

MAINE STATE LEGISLATURE

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116th MAINE LEGISLATURE

FIRST REGULAR SESSION-1993

Legislative Document

No. 1515

S.P. 495

In Senate, May 17, 1993

Resolve, Authorizing the Conveyance of Certain Camp Lease Lots on Public Lands, the Exchange of Certain Rights-of-way for Fee Simple Interest in Land, the Conveyance of Certain Timber and Grass Rights through Release Deeds and the Extension of a Road Construction Use Permit Right-of-way for a Period of 99 Years.

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

A handwritten signature in cursive script that reads "Joy J. O'Brien".

JOY J. O'BRIEN
Secretary of the Senate

Presented by Senator HALL of Piscataquis. (GOVERNOR'S BILL).
Cosponsored by Representative: GOULD of Greenville.

2 **Sec. 1. Director of Bureau of Public Lands; property conveyed by**
3 **quitclaim deed. Resolved:** That the Director of the Bureau of
4 Public Lands may convey by quitclaim deed the following property:

5 1. To Henry Bahrenburg of Newton, Connecticut, John
6 Juliussen of Seaford, New York and Richard Rugen of Hope Falls,
7 New York the land described in a Contract of Sale, dated February
8 19, 1993, between the 3 parties and the State, acting by and
9 through the Department of Conservation, Bureau of Public Lands;

10 2. To Bert Wesley McBurnie and Marguerite Marie McBurnie of
11 Chesuncook Village, Maine the land described in a Contract of
12 Sale, dated February 19, 1993, between the McBurnies and the
13 State, acting by and through the Department of Conservation,
14 Bureau of Public Lands; and

15 3. To David F. Whorf of Falmouth, Maine the land described
16 in a Contract of Sale, dated March 9, 1993, between David F.
17 Whorf and the State, acting by and through the Department of
18 Conservation, Bureau of Public Lands.

19 All money received from the sales of these parcels of land
20 must be deposited in the Public Reserved Lands Acquisition Fund
21 and used to purchase additional land for the public reserved
22 lands system; and be it further

23 **Sec. 2. Director of Bureau of Public Lands; rights-of-way conveyed**
24 **by easement deed. Resolved:** That the Director of the Bureau of
25 Public Lands may convey by easement deed to Patricia Heath of
26 East Sullivan, Maine the rights-of-way described in an Exchange
27 Agreement, dated April 12, 1993, between Patricia Heath and the
28 State, acting by and through the Department of Conservation,
29 Bureau of Public Lands; and be it further

30 **Sec. 3. Director of Bureau of Public Lands; interest in lands conveyed**
31 **by release deeds. Resolved:** That the Director of the Bureau of
32 Public Lands, acting on behalf of the State, is authorized to
33 convey to subsequent owners of record certain timber and grass
34 rights that were released to previous owners of record by the
35 agreements contained in Resolve 1983, chapters 76, 79 and 87 and
36 Resolve 1985, chapters 40 and 77. The State and its agencies and
37 employees are immune from any liabilities, damages, costs or
38 claims of any kind or nature arising from or in any way related
39 to errors in identification of the successor grantees; and be it
40 further

2 **Sec. 4. Director of Bureau of Public Lands; road construction and**
3 **use permit right-of-way extended for term of 99 years. Resolved:** That,
4 notwithstanding the 25-year term limit for leases set forth in
5 the Maine Revised Statutes, Title 12, section 585, subsection 4,
6 paragraph J, the Director of the Bureau of Public Lands may
7 extend to the Forest Products Maintenance Corporation and the
8 Town of Greenville, for a term of 99 years, the right-of-way
9 described in an existing Road Construction and Use Permit
10 Right-of-way, dated August 29, 1988, between the Forest Products
11 Maintenance Corporation and the Bureau of Public Lands.

12
13
14

STATEMENT OF FACT

15 The transactions outlined in this resolve involve proposed
16 conveyances of several parcels of public land, the conveyances of
17 a right-of-way and the conveyance of rights in land through
18 escrowed release deeds.

