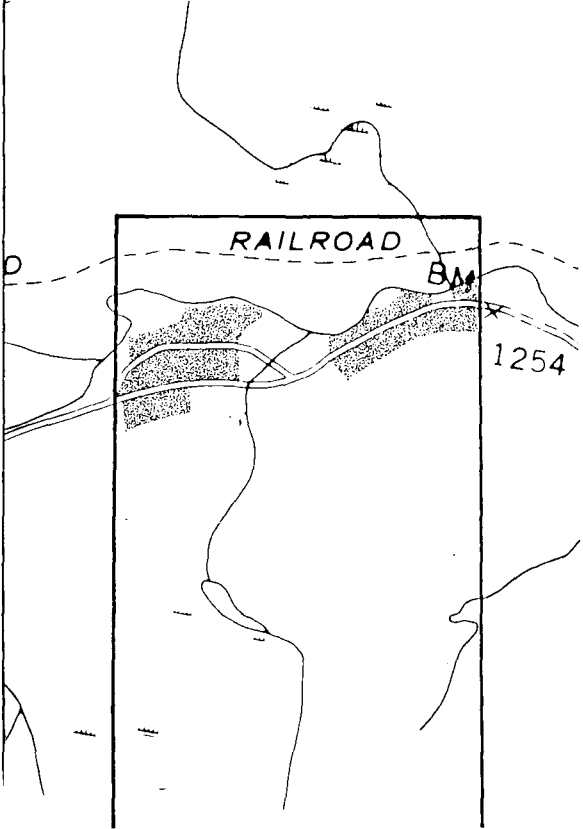
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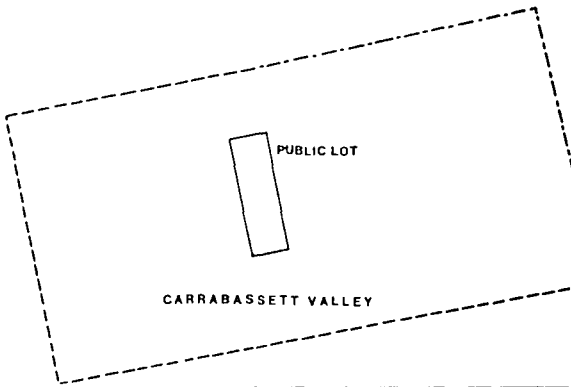
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# CARRABASSETT VALLEY CAMPLOT SALE

EXHIBIT B

(Representative reduction of  
original over-sized exhibit)



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EXHIBIT C

|    |                          |                       |
|----|--------------------------|-----------------------|
| 2  | Dr. Clement Jurgeleit    | Dr. William Kierstead |
| 3  | 69 West Broadway         | 10 Burleigh Street    |
| 4  | Bangor, ME 04401         | Waterville, ME 04901  |
| 5  | George V. Mendall        | Gardiner Schneider    |
| 6  | RFD #3, River Road       | Main Street, Box 50   |
| 7  | Augusta, ME 04330        | Winterport, ME 04496  |
| 8  | John M. & Sally E. Lynch | Richard J. Woodrum    |
| 9  | RFD #2, Box 5460         | P. O. Box 3001        |
| 10 | Newport, ME 04953        | New Castle, ME 04553  |
| 11 | William Beck             | B. W. Ragon, Jr.      |
| 12 | RFD #2                   | RFD #1, Box 2260      |
| 13 | Oakland, ME 04963        | Kingfield, ME 04947   |
| 14 | Daniel P. Valpey         | Kevin Walsh           |
| 15 | 84 Central Street        | 124 Wilson Street     |
| 16 | Andover, MA 01810        | Old Town, ME 04468    |
| 17 | Robert Hanish            | Herbert Hoefler       |
| 18 | RFD #3, Kenneth Street   | Pleasant Street       |
| 19 | Augusta, ME 04330        | Phillips, ME 04966    |
| 20 | Donald R. Knowles        | Arthur N. Pierce      |
| 21 | P. O. Box 1360           | 73 Sunset Strip       |
| 22 | North Windham, ME 04062  | Brewer, ME 04412      |
| 23 | John Chapman             | Lee Kachan            |
| 24 | Canoe Road               | Hilltop Craft Center  |
| 25 | Hampden, ME 04444        | UMO                   |
| 26 |                          | Orono, ME 04473       |
| 27 | Harold & Jean Thomas     | Henrietta P. Crane    |
| 28 | 175 Carlson Street       | 30 Shaw Avenue        |
| 29 | Westbrook, ME 04092      | Rockland, ME 04841    |
| 30 | John P. Jabar            | Richard L. Crommett   |
| 31 | One Center Street        | 138 Ridgecrest Drive  |
| 32 | Waterville, ME 04901     | Westfield, MA 01085   |
| 33 | Ralph E. Quinn           | James N. Libby        |
| 34 | 44 Berkley Street        | 32 Vesper Street      |
| 35 | Portland, ME 04103       | Scarborough, ME 04074 |

