

MAINE STATE LEGISLATURE

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114th MAINE LEGISLATURE

SECOND REGULAR SESSION - 1990

Legislative Document

No. 2446

H.P. 1779

House of Representatives, March 23, 1990

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

A handwritten signature in cursive script that reads "Ed Pert".

EDWIN H. PERT, Clerk

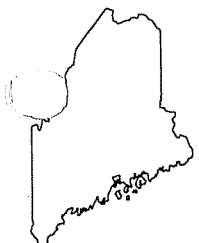
Presented by Representative GOULD of Greenville.

Cosponsored by President PRAY of Penobscot, Representative JACQUES of Waterville and Representative MERRILL of Dover-Foxcroft.

STATE OF MAINE

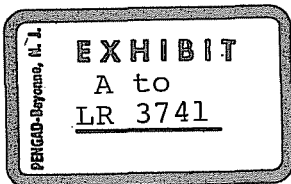
IN THE YEAR OF OUR LORD
NINETEEN HUNDRED AND NINETY

Resolve, Authorizing the Conveyance of Certain Public Lands and the Settlement of a Boundary Line Dispute Involving Public Lands.



2 Section 1, subsection 2 of the resolve authorizes the
Director of the Bureau of Public Lands to convey the State's
4 interest in land located in the Town of North Yarmouth, by
quitclaim deed, to Ford S. Reiche and Craig R. Jones. This
6 transaction allows for the transfer of land with no significant
public use potential for the purpose of quieting a title defect.
8 Details of the transaction are contained in the agreement
attached as Exhibit B to this statement of fact.

10 Section 2 of the resolve authorizes the Director of the
Bureau of Public Lands to negotiate with adjacent landowners in
12 Attean Township to resolve a boundary line dispute and to
finalize a settlement on terms the director determines
14 appropriate. A summary of the issue and the bureau's
recommendations is included as Exhibit C.



AGREEMENT

This Agreement is made this 21st day of March, 1990, 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 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 S.D. WARREN COMPANY, a Pennsylvania corporation, with a place of business in Fairfield, Somerset County, Maine, hereinafter referred to as "Warren".

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

1. Warren agrees (a) to convey to the State good and merchantable title to the property described in Exhibit A attached hereto and incorporated herein, except that Warren shall except and reserve to itself, its successors and assigns, the non-exclusive right in common with the State, its successors and assigns and others to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be located or relocated by the State on roads in Big Squaw Township which provide access to the Warren lands in Big Squaw Township and to Skylark, Inc. property in Little Squaw Township, subject to Warren's obligation to pay or share reasonable maintenance costs for such roads for such periods as it uses the roads, (b) to grant to the State a right of way to the property in Days Academy as set forth and in accordance with the terms and conditions in Exhibit C attached hereto, (c) to grant to the

State good and merchantable title to a conservation easement on that portion of Days Academy south of the causeway to Kineo, as described in Exhibit D attached hereto, and (d) to grant to the State the right, title and interest of Grantor in flowed lands adjacent to the area described in Exhibit D, as described in and subject to the terms of Exhibit E.

2. State agrees to convey to Warren good and merchantable title to the property described in Exhibit B attached hereto and incorporated herein, except that the State shall except and reserve to itself, its successors and assigns, the non-exclusive right to locate, construct, maintain and use in common with Warren, its successors and assigns and others, a road along the western boundary of the land in Jackman for the purpose of accessing land now or hereafter owned by the state near the Attean boat landing.

3. The property described in Exhibits A and B is referred to in this Agreement as "Lands".

4. The Closing Date in this matter shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement, (b) the effective date of final approval of the terms of this Agreement by Warren and (c) the acquisition by the State of good and merchantable title to all the property listed in Exhibit B, provided, however, in the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1990, or if Warren does not finally approve such exchange by that date, this Agreement shall

terminate on that date, unless it is extended by the mutual agreement of the parties.

5. If the State does not acquire good and merchantable title to all the property listed in Exhibit B prior to January 15, 1991, this Agreement shall terminate on that date, unless the time of this Agreement is extended by written agreement of the parties.

6. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party, except this Agreement is subject to an exchange of rights-of-ways, in a form subject to the State's reasonable approval, which Scott Paper Company or Warren negotiated or may negotiate with J.M. Huber Company, which provide a right-of-way to Huber over Warren's road in Little Squaw Township for access to Huber land in Squaretown.

7. During the term of this Agreement there will be no cutting of timber on the Lands without written permission of the other party.

8. All conveyances contemplated by this Agreement shall be made by quitclaim deed without covenant. The deeds shall convey or assign the grantor's interest in all harvesting or extraction permits and all leases, mineral leases or mineral exploration permits with respect to the premises conveyed if any. All leases are described in Exhibit F hereto.

9. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$5,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes provided that all such interests are described in Exhibit F hereof or are otherwise acceptable to the other party.

10. Property taxes due for the current or prior tax years and excise taxes for 1990 or prior years for fire protection assessed against the Lands shall be paid in full prior to Closing by the party owning the Lands prior to Closing. Any Land that is now subject to taxation under the provisions of the Tree Growth Tax Law (36 M.R.S.A. ss. 571 et seq.) is to be conveyed subject to such tax classification. Grantees shall be liable for the payment of any penalty assessed for the withdrawal of any of the Land from taxation under the Tree Growth Tax Law in connection with actions occurring, on or after the Closing.

11. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the

preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

12. Each party shall deliver full possession of its Lands to the other party at the time of closing subject to the Leases listed in Exhibit F. The interest of Skylark, Inc. in any such leases described in Exhibit F hereto shall be assigned to the State of Maine by Skylark, Inc. at the closing.

13. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties agree to use their best efforts to find mutually acceptable substitute lands for that portion of the Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute lands within ninety (90) days of such destruction, this Agreement shall terminate. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

14. With respect to any leases existing on the Lands to be conveyed by either party, the parties agree that the respective grantee shall be entitled, after the Closing Date, to all benefits with respect to the Lands received and shall assume all obligations and hold the grantor harmless from any claims and obligations arising after the Closing Date; and the respective grantor shall be entitled, up to and including the Closing Date, to all benefits of Lands conveyed and shall hold the grantee harmless from any claims and obligations arising prior to the Closing Date.

15. The parties hereto are aware that legislative authority is necessary to permit the terms hereof to be agreed to by the State; that the final approval of Warren is also necessary; and that this Agreement is therefore contingent upon the granting of such authorizations. Upon the granting of such authorizations, each party warrants to the other party that it has authority, subject to the terms hereto, to execute this Agreement and to carry out the transactions provided herein.

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

17. Either party may cancel this Agreement at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

Catherine A. Ward

STATE OF MAINE

By: Susan J. Bell
Its Commissioner
Conservation

PRINT OR TYPE NAME AS SIGNED:
Susan J. Bell

Catherine A. Ward

By: Thomas Morrison
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:
Thomas Morrison

Richard W. Frost

By: Robert E. McAvoy
S.D. Warren Company

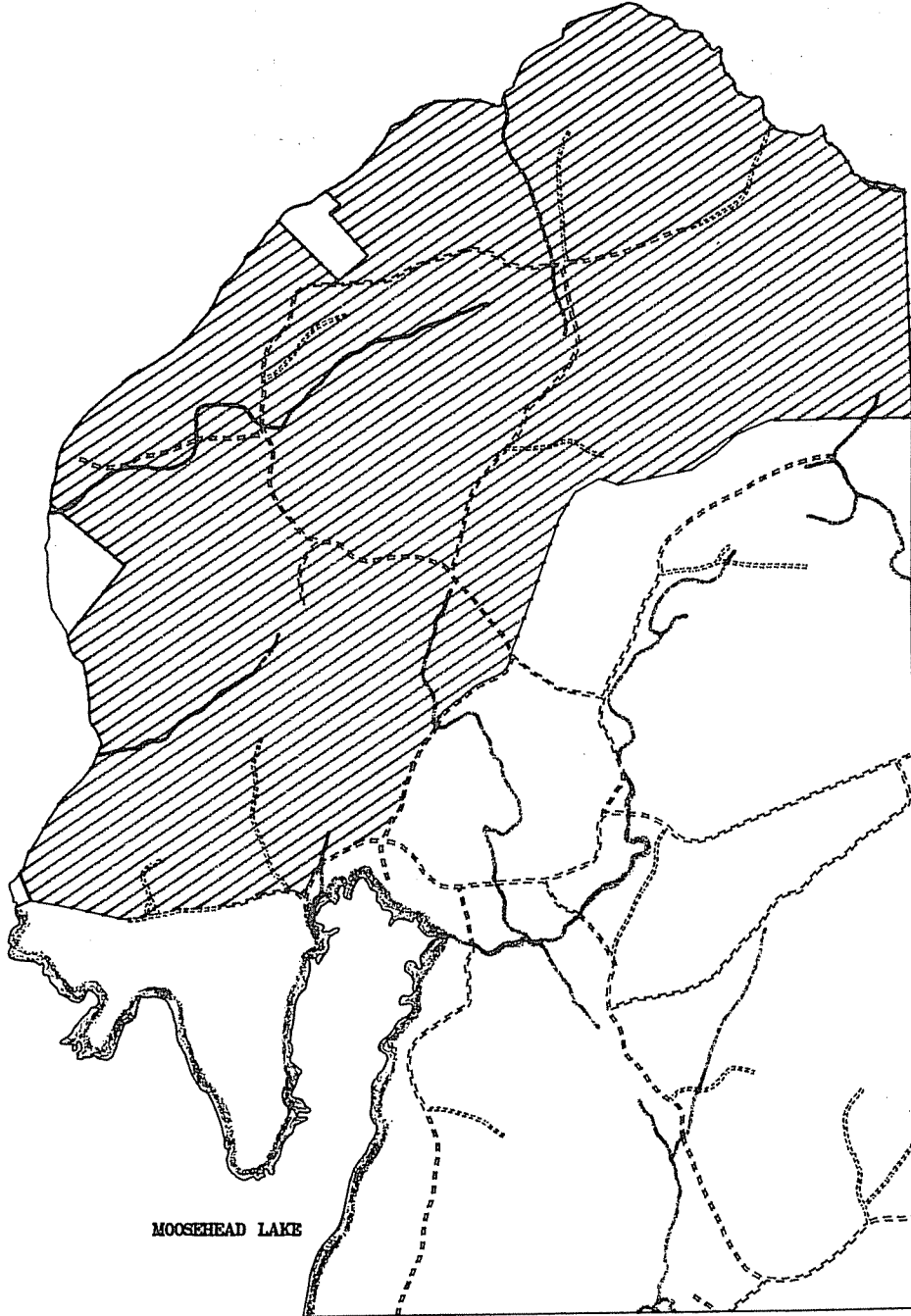
PRINT OR TYPE NAME AS SIGNED:
Robert E. McAvoy