19
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22

 This resolve authorizes the Director of the Bureau of Public
Lands within the Department of Conservation to:

23 1. In 3 separate transactions, convey a total of 5.14 acres
24 to 3 parties who currently lease the parcels in Chesuncook
25 Village from the State. In exchange for these 3 lots, the Bureau
26 of Public Lands will receive a total of \$59,000. Details of
27 these 3 transactions are contained in the 3 Contracts of Sale
28 attached as Exhibit A, Exhibit B and Exhibit C;

29

30 2. Convey a nonexclusive right-of-way to Patricia Heath, an
31 abutter of the public lands of the Donnell Pond Unit in Hancock
32 County. These rights-of-way are currently held by other
33 neighbors on Flanders Pond, but were never conveyed to Patricia
34 Heath. In exchange for the right-of-way, the State will receive
35 fee simple title to a small triangle of land that lies between
36 the public lands and the road over which rights-of-way are to be
37 conveyed. Details of this transaction are contained in the
38 Exchange Agreement attached as Exhibit D;

39

40 3. Convey release deeds to the parties or their successors
41 in title named in agreements contained in Resolve 1983, chapters
42 76, 79 and 87 and Resolve 1985, chapters 40 and 77. These
43 resolves authorized the exchange or sale of certain public
44 reserved lands that were subject to timber and grass rights.
45 However, many of the release deeds authorized to be executed in
46 these resolves were never delivered, but were held in escrow
47 awaiting completion of other transactions for more than 7 years.
48 In some instances, the lands were conveyed to one or more

2 successor grantees before the deeds were delivered out of
3 escrow. To correct this situation, it is necessary to authorize
4 the Director of the Bureau of Public Lands, on behalf of the
5 State, to convey the timber and grass rights described in the
6 escrowed release deeds to the present owner or owners of record
7 of the former public reserved lands to which those timber and
8 grass rights related; and

9
10 4. Reissue an existing lease currently in effect between
11 the Forest Products Maintenance Corporation and the Bureau of
12 Public Lands. The new lease will contain the same terms as the
13 current lease, except that it will be for the term of 99 years
14 and will include the Town of Greenville as an additional
15 grantee. The lease provides essential access to the Town of
16 Greenville's industrial park.

CONTRACT OF SALE
(STATE OF MAINE SELLER)

THIS CONTRACT OF SALE made this 19th day of FEBRUARY, 1993 by and between the STATE OF MAINE, acting by and through its DEPARTMENT OF CONSERVATION, BUREAU OF PUBLIC LANDS, (the "Seller"), and HENRY BAHRENBURG, of Newton, Connecticut; JOHN JULIUSSEN of Seaford, New York; and RICHARD RUGEN, of Massapequa, New York (the "Buyer"), the addresses of each being set forth in Section 11 herein.

WITNESSETH:

For valuable consideration paid, Seller and Buyer covenant and agree as follows:

Section 1. Sale of the Premises and Acceptable Title.

1.1 Seller agrees to sell, and Buyer agrees to purchase, that certain lot or parcel of land, and all easements and appurtenances thereunto belonging, exclusive of any buildings or improvements presently owned by Buyer, located in the Village of Chesuncook, Chesuncook Township, County of Piscataquis, State of Maine, substantially in compliance with the property shown on a sketch entitled " Area to Be Conveyed from State of Maine to Bahrenburg, Juliussen and Rugen " dated Augusta 2, 1991, Scale 1"=30', said sketch being shown on the attached Exhibit A (the "Premises"). Provided that the square footage to be conveyed shall not exceed Thirty Seven Thousand (37,000) square feet.

1.2. Seller shall convey the Premises by Quitclaim Deed without covenants.

Section 2. Purchase Price.

2.1. The purchase price for the Premises (the "Purchase Price") is Eighteen Thousand (\$18,000.00) Dollars, due and payable as follows:

2.1.a. \$500.00 upon execution of this Contract; and

2.1.b. \$17,500.00 at Closing.

All payments to be made in accordance with Section 2.2.

2.2. All monies payable under this Contract shall be paid by certified checks drawn on a financial institution authorized to do business in the State of Maine and having a banking office in the State of Maine, payable to the order of "Treasurer, State of Maine". No interest shall be paid on any sums deposited with Seller.

Section 3. Closing of Title.

3.1. Except as otherwise provided in this Contract, the closing of title (the "Closing") shall take place within sixty (60) days of the execution of this Contract by all parties. Execution is defined to include legislative approval as set forth in Section 11.2 herein. The Closing shall be held at the offices of Seller in Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 4. Objections to Title: Termination Provisions.