|    |                           |                       |
|----|---------------------------|-----------------------|
| 1  | Mrs. Gail Guthrie         | Charles O'Connor      |
| 2  | 167 Wayside Road          | RFD #1, Box 2735      |
| 3  | Portland, ME 04012        | Windsor, ME 04363     |
| 4  | Loretta Murphy            | Ira Durgan, Jr.       |
| 5  | 24 Magan Street           | 152 North Street      |
| 6  | Brunswick, ME 04011       | Bath, ME 04530        |
| 7  | William A. Hamilton       | Dr. Andrew M. Longley |
| 8  | 61A Lawrence Street       | 14 Pamela Lane        |
| 9  | Portsmouth, NH 03801      | Amesbury, MA 01913    |
| 10 | Dr. William Fox           | Dr. John H. Shaw      |
| 11 | RFD #2, Oakledge Road     | 63 Fairview Avenue    |
| 12 | Brunswick, ME 04011       | Manchester, ME 04351  |
| 13 | Michael M. Skaling        | Maine Outing Club     |
| 14 | Nurembega Drive           | UMO                   |
| 15 | Camden, ME 04843          | University of Maine   |
| 16 |                           | Orono, ME 04473       |
| 17 | David Martin              | Dr. Maynard M. Irish  |
| 18 | 30 Evergreen Way          | RFD #3, Box 3166      |
| 19 | Medfield, MA 02052        | Brunswick, ME 04011   |
| 20 | Ryan J. Arata             | Paul Houlares         |
| 21 | 4602 Quarter Charge Drive | 65 Jones Avenue       |
| 22 | Annandale, VA 22003       | Portsmouth, NH 03801  |
| 23 | William M. Moody          | T. P. Szczecinski     |
| 24 | 211 Foreside Road         | 150 Baldwin Street    |
| 25 | Falmouth, ME 04105        | Bloomfield, NJ 07003  |
| 26 | Nancy Norris              | C. Gregory Moebuis    |
| 27 | 9 North Road              | P. O. Box 67          |
| 28 | Penobscot Terrace         | Bristol, ME 04539     |
| 29 | Brewer, ME 04412          |                       |
| 30 | Lewis Merchant            | John C. Caldwell      |
| 31 | P. O. Box 19              | RFD #5, Adams Road    |
| 32 | Levant, ME 04456          | Brunswick, ME 04011   |
| 33 | L. Richard Zacharias      | David & Judith Kirk   |
| 34 | RR #1, Box 199            | 148 Main Street       |
| 35 | York, ME 03909            | Orono, ME 04473       |



1 Kendall P. Lord  
2 1510 Washington Street  
3 Bath, ME 04530

J. J. Smith  
20 Longmeadow Drive  
Brewer, ME 04412

4 Almo Nickerson  
5 P. O. Box 288  
6 Stratton, ME 04982

Wayne Niles  
70 Townsend Avenue  
Augusta, ME 04330

7 William L. &  
8 Virginia M. Royall  
9 Blackstone Road  
10 Merepoint  
11 Brunswick, ME 04011

Richard E. &  
Helen W. Sanborn  
P.O. Box 329  
Upper Pond Road  
Litchfield, ME 04350

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SECTION III

AMENDMENT TO AGREEMENT

This amendment is made to the Agreement of August 27, 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 sometimes referred to as the "State"), and Prentiss & Carlisle Co., Inc., a Maine corporation, with a place of business in Bangor, Maine, hereinafter referred to as "P & C".

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

1. That paragraph 1 and Exhibit B of the August 27, 1984 Agreement between the parties is hereby amended so that Webber is obligated to convey one thousand fifty (1,050) acres in Greenfield, rather than one thousand eight hundred (1,800) acres in Greenfield.

2. That paragraph 2 and Exhibit C of the August 27, 1984 Agreement between the parties is amended so that the State is obligated to convey only the middle and southerly located lots in Township A, Range 5 WELS, so that four hundred and eighty (480) acres, more or less, is conveyed by the State.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

WITNESS: STATE OF MAINE  
  
\_\_\_\_\_  
RICHARD B. ANDERSON  
Commissioner, Department  
of Conservation  
  
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ROBERT H. GARDINER,  
DIRECTOR  
Bureau of Public Lands

PRENTISS & CARLISLE CO.,  
INC.

---

DAVID M. CARLISLE,  
PRESIDENT

STATEMENT OF FACT

The transactions cited in this resolve will accomplish the following:

1. Permit the State to continue consolidation of the public reserved lands system;

2. Provide for the settlement of issues relating to the unlawful removal of timber from the public reserved lands, Cushing v. State of Maine, 1981;

3. Invest such portions of the Great Heath as the State now owns or may subsequently acquire with the same trust status as currently accorded the public reserved lands;

4. Resolve certain discrepancies in trades consummated with Prentiss & Carlisle, Inc., and approved by the 111th Legislature; and

5. Ensure that all private parties receiving public lots in trade with the State receive all rights appurtenant thereto.

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