EXHIBIT A

S.D. WARREN TO STATE OF MAINE

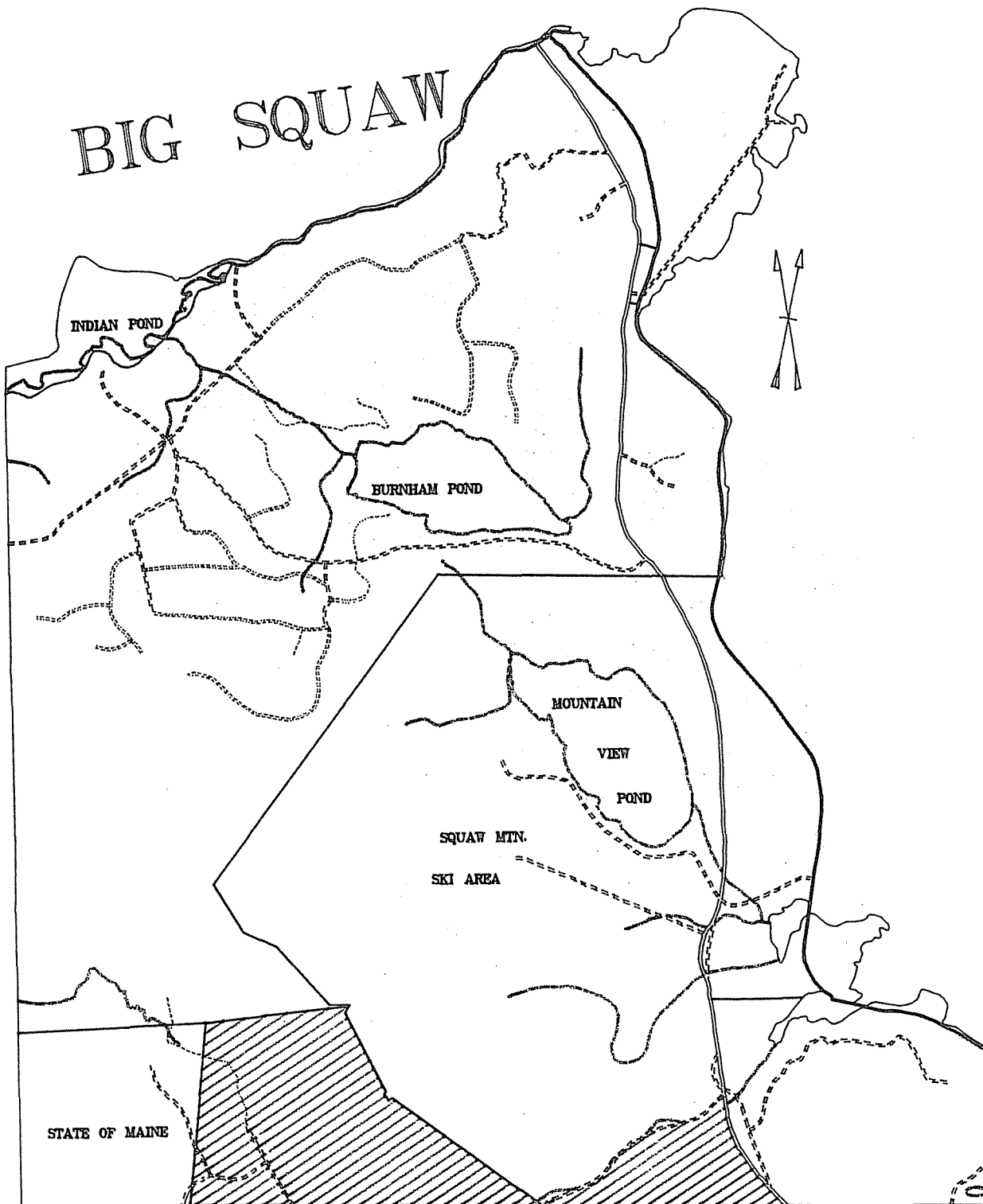
<u>TRACT</u>	<u>ACRES</u>
1. DAYS ACADEMY	7,275
2. BIG SQUAW	1,503
3. BALD MOUNTAIN	<u>771</u>
	9,549

DAYS ACADEMY



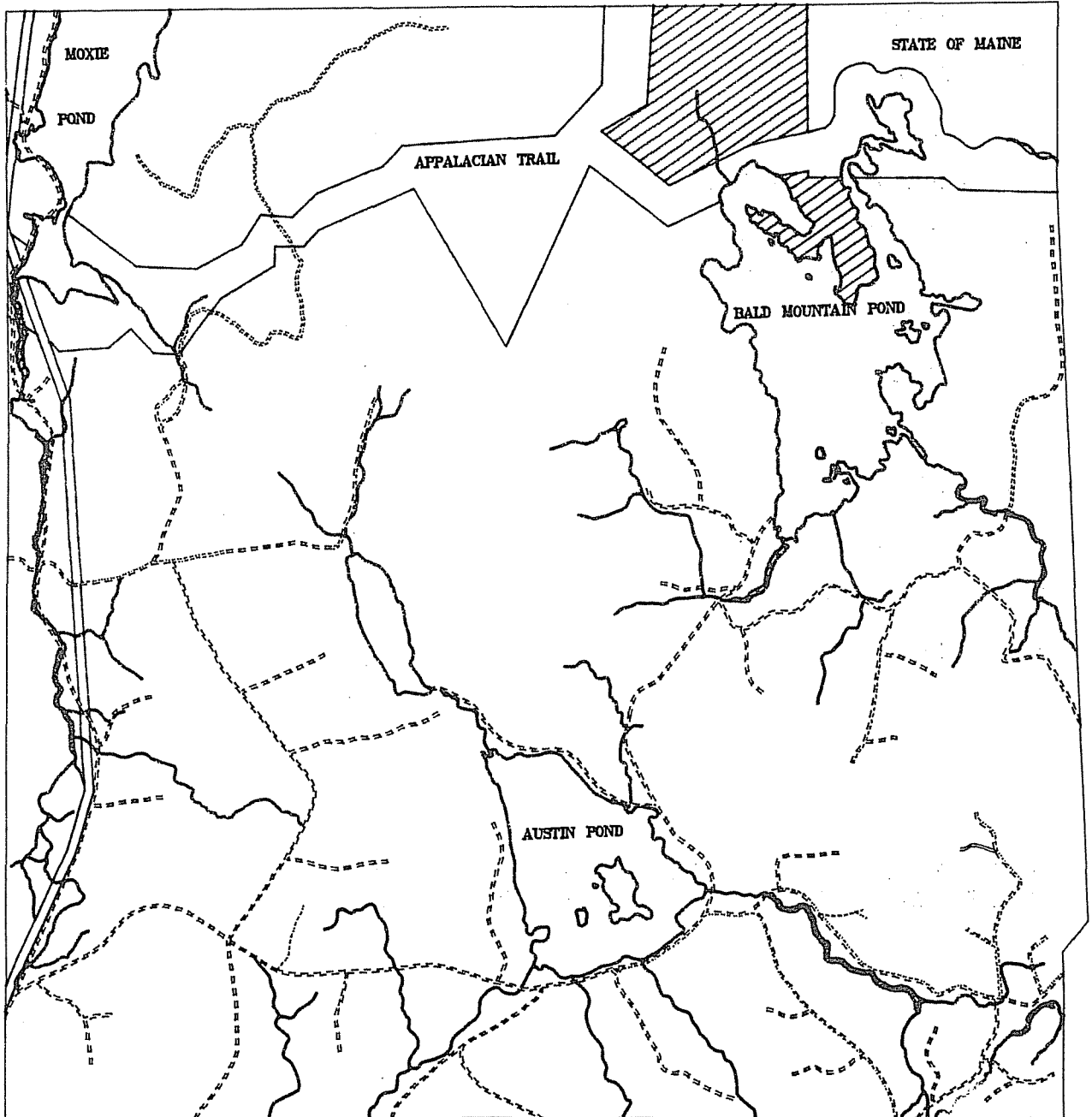
 TRADE AREA

Exhibit A



 TRADE AREA

BALD MOUNTAIN TWP.



 TRADE AREA

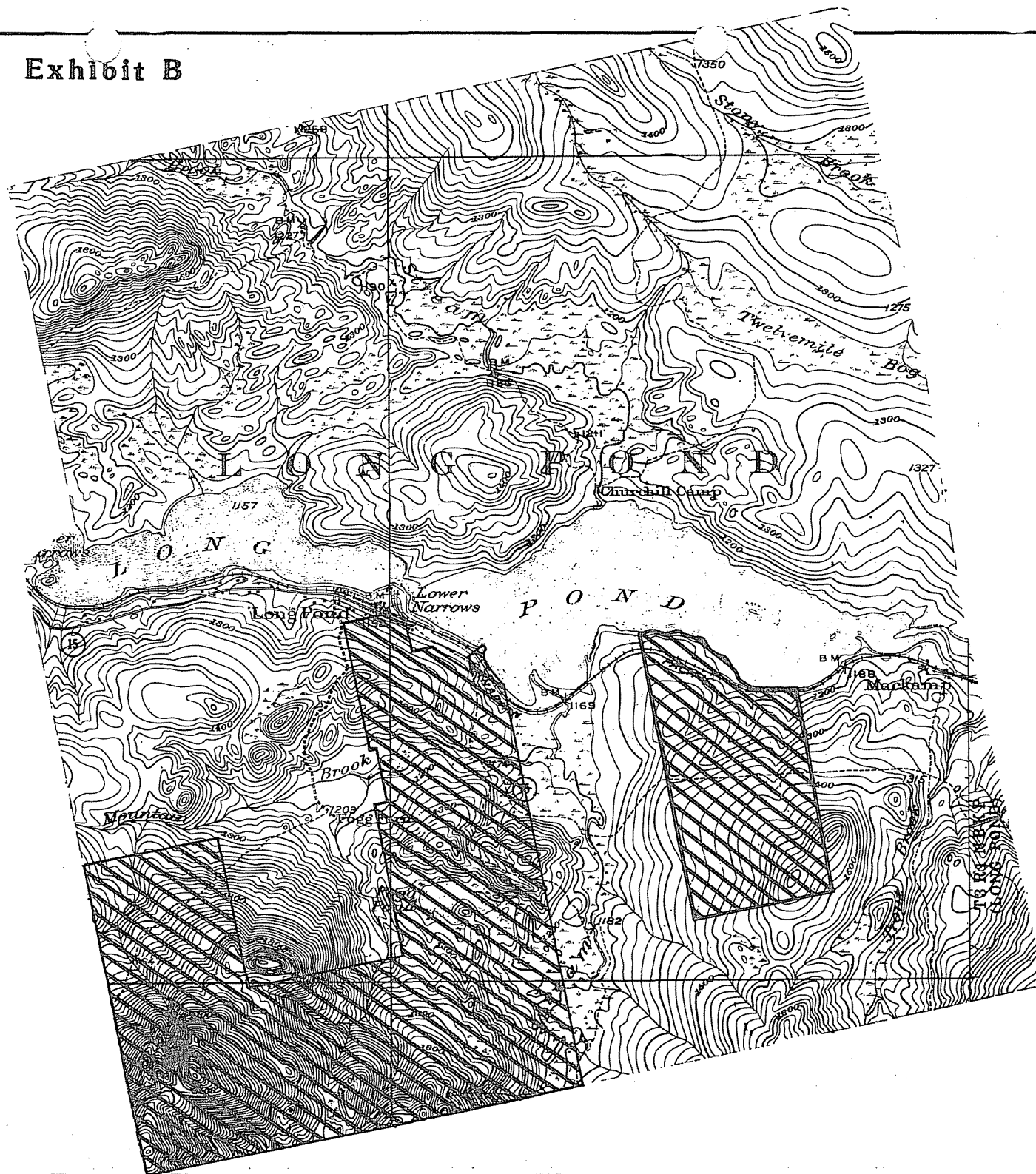
EXHIBIT B

STATE OF MAINE TO S.D. WARREN

<u>TRACT</u>	<u>ACRES</u>
1. JACKMAN	6,847
2. LONG POND	5,269
3. CHASE STREAM	559
4. SAPLING	683
5. BOWDOIN COLLEGE WEST	960
6. CARRYING PLACE TOWN (T1, R3 BKP WKR)	435
7. PARLIN POND	600
8. PIERCE POND	960
9. T&R LOT 3	160
10. MT. ABRAM	320
11. FRENCHTOWN	876
12. JOHNSON MTN. WEST	435
13. KIBBY	<u>1,166</u>
	19,270

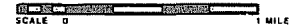
PROVIDED THAT THE STATE'S INTEREST IN GREAT PONDS AND PUBLIC
ROADS SHALL NOT BE CONVEYED TO S.D. WARREN.