4.1. Buyer shall give Seller written notice of defects in title within thirty (30) days of execution of this Contract or such defects, if any, shall be deemed irrevocably waived. If, in the sole opinion of Seller, it is unable to give marketable title pursuant to the Maine State Bar Association Standards of Title, Buyer may:

- 4.1.a. Accept a refund of any sums paid under this Contract and upon the making of such refund this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract; or
- 4.1.b. Accept such title as Seller may be able to convey without reduction in the Purchase Price or any credit or allowance against the same, and without any other liability on the part of the Seller.

Section 5. Destruction. Damage or Condemnation.

5.1. If, prior to Closing, there shall occur any material damage or destruction to the Premises by fire or other casualty or any material taking of the Premises (or any part thereof) by eminent domain, Buyer may terminate this Contract by written notice in accordance with Section 2.2. Upon termination, neither Seller nor Buyer shall have any further obligation or liability to or against the other, other than the return of any sums paid under this Contract. Buyer shall exercise this option by notice to Seller within ten (10) days after notice from Seller specifying the occurrence of the damage or destruction or the taking by eminent domain. Material damage, destruction, or taking shall mean damage, destruction or taking of a value equal to or in excess of the purchase price.

5.2. If, prior to Closing, there shall occur any immaterial damage or destruction to the Premises by fire or other casualty or any immaterial taking of the Premises (or any part thereof) by eminent domain, this Contract shall remain in full force and effect, and the Closing shall nevertheless occur without any adjustment to the Purchase Price. Immaterial damage or destruction shall mean damage or destruction in an amount less than the purchase price.

5.3. Damage to or destruction of the buildings and improvements owned by Buyer or other parties and located on the Premises shall not be grounds for termination of this Contract.

Section 6. Access to the Premises.

6.1. Seller agrees that between the date of this Contract and the Closing, Buyer and Buyer's representatives may have access to the Premises for purposes of performing water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) and conducting boundary, resource and topographical surveys. Provided, however, that (a) such persons enter onto the Premises at their own risk of loss and harm; and (b) Buyer shall restore the Premises in the event of any significant disturbance as a result of such work. In the event that Buyer is not satisfied with the results of its tests, it may treat such determination on test results as a title defect for the purposes of terminating this Contract in accordance with Section 4. All test and survey results shall be made available to Seller upon request, and, in the event that this Contract is terminated, the information and documentation relating to such work shall become the property of Seller to the extent of Buyer's power of transfer over such work.

Section 7. Apportionment of Assessments.

7.1. Buyer agrees to pay any and all real estate and personal property taxes assessed with respect to the Property together with any penalties and interest and regardless of assessment date.

7.2. Each party acknowledges that the transfer of title to the Premises is exempt from real estate transfer taxes pursuant to 36 M.R.S.A. §4641-C(1).

Section 8. Representations by Buyer.

8.1. Buyer warrants that no broker was used to procure this Contract and agrees to indemnify and save harmless Seller from and against any claims, demands or causes of action brought by a broker for commissions arising out of the sale of the Premises to Buyer.

Section 9. Waiver.

9.1. No provision of this Contract may be amended or waived except by written agreement signed by both parties.

Section 10. Notices.

10.1. Any communication required or appropriate to be given under this Contract shall be in writing and mailed by Certified or Registered U.S. Mail, Return Receipt Requested, or sent via a recognized commercial carrier, such as, but not limited to Federal Express, which requires a return receipt to be delivered to the sending party. Such communication shall be addressed as follows:

Seller: State of Maine
Department of Conservation
State House Station 41
Augusta, ME 04333-0041
Attention: Thomas A. Morrison, Director

With a Copy to: Legal Division
Maine Department of Transportation
State House Station 16
Augusta, ME 04333-0016

Buyer: Henry Bahrenburg
124 Bushy Hill Road
Newton, CT 06470

John Juliussen
40015 Heyward Drive
Seaford, NY 11783

Richard Rugen
10 Westminister Street
Massapequa, NY 11758

R.D. 2, Box 2148A
Hope Falls, NY 12134

Addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

Section 11. Capacity.

