

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)

FIRST REGULAR SESSION

ONE HUNDRED AND THIRTEENTH LEGISLATURE

Legislative Document

No. 1443

S.P. 480

In Senate, May 6, 1987

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

JOY J. O'BRIEN, Secretary of the Senate
Presented by Senator COLLINS of Aroostook.

Cosponsored by Representative DEXTER of Kingfield,
Representative MICHAUD of East Millinocket, Speaker MARTIN of
Eagle Lake.

STATE OF MAINE

IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND EIGHTY-SEVEN

Resolve, Authorizing the Sale of Certain
Public Reserved Lands.

1
2
3

4 Director of the Bureau of Public Lands authorized
5 to consummate sale. Resolved: That the Director of
6 the Bureau of Public Lands is authorized to consum-
7 mate the sale of certain Public Reserved Lands, as
8 provided in the attached agreement with the Little
9 Madawaska Campowners Association, Town of
10 Carrabassett Valley, Somerset County, Central Maine
11 Power Company and Parker S. and Irene Laite. Not-
12 withstanding any provisions of the attached agree-
13 ments, the State shall not convey any land or inter-
14 est therein which comprises a public road of a great
15 pond. All money received from the sale of Public Re-
16 served Lands shall be deposited in the Public Re-
17 served Lands Acquisition Fund to be used exclusively

1 for the purchase of additional land for the system.

2 Bureau of Public Lands

3 DEPARTMENT OF CONSERVATION

4 PURCHASE AND SALES AGREEMENT

5 Westmanland

6 This agreement is by and between the State of
7 Maine, acting through its Bureau of Public Lands, De-
8 partment of Conservation (hereinafter referred to as
9 the "State"), and ALLEN HUNTER, MAURICE LEVESQUE,
10 GERRY PANGBURN, KEITH MAYNE, and GALEN HATHAWAY, as
11 agents acting on behalf of all those lessees of
12 camplots 1-64 on the Public Reserved Lands in
13 Westmanland, Aroostook County, Maine, as listed in
14 Exhibit A attached hereto (hereinafter referred to
15 collectively as the "Grantees"), in accordance with
16 the provisions of 30 M.R.S.A., §4169 and subject to
17 the following terms and conditions:

18 1. Subject to the terms hereof, the State shall
19 convey all of its right, title and interest in and to
20 those camplots on the Public Reserved Lands of
21 Westmanland (hereinafter referred to as the
22 "premises"), the approximate area of which is shown
23 on Exhibits B1 through B7 attached hereto, excepting
24 and reserving (a) for administrative purposes and
25 land and timber management a right-of-way along the
26 road now serving Lots 1 through 64, and 50' rights-
27 of-way across the lands behind the original camplots
28 of Lots 14, 24, 41, and 47, and (b) any and all sub-
29 merged land as may now or hereafter be the property
30 of the citizens of the State of Maine.

31 2. The conveyance of the camplots forming the
32 premises shall be by deed(s) to the respective lessee
33 or lessees of each camplot, to an association of own-
34 ers or as the Grantees may otherwise direct. No fur-

1 ther obligation of the State of Maine, expressed or
2 implied, is contained in this Agreement; and the parties
3 to this Agreement do hereby waive all claims or
4 causes of action against the State of Maine, its
5 agents or employees, relating to its or their management,
6 ownership or administration of the premises.

7 3. Grantees shall, at the time of closing, pay
8 to the State of Maine the sum of \$227,000.00 by certified
9 or bank check payable to the Treasurer of the
10 State of Maine. The Grantees shall also, prior to
11 closing, arrange and pay for surveys, legal descriptions
12 and deeds for the premises in a form satisfactory
13 to the State.

14 4. The State shall convey the property by
15 quit-claim deed or deeds without covenant.

16 5. The date of closing shall be within 30 days
17 following the effective date of legislation authorizing
18 this sale (the effective date is 90 days following
19 adjournment of the Legislature), unless otherwise
20 determined by mutual agreement of the parties.

21 6. If for any reason the Grantees shall fail to
22 meet the terms of this Agreement, in whole or in
23 part, the Agreement shall be terminated, subject to
24 renegotiation at the discretion of the Director of
25 the Bureau. The Grantees understand that this Agreement
26 is not severable and that the entire purchase
27 price will be due and all the terms hereof must be
28 complied with in order for the State to convey any of
29 the lots comprising the premises.

30 7. The Grantees hereby acknowledge that they
31 have had an opportunity to inspect the property and
32 that they understand and accept the terms of sale as
33 represented herein.

34 8. The parties hereby acknowledge that legislative
35 authority is necessary to permit the terms hereof
36 to be performed by the State, and that this Agreement,
37 therefore, is made contingent upon the granting
38 of such authority. In the event that the 113th regular
39 session of the Legislature does not approve legislation
40 authorizing this sale, this Agreement shall
41 terminate on the date of legislative adjournment of
42 the regular session in 1987.

1 9. The Grantees hereby certify that they have
2 full power and authority to act on behalf of all the
3 individual lot owners, as shown in Exhibit A, and
4 that their signature affixed hereto binds all of such
5 lot owners, jointly and severally, to the terms of
6 this Agreement. In the event that any party, includ-
7 ing any of those individual lot owners listed in Ex-
8 hibit A, shall default for any reason, in whole or in
9 part, the Agreement shall be terminated, subject to
10 renegotiation by the Director of the Bureau at his
11 sole discretion.

12 10. The individual parcels conveyed under au-
13 thority of this Agreement shall not be further subdivi-
14 ded for any purpose; nor shall more than one resi-
15 dential structure occupy any parcel or lot. Land,
16 which is additional to that within the lots as cur-
17 rently leased, shall be granted for purposes of waste
18 disposal or for the development of outbuildings inci-
19 dental to the use of the property; provided that all
20 land granted hereunder shall be within the area shown
21 on Exhibits B1 through B7 attached hereto.

22 11. The Grantees accept the premises and any im-
23 provements thereon "as is", and without any represen-
24 tation or warranty as to any of the property, its
25 condition or any matter not explicitly provided for
26 in the Agreement. If any approval or permit of any
27 governmental entity is necessary to the conveyance of
28 the premises as provided for herein, the Grantees
29 will make all arrangements, at their cost, to secure
30 such approval(s) or permit(s), and the State shall
31 cooperate in connection therewith but without cost to
32 it.

1 12. This document constitutes the entire agree-
2 ment between the parties; all amendments shall be in
3 writing and executed by the parties hereto.

4 FOR THE STATE:

FOR THE GRANTEES:

5
6 Robert H. Gardiner, Jr.

E. Allen Hunter
P.O. Box 665
Caribou, ME 04736

7
8
9 Date: _____

Date: _____

10
11 Maurice Levesque
12 29 Russ Street
13 Caribou, ME 04736

14 Date: _____

15
16 Gerry Pangburn
17 P.O. Box 441
18 Washburn, ME 04786

19 Date: _____

20
21 Galen Hathaway
22 P.O. Box 1106
23 Caribou, ME 04736

24 Date: _____

25
26 Keith H. Mayne
27 RFD 1, Box 142
28 New Sweden, ME 04762

29 Date: _____

30 ACKNOWLEDGED: Person-
31 ally appeared Robert E.
32 Gardiner, Jr. and ac-
33 knowledged the above

ACKNOWLEDGED: Per-
sonally appeared E.
Allen Hunter, who ac-
knowledged the fore-

1 to be his free act and
2 deed in his said ca-
3 pacity and the free
4 act and deed of the
5 State of Maine.

going instrument by
him signed to be his
free act and deed.