Exhibit B

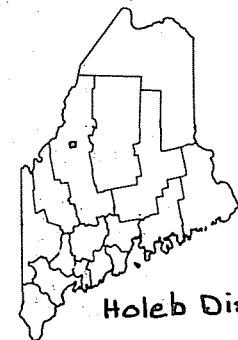


**BUREAU OF
PUBLIC
LANDS
PUBLIC
RESERVED
LANDS**

**T3R1 NBKP
Long Pond**



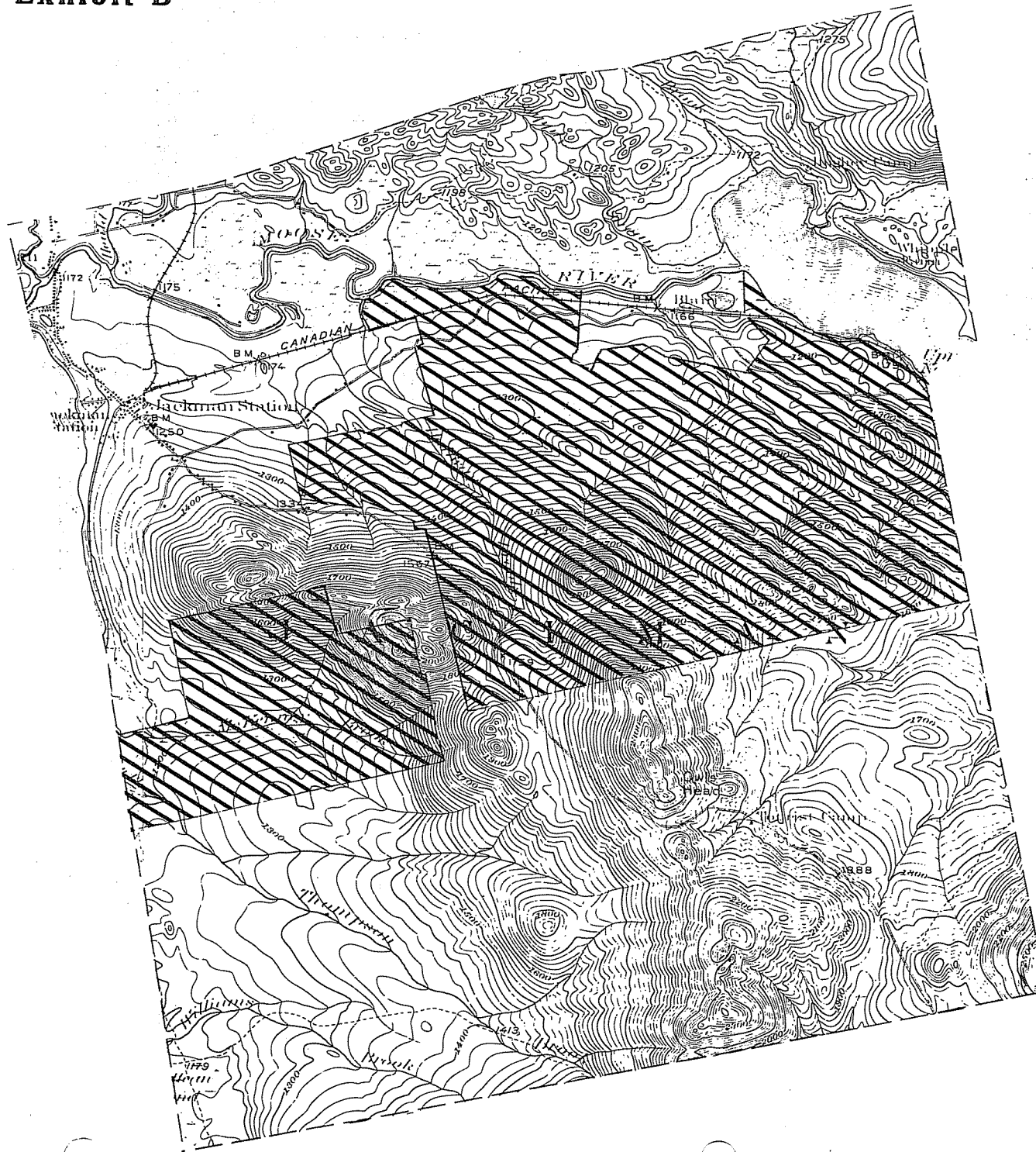
**LOCATED
5,269 acres**



**LOCATION MAP
25833**

SO -

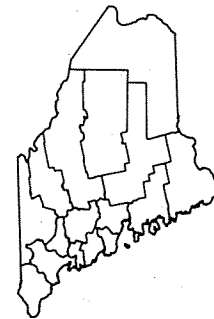
Exhibit B



BUREAU OF
PUBLIC
LANDS
PUBLIC
RESERVED
LANDS
JACKMAN PLT.



LOCATED
6837 acres



Location Map

Exhibit B

BUREAU OF PUBLIC LANDS

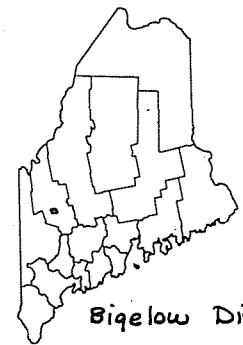
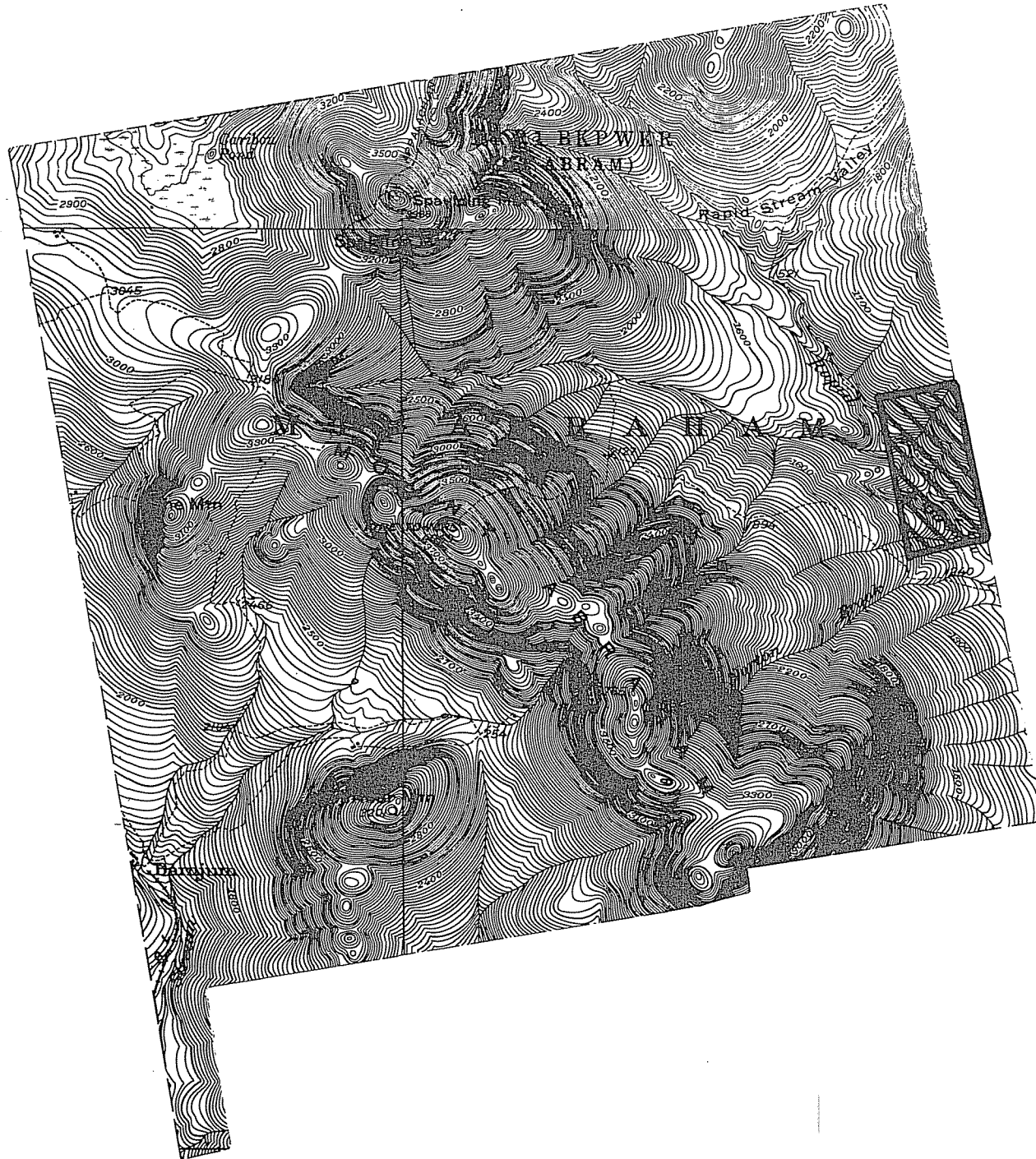
PUBLIC RESERVED LANDS

T4R1 BKPWKR
Mt. Abraham

SCALE 0 1 MILE



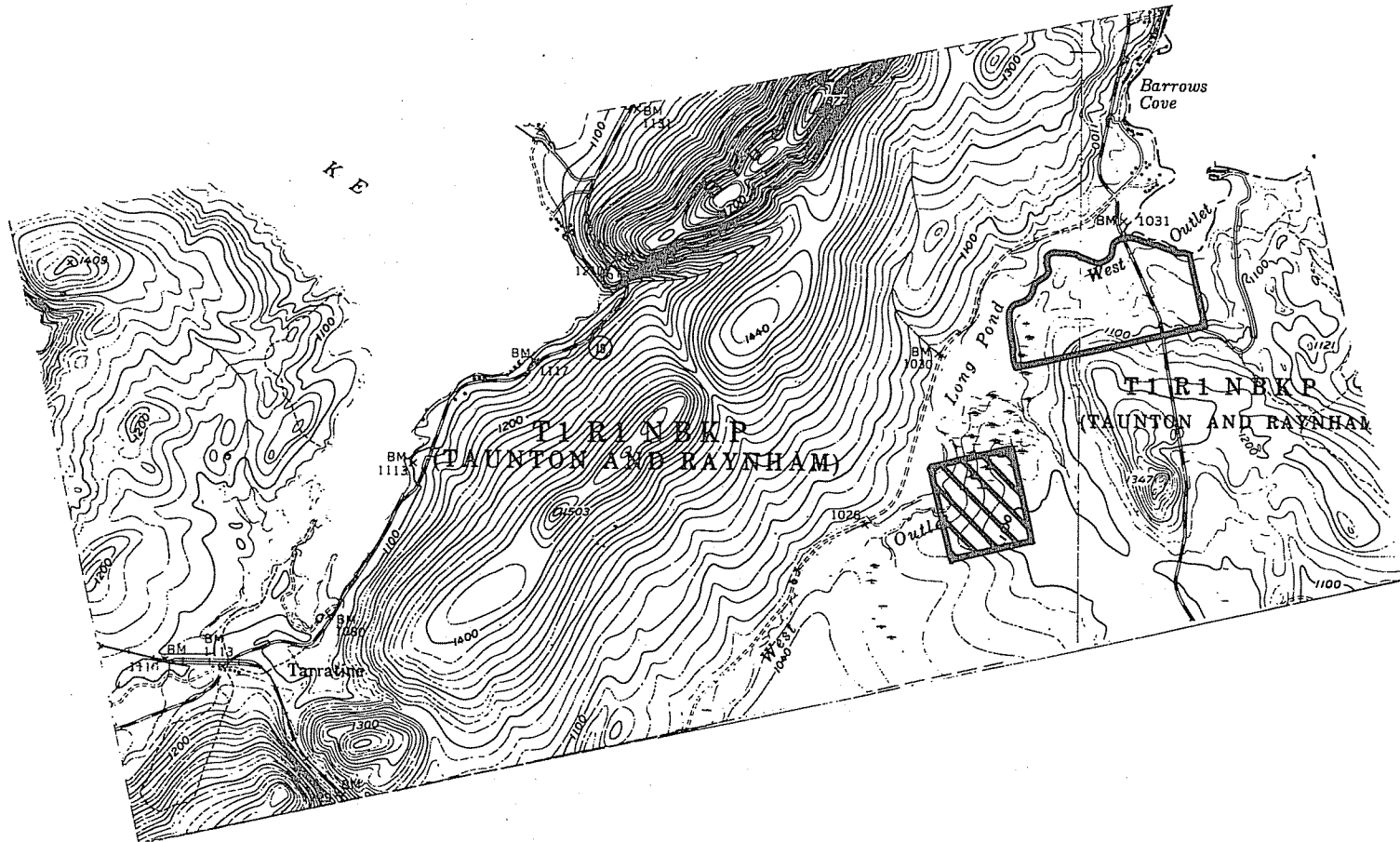
Located
320 acres



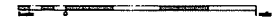
Bigelow District
LOCATION MAP
07817 Franklin