11.1. Each party represents that: such party has full power and authority to perform its obligations hereunder, subject to the provisions of Section 11.2 herein, and that any person or entity executing this Contract on behalf of the representing party has the authority to act on behalf of and bind such party; that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of such party; that the performance of this Contract will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or

order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound; and that at Closing, such party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

11.2. This Contract is subject to approval of the Maine State Legislature and, if approved, shall take effect ninety (90) days from adjournment thereof.

Section 12. Governing Law.

12.1. This Contract is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 13. Expenses.

13.1. Whether or not the transactions contemplated by this Contract are consummated, each party, unless this Contract expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Contract, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party.

Section 14. Successors and Assigns.

14.1. This Contract shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties.

Section 15. Entire Agreement and Survival.

15.1. All understandings and agreements heretofore had between the parties are merged into this Contract. The covenants, agreements and representations made by the parties and contained in this Contract shall survive the Closing.

Section 16. Counterparts.

16.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SELLER:

State of Maine
Department of Conservation
Bureau of Public Lands

Henry J. Wittenore
Witness

Thomas A. Morrison
Thomas A. Morrison
Its Director

Buyer:

Elizabeth Juliussen
Witness

Henry Bahrenburg
Henry Bahrenburg

Elizabeth Rugen
Witness

John Juliussen
John Juliussen

Elizabeth Juliussen
Witness

Richard Rugen
Richard Rugen

CONTRACT OF SALE
(STATE OF MAINE SELLER)

THIS CONTRACT OF SALE made this 19th day of FEBRUARY, 1993 by and between the STATE OF MAINE, acting by and through its DEPARTMENT OF CONSERVATION, BUREAU OF PUBLIC LANDS, (the "Seller"), and BERT WESLEY McBURNIE and MARGUERITE MARIE McBURNIE, of Chesuncook Village, Maine, (the "Buyer"), the addresses of each being set forth in Section 11 herein.

WITNESSETH:

For valuable consideration paid, Seller and Buyer covenant and agree as follows:

Section 1. Sale of the Premises and Acceptable Title.

1.1 Seller agrees to sell, and Buyer agrees to purchase, that certain lot or parcel of land, and all easements and appurtenances thereunto belonging, exclusive of any buildings or improvements presently owned by Buyer, located in the Village of Chesuncook, Chesuncook Township, County of Piscataquis, State of Maine, substantially in compliance with the property shown on a sketch entitled " Area to be Conveyed from the State of Maine to McBurnie " dated August 2, 1991, Scale 1"=100', said sketch being shown on the attached Exhibit A (the "Premises"). Provided that the land to be conveyed shall not exceed Three and One Half (3 1/2) acres.

1.2. Seller shall convey the Premises by Quitclaim Deed without covenants.

Section 2. Purchase Price.

2.1. The purchase price for the Premises (the "Purchase Price") is Twenty Six Thousand (\$26,000.00) Dollars, due and payable as follows:

2.1.a. \$500.00 upon execution of this Contract; and

2.1.b. \$25,500.00 at Closing.

All payments to be made in accordance with Section 2.2.

2.2. All monies payable under this Contract shall be paid by certified checks drawn on a financial institution authorized to do business in the State of Maine and having a banking office in the State of Maine, payable to the order of " Treasurer, State of Maine ". No interest shall be paid on any sums deposited with Seller.

Section 3. Closing of Title.

3.1. Except as otherwise provided in this Contract, the closing of title (the "Closing") shall take place within sixty (60) days of the execution of this Contract by all parties. Execution is defined to include legislative approval as set forth in Section 11.2 herein. The Closing shall be held at the offices of Seller in Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 4. Objections to Title: Termination Provisions.

4.1. Buyer shall give Seller written notice of defects in title within thirty (30) days of execution of this Contract or such defects, if any, shall be deemed irrevocably waived. If, in the sole opinion of Seller, it is unable to give marketable title pursuant to the Maine State Bar Association Standards of Title, Buyer may:

4.1.a. Accept a refund of any sums paid under this Contract and upon the making of such refund this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract; or

4.1.b. Accept such title as Seller may be able to convey without reduction in the Purchase Price or any credit or allowance against the same, and without any other liability on the part of the Seller.

Section 5. Destruction, Damage or Condemnation.