6
7 Bruce F. Lincoln
8 Notary Public
9 My Commission Expires:
10 5/2/91

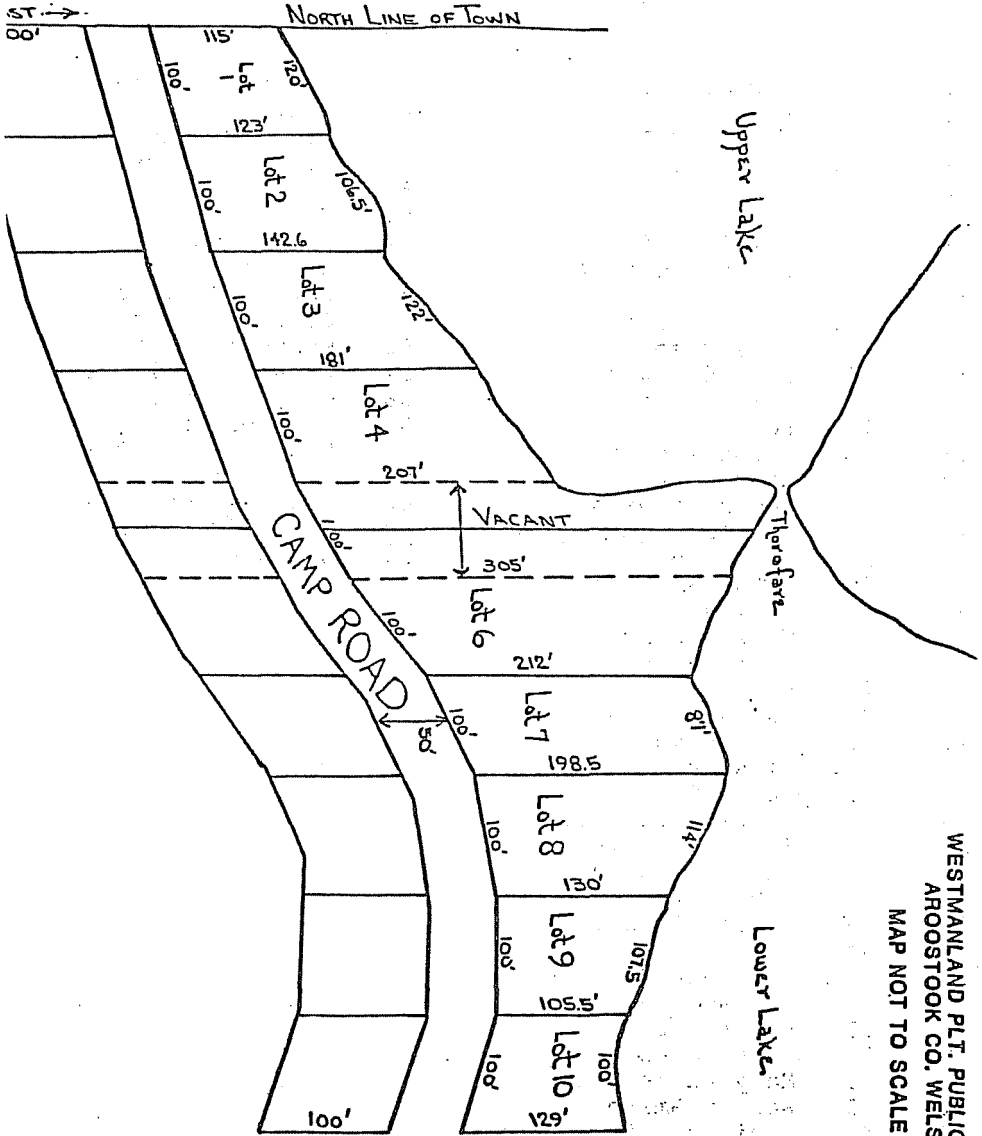
Notary Public
My Commission Expires:
11/3/90

