

# MAINE STATE LEGISLATURE

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1 SECOND REGULAR SESSION  
2

3 ONE HUNDRED AND TWELFTH LEGISLATURE  
4

5 Legislative Document

No. 2145

6  
7 H.P. 1516 House of Representatives, March 6, 1986  
8 Submitted by the Department of Conservation pursuant to Joint Rule 24.  
9 Reference to the Committee on Energy and Natural Resources suggested  
and ordered printed.

EDWIN H. PERT, Clerk

10 Presented by Speaker Martin of Eagle Lake.

Cosponsored by President Pray of Penobscot, Representative Mitchell of  
Freeport, and Representative Dexter of Kingfield.

11  
12 STATE OF MAINE  
13

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

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

20 RESOLVED: That the Director of Public Lands is  
21 authorized to consummate the exchange and sale of  
22 certain Public Reserved Lands, as provided in the at-  
23 tached agreements with The Nature Conservancy, J.M.  
24 Huber Corporation and Erwest Hartford. Any and all  
25 land acquired by the State under this authority shall  
26 be, for all purposes, Public Reserved Lands of the  
27 State of Maine and shall be held in trust under the  
28 same terms and conditions as apply to other Public  
29 Reserved Lands. Notwithstanding any provisions of  
30 the attached agreements, the State shall not convey  
31 any land or interest therein which comprises a public  
32 road or a great pond. All money received from the  
33 sale of Public Reserved Lands shall be deposited in  
34 the Public Reserved Lands Acquisition Fund to be used  
35 exclusively for the purchase of additional land for  
36 the system.

1

AGREEMENT

2           This Agreement is made this Seventh day of  
3 March, 1986, by and between the State of Maine, in  
4 its sovereign capacity, in its sovereign capacity as  
5 trustee of the public lands of the State of Maine,  
6 and in its sovereign capacity on behalf of all munic-  
7 ipalities and other subdivisions of the State of  
8 Maine, acting through its Commissioner of Conserva-  
9 tion and its Director of the Bureau of Public Lands,  
10 hereinafter referred to as the "State", and the Na-  
11 ture Conservancy, a Maine non-profit corporation with  
12 a place of business in Topsham, hereinafter referred  
13 to as "Nature Conservancy."

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. Nature Conservancy (a) agrees to convey to  
18 the State all of its right, title and interest in the  
19 property described in Exhibit A attached hereto and  
20 incorporated herein and the right to cross and  
21 recross with men and equipment the proximal, adjacent  
22 and contiguous lands of those individuals and fiduci-  
23 ary landowners generally known as the Pingree Heirs  
24 (hereinafter referred to as "Pingrees") for ingress  
25 and egress for purposes normally required for land  
26 management, logging operations, and timber harvest-  
27 ing, to the land in Township 8, Range 13 W.E.L.S.,  
28 Township 8, Range 14 W.E.L.S. and Township 7, Range  
29 14 W.E.L.S. (hereinafter sometimes collectively re-  
30 ferred to as the "property") to be conveyed herein.  
31 The exercise of said right to cross and recross by  
32 the State and its agents, contractors, and employees  
33 (hereinafter collectively referred to as "agents")  
34 for the purposes of land management, logging opera-  
35 tions and timber harvesting is subject, however, to  
36 conditions that shall be mutually agreed upon by the  
37 Pingrees, the Nature Conservancy and the State; and  
38 (b) pay to the State the sum of Six Hundred  
39 Thirty-Seven Thousand Five Hundred and Eighty Dollars  
40 (\$637,580.00).

41           2. The State agrees to convey to the Nature Con-  
42 servancy, its successors and assigns, all of its

1 right, title and interest in the property described  
2 in Exhibit B attached hereto and incorporated herein.  
3 The parties acknowledge that the property described  
4 in Exhibit B will subsequently be transferred by the  
5 Nature Conservancy to the Pingrees. To that end, the  
6 State agrees to convey to the Nature Conservancy and  
7 the Pingrees the right to cross and recross with men  
8 and equipment the proximal, adjacent and contiguous  
9 lands of the State for ingress and egress for pur-  
10 poses normally required for land management, logging  
11 operations, and timber harvesting, to the land de-  
12 scribed in Exhibit B, which right to cross and  
13 recross is subject to the conditions and restrictions  
14 set forth in paragraph 1.