5.1. If, prior to Closing, there shall occur any material damage or destruction to the Premises by fire or other casualty or any material taking of the Premises (or any part thereof) by eminent domain, Buyer may terminate this Contract by written notice in accordance with Section 2.2. Upon termination, neither Seller nor Buyer shall have any further obligation or liability to or against the other, other than the return of any sums paid under this Contract. Buyer shall exercise this option by notice to Seller within ten (10) days after notice from Seller specifying the occurrence of the damage or destruction or the taking by eminent domain. Material damage, destruction, or taking shall mean damage, destruction or taking of a value equal to or in excess of the purchase price.

5.2. If, prior to Closing, there shall occur any immaterial damage or destruction to the Premises by fire or other casualty or any immaterial taking of the Premises (or any part thereof) by eminent domain, this Contract shall remain in full force and effect, and the Closing shall nevertheless occur without any adjustment to the Purchase Price. Immaterial damage or destruction shall mean damage or destruction in an amount less than the purchase price.

5.3. Damage to or destruction of the buildings and improvements owned by Buyer or third parties and located on the Premises shall not be grounds for termination of this Contract.

Section 6. Access to the Premises.

6.1. Seller agrees that between the date of this Contract and the Closing, Buyer and Buyer's representatives may have access to the Premises for purposes of performing water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) and conducting boundary, resource and topographical surveys. Provided, however, that (a) such persons enter onto the Premises at their own risk of loss and harm; and (b) Buyer shall restore the Premises in the event of any significant disturbance as a result of such work. In the event that Buyer is not satisfied with the results of its tests, it may treat such determination on test results as a title defect for the purposes of terminating this Contract in accordance with Section 4. All test and survey results shall be made available to Seller upon request, and, in the event that this Contract is terminated, the information and documentation relating to such work shall become the property of Seller to the extent of Buyer's power of transfer over such work.

Section 7. Apportionment of Assessments.

7.1. Buyer agrees to pay any and all real estate and personal property taxes assessed with respect to the Property together with any penalties and interest and regardless of assessment date.

7.2. Each party acknowledges that the transfer of title to the Premises is exempt from real estate transfer taxes pursuant to 36 M.R.S.A. §4641-C(1).

Section 8. Representations by Buyer.

8.1. Buyer warrants that no broker was used to procure this Contract and agrees to indemnify and save harmless Seller from and against any claims, demands or causes of action brought by a broker for commissions arising out of the sale of the Premises to Buyer.

Section 9. Waiver.

9.1. No provision of this Contract may be amended or waived except by written agreement signed by both parties.

Section 10. Notices.

10.1. Any communication required or appropriate to be given under this Contract shall be in writing and mailed by Certified or Registered U.S. Mail, Return Receipt

Requested, or sent via a recognized commercial carrier, such as, but not limited to Federal Express, which requires a return receipt to be delivered to the sending party. Such communication shall be addressed as follows:

Seller: State of Maine
Department of Conservation
State House Station 41
Augusta, ME 04333-0041
Attention: Thomas A. Morrison, Director

With a Copy to: Legal Division
Maine Department of Transportation
State House Station 16
Augusta, ME 04333-0016

Buyer: Bert Wesley McBurnie &
Marguerite Marie McBurnie
Chesuncook Lake House
Route 76 Box 656
Chesuncook Village, ME 04441

Addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

Section 11. Capacity.

11.1. Each party represents that: such party has full power and authority to perform its obligations hereunder, subject to the provisions of Section 11.2 herein, and that any person or entity executing this Contract on behalf of the representing party has the authority to act on behalf of and bind such party; that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of such party; that the performance of this Contract will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound; and that at Closing, such party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

11.2. This Contract is subject to approval of the Maine State Legislature and, if approved, shall take effect ninety (90) days from adjournment thereof.

Section 12. Governing Law.

12.1. This Contract is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 13. Expenses.

13.1. Whether or not the transactions contemplated by this Contract are consummated, each party, unless this Contract expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Contract, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party.

Section 14. Successors and Assigns.

14.1. This Contract shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties.

Section 15. Entire Agreement and Survival.

15.1. All understandings and agreements heretofore had between the parties are merged into this Contract. The covenants, agreements and representations made by the parties and contained in this Contract shall survive the Closing.

Section 16. Counterparts.