11 Date: _____

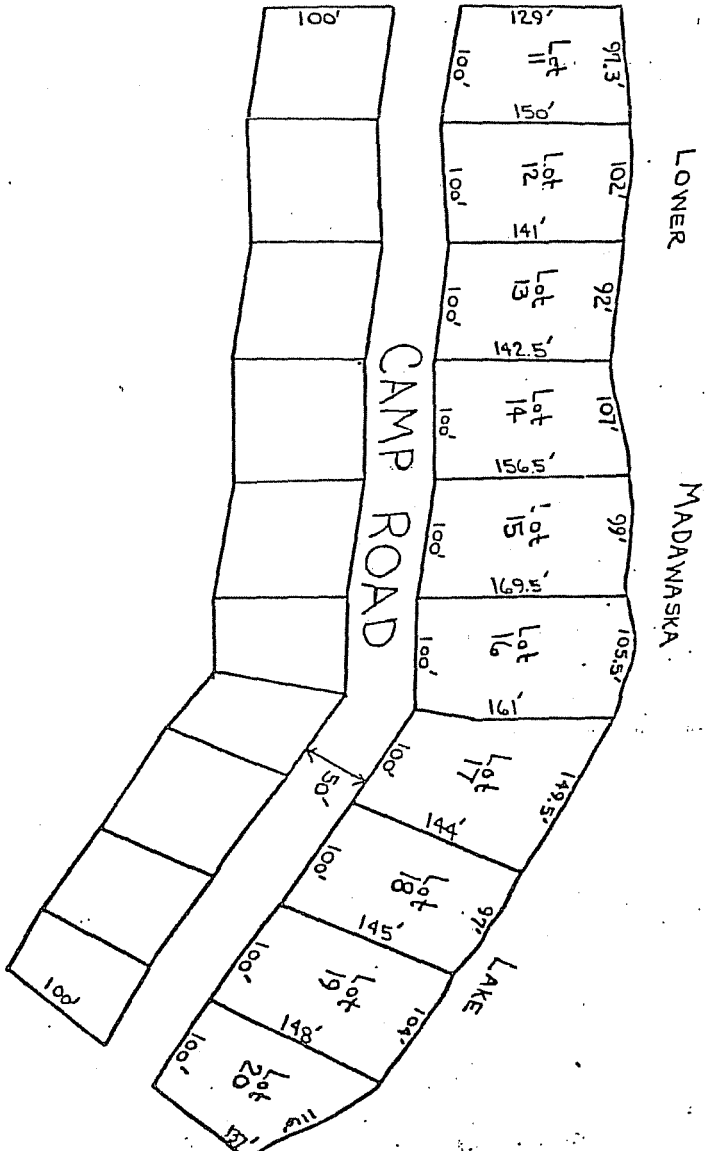
1

EXHIBIT A

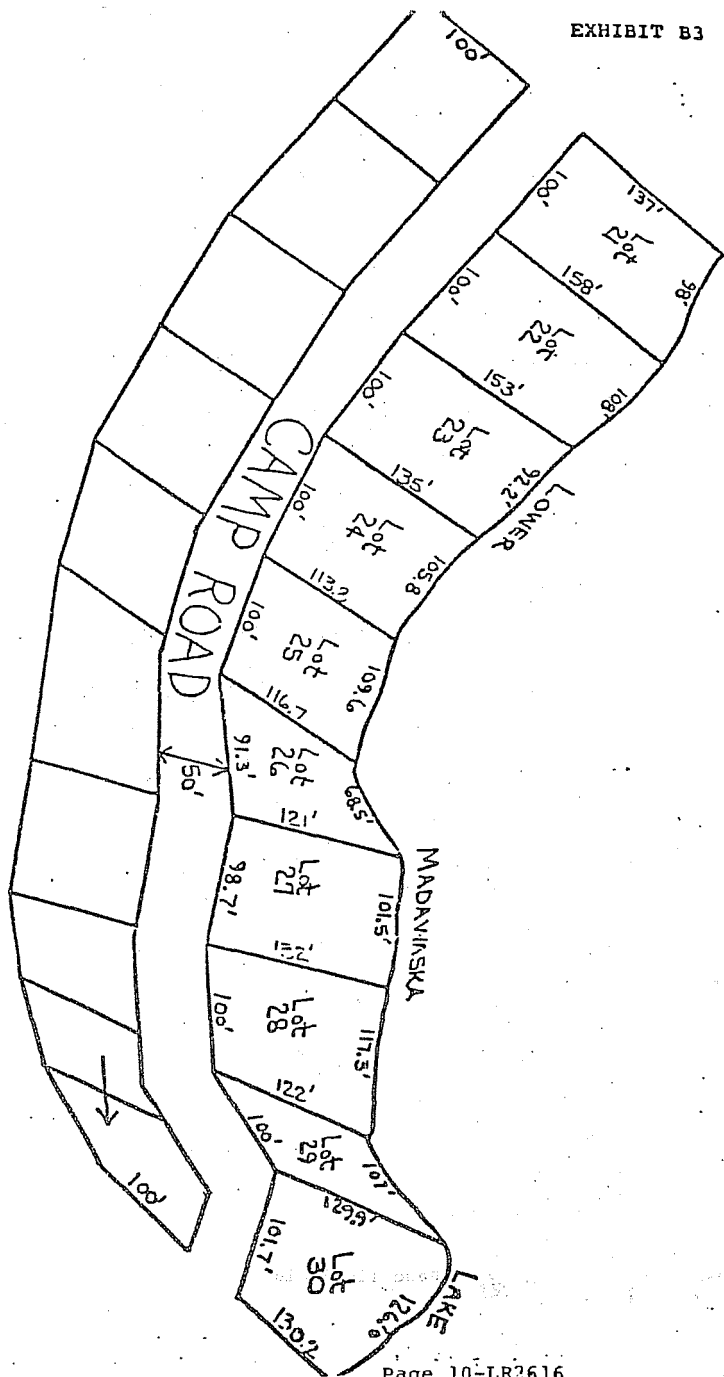
- | | | | | |
|----|-----|---------------------|-----|-------------------|
| 2 | 1. | Michael Doody | 46. | Robert Fitzgerald |
| 3 | 2. | Milo Haney | 47. | Maurice Monson |
| 4 | 3. | Reginald LaChance | 48. | Joseph Lagasse |
| 5 | 4. | Tim Cullins | 49. | Loretta Woods |
| 6 | 5. | Vacant | 50. | Jerry Pelletier |
| 7 | 6. | Roger Simon | 51. | Keith Mayne |
| 8 | 7. | William Bishop | 52. | Galen West |
| 9 | 8. | Kenneth Gordon | 53. | William Stedt |
| 10 | 9. | Vincent Sjoberg | 54. | Adrain Ostlund |
| 11 | 10. | Robert Grossenbauch | 55. | John Hotelling |
| 12 | 11. | Jere Green | 56. | Wendell Caverhill |
| 13 | 12. | Donald Towle | 57. | Edward Ouellette |
| 14 | 13. | Dale Holms | 58. | Gary Cleaves |
| 15 | 14. | Edgar Doak | 59. | Linwood Lord |
| 16 | 15. | Eldon Michael | 60. | Mrs. Olive Beaton |
| 17 | 16. | Raymond Peterson | 61. | Sam Rogers |
| 18 | 17. | Eugene Alward | 62. | Maurice Levesque |
| 19 | 18. | Charles McLaughlin | 63. | Norman Beaupre |
| 20 | 19. | Albert Boyce | 64. | Allen Hunter |
| 21 | 20. | Neta LaChance | | |
| 22 | 21. | Loomis Fitzherbert | | |
| 23 | 22. | Mabel Kennedy | | |
| 24 | 23. | Gerry A. Pangburn | | |
| 25 | 24. | Lawrence Johnson | | |
| 26 | 25. | Murray Duncan | | |
| 27 | 26. | Jack Flynn | | |
| 28 | 27. | Winston Marshall | | |
| 29 | 28. | Helen Carlson | | |
| 30 | 29. | Warren Rockwell | | |
| 31 | 30. | Howard Williams | | |
| 32 | 31. | Carl Sjoberg | | |
| 33 | 32. | John Nazzaro | | |
| 34 | 33. | Deleen Johnson | | |
| 35 | 34. | Roger Fosdick | | |
| 36 | 35. | Lawrence Beaulieu | | |
| 37 | 36. | Parish Lane | | |
| 38 | 37. | Vivian Brown | | |
| 39 | 38. | Lloyd Grant | | |
| 40 | 39. | Mary White | | |
| 41 | 40. | Wesley Smith | | |
| 42 | 41. | Dweight Flewelling | | |
| 43 | 42. | James Wheatherhead | | |
| 44 | 43. | Harold Ouellette | | |
| 45 | 44. | Paul Pohlman | | |
| 46 | 45. | " " " " | | |



WESTMANLAND P.L.T. PUBLIC LOT
 AROOSTOOK CO. WELS
 MAP NOT TO SCALE

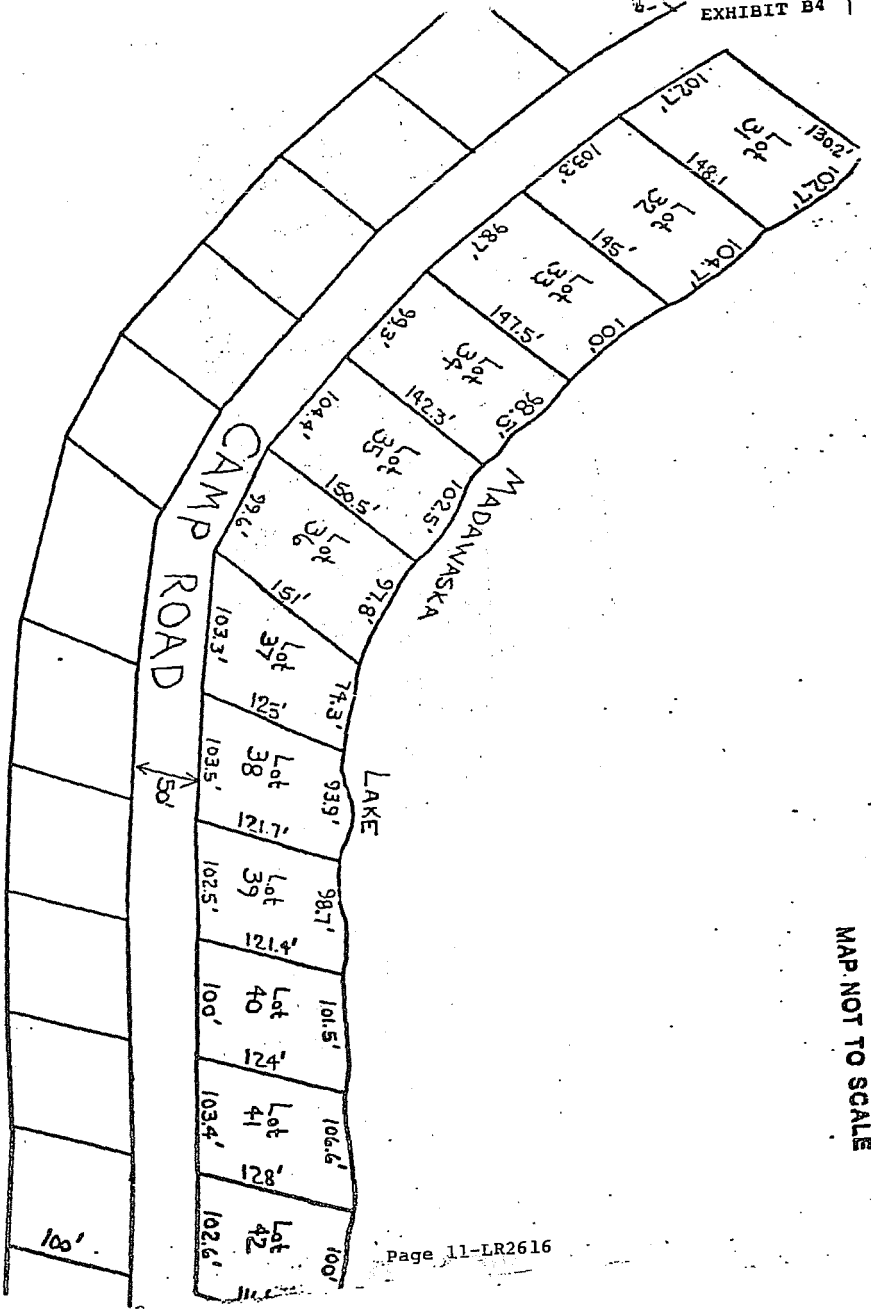


WESTMANLAND PLT. PUBLIC LOT.
 AROOSTOOK CO. WELS
 MAP NOT TO SCALE

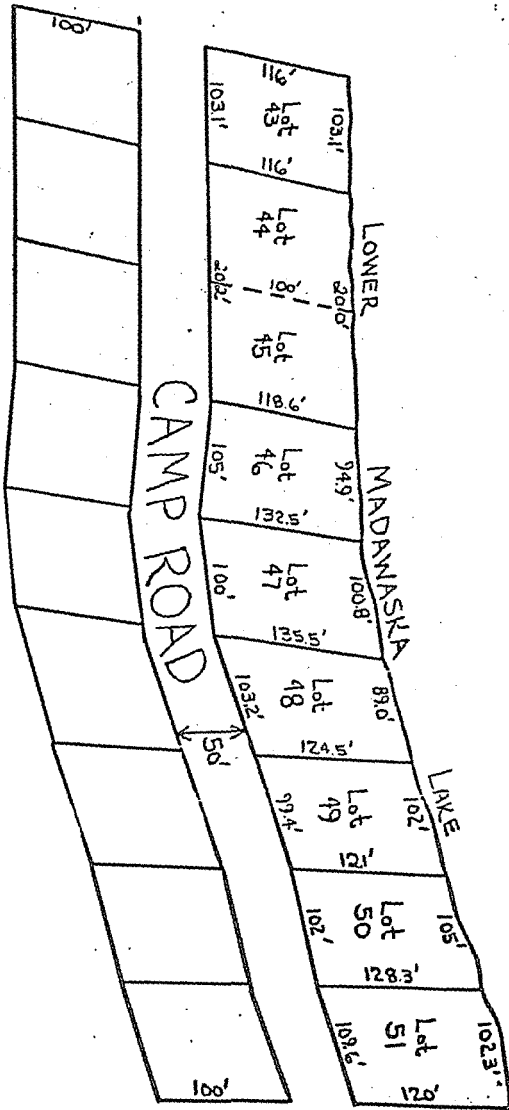


WESTMANLAND PLT. PUBLIC LOT
AROSTOOK CO. WELS
MAP NOT TO SCALE



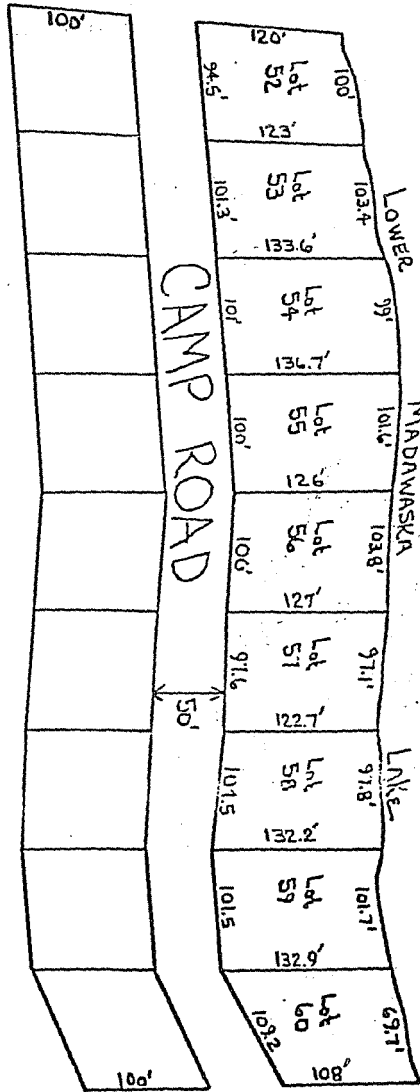


WESTMANLAND PLATTING COMPANY
 AROOSTOOK CO., WELLS
 MAP NOT TO SCALE



WESTMANLAND P.L.T. PUBLIC LOT
 AROOSTOOK CO. WELS
 MAP NOT TO SCALE

N



WESTMANLAND PLT. PUBLIC LOT
 AROOSTOOK CO. WELLS
 MAP NOT TO SCALE

1

PURCHASE AND SALE AGREEMENT

2

3

4

5

6

7

8

9

This agreement is by and between the Bureau of Public Lands, Department of Conservation, acting as the agent of the State of Maine (hereafter known as the "Seller"), and the Town of Carrabassett Valley, an organized township within the State of Maine, (hereafter known as the "Buyer"), in accordance with the provisions of 30 MRSA ss 4169 (1), subject to the following terms and conditions:

10

11

12

13

14

1. Purpose. Under the provisions contained herein, the Seller agrees to sell and the Buyer agrees to purchase certain Public Reserved Lands as described in paragraph 3, located within the municipal boundary of Carrabassett Valley.

15

16

17

18

19

20

21

22

23

2. Term. The term of this agreement shall commence upon approval by the Seller and shall continue, unless earlier terminated hereunder until the date of delivery of the deed under paragraph 6 hereof, provided that the agreement is approved by the 113th regular session of the Legislature. If such approval is not forthcoming, this agreement shall be considered terminated and the provisions contained herein shall no longer bind the parties.

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

3. The Property. The property to be sold (hereafter known as "the property") consists of 1,243 acres, more or less, of Public Reserved Land, as shown in Exhibit A, that being the same land as was reserved by the State of Maine for public purposes in a deed to William Bingham dated January 28, 1793, and recorded at the State Archives in Volume 6, Pps. 37-41 (Massachusetts deed) --excepting and reserving from said property a parcel of approximately 37 acres, that being the same parcel which the Seller has or will be conveying to the Carrabassett Valley Campowners Association and/or individual members thereof under the authority of Chapter 40, Resolves of 1985, a description of which is attached hereto as Exhibit B.

39

40

41

4. Consideration. The purchase price for the property is \$372,900 in cash, reflecting an appraised value of \$300 per acre.

1 5. Instrument of Conveyance. The Seller will
2 convey all of its right, title and interest in the
3 property by quit claim deed without covenant.

4 6. Closing. The closing shall occur within 60
5 days following the effective date of legislation au-
6 thORIZING the sale unless extended by the consent of
7 the Buyer and Seller. At closing, the Buyer shall
8 pay to the seller one fifth of the purchase price.
9 In each of the next four years on the anniversary of
10 the closing, the buyer shall pay an additional one
11 fifth of the purchase price plus interest on the en-
12 tire unpaid balance since the previous payment. In-
13 terest shall be payable at the annual rate of inter-
14 est which the State Treasurer's investments of the
15 Public Reserved Lands Acquisition Fund were earning
16 at the commencement of that period. There shall be
17 no penalties for earlier payments which reduce or
18 eliminate the balance of the purchase price. Title
19 to the property shall be held by the Seller until the
20 final payment is made, at which time it shall be con-
21 veyed to the Buyer as provided in paragraph 5. Fail-
22 ure to make any payment on time shall be cause for
23 termination of this agreement. Under such circum-
24 stances as liquidated damages the Bureau shall keep
25 15% of the principal payments that have been received
26 plus all interest payments and shall return the re-
27 maining 85% of the principal payments received to the
28 Buyer. Upon delivery of the deed, the lease agree-
29 ment in effect at the time between the Buyer and
30 Seller shall terminate, but it shall continue in ef-
31 fect until that time.

32 7. Ongoing Management Operations. Any manage-
33 ment operations, including without limitation timber
34 harvesting operations, which the Seller may have
35 scheduled prior to the signing of this agreement
36 shall be allowed to proceed and all revenue deriving
37 therefrom shall accrue to the Seller until the date
38 of delivery of the deed. The Seller will not, howev-
39 er, schedule any new management operations after this
40 agreement is in effect.

41 8. Restrictions. Conveyance of the property
42 shall be subject to the following deed restriction:

43 "The Town of Carrabassett Valley shall in

1 perpetuity retain title to the property and shall
2 not sell or otherwise transfer any interest, in
3 whole or in part, therein. The property shall
4 remain open and available for use and enjoyment
5 by the public at large. Use of the property
6 shall be dedicated for purposes of public outdoor
7 recreation, including without limitation natural
8 history study, hiking, camping, other than in mo-
9 tor vehicles, cross-country skiing, fishing,
10 fisheries and wildlife management, skating, and
11 attendant roads and parking; provided that the
12 property shall be maintained in an essentially
13 natural and undeveloped condition --except that
14 up to 15 contiguous acres in the aggregate, in-
15 cluding any development now in existence, may be
16 developed, for any municipality sponsored public
17 outdoor recreational facility to be used for the
18 purposes herein provided. Expressly prohibited
19 are any of the following uses: residential de-
20 velopment of any type, development for overnight
21 accommodations (except camping), development for
22 any type of commercial service center, shops,
23 restaurants, or other commercial development or
24 development for any purpose which will change the
25 natural character of the area. Failure to comply
26 with any of the conditions or restrictions, in
27 whole or in part, contained herein shall cause
28 the property to revert to the Seller."

29 It is acknowledged that developers of the lands
30 immediately abutting the west line of the property
31 may have inaccurately established the boundary line
32 of the property, causing development to occur improp-
33 erly on a portion of the property. It is agreed that
34 the Buyer and/or Seller may sell or exchange lands
35 that have been improved and built upon as of the date
36 of this agreement in settlement of this defect. Such
37 developed portions shall not be covered by the above
38 deed restriction.

39 9. Examination of Title. It shall be the re-
40 sponsibility of the Buyer prior to closing under par-
41 agraph 6 to examine title and any other conditions of
42 the property prior to the date of closing. In the
43 event that title defects are found, the Seller shall,
44 upon notification, make a reasonable effort to re-
45 solve such defects; but the Seller shall not be re-

1 quired to spend more than \$1,000 for this purpose.
2 If any title defects remain, the Buyer may proceed
3 with all its obligations under this agreement and
4 shall receive such title as Seller has to give, or
5 Buyer may terminate this agreement by giving notice
6 to Seller prior to closing under paragraph 6.

7 10. Certification of Authority. By their
8 signatures hereon, the parties to this agreement cer-
9 tify that they have the authority to conclude this
10 agreement on behalf of their principals, subject to
11 the approvals called for under sections 2 and 11.

12 11. Approval by the Parties. The parties hereby
13 acknowledge that both the Legislature of the State of
14 Maine and the Legislative Body of the Town of
15 Carrabassett Valley must approve the provisions of
16 this agreement prior to its being carried out, as
17 provided in Paragraph 6.

18 12. Entire Agreement. This document contains
19 the entire agreement and no other representation, ex-
20 cept as this agreement may be amended in writing
21 signed by the parties, shall be binding upon the par-
22 ties.

23 WITNESS:

STATE OF MAINE

24
25
26
27
28

ROBERT LABONTA Date
Commissioner
Department of Conserva-
tion

29
30
31
32
33

ROBERT H. GARDINER, Jr.
Date
Director
Bureau of Public Lands

1

CARRABASSETT VALLEY

2

3

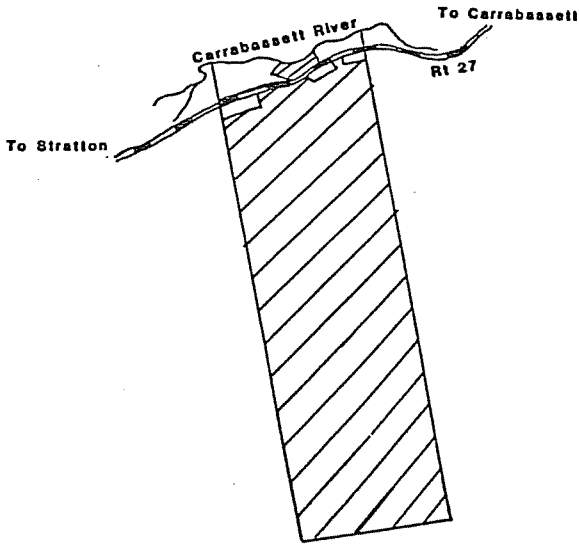
4

5

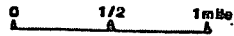
PRESTON L. JORDAN Date
 Town Manager
 Carrabasset Valley

CARRABASSETT PROPERTY
State of Maine

EXHIBIT A.



SUGARLOAF MTH.
○



1
2
3
4
5
6
7

EXHIBIT B

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

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

13 Being lots numbered:

14 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 23,
15 19, 20, 22, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35,
16 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 50, 51, 53,
17 54, 55, 56, 59, 60, 61, 62, 64 and 65 is more partic-
18 ularly shown on a plan entitled "Land of State of
19 Maine to be Conveyed to the Members of the Campbell
20 Field Area Association" which plan was prepared by D.
21 Bruce Verrill Associates, Inc., and dated April 1985,
22 which plan is to be recorded in the Franklin County
23 Registry of Deeds.

1 Bureau of Public Land
2 DEPARTMENT OF CONSERVATION

3 PURCHASE AND SALES AGREEMENT

4 Skowhegan

5 This agreement is by and between the State of
6 Maine, acting through its Bureau of Public Lands, De-
7 partment of Conservation (hereinafter referred to as
8 the "State"), and Charles J. Carpenter, Chairman of
9 the Somerset County Commissioners, as an agent acting
10 on behalf of the County of Somerset (hereinafter re-
11 ferred to as the "Grantee"), in accordance with the
12 provisions of 30 MRSa ss 4169 and subject to the fol-
13 lowing terms and conditions:

14 (1) Subject to the terms hereof, the State shall
15 convey all of its right, title and interest in and to
16 those two buildings and lot on the Public Lands of
17 Skowhegan (hereinafter referred to as the
18 "premises"), as described in Exhibit A, the approxi-
19 mate location of which is shown on Exhibit B attached
20 hereto.