15 3. Lands described in Exhibit A and B are re-  
16 ferred to in this Agreement as the "Lands."

17 4. The respective deeds contemplated by this  
18 agreement shall include a reservation to the grantor,  
19 and its successors or assigns of the right to cross  
20 and recross the conveyed lands for all purposes, in-  
21 cluding, but not limited to, access to other lands  
22 owned by the grantor, whether contiguous or noncon-  
23 tiguous.

24 5. The term of this Agreement shall commence on  
25 the day after the date of this Agreement and shall  
26 continue until and including the date and time on  
27 which the documents of conveyance are exchanged,  
28 hereinafter referred to as the "Closing Date," which  
29 shall be within one hundred and eighty (180) days  
30 following the effective date of legislation authoriz-  
31 ing the exchange of Lands upon the terms contained in  
32 this Agreement. In the event that the State does not  
33 enact legislation authorizing this exchange of Lands  
34 by July 1, 1986, this Agreement shall terminate on  
35 that date. However, the term of this Agreement may  
36 be extended by the mutual agreement of the parties.

37 6. The parties shall not engage in any activity  
38 or execute any instrument which would result in any  
39 further lease, right-of-way, easement, lien or encum-  
40 brance relating to the Lands during the term of this  
41 Agreement, without the express written consent of the  
42 other party.

1           7. During the term of this Agreement, the cut-  
2     ting of timber on the Lands may be continued in ac-  
3     cordance with good commercial forestry practice, and  
4     only with the prior written approval of the grantee.  
5     Within sixty (60) days after the Closing Date, the  
6     grantee of the respective Lands shall be paid by the  
7     grantor or its designee at going rates for all timber  
8     cut and sand and gravel removed from the Lands on or  
9     after December 1, 1985.

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

16           9. Each party agrees to use its best efforts to  
17    obtain and record in the appropriate Registry of  
18    Deeds, before or concurrent with closing, release or  
19    quitclaim deeds from all entities which own or pur-  
20    port to own any interest in timber and grass rights  
21    on the Public Lots of the State which are to be  
22    transferred to Nature Conservancy pursuant to this  
23    Agreement.

24           10. With respect to those townships listed in  
25    Exhibit B, in which the State retains part of the  
26    Public Lots, which are, or may subsequently be deter-  
27    mined to be, unlocated, and concurrent with closing,  
28    the State shall agree in writing that the acreage  
29    listed in Exhibit B for conveyance to the Pingrees is  
30    to be unlocated but to lie within that part or share  
31    of the township owned by the Pingrees on the Closing  
32    Date immediately after closing; and that the State  
33    will not locate or partition, propose for location or  
34    partition, or agree to the location or partition of,  
35    any additional Public Lot acreage in that part or  
36    share of the respective township owned by the  
37    Pingrees on the Closing Date immediately after clos-  
38    ing. In addition, each party agrees to use its best  
39    efforts to obtain a written agreement executed by all  
40    proprietors of the respective township, pursuant to  
41    Title 30 M.R.S.A. §4151, that such remaining Public  
42    Lot acreage shall not be located within that part or  
43    share of the township owned by the Pingrees.

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

15           12. Property taxes and excise taxes for fire  
16 protection assessed against the Lands shall be paid  
17 by the party owning the Lands on the date of assess-  
18 ment.

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

26           14. Each party shall deliver full possession of  
27 its Lands to the other party at the time of closing,  
28 except for existing leases and such other rights as  
29 may be reserved herein.

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



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

PRINT OR TYPE NAME AS  
SIGNED:

\_\_\_\_\_

NATURE CONSERVANCY

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

PRINT OR TYPE NAME AS  
SIGNED:

\_\_\_\_\_





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EXHIBIT B

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STATE TO NATURE CONSERVANCY

3	<u>Township</u>	<u>Acres</u>	<u>L/U</u>
4	8R7 WELS	199	U
5	14R16 WELS	777	U
6	11R15	500	U
7	9R9 WELS	1,000	U
8	10R7 WELS	320	LW/2
9		640	LE/2
10	10R9 WELS	1,000	L
11	8R11 WELS	944	L
12	7R13 WELS	592	L
13	TOTAL	5,972	

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

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AGREEMENT

State of Maine/J.M. Huber Corporation

This Agreement is made this seventh day of March, 1986, by and between the State of Maine, 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 J.M. Huber Corporation, a New Jersey corporation, places of business in Portland and Old Town, Maine, hereinafter referred to as "Huber".