16.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SELLER:

State of Maine
Department of Conservation
Bureau of Public Lands

Henry J. Whittlemore
Witness

Thomas A. Morrison
Thomas A. Morrison
Its Director

Shirley Stapp
Witness

Buyer:

Bert Wesley McBurnie
Bert Wesley McBurnie

Shirley Stapp
Witness

Marguerite Marie McBurnie
Marguerite Marie McBurnie

RECEIVED

NOTARY PUBLIC
STATE OF CALIFORNIA

CONTRACT OF SALE
(STATE OF MAINE SELLER)

THIS CONTRACT OF SALE made this 9th day of March, 1993 by and between the STATE OF MAINE, acting by and through its DEPARTMENT OF CONSERVATION, BUREAU OF PUBLIC LANDS, (the "Seller"), and DAVID F. WHORF of Falmouth, Maine (the "Buyer"), the addresses of each being set forth in Section 11 herein.

WITNESSETH:

For valuable consideration paid, Seller and Buyer covenant and agree as follows:

Section 1. Sale of the Premises and Acceptable Title.

1.1. Seller agrees to sell, and Buyer agrees to purchase, that certain lot or parcel of land, and all easements and appurtenances thereunto belonging, exclusive of any buildings or improvements presently owned by Buyer, located in the Village of Chesuncook, Chesuncook Township, County of Piscataquis, State of Maine, substantially in compliance with the property shown on a sketch entitled "Area to Be Conveyed from State of Maine to Whorf" dated August 2, 1991, Scale 1" = 30', said sketch being shown on the attached Exhibit A (the "Premises"). Together with the nonexclusive right to draw water from the existing spring shown on said sketch, such right to be appurtenant to the Premises only. Provided that the square footage to be conveyed shall not exceed Thirty Thousand (30,000) square feet.

1.2. Seller shall convey the Premises by Quitclaim Deed without covenants.

Section 2. Purchase Price.

2.1. The purchase price for the Premises (the "Purchase Price") is Fifteen Thousand (\$15,000.00) Dollars, due and payable as follows:

- 2.1.a. \$500.00 upon execution of this Contract:
and
2.1.b. \$14,500.00 at Closing.

All payments to be made in accordance with Section 2.2.

2.2. All monies payable under this Contract shall be paid by certified checks drawn on a financial institution authorized to do business in the State of Maine and having a banking office in the State of Maine, payable to the order of "Treasurer, State of Maine". No interest shall be paid on any sums deposited with Seller.

Section 3. Closing of Title.

3.1. Except as otherwise provided in this Contract, the closing of title (the "Closing") shall take place within sixty (60) days of the execution of this Contract by all parties. Execution is defined to include legislative approval as set forth in Section 11.2 herein. The Closing shall be held at the offices of Seller in Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 4. Objections to Title; Termination Provisions.

4.1. Buyer shall give Seller written notice of defects in title within thirty (30) days of execution of this Contract or such defects, if any, shall be deemed irrevocably waived. If Seller is unable to give marketable title pursuant to the Maine State Bar Association Standards of Title free and clear of all encumbrances, Buyer may:

- 4.1.a. Accept a refund of any sums paid under this Contract and upon the making of such refund this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract; or
- 4.1.b. Accept such title as Seller may be able to convey without reduction in the Purchase Price or any credit or allowance against the same, and without any other liability on the part of the Seller.

Section 5. Destruction, Damage or Condemnation.

5.1. If, prior to Closing, there shall occur any material damage or destruction to the Premises by fire or other casualty or any material taking of the Premises (or any part thereof) by eminent domain, Buyer may terminate this Contract by written notice in accordance with Section 2.2. Upon termination, neither Seller nor Buyer shall have any further obligation or liability to or against the other, other than the return of any sums paid under this Contract. Buyer shall exercise this option by notice to Seller within ten (10) days after receipt of notice from Seller specifying the occurrence of the damage or destruction or the taking by eminent domain. Material damage, destruction, or taking shall mean damage, destruction or taking of a value equal to or in excess of ten percent (10%) of the purchase price.

5.2. If, prior to Closing, there shall occur any immaterial damage or destruction to the Premises by fire or other casualty or any immaterial taking of the Premises (or any

part thereof) by eminent domain, this Contract shall remain in full force and effect, and the Closing shall nevertheless occur without any adjustment to the Purchase Price. