

MAINE STATE LEGISLATURE

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STATE OF MAINE
HOUSE OF REPRESENTATIVES
112TH LEGISLATURE
SECOND REGULAR SESSION

COMMITTEE AMENDMENT "A" to H.P. 1516, L.D. 2145, "Resolve, Authorizing the Exchange and Sale of Certain Public Reserved Lands."

Amend the resolve in the "AGREEMENT" by inserting after subsection 19 the following:

'20. Prior to and as a condition of the conveyance of the lands referred to in Exhibits A and B of the Agreement, the Nature Conservancy shall grant to the State a right of first refusal, acceptable to both parties, on the lands to be acquired by the Nature Conservancy from the Pingrees around Big Reed Pond in T8R10 and T8R11, County of Piscataquis, through transactions using lands acquired from the State in this Agreement.'

Further amend the resolve in "EXHIBIT A" in the 7th line (page 8 line 7 in L.D.) by striking out the figure "329" and inserting in its place the figure '330'

Further amend the resolve in "EXHIBIT A" in the 10th line (page 8, line 10 in L.D.) by striking out the figure "1,536" and inserting in its place the figure '1,537'

Further amend the resolve in the "AGREEMENT" in subsection 2, in the last line (page 10, line 24 in L.D.) by inserting after the word "herein" the following: ', and to deliver to Huber a release and covenant not to sue in the form set forth in Exhibit C attached'

Further amend the resolve in the "AGREEMENT" in subsection 10, in the 8th and 9th lines (page 13, lines 32 and 33 in L.D.) by striking out the follow-

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1 ing: "owned by Huber on the closing date immediately
2 after closing" and inserting in its place the follow-
3 ing: 'owned at the time of closing by Huber'

4 Further amend the resolve in the "AGREEMENT" in
5 subsection 10, in the 13th and 14th lines (page 13,
6 lines 37 and 38 in L.D.) by striking out the follow-
7 ing: "owned by Huber on the closing date immediately
8 after closing" and inserting in its place the follow-
9 ing: 'owned at the time of closing by Huber'

10 Further amend the resolve in the "AGREEMENT" in
11 subsection 10, in the 15th line (page 13, line 39 in
12 L.D.) by striking out the words "its best" and in-
13 sserting in their place the word 'reasonable'

14 Further amend the resolve in the "AGREEMENT" in
15 subsection 10, in the last line (page 14, line 1 in
16 L.D.) by inserting after the word and punctuation
17 "Huber." the following: 'Huber reserves the right not
18 to close should such agreements not be executed.'

19 Further amend the resolve in "EXHIBIT A" in the
20 last line (page 17, line 14, in L.D.) by inserting
21 after the figure "46" the following: ', and any Pub-
22 lic Lots lawfully conveyed by the State, pursuant to
23 legislative resolve, now owned by Huber'

24 Further amend the resolve by inserting after "EX-
25 HIBIT B" (page 18 in L.D.) the following:

26 'EXHIBIT C

27 Release and Covenant not to sue

28 For good and valuable consideration, the receipt
29 of which is hereby acknowledged, the undersigned
30 STATE OF MAINE, in its sovereign capacity, in its
31 sovereign capacity as trustee of the public lands of
32 the State of Maine, and in its sovereign capacity on
33 behalf of all municipalities and other subdivisions
34 of the State of Maine (hereinafter referred to as

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1 "the State") releases, acquits and forever discharges
2 J. M. Huber Corporation, a New Jersey Corporation,
3 with offices in Portland and Old Town, Maine, its
4 successors and assigns, subsidiaries and affiliates,
5 with which it has acted in concert or by contract
6 (other than tenants in common and joint tenants) and
7 the officers, employees, agents and other representa-
8 tives of the foregoing (all hereinafter referred to
9 as "Huber") of and from any and all actions, causes
10 of action, claims or demands for damages, costs, ex-
11 penses, loss of services, contribution, indemnifica-
12 tion, interest, or any other claims whatsoever under
13 whatever theory which the State now has or which may
14 hereinafter arise or accrue to the State, relating to
15 any and all alleged wrongful or unauthorized use and
16 occupancy, harvesting of wood, taking of grass, re-
17 moval of gravel, sand or other resources, leasing or
18 any other acts occurring on, or with respect to, any
19 and all of the Public Lots in the State of Maine pri-
20 or to _____, 1986 (hereinafter referred to as
21 the "Alleged Uses").

22 In addition to the above, for such consideration,
23 the State hereby releases, acquits, discharges, sat-
24 isfies and credits that portion of all claims for Al-
25 leged Uses and of the total amount of all damages for
26 Alleged Uses which the State has suffered or may in
27 the future suffer allocable to Huber, if any. In
28 this paragraph, it is the intention of the State to
29 release, discharge, satisfy and credit any fraction
30 and/or percentage of all claims and damages, if any,
31 for which Huber may be found to be responsible.

32 State hereby covenants not to sue Huber or any
33 other entity for that portion of all claims for Al-
34 leged Uses and of the total amount of all damages for
35 Alleged Uses which the State has suffered or may in
36 the future suffer allocable to Huber, if any.

37 This Release is not a release of any other entity
38 which may be liable for damages claimed by the State
39 except as provided above. The State expressly re-

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1 serves its rights against any other entity.

2 It is agreed that this settlement is in compro-
3 mise of disputed claims, that the consideration paid
4 is not to be construed as an admission by the parties
5 hereby released, and that the parties hereby released
6 deny liability therefor.

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

10 The undersigned further states that he has care-
11 fully read the foregoing Release and knows the con-
12 tents thereof and executes the same, pursuant to the
13 authority granted to the undersigned by C. ____,
14 Resolves, 1986.

15 Dated this _____ day of _____, 1984.

16 WITNESS:

STATE OF MAINE:

17

18

19

Richard B. Anderson, Commissioner
Department of Conservation'

20

21

Further amend the bill by inserting at the end
before the statement of fact the following:

22

'ADJUSTMENT

23

24

25

26

27

28

In several land trade agreements previously ap-
proved by the Legislature, the acreage figures on
several Public Lots to be conveyed by the State
differed slightly with the actual acreage involved.
The Director of Public Lands is hereby specifically
authorized to convey the actual acreage, as follows:

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			PUBLIC LOT ACRES IN PRIOR RESOLVE	ACTUAL PUBLIC LOT ACRES
1				
2				
3	<u>Resolves 1983, c. 87</u>	<u>TOWNSHIP</u>		
4	International Paper	13R16 WELS	996	999
5	Co.			
6	Scott Paper Co.	Rockwood Strip	200	202
7		1R13 WELS	1,264	1,264.82
8	Prentiss &	5R7 WELS NE/4	237	250
9	Carlisle, Inc.	3R3 NBKP SW/4	240	250
10	<u>Resolves 1985, c. 40</u>			
11	Jas. River	4R3 WBKP	364	636'

12 STATEMENT OF FACT

13 The purpose of this amendment is to make the land
 14 swap and sale with the Nature Conservancy contingent
 15 upon receipt by the State of a right of first refusal
 16 on the land to be acquired by the Nature Conservancy
 17 from the Pingree Heirs. The purpose of this action
 18 is to provide guarantees that the Big Reed Pond par-
 19 cel will be held only for conservation purposes.

20 This amendment makes a series of technical cor-
 21 rections to the Bigelow Agreement and makes minor ad-
 22 justments to acreage figures in previous land swaps.

23 7099032886