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

1. Huber agrees to convey to the State all of its right, title and interest in those lands described in Exhibit A attached hereto and incorporated herein.

2. The State agrees to convey to Huber all of its right title and interest in those Public Reserved Lands described in Exhibit B attached hereto and incorporated herein.

3. Lands described in Exhibits A and B are referred to in this agreement as the "Lands".

4. The following specific rights are granted or reserved to the parties, their heirs, successors and assigns:

T.7, R. 8 WELS:

a. The State shall convey all of its right, title and interest in that portion of the Huber Road, so-called, in T. 7, R. 8 WELS, up to a line 50' north of the centerline of said road, reserving, however, the State's right to enter and use this road, without damaging same, for any and all

1 purposes associated with the management and  
2 transport of forest products. The State expressly  
3 agrees to close all roads from its remaining  
4 ownership in said township at the point of inter-  
5 section with the Huber Road for purposes other  
6 than administration and timber management.

7 b. Huber shall grant to the State, its suc-  
8 cessors and assigns a permanent right of access  
9 and use, without damaging same, for purposes de-  
10 scribed in Paragraph 4a, to the Huber Road, so-  
11 called, from its intersection with the Mattagamom  
12 Road in T. 6, R. 7 WELS to the south line of T.  
13 7, R. 8 WELS.

14 c. Huber shall grant to the State, its suc-  
15 cessors and assigns a permanent right of way,  
16 without damaging same, for all purposes, includ-  
17 ing public use, along the Scraggly Lake Road, so-  
18 called, north from its intersection with the  
19 Mattagamom Road in T. 6, R. 7 WELS, across the  
20 southwest corner of T. 7, R. 7 WELS, to a point  
21 where said road crosses the east line of T. 7, R.  
22 8 WELS.

23 T. 4, R. 3 BKPWKR:

24 d. Huber shall reserve for itself, its suc-  
25 cessors and assigns, for any and all purposes,  
26 including public use and the right to set and  
27 maintain poles for the transmission of electrical  
28 power and telephone signals, a permanent right of  
29 way, without damaging same, along the Stratton  
30 Brook Road, so-called, at two locations: (1) for  
31 a distance of 1,500 feet, where State ownership  
32 incorporates the intersection of said road and  
33 the Appalachian Trail and (2) from the intersec-  
34 tion of said road with Stratton Brook in T. 4, R.  
35 3 BKPWKR southeasterly to a point where said road  
36 crosses the south line of the township, said  
37 rights of way extending for a distance of 50 feet  
38 on either side of the centerline of the road.

39 e. Huber shall grant to the State, its suc-  
40 cessors and assigns a permanent right of way,  
41 without damaging same, to a 100-foot corridor  
42 connecting Rte. 16/27 to the Stratton Brook Road,

1 the location of said right of way to be estab-  
2 lished by mutual agreement, beginning at some  
3 point east of the intersection of the Stratton  
4 Brook Road with Rte. 16/27 and west of the inter-  
5 section of the Appalachian Trail with Rte 16/27.

6 f. The State shall grant to Charles  
7 Sleight, a camp lot owner within the Preserve,  
8 his heirs, successors and assigns a permanent  
9 right of access over an old management road lo-  
10 cated in the vicinity of his property to the  
11 Stratton Brook Road and thence to the public  
12 highway, and, further, the right, at his own ex-  
13 pense, to construct a spur at a mutually agreea-  
14 ble location, connecting his property to said  
15 management road, said spur to be of a design con-  
16 sistent with the primitive and remote character  
17 of the Preserve and as approved by the Director,  
18 Bureau of Public Lands.

19 g. The State shall reserve for itself, its  
20 successors and assigns the right of access and  
21 use for any and all purposes of the West Chapman  
22 Road extension, without damage to same, in Town-  
23 ship 10 Range 3 from a point where the road cross-  
24 ses the north town line to a point where the road  
25 crosses the west town line west of Huson Ridge as  
26 that road may be relocated in the future.

27 5. The term of this agreement shall commence on  
28 the day after the date of this agreement and shall  
29 continue until and including the date and time on  
30 which the documents of conveyance are exchanged,  
31 hereinafter referred to as the "closing date", which  
32 shall be within ninety (90) days following the effec-  
33 tive date of legislation authorizing the exchange of  
34 Lands upon the terms contained in this agreement. In  
35 the event that the State does not enact legislation  
36 authorizing this exchange of Lands by the close of  
37 the current session of the Legislature, this agree-  
38 ment shall terminate on that date, unless extended by  
39 mutual agreement of the parties.