Exhibit B

BUREAU OF
PUBLIC
LANDS
PUBLIC
RESERVED
LANDS



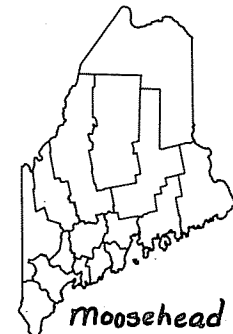
T1R1 NBKP
Taunton and Rayham



Legend



LOCATED 160 ACRES

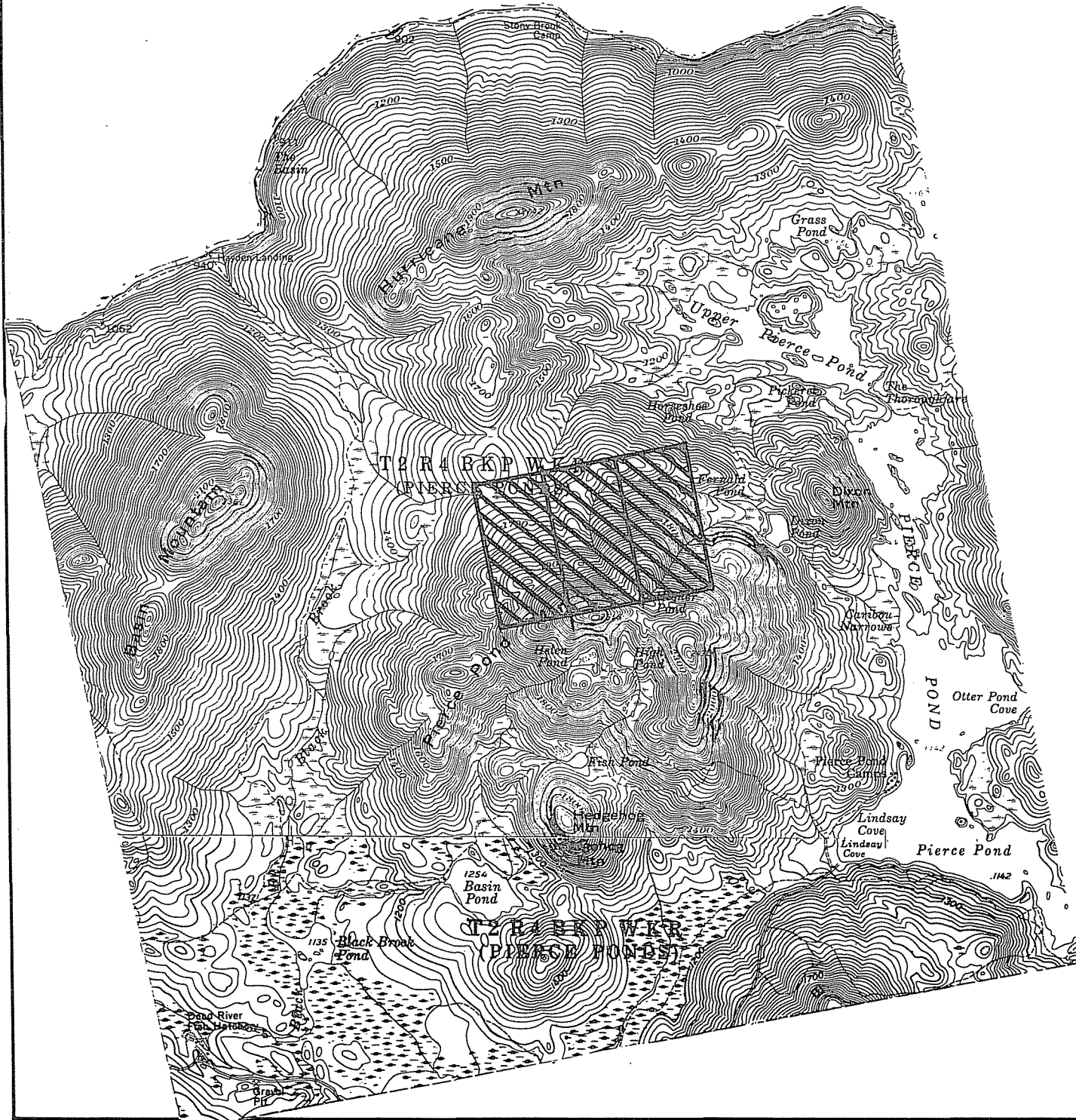


Location Map

25803

Somerset

Exhibit B



BUREAU OF PUBLIC LANDS

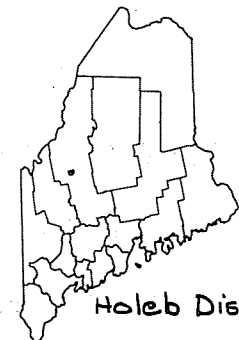
PUBLIC RESERVED LANDS

T2R4 BKPWKR
Pierce Pond

SCALE 0 1 MILE



Located
960 acres



LOCATION MAP
25840

BUREAU OF PUBLIC LANDS

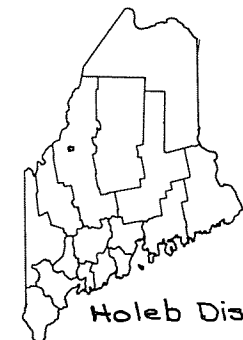
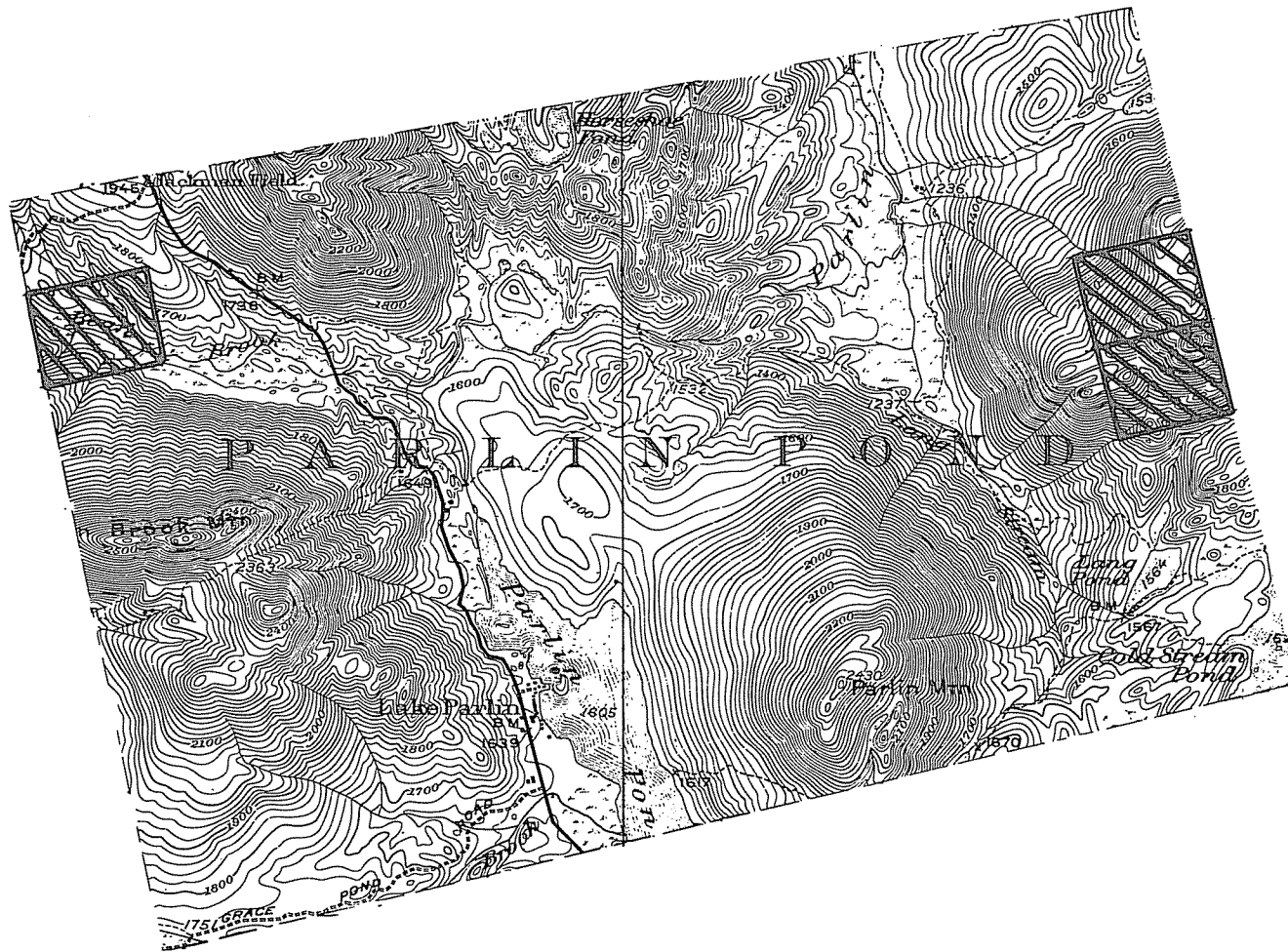
PUBLIC RESERVED LANDS

T3R7 BKPWKR
Parlin Pond

SCALE 0 1 MILE



Located
600 acres



Holeb District
LOCATION MAP
25839

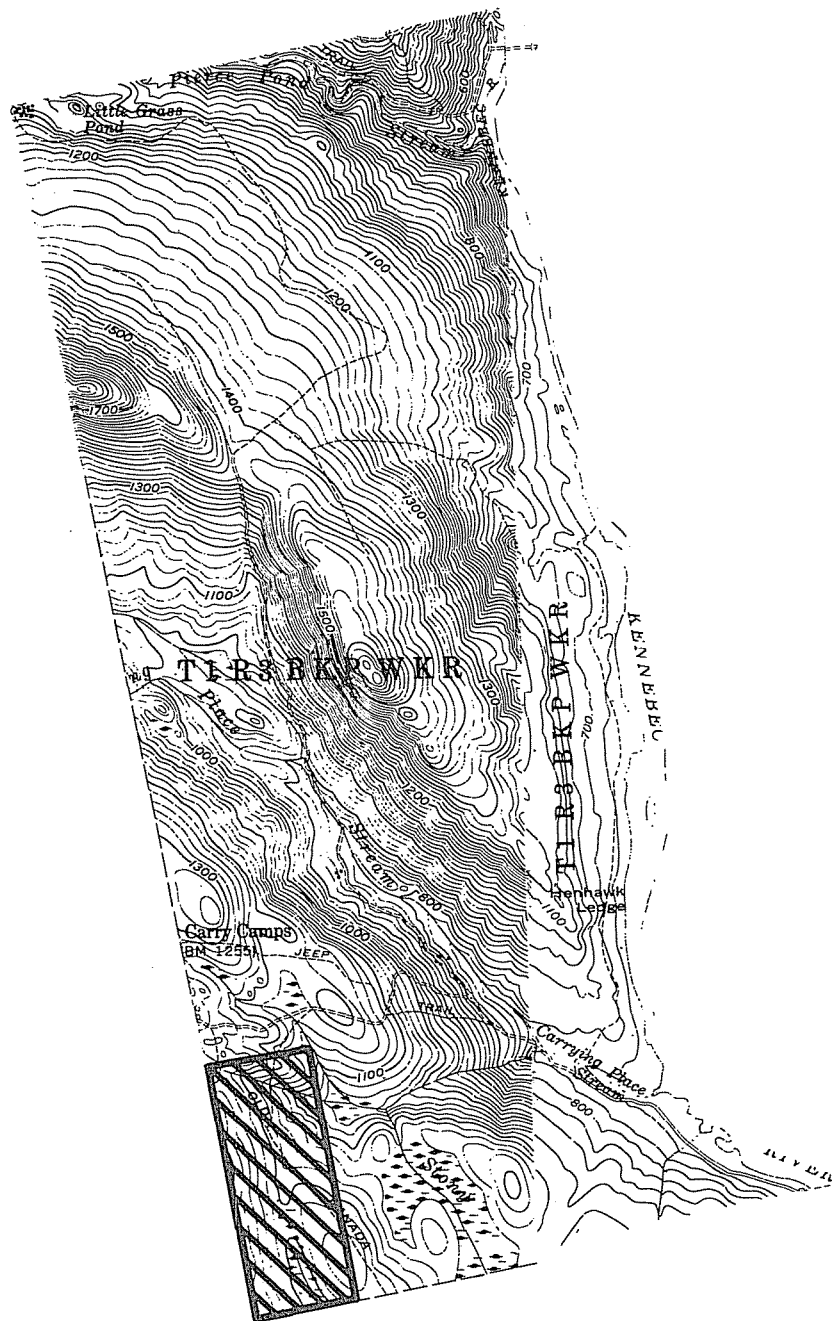
Exhibit B

BUREAU OF
PUBLIC
LANDS
PUBLIC
RESERVED
LANDS

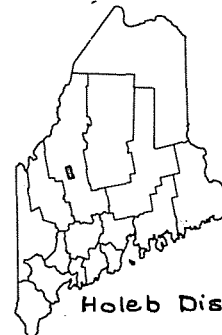
T1R3_{BKPWKR}

Legend

Located
435 acres



June, 1978

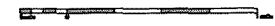


Location Map
25860

Exhibit B

BUREAU OF
PUBLIC
LANDS
PUBLIC
RESERVED
LANDS

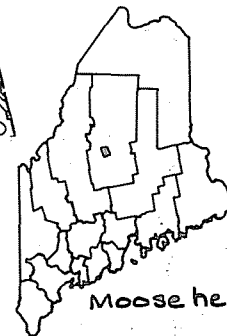
T8R10NWP
Bowdoin College West



Legend

Located
960 acres

June, 1978



Location Map
21803

PI-

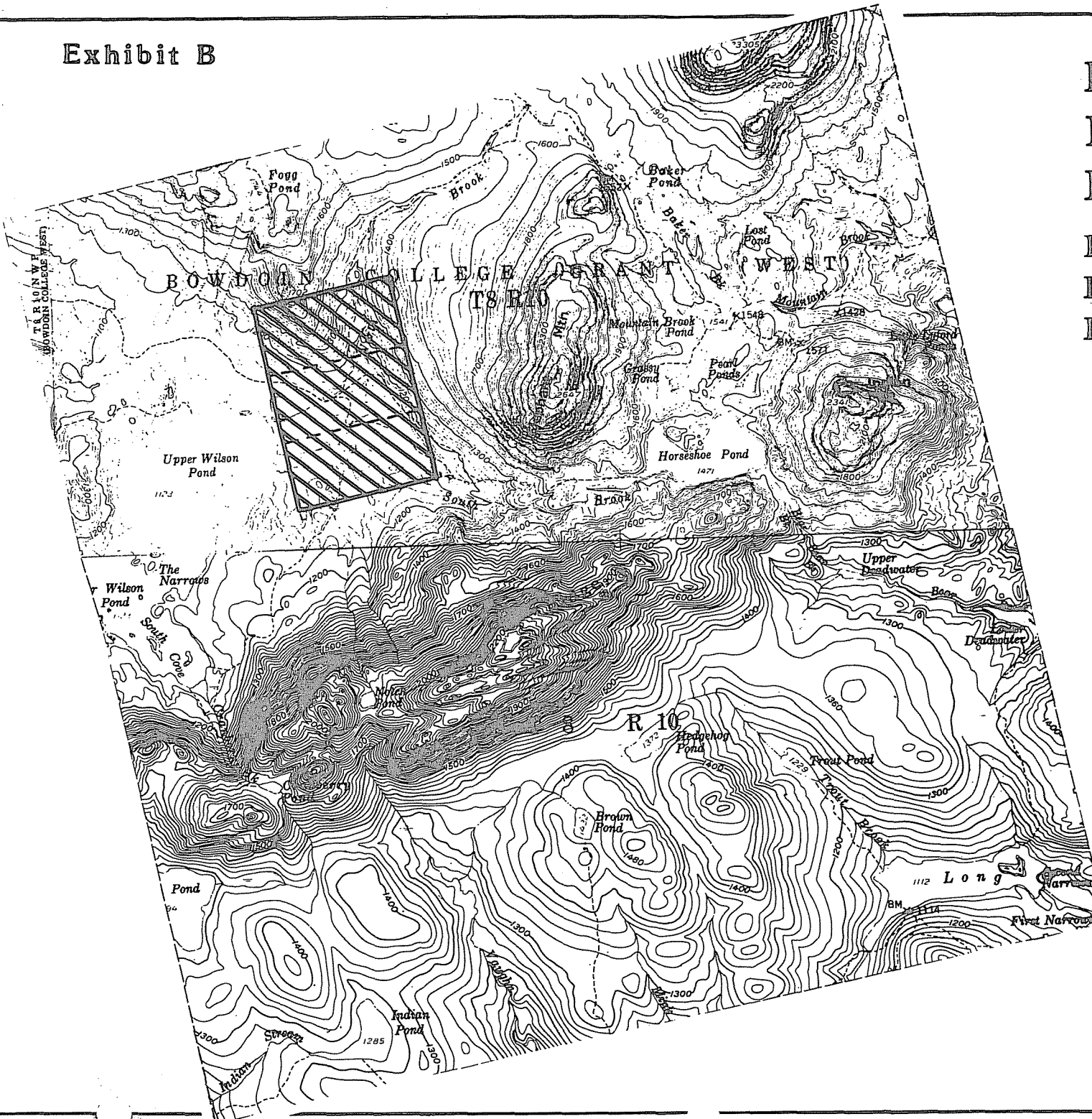


Exhibit B

BUREAU OF PUBLIC LANDS

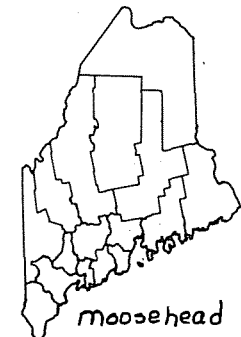
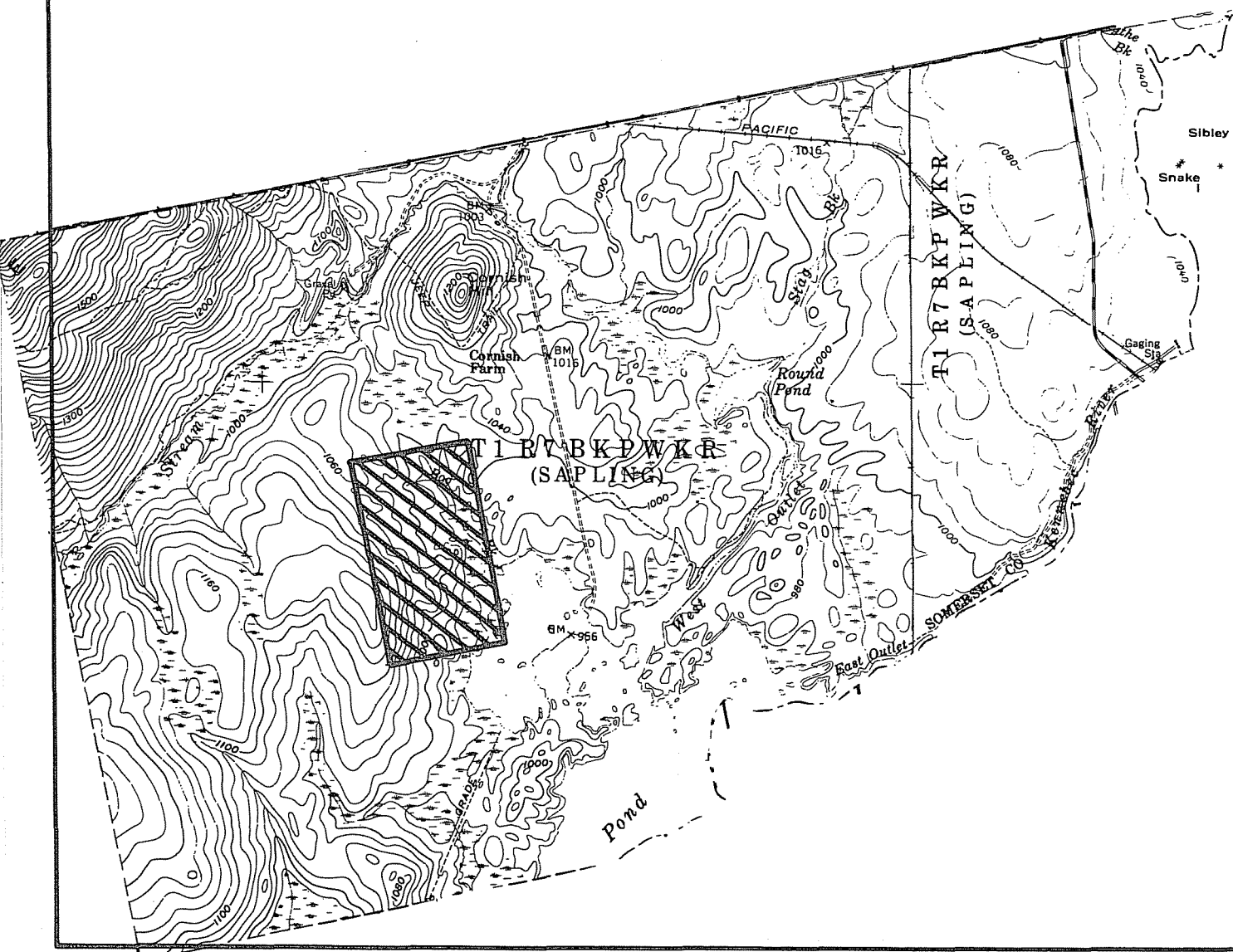
PUBLIC RESERVED LANDS

T1R7 BKPWKR
Sapling

Ledge Island
Green Island
Black Island



LOCATED 683 ACRES



moosehead District

LOCATION MAP

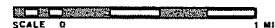
25851

Somerset

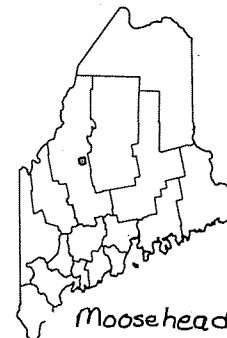
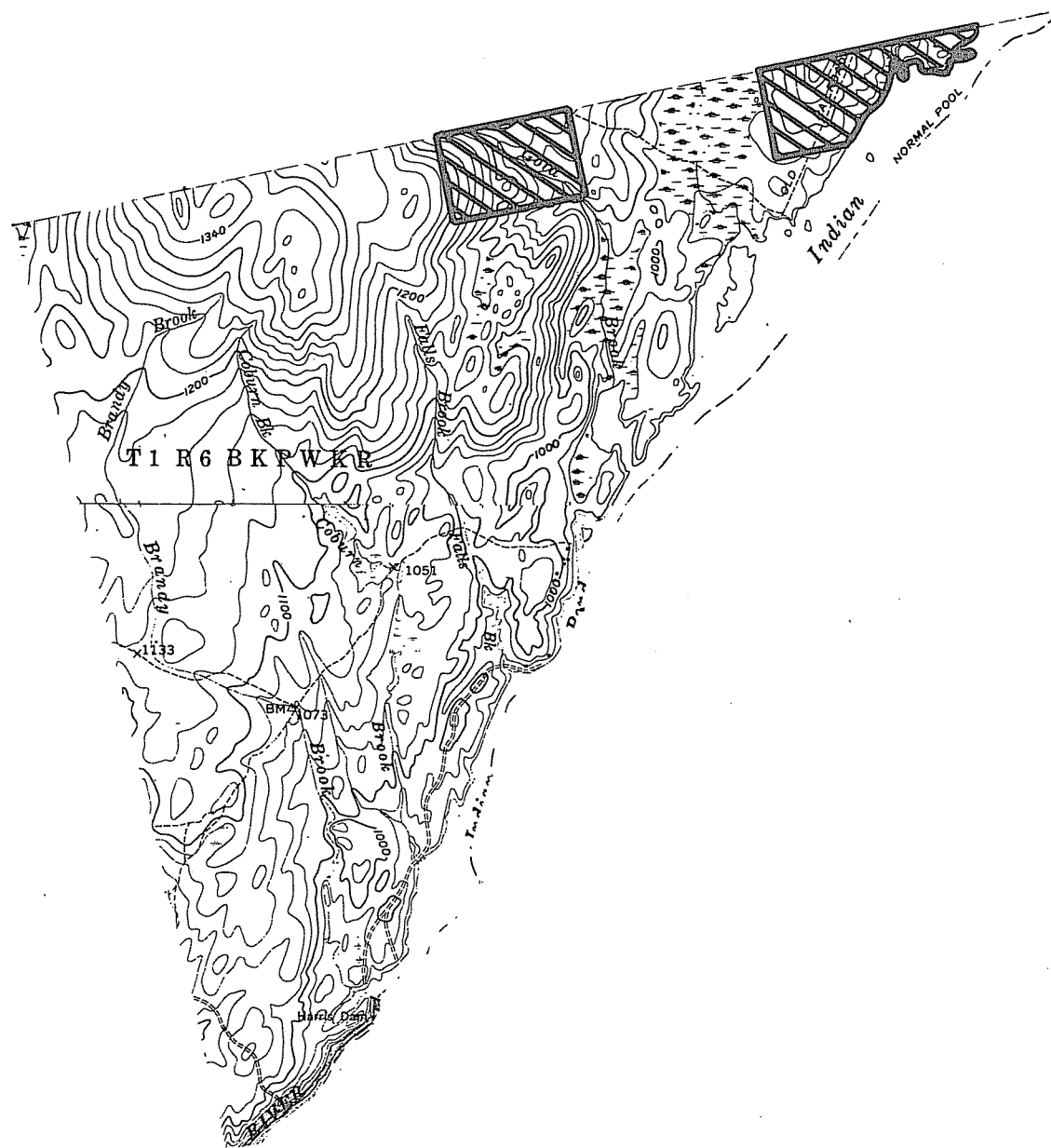
BUREAU OF PUBLIC LANDS

PUBLIC RESERVED LANDS

T1R6 BKPWKR
Chase Stream



LOCATED 559 ACRES



Moosehead District
LOCATION MAP
25816 Somerset

Exhibit B

BUREAU OF
PUBLIC
LANDS

PUBLIC
RESERVED
LANDS

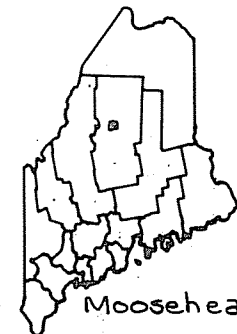
TAR13WELS
Frenchtown



Legend



LOCATED 876 ACRES



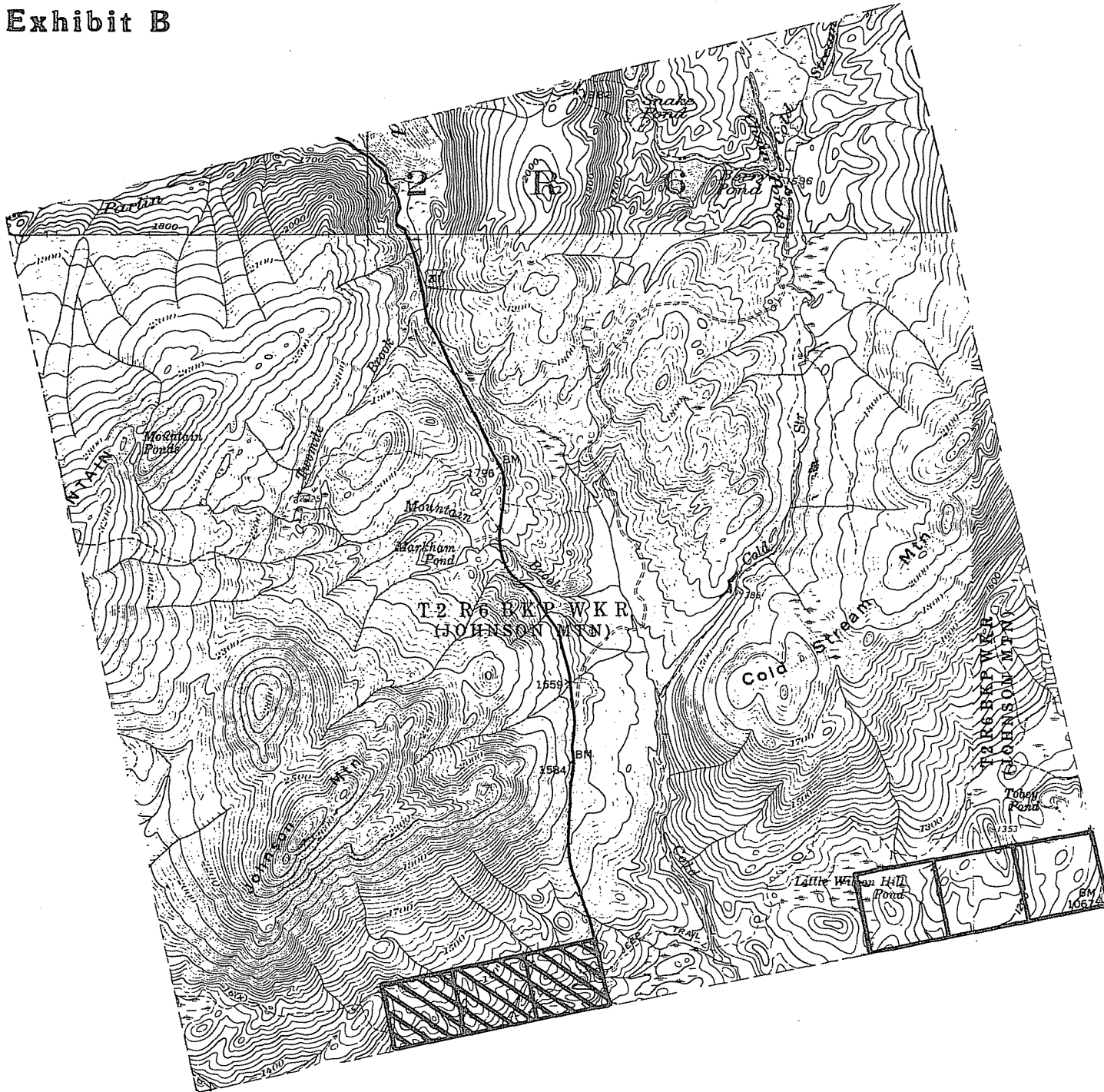
Moosehead District

Location Map

21809

PI-

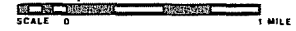
Exhibit B



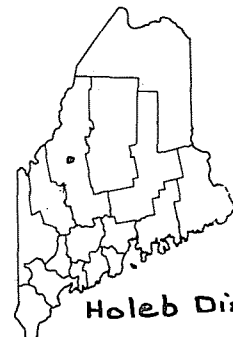
BUREAU OF PUBLIC LANDS

PUBLIC RESERVED LANDS

T2R6 BKPWKR
Johnson Mountain



LOCATED 435 Acres



LOCATION MAP
25829

50-

Exhibit B

BUREAU OF PUBLIC LANDS

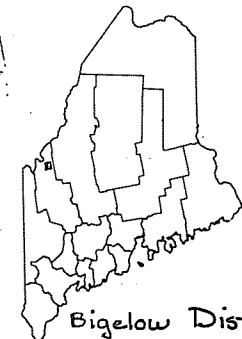
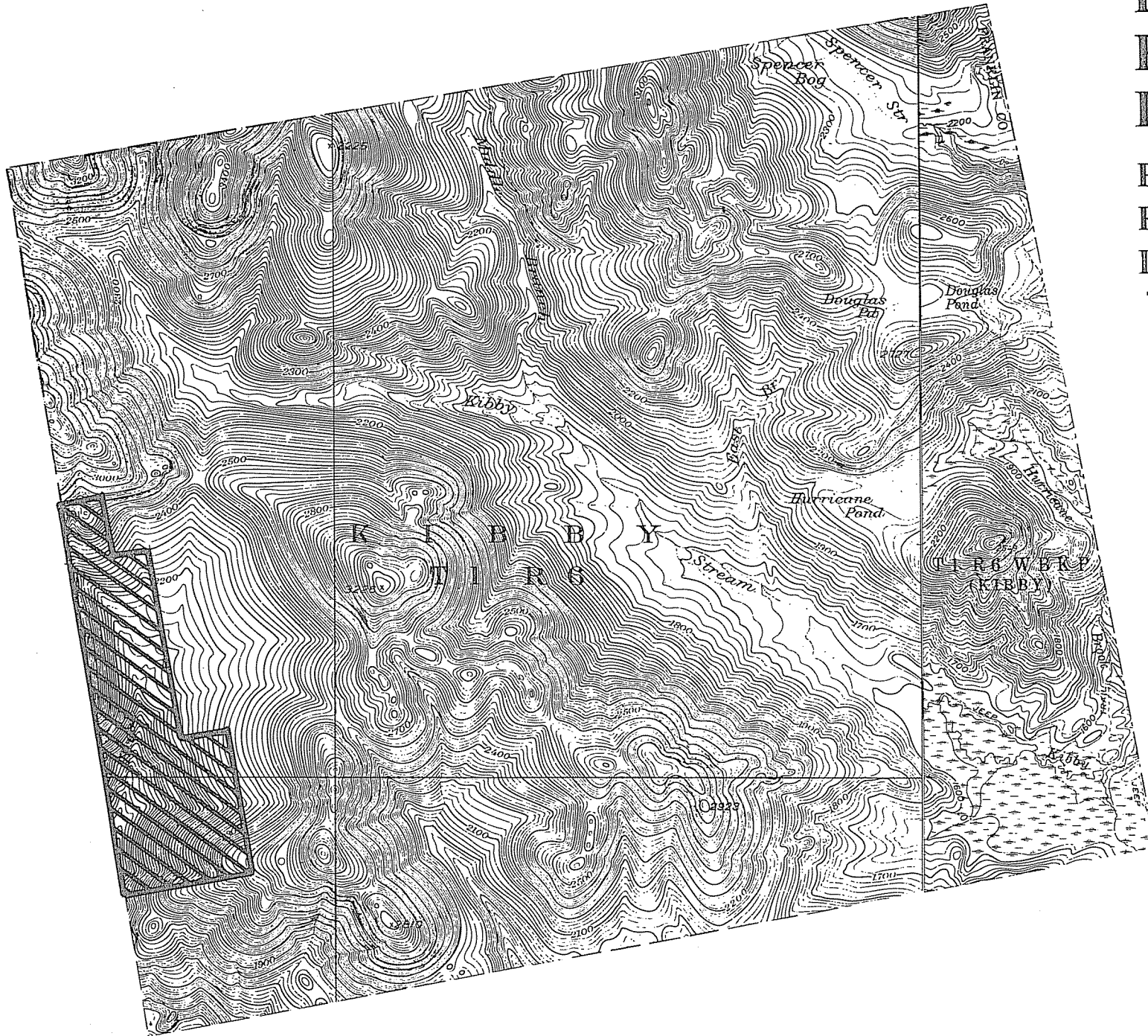
PUBLIC RESERVED LANDS

T1R6WBKP
Kibby

SCALE 0 1 MILE



Located
1,166 acres



Bigelow District
LOCATION MAP
07812 Franklin

EXHIBIT C

QUIT-CLAIM DEED WITHOUT COVENANT

KNOW ALL MEN BY THESE PRESENTS, that S.D. WARREN COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and with a place of business in Fairfield, Somerset County, State of Maine, for valuable consideration paid by STATE OF MAINE, a body politic with offices in Augusta, Kennebec County, State of Maine, the receipt thereof it does hereby knowledge, does hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said STATE OF MAINE, its successors and assigns forever, a certain lot or parcel of land, containing about 7,275 acres, including the land as can now be legally flowed contiguous to said parcel of land, located in Days Academy Twp., Piscataquis County, State of Maine, as shown and described on Attachment A hereto and made a part hereof (hereinafter referred to as the "Granted Premises"). Where said Granted Premises are bounded by roadways, the roadways themselves and the land on which they lie are not included in this conveyance but are retained by Grantor.

Grantor does also hereby grant, without covenants, in common with Grantor, its successors and assigns,

- a. To the State of Maine, its successors and assigns, a permanent right of way for forestry, land management road construction and related forestry land management purposes only; and
- b. To the State of Maine for its use only a right of way for other land management and administrative

purposes only, which right of way shall not be assignable or transferable by the State of Maine and shall terminate as to any parcel when and if said parcel is conveyed by the State of Maine.

Said rights of way to be for ingress and egress for pedestrian and vehicle traffic over the roadways as they now exist or are hereafter relocated from the Ripogenus Dam Road to the above Granted Premises, said roadways as now existing starting at point A on Attachment B hereto and running as follows: Points A to B, B to C, B to D, B to E, D to E, E to F, F to H and F to G. The right of way from point F to G shall be a limited right of way in accordance with the terms of right of way (b) in the previous paragraph. Point H is 250' east of the easterly most point of the Pavilion lot so called.

Said right of way over said roadways is conveyed upon and subject to the following terms and conditions:

1. These granted rights to the State of Maine do not permit the use by the general public.
2. The rights granted here are solely for access to the Granted Premises conveyed above or to any land or interest therein now owned or hereafter acquired by the Grantee adjoining the Granted Premises and shall not be used for access to any other premises;
3. Grantee, its successors and assigns shall have the right to reconstruct and improve the roadways only with the written consent of Grantor, its successors and assigns, which consent shall not unreasonably be denied;

4. Grantee, its successors and assigns shall be under no obligation to maintain, repair or improve said roadways, except it shall at its sole cost repair any damage caused by the use of said roadways by it or its contractors or agents and return the roadways and adjoining ditches and appurtenances to at least as good condition as they were just prior to said use; Grantee, its successors and assigns shall not be responsible for repair of improvements made by or for themselves;
5. Grantor, its successors and assigns, shall be under no obligation to maintain, repair or improve said roadways, except it shall at its sole cost repair any damages to the roadways caused by its uses or the use of its contractors or agents of any improvements made to the roads by or for Grantee; Grantor, its successors and assigns shall not be responsible for repair of improvements made by or for themselves;
6. Grantee agrees to indemnify and hold Grantor and Scott Paper Company, the successors and assigns of each, harmless against any claim, loss, expense, suit or demand asserted against, incurred by, or imposed upon Grantor or Scott Paper Company, the successors and assigns of each, arising in any manner in connection with the use of said roadways by Grantee or those claiming under it and not caused by the negligence of Grantor or Scott Paper Company, the successors and

assigns of each.

7. Grantor its successors and assigns, retains the right to close, lock or otherwise restrict access along or through these rights of way for limited periods of time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of herbicide or other pesticide application or work, periods of high fire danger or periods when logging equipment or camps are unattended. However, Grantee, its successors and assigns, shall be furnished keys to any locked gates or other locked impediments to travel, said keys to be used only by them and others going to their said premises with their permission; said barriers shall remain open and unlocked only long enough to permit passage and shall not be left unlocked and unattended. Reasonable notice of said closing or restrictions shall be given except in emergencies. Except as provided herein, Grantee shall under no circumstances close, lock or otherwise restrict access along or through such roads, gates or rights of way without prior written permission of Grantor, its successors and assigns;
8. Grantor, its successors and assigns, shall have the right to change the location of any roadways

at its own cost from time to time, provided the Grantee its successors and assigns shall have the same rights in such relocated roadway as in the old location and the change of location and the new roadway do not adversely affect the access to said land of the Grantee.

9. Although the Grantor, its successors and assigns, has no obligation to maintain said roadways, in the event it or they do maintain said roadways, the Grantee, its successors and assigns agrees to pay a fair share of said maintenance cost based on the comparable use of said roadways and not on acreage, when and during the period the Grantee, its contractors and agents are using said roadways for log hauling or significant construction or heavy duty use; failure to pay said maintenance costs by the Grantee, shall entitle Grantor, its successors and assigns to deny the Grantee access over said roadways.

The Granted Premises are part of the premises conveyed to _____ by _____ by deed dated _____ and recorded in Piscataquis County Registry of Deeds, Book _____, Page _____. Said parcel was included in deed to Grantor S.D. Warren Company by Scott Paper Company dated June 30, 1986 and recorded in Piscataquis County Registry of Deeds, Book 608, Page 209.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereunto belonging to the said State of Maine,

its successors and assigns, to its and their use and behoof forever.

IN WITNESS WHEREOF, the said S.D. WARREN COMPANY has caused this instrument to be signed in its corporate name by

_____, its _____,

thereunto duly authorized, this _____ day of _____ in the year one thousand nine hundred and ninety.

SIGNED, SEALED AND DELIVERED

in Presence of _____

S.D. WARREN COMPANY

By _____

Its _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF SUFFOLK

Then personally appeared the above-named _____,

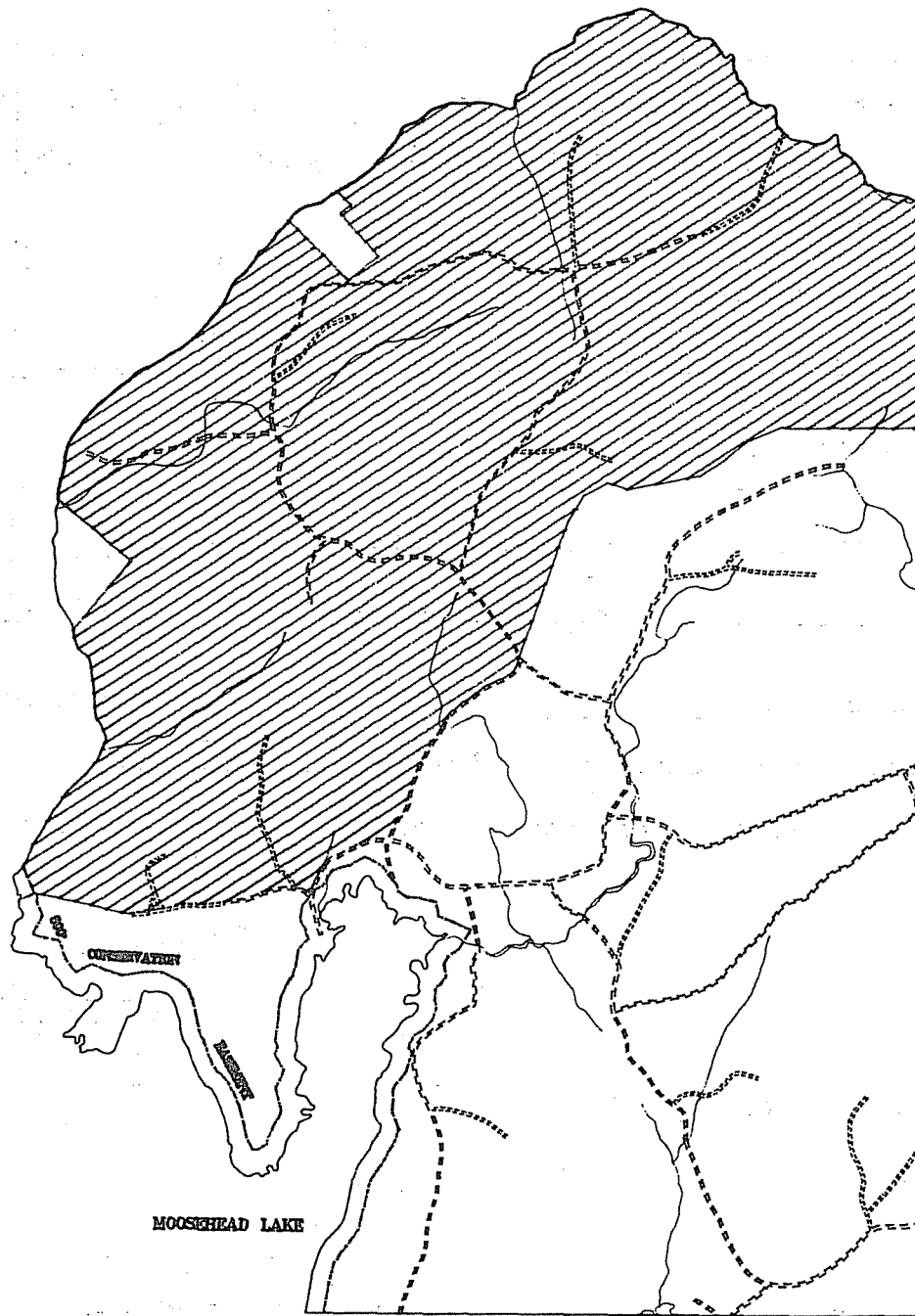
_____, of said Grantor corporation as

aforsaid, and _____ acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said S.D. Warren Company.

Before me,

Notary Public
Printed name:

DAYS ACADEMY



 TRADE AREA

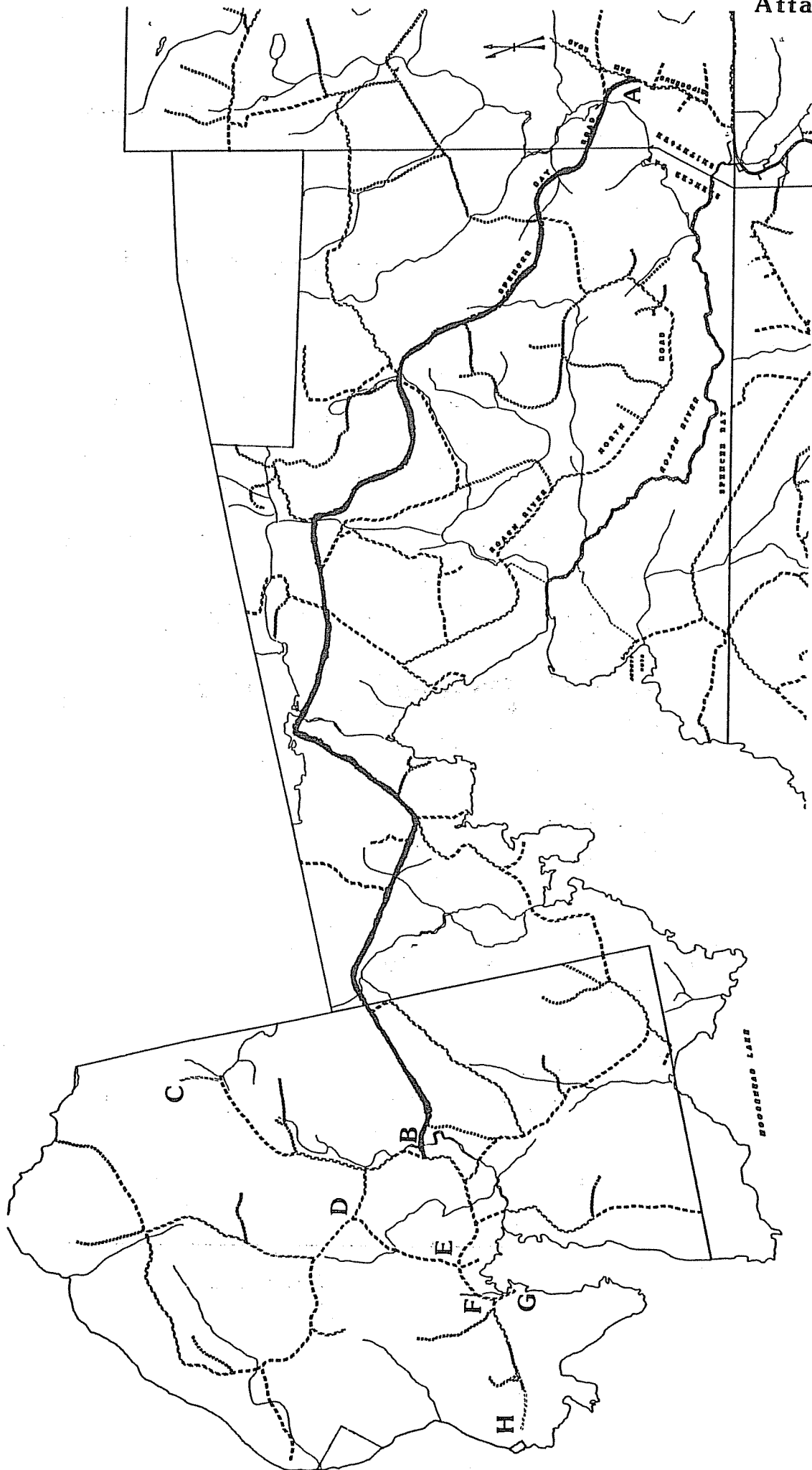


EXHIBIT D

Conservation Easement: Also conveying a Conservation Easement in perpetuity running with the land against certain development of the following parcel of land in Days Academy, Piscataquis County, Maine, described as follows:

Beginning on the westerly line of land of S.D. Warren Company land in Days Academy at the southerly most corner of the Pavilion Lot so called; thence running in a southerly direction along the westerly line of land of S.D. Warren Company land to the high water line of Moosehead Lake as can now legally be flowed; thence running first in a southerly direction and then in such other directions as said high water line may take to the northerly line of T1R14 W.E.L.S. (Spencer Bay Twp.); thence running in an easterly direction along the northerly line of Spencer Bay Twp. to a point 500 feet easterly of the said high water line of Moosehead Lake measured perpendicularly to said water line; thence running first in a northerly direction and then in such other directions as said high water line may take in a line parallel with and 500 feet distant perpendicularly from said high water line to the southerly line of the Pavilion Lot; thence running in a westerly direction along the southerly line of the Pavilion Lot to the point of beginning. Hereinafter referred to as Easement Property.

The terms of this easement are that no buildings or other structures shall be constructed or placed on the Easement Property except (a) any bridges, signs or other structures that may be needed for any roads constructed there or (b) with the written permission of Grantee for safety purposes. Grantor agrees not to construct or place any new roads within the portion of said land that is within 250 feet from said high water line of Moosehead Lake; provided that new construction shall not be deemed to include maintenance, upgrade or repair of existing roads or bridges currently within 250 feet of said high water line. The Easement Property shall not be used for commercial camping except Grantee shall have the right to locate and

maintain up to 9 new water access campsites for public use on the Easement Property; and existing non-commercial campsites may continue and be maintained. In addition, the public shall have access from the water for purposes of non-intensive public outdoor recreation consistent with the Grantor's permitted uses of the Easement Property. Home trailers and mobile homes are prohibited, except as any may pass along any roads. Grantor, its successors and assigns, shall not be responsible for enforcing these restrictions.

Subject to all applicable laws, Grantor, its successors and assigns, may construct roads across said Easement Property, except as restricted in the prior paragraph, remove gravel, conduct timber harvesting operations and forestry operations, including but not limited to thinning and herbicide or other pesticide application or work, on Easement Property and use said property for any other purposes whatsoever except as restricted in this Conservation Easement. Mining activities are prohibited except that gravel may be removed from said Easement Property by Grantor, its successors and assigns, for use only on lands now owned or rights of way or easements for roads now possessed by Grantor or acquired in the future by Grantor or Scott Paper Company; gravel shall not be removed for sale to others.

Grantee shall have the right in a reasonable manner at reasonable times to enter and inspect the Easement Property and enforce the foregoing restrictions and shall have access on foot, by vehicle, or boat for this purpose.

Exhibit D contains the major components of the conservation
easement. Final language to be agreed upon prior to closing.

EXHIBIT E

Conveying all right, title and interest of Grantor in and to the land as is now flowed or can now legally be flowed contiguous to the Easement Property described in Exhibit D, lying between the high water line of Moosehead Lake as is or can now legally be flowed and the natural water line of said Moosehead Lake, and between the westerly line of Grantor as projected southward, southerly of the Pavilion Lot so called, and the northerly line of T1R14 W.E.L.S. (Spencer Bay Twp.) projected westerly, excepting and reserving, however, all rights of flowage over said land now owned by Grantor or others.

EXHIBIT F

Leases Within Property to be Conveyed by Warren to State

Leases covering certain lots or parcels of land situated in Days Academy Grant, W.E.L.S., Piscataquis County, State of Maine, on the shore of Moosehead Lake, and described as follows:

Lots 1 through 6 of Days Academy Lease Area "A", all as shown as Exhibit 84 in a deed from Scott Paper Company to Skylark Inc. dated December 30, 1970, and which deed is recorded in the Piscataquis County Registry of Deeds in Book 395, Page 179.

Lots 1, 2 and 3 of Days Academy Lease Area "B", all as shown as Exhibit 85 in the above deed from Scott Paper Company to Skylark Inc.

Lot 592, the Ralph Young Lease so-called, all as shown as Exhibit 86 in the above deed from Scott Paper Company to Skylark Inc.

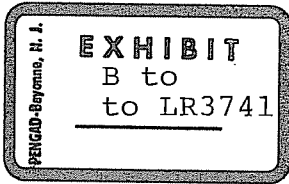
Lease covering a certain lot in Big Squaw Township, T2R6 BKP EKR, Piscataquis County, State of Maine, and described as follows:

The William Gaal lease situated on the southeasterly sideline of Squaw Brook and further described and shown as Exhibit 4 in Schedule 4, Piscataquis County in a deed from Scott Paper Company to Skylark Inc. dated June 3, 1976 and recorded in the Piscataquis County Registry of Deeds in Book 443, Page 288.

Leases within Property to be Conveyed by State to Warren

Lease Lot #1 on the Public Reserved Lands in Chase Stream
Twp. (T1, R6 WBKP), Somerset County.

DRAFT PURCHASE AND SALES AGREEMENT BETWEEN FORD REICHE, CRAIG JONES AND THE BUREAU OF PUBLIC LANDS AS OF 3/15/90



BUREAU OF PUBLIC LANDS
DEPARTMENT OF CONSERVATION
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and Ford S. Reiche and Craig R. Jones of North Yarmouth, Maine (hereinafter referred as the "Grantee"), in accordance with the provisions of 12 M.R.S.A. Subsection 590 and subject to the following terms and conditions:

1. Subject to the terms herein, the State shall convey all of its right, title and interest in and to a certain lot or parcel of land, (hereinafter referred to as the "premises"), as described in Exhibit A attached hereto.
2. The conveyance of the lot forming the premises shall be by deed to Ford S. Reiche and Craig R. Jones as tenants in common. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and Grantees do hereby waive all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises.
3. Grantees shall, at the time of closing, pay to the State of Maine, the sum of \$250.00 by certified or bank check payable to the Treasurer of the State of Maine.
4. The State shall convey the property by quitclaim deed without covenant.
5. The Grantees shall, prior to closing, arrange and pay for the preparation of the Quitclaim deed, including a legal description of the premises, in a form satisfactory to the State.
6. The date of closing shall be within 90 days following the effective date of the legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature).
7. If for any reason the Grantees shall fail to meet the terms of this Agreement, in whole or in part, the agreement shall be terminated, subject to renegotiation at the discretion of the Director of the Bureau.
8. The Grantees hereby acknowledge that they have had an opportunity to inspect the premises or have voluntarily waived such opportunity.

9. The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the second 114th Regular Session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the regular session in 1990.
10. The Grantees accept the premises and any improvements thereon "as is" and without any representation or warranty as to any of the property, its condition, its title, or any matter not explicitly provided for in this Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantees will make all arrangements, at their cost, to secure such approval(s) or permit(s), and the State shall cooperate in connection therewith but without cost to it.
11. Notwithstanding any provision hereof, the State shall not convey any land or interest therein which comprises a public road or a great pond.
12. This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

GRANTEES:

Thomas A. Morrison, Director
Bureau of Public Lands

Ford S. Reiche

Date

Date

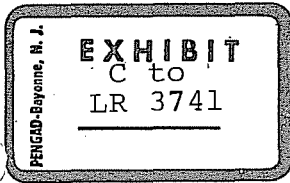
Craig R. Jones

Date

EXHIBIT A

**PROPERTY DESCRIPTION FOR PURCHASE AND SALES AGREEMENT BETWEEN
BUREAU OF PUBLIC LANDS AND FORD S. REICHE AND CRAIG R. JONES**

A certain lot or parcel of land known as the Jordan Woodlot, so-called, on the Mountfort Road in North Yarmouth, Cumberland County, Maine, containing approximately 3 1/2 acres, and being the property conveyed to Fred W. Titcomb by Irvin M. Jordan by deed dated November 24, 1944 and recorded in the Cumberland County Registry of Deeds in Book 1761, Page 198. Being also the property conveyed to Ford S. Reiche and Craig R. Jones as tenants in common, by Richard L. Knight by quitclaim deed dated November 18, 1986 and recorded in said Registry in Book 7490, Page 26.



**PROPOSAL TO RESOLVE THE BOUNDARY LINE DISPUTE ON THE ATTEAN
PUBLIC RESERVED LAND UNIT**

This proposal authorizes the Director of the Bureau of Public Lands (hereinafter "Bureau") to negotiate with Peter Robohm and Joseph G. Cook (hereinafter "claimant") to resolve two issues associated with the Attean Public Lot. The two issues are linked because the Claimant does not wish to settle the access issue unless the boundary line issue is resolved at the same time.

1. Location of north line of public lot. Exhibit A depicts the boundary line as claimed by the Bureau and by the Claimant. The disputed area totals 37 acres. In addition, there is a 13 acre parcel already owned by the claimant which, though not in dispute, lies between the disputed boundary lines. The Bureau shall negotiate with the claimant to locate a new boundary line within the disputed area.
2. Location of a new access road. Exhibit B depicts the existing access road, and the approximate location of a proposed new road for public access. The Bureau will negotiate with the claimant to relocate current access from its present location to a new route. In return for a deeded right of way at the proposed relocation, the State would relinquish any claims to use the existing way. There is advantage to both parties in the proposed relocation. The new route would be much easier for the State to maintain, as it lies on high ground, and further damage to the claimant's fields adjacent to the existing road would be avoided.

*Bureau's Claimed
Original
Public Lot Line*

To Jackman

Robohm & Cook

TN

Moose River

State of Maine

N/F
D'Auteuil
Lumber
Co. Ltd.

Robohm & Cook

State of Maine

McKenney
Brook

Attean
Landing

State of Maine

Claimant Line

Jackman
Attean Twp.

State of Maine

Thompson
Brook

Attean Pond