21 (2) The conveyance of the buildings and lot
22 forming the premises shall be by deed to the County
23 of Somerset. No further obligation of the State of
24 Maine, expressed or implied, is contained in this
25 Agreement; and the County does hereby waive all
26 claims or causes of action against the State of
27 Maine, its agents or employees, relating to its or
28 their management, ownership or administration of the
29 premises.

30 (3) Grantee shall at the time of closing, pay to
31 the State of Maine the sum of \$7,800 by certified or
32 bank check payable to the Treasurer of the State of
33 Maine. The Grantee shall also, prior to closing, ar-
34 range and pay for a survey, legal description and
35 deed for the premises in a form satisfactory to the
36 State.

37 (4) The State shall convey the property by quit-
38 claim deed without covenant.

1 (5) The date of closing shall be within 30 days
2 following the effective date of legislation authorizing
3 this sale (the effective date is 90 days following
4 adjournment of the Legislature.)

5 (6) If for any reason the Grantee shall fail to
6 meet the terms of this Agreement, in whole or in
7 part, the agreement shall be terminated, subject to
8 renegotiation at the discretion of the Director of
9 the Bureau.

10 (7) The Grantee hereby acknowledges that he has
11 had an opportunity to inspect the property or has
12 voluntarily waived such opportunity and that he un-
13 derstands and accepts the property and the terms of
14 sale as represented herein.

15 (8) The parties hereby acknowledge that Legisla-
16 tive authority is necessary to permit the terms here-
17 of to be performed by the State, and that this Agree-
18 ment, therefore, is made contingent upon the granting
19 of such authority. In the event that the 113th regu-
20 lar session of the Legislature does not approve leg-
21 islation authorizing this sale, this Agreement shall
22 terminate on the date of legislative adjournment of
23 the regular session in 1987.

24 (9) The Grantee hereby certifies that he has
25 full power and authority to act on behalf of the
26 County and that his signature affixed hereto binds
27 the County to the terms of this agreement. In the
28 event the County shall default for any reason, in
29 whole or in part, the agreement shall be terminated,
30 subject to renegotiation by the Director of the Bu-
31 reau at his sole discretion.

32 (10) The Grantee accepts the premises and any
33 improvements thereon "as is", and without any repre-
34 sentation or warranty as to any of the property, its
35 condition or any matter not explicitly provided for
36 in this Agreement. If any approval or permit of any
37 governmental entity is necessary to the conveyance of
38 the premises as provided for herein, the Grantee will
39 make all arrangements, at its cost, to secure such
40 approval(s) or permit(s), and the State shall cooper-
41 ate in connection therewith but without cost to it.

1 (11) This document constitutes the entire agree-
2 ment between the parties; all amendments shall be in
3 writing and executed by the parties hereto.

4 FOR THE STATE:

FOR THE GRANTEE:

5
6 Robert H. Gardiner, Jr.
7 Director
8 Bureau of Public Lands
9

Charles J. Carpenter
P.O. Box 400
25 Madison Avenue
Skowhegan, Maine 04976

10 DATE: _____

DATE: _____

EXHIBIT "A"

1

2

3

4

5

6

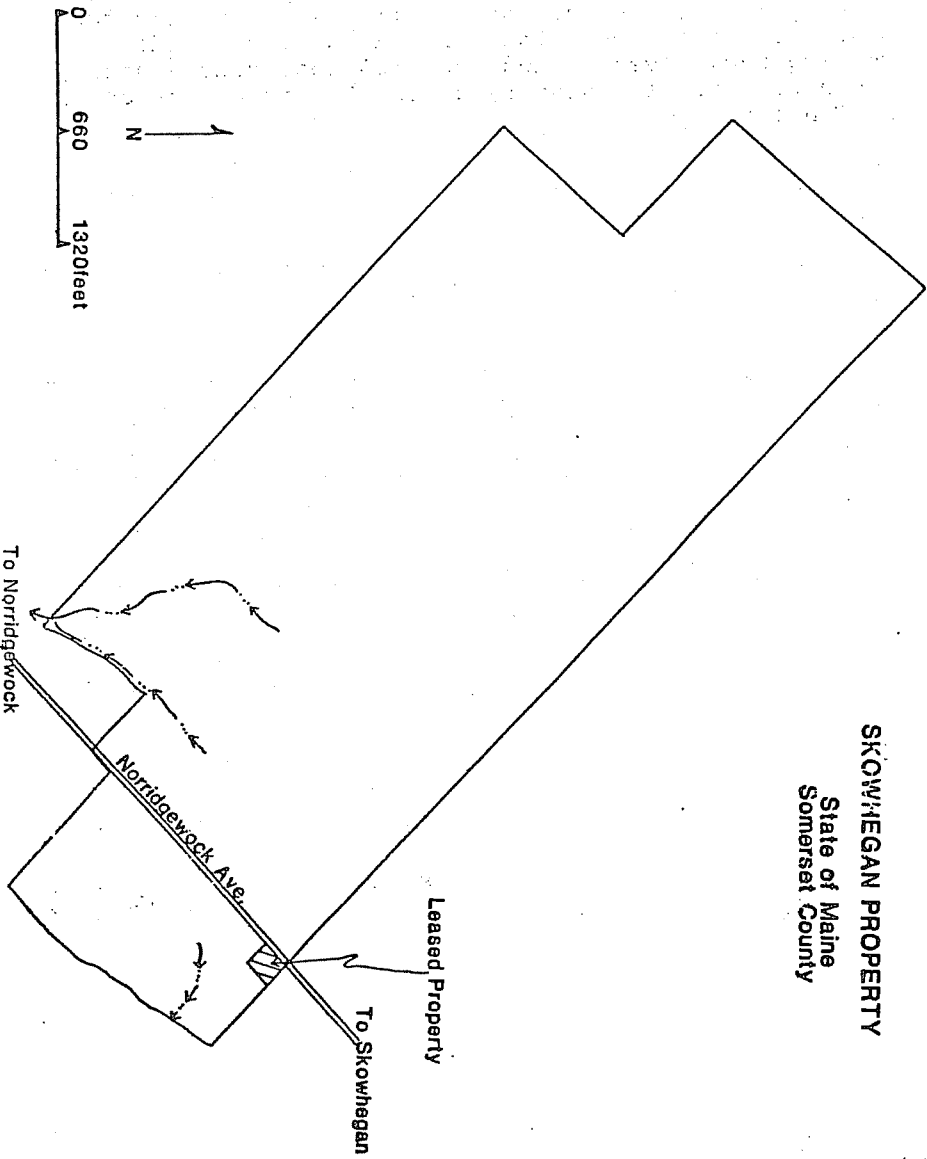
7

8

A portion of the Skowhegan Public Lot with two buildings thereon, said parcel being approximately 150 feet by 125 feet. Said parcel lies with one 150 foot side abutting on the southeasterly side of Norridgewock Avenue and one 125 foot side abutting the northeasterly boundary of the Public Lot as shown in Exhibit "B".

EXHIBIT B

SKOWHEGAN PROPERTY
State of Maine
Somerset County



1
2
3
4
5
6
7
8
9
10
11
12
13

PURCHASE AND SALES AGREEMENT

This Agreement is made this day of , 1987, 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 CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at Augusta, Maine, hereinafter referred to as "CMP".

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

17 1. State agrees (a) to convey to CMP all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein reserving the limited right to cross or recross with men and equipment the lands and interests conveyed herein from and to the proximal, adjacent, or contiguous lands owned by the State, now or in the future, in whole or in part, for purposes reasonably related to the State's land management, commercial forestry, or similar activities therein; provided that such rights shall not unreasonably interfere with CMP's use of the land conveyed to it; (b) to convey to CMP perpetual right to flow the State's lands between the 955 and 960 foot U.S.G.S. Datum contour elevation in T 1, R 7 BKP WKR and T 1, R6 BKP WKR for purposes of operating the so called Harris Station dam; and (c) to deliver to CMP the separate Release and Covenant Not to Sue agreement in the terms provided in Exhibit B attached hereto and incorporated herein.