40 6. The parties shall not engage in any activity  
41 or execute any instrument which would result in any  
42 further lease, right of way, easement, lien or encum-  
43 brance relating to the Lands during the term of this

1 agreement, without the express written consent of the  
2 other party.

3 7. During the term of this agreement, the cut-  
4 ting of timber on the Lands may be continued in ac-  
5 cordance with good commercial forestry practice, and  
6 only with the prior written approval of the grantee.  
7 Within sixty (60) days after the closing date, the  
8 grantee of the respective lands shall be paid by the  
9 grantor or its designee at going rates for all timber  
10 cut and sand and gravel removed from the Lands on or  
11 after the date of this agreement.

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

18 9. Each party agrees to use its best efforts to  
19 obtain and record in the appropriate registry of  
20 deeds, before or concurrent with closing, release or  
21 quit-claim deeds from all entities which own or pur-  
22 port to own any interest in timber and grass rights  
23 on the Public Lots of the State which are to be  
24 transferred to Huber.

25 10. With respect to those townships listed in  
26 Exhibit B, in which the State retains part of the  
27 Public Lots, which are, or may subsequently be deter-  
28 mined to be, unlocated, and concurrent with closing,  
29 the State shall agree in writing that the acreage  
30 listed in Exhibit B for conveyance to Huber is to be  
31 unlocated but to lie within that part or share of the  
32 township owned by Huber on the closing date immedi-  
33 ately after closing; and that the State will not lo-  
34 cate or partition, propose for location or partition,  
35 or agree to the location or partition of, any addi-  
36 tional Public Lot acreage in that part or share of  
37 the respective township owned by Huber on the closing  
38 date immediately after closing. In addition, each  
39 party agrees to use its best efforts to obtain a  
40 written agreement executed by all proprietors of the  
41 respective township, pursuant to Title 30 M.R.S.A. ss  
42 4151, that such remaining Public Lot acreage shall  
43 not be located within that part or share of the town-

1 ship owned by Huber.

2 11. Each party shall be responsible at its own  
3 expense for such title examination as that party  
4 wishes to conduct. In the event of title objections  
5 prior to the closing date, the objecting party shall  
6 give the other party written notice thereof at least  
7 ten (10) days prior to the closing date; and the other  
8 party shall use its best efforts to remove or re-  
9 solve the objections within a reasonable period of  
10 time, but neither party shall be obligated to spend  
11 more than \$1,000.00 for this purpose. Title defects  
12 or objections shall not include rights of way, ease-  
13 ments or leases, which do not materially interfere  
14 with the use of the property for commercial forestry  
15 or recreational purposes.

16 12. All property and excise taxes assessed  
17 against the lands shall be paid by the party owning  
18 the lands at the time of assessment.

19 13. Rental payments on all leases, mineral  
20 leases or mineral exploration permits on the lands  
21 shall be prorated as of the closing date. If either  
22 party receives payments of any amount which are due  
23 to the other party, pursuant to the preceding sen-  
24 tence, the party receiving such payments shall  
25 promptly remit them to the other party.

26 14. Each party shall deliver full possession of  
27 its Lands to the other party at the time of closing,  
28 except for existing leases and such other rights as  
29 may be reserved herein.

30 15. In the event that a substantial part of the  
31 standing timber on the entire Lands of either party  
32 is destroyed by fire, wind or other casualty (not in-  
33 cluding budworm damage) before the closing date, the  
34 grantee may elect not to accept such Lands, in which  
35 event closing shall be postponed and both parties  
36 agree to use their best efforts to find mutually ac-  
37 ceptable substitute Lands for that portion of the  
38 Lands on which the timber was destroyed. If the parties  
39 fail to find mutually acceptable substitute  
40 Lands within ninety (90) days of such destruction,  
41 this agreement shall terminate, unless otherwise ex-  
42 tended by mutual agreement of the parties. For the

1 purposes of this paragraph, "substantial" shall be  
2 deemed to mean five percent (5%) of the volume of  
3 merchantable standing timber.

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

16 17. The parties hereto are aware that legisla-  
17 tive authority is necessary for performance of the  
18 terms hereof and that similar approval must be gained  
19 by the Board of Directors of J.M. Huber Corporation;  
20 and that this agreement is therefore contingent upon  
21 the granting of such authorizations. Upon receipt of  
22 such authorizations, each party warrants to the other  
23 party that it has authority to execute this agreement  
24 and to carry out the transactions provided herein.

25 18. All amendments to this agreement shall be in  
26 writing and shall be executed by the parties hereto.

27 19. Either party may cancel this agreement or  
28 extend the closing date at any time before the deeds  
29 are delivered by giving written notice to the other  
30 party.

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



1 WITNESS:

STATE OF MAINE

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\_\_\_\_\_  
Richard B. Anderson,  
Commissioner  
Department of Conservation

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Robert H. Gardiner, Jr.,  
Director  
Bureau of Public Lands

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J.M. Huber Corporation

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EXHIBIT A

JM Huber Corporation to State of Maine

11R4 WELS U	2
10R4 WELS U-NE/4(E of Lk)	177
10R4 WELS U-SE/4(Bogan Brk)	83
4R3 BKPWKR (Wyman) L	4,274
Total	4,536

In addition, all of Huber'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 those listed in the letter of intent from Huber to the State, dated February 12, 1976, State of Maine Resolves, 1976, Chapter 46.

1 EXHIBIT B

2 State of Maine to JM Huber Corporation

3	7R7 WELS	L	206
4	7R7 WELS	U	200
5	6R9 NWP	U	267
6	9R3 WELS	U	42
7	10R3 WELS	U	1,000
8	7R8 WELS	L	1,212
9	6R8 WELS	L	481
10	3R7 WELS	L	698
11	6R7 WELS	U	72
12	7R7 WELS	L	720
13	3R7 WELS	L	302
14	9R4 WELS	U	211
15	11R4 WELS	U	500

16 Total 5,911

17 However, notwithstanding anything in this agree-  
18 ment, the State's right, title or interest in any and  
19 all state or county roads or great ponds in, on or  
20 over any of the lands set forth in exhibit B of this  
21 agreement is excepted and reserved to the State.

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AGREEMENT TO PURCHASE

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WITNESS THIS AGREEMENT dated March 3, 1986, between the State of Maine (acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands) and Erwest Hartford (hereinafter referred to as the Grantee), a resident of Massachusetts with a place of business in T. 24 MD, Maine:

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1. For the consideration of \$47,000, the State of Maine agrees to convey all of its right, title and interest in certain Public Reserved Lands located in Township 24 MD, Washington County, to the Grantee.

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2. Said land is comprised of 320 acres, originally described as the "Minister's Lot" reserved in the deed of William Bingham, dated January 28, 1793 and recorded in Volume 6, Page 5 (Massachusetts Deeds) at the State Archives, also shown in Plan Book 18A, Page 11 (prepared by Rufus Putnam) which resides at the State Archives. Attached as Exhibit A is a map prepared by the Bureau of Public Lands, drawn to scale from the earlier Putnam work. This parcel of land should not be confused with the adjoining "Ministry Lot", improperly identified as the "Minister's Lot" in a deed from the State of Maine to MMH Associates, dated December 20, 1984.

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3. Payment for said land will consist of (A) a downpayment of \$40,000 due at closing, followed by (B) annual payments of \$2,000.00 applied to the remaining principal, plus interest at the annual, simple rate of 10 percent on the remaining unpaid balance, due December 31 of each year. This payment schedule shall not exceed a period of four years.

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4. Upon closing of this transaction, the Grantee shall be absolved from all rental obligations as of January 1, 1986.

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

1 Board of Commissioners. Closing of this transaction  
2 shall be within 30 days following the date upon which  
3 authorizing legislation becomes effective.

4 6. It is hereby certified that the transaction  
5 contemplated by this agreement has been approved by  
6 the Governor of the State of Maine, the Honorable  
7 Joseph E. Brennan.

8 7. In the event that the Grantee defaults on  
9 payment, as described in Paragraph 3, in any one  
10 year, the Director may, at his discretion, terminate  
11 this agreement and cause said property to revert to  
12 the State of Maine.

13 Witnessed:

STATE OF MAINE:

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RICHARD B. ANDERSON,  
Commissioner  
Department of Conservation

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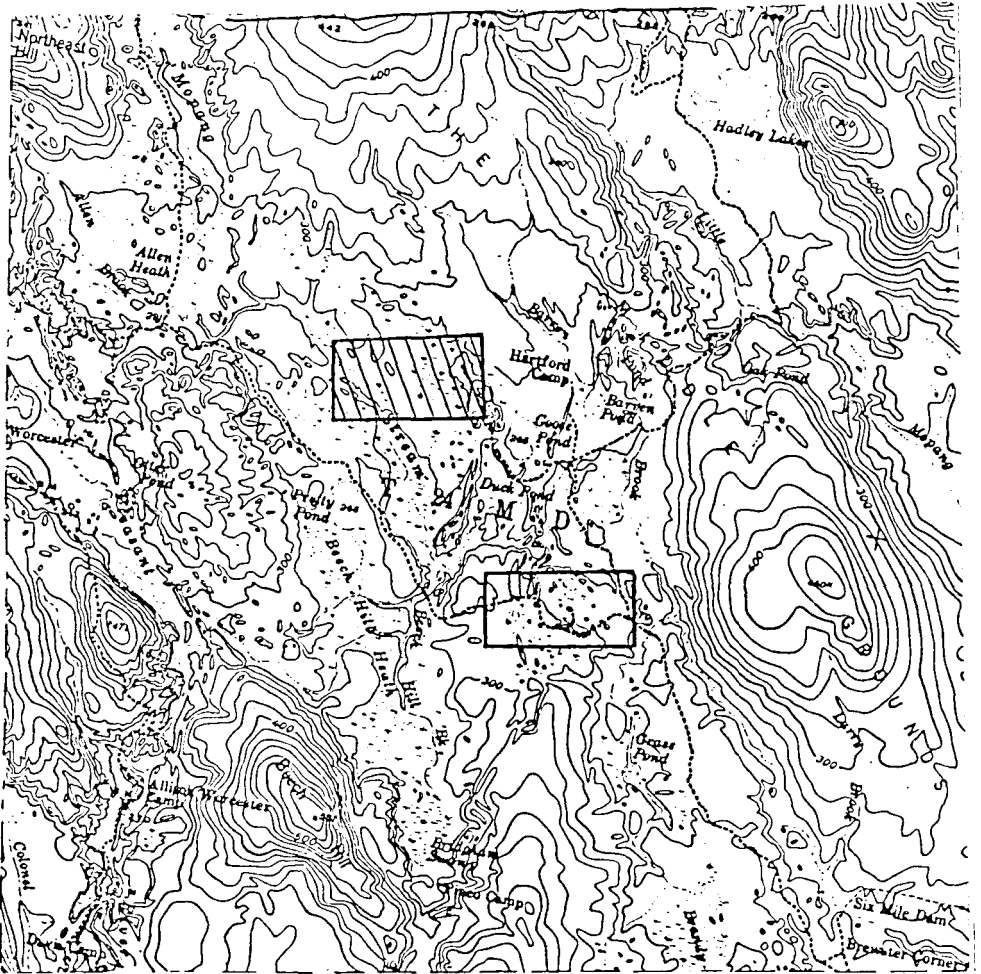
\_\_\_\_\_  
ROBERT H. GARDINER, JR.,  
Director  
Bureau of Public Lands

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THE GRANTEE:

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ERWEST HARTFORD



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STATEMENT OF FACT

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The principal purpose of these transactions is to enhance the Public Reserved Lands System and further the goals of consolidating the system into large tracts of multiple use land. In each of the transactions contemplated by this legislation, this and other purposes are fulfilled as follows:

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The Nature Conservancy: the State of Maine will acquire valuable recreational land along the Allagash Wilderness Waterway, while consolidating several thousand acres of scattered public lots and facilitating The Nature Conservancy's efforts to preserve some 3,800 acres of old-growth forest.

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J.M. Huber Corporation: this exchange will complete the State's acquisition of land in the Bigelow Preserve, an effort undertaken more than a decade ago in response to popular referendum.

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Erwest Hartford: This sale of blueberry land in T. 24 MD follows a similar transaction approved by the Legislature, Resolves 1983, chapter 87, in which the State acted to correct a historic defect in a private title. Divestiture of this land, which is of little multiple-use value, will afford the State an opportunity to add other land, more suitable for public use and enjoyment, to the Public Reserved Lands System.

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