36 2. CMP agrees to pay to the State the sum of one hundred eighty-eight thousand, seven hundred fifty-five dollars (\$188,755.00) for the properties and rights described above and in Exhibit A attached hereto and incorporated herein, and for the settlement of all claims that the State may have against CMP or CMP's contractors, agents, employees, and all other entities with which CMP has acted in concert or

1 by contract, with the officers, employers, agents and
2 other representatives of the foregoing, relating to
3 any and all alleged wrongful or unauthorized use,
4 harvesting of wood, removal of gravel or other re-
5 sources, or any other acts occurring on, or with re-
6 spect to the properties described above. In addi-
7 tion, CMP agrees to convey any and all right, title
8 and interest in the following Public Lots of the
9 State, including without limitation timber and grass
10 rights: T 1, R 6 BKP EKR (Indian Stream), T 1, R 7
11 BKP WKR (Sapling) and T 1, R 8 BKP WKR (Chase
12 Stream), except the property and flowage rights cov-
13 ered by paragraph 1 above.

14 3. The term of this Agreement shall commence on
15 the day after the date of this Agreement and continue
16 until and including the date and time on which the
17 instruments of conveyance and the purchase money are
18 exchanged, hereinafter referred to as the "Closing
19 Date", which shall be within sixty (60) days follow-
20 ing the last to occur of (a) the effective date of
21 legislation authorizing the conveyance of lands by
22 the State upon the terms contained in this Agreement
23 and (b) the effective date of approval of the terms
24 of this Agreement by CMP. In the event that the
25 State does not enact legislation by July 1, 1987 au-
26 thORIZING the sale of Lands, or if CMP does not ap-
27 prove this Agreement by that date, this Agreement
28 shall terminate on that date, unless the term of this
29 Agreement is extended by the mutual agreement of the
30 parties.

31 4. The State shall not engage in any activity or
32 execute any instrument which would result in the cre-
33 ation of any further lease, right of way, easement,
34 lien, or encumbrance relating to the lands to be con-
35 veyed to CMP hereunder during the term of this Agree-
36 ment, without the express written consent of CMP.

37 5. During the term of this Agreement, the cut-
38 ting of timber on the lands to be conveyed to CMP
39 hereunder may be continued by the State in accordance
40 with good commercial forestry practice, upon prior
41 approval from CMP. Within sixty (60) days after the
42 Closing Date, CMP shall be paid by the State or its
43 designee, at rates prevailing at the time of such op-
44 erations, for all timber cut and sand and gravel re-

1 moved from such lands on or after March 1, 1987.

2 6. All conveyances of land contemplated by this
3 Agreement shall be made by quitclaim deed without
4 covenant. The deed shall convey or assign the
5 State's interest in all harvesting or extraction per-
6 mits and all leases, mineral leases or mineral explo-
7 ration permits with respect to the lands conveyed.

8 7. CMP shall be responsible at its own expense
9 for such title examination as CMP wishes to conduct.
10 In the event of any title objections, CMP shall give
11 the State written notice thereof at least ten (10)
12 days prior to the Closing Date, and the State shall
13 use its best efforts to remove or resolve the objec-
14 tions within a reasonable period of time, but neither
15 party shall be obligated to expend more than \$1,000
16 for this purpose. In the event that such objections
17 cannot reasonably be resolved within this limitation,
18 CMP shall have the right to take such title as the
19 State has to give, or to terminate this Agreement
20 without further right or liability of either party
21 hereunder.

22 8. Rental payments on all leases, mineral leases
23 or mineral exploration permits on the lands to be
24 conveyed hereunder shall be prorated as of the Clos-
25 ing Date. If either party then or thereafter re-
26 ceives payment of any amounts which, pursuant to the
27 preceding sentence, are due the other party, the par-
28 ty receiving any such amounts shall promptly remit
29 them to the other.

30 9. The State shall deliver full possession of
31 the lands to be conveyed hereunder to CMP at the time
32 of closing.

33 10. In the event that a substantial part of the
34 standing timber on the lands to be conveyed hereunder
35 is destroyed by fire, wind or other casualty before
36 the Closing Date, CMP may elect not to accept such
37 lands in which event closing shall be postponed and
38 the State agrees to use its best efforts to find mu-
39 tually acceptable substitute lands for that portion
40 of the lands on which the timber was so destroyed.
41 If the State fails to find mutually acceptable sub-
42 stitute lands within ninety (90) days of such de-

1 struction, this Agreement shall terminate. For the
2 purpose of this paragraph "substantial" shall be
3 deemed to mean five percent (5%) or more of the vol-
4 ume of merchantable standing timber.

5 11. With respect to any leases existing on the
6 lands to be conveyed by the State, the parties agree
7 that as of the Closing Date CMP shall be entitled to
8 all benefits of such leases arising after the Closing
9 Date and shall assume all obligations and hold the
10 State harmless from any claims and obligations aris-
11 ing after the Closing Date; and the State shall be
12 entitled to all benefits of the lands to be conveyed,
13 arising prior to the Closing Date and shall hold CMP
14 harmless from any claims and obligations arising pri-
15 or to the Closing Date.

16 12. The parties hereto are aware that legisla-
17 tive authority is necessary to permit the terms here-
18 of to be agreed upon by the State; that the approval
19 of CMP is also necessary; and that this Agreement is
20 therefore contingent upon the granting of such autho-
21 rizations as herein provided. Subject to and upon
22 the granting of such authorizations, each party war-
23 rants to the other party that it has full authority
24 to execute this Agreement and to carry out the trans-
25 actions provided herein.

26 13. All amendments to this Agreement shall be in
27 writing and shall be executed by the parties hereto.

28 14. Either party may cancel this Agreement, or
29 extend the Closing Date, at any time before the in-
30 struments of purchase and sale are delivered, by giv-
31 ing written notice to the other party.

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

35 WITNESS:

STATE OF MAINE

36 _____ BY _____
37 Its Commissioner of
38 Conservation



1
2
3

By _____
Its Director
Bureau of Public Lands

4



5
6
7

CENTRAL MAINE POWER COMPANY

By _____
President
Central Maine Power Co.



1 EXHIBIT A

2 STATE PUBLIC LANDS TO CENTRAL MAINE POWER CO.

3	<u>TRACT</u>	<u>ACRES +/-</u>
4	1. T 1, R 4 BKP WKR (Bowtown)	585
5	2. T 1, R 6 BKP EKR (Indian Stream)	124.75
6	3. T 1, R 7 BKP WKR (Sapling) - Lands	
7	below the 955 foot U.S.G.S. Datum	
8	contour elevation.	46
9	4. T 1, R 6 BKP WKR (Chase Stream) -	
10	Lands below the 955 foot U.S.G.S.	
11	Datum contour elevation	86

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

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

4 The undersigned further states that he has care-
5 fully read the foregoing Release and knows the con-
6 tents thereof and executes the same, pursuant to the
7 authority granted to the undersigned by Chapter ,
8 Resolves, 1987.

9 Dated this _____ day of _____, 1987.

10 WITNESS:

RELEASOR:

11

STATE OF MAINE

12
13
14

By its Commissioner
Department of Conservation

1 EXHIBIT B
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 Central Maine Power Company, a Maine corporation with
12 a place of business at Augusta, Maine, its successors
13 and assigns, affiliates, lessees, contractors and all
14 other entities with which it has acted in concert or
15 by contract (other than tenants in common and joint
16 tenants), and the officers, employees, agents and
17 other representatives of the foregoing (all hereinaf-
18 ter referred to as "CMP") of and from any and all ac-
19 tions, causes of action, claims or demands for dam-
20 ages, costs, expenses, loss of services, contribu-
21 tion, idemnification, interest or any other claims
22 whatsoever under whatever theory which the State now
23 has or which may hereafter arise or accrue to the
24 State, relating to any and all alleged wrongful or
25 unauthorized use and occupancy, harvesting of wood,
26 taking of grass, removal of sand, gravel or other re-
27 sources, leasing or any other acts occurring on, or
28 with respect to, any and all of the Public Lots in
29 the State of Maine prior to (Closing Date), 1987
30 (hereinafter referred to as the "Alleged Uses").

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

41 State hereby covenants not to sue CMP or any oth-
42 er entity for that portion of all claims for Alleged
43 Uses and of the total amount of all damages for Al-
44 leged Uses which the State has suffered or may in the

1 future suffer allocable to CMP, if any.

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

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

11 Bureau of Public Lands
12 DEPARTMENT OF CONSERVATION

13 PURCHASE AND SALES AGREEMENT
14 Beech Street, Camden -- Map No. 34, Lot No. 35

15 This agreement is by and between the State of
16 Maine, acting through its Bureau of Public Lands, De-
17 partment of Conservation, and Parker S. Laite and
18 Irene F. Laite of Camden, Maine (Grantee) in accord-
19 ance with the provisions of 12 M.R.S.A. ss 553.

20 For good and valuable consideration for which re-
21 ceipt is acknowledged by each party, the parties
22 hereto agree as follows:

23 1. The State of Maine shall convey all of its
24 right, title and interest in and to a parcel of Pub-
25 lic Land, consisting of 0.29 acres +/-, located in
26 Camden, Maine and designated as Lot No. 35 on the at-
27 tached map (Exhibit A).

28 2. The Grantee shall accept the property as con-
29 veyed, subject to all terms and conditions as out-
30 lined herein.

31 3. The State shall convey this property by quit-
32 claim deed without covenant. If the Seller does not
33 have good and marketable title to the property, Buyer
34 may terminate this agreement and Seller shall refund
35 to the Buyer any earnest money deposit received from
36 Buyer prior to closing.

37 4. All outstanding property taxes against the

1 property shall be paid by the State before the time
2 of closing.

3 5. The date of closing shall be within 30 days
4 following the effective date of legislation authorizing
5 this sale and conveyance (120 days following ad-
6 journment).

7 6. At closing, the Grantee shall pay to the
8 State the sum of \$5,151 as stated in his bid of April
9 8, 1987, less ten percent (\$515) of the purchase
10 price, said ten percent to be an earnest payment due
11 upon execution of this Agreement.

12 7. The Grantee or his authorized agent shall
13 have until April 29, 1987 to sign this agreement.

14 8. If, for any reason, the Grantee fails to meet
15 the terms of this agreement or otherwise fails to
16 complete this contemplated transaction, the State
17 shall retain the ten percent earnest payment as liq-
18 uidated damages, this agreement shall be terminated
19 and the State may proceed to consummate the sale with
20 another party bidding on the property.

21 9. The Grantee hereby acknowledges that he has
22 had an opportunity to inspect the property or has
23 voluntarily waived such opportunity and that he un-
24 derstands and accepts the property and the terms of
25 sale as represented herein.

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

37 11. ENTIRE AGREEMENT. This document constitutes
38 the entire agreement between the parties; all amend-
39 ments shall be in writing and executed by the parties
40 hereto.

1 FOR THE STATE

FOR THE GRANTEE

2

3 ROBERT GARDINER, Jr. DATE
4 Director
5 Bureau of Public Lands

PARKER S. LAITE DATE
Belfast Road
Camden, Maine 04843

6

7

IRENE LAITE DATE

8

ACKNOWLEDGED:

9

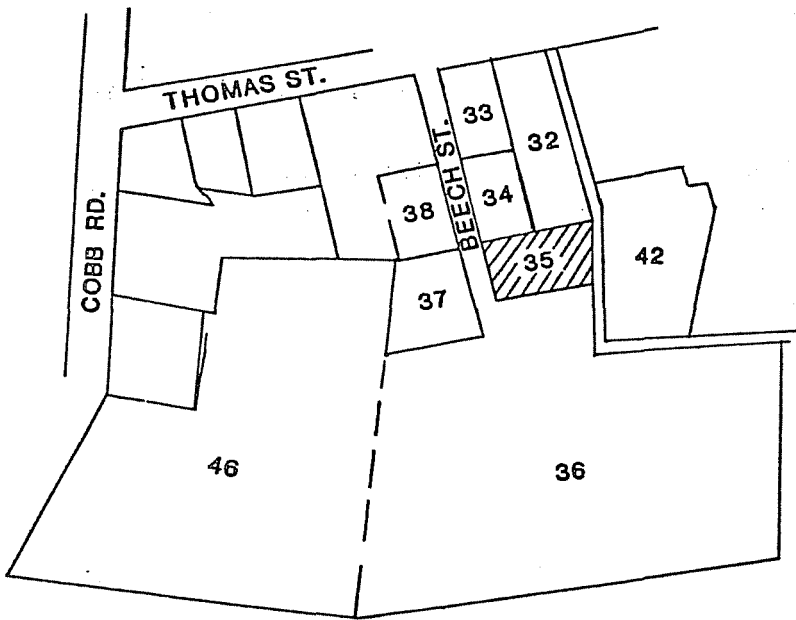
DATE

ACKNOWLEDGED:

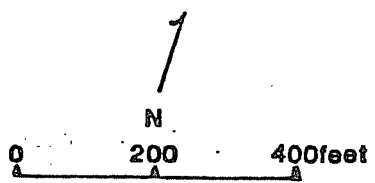
DATE

CAMDEN

EXHIBIT A



LOT 35 - Land conveyed from State of Maine to Parker S. and Irene Laite



1 STATEMENT OF FACT

2 The principal purpose of these transactions is to
3 enhance the Public Reserved Lands system and further
4 the goals of consolidating the system into large
5 tracts of multiple use land. In each of the transac-
6 tions contemplated by this legislation, small parcels
7 of land with little or no public multiple use value
8 would be sold. This money would then be available to
9 acquire other lands more suitable for public use and
10 enjoyment.

11 Little Madawaska Lake Campowners Association:
12 This transaction involves the sale of camplots in
13 Westmanland to the campowners at market value.

14 Town of Carrabassett Valley: This transaction
15 would sell the entire public lot in Carrabassett Val-
16 ley to the Town with deed restrictions to assure that
17 the land is used for public recreation purposes and
18 shall not be developed for year-round or seasonal
19 residences.

20 Somerset County: This transaction involves the
21 sale of two barns and the small lot that the build-
22 ings are located on to Somerset County.

23 Central Maine Power Company: This transaction
24 has 3 parts. The first part involves the sale of the
25 Bowtown (T 1, R 4, BKP WKR) public lot to Central
26 Maine Power. The 2nd part involves the sale of
27 flowed land on Indian Pond in Chase Stream Township
28 (T 1, R 6 BKP EKR) and Sapling Township (T 1, R 7 BKP
29 WKR) to Central Maine Power. The 3rd part of the
30 transaction involves settlement of any timber and
31 grass claims against Central Maine Power.

32 Parker S. and Irene F. Laite: This transaction
33 involves the sale of a small lot of a man who died
34 without heirs to an adjacent landowner.

35

2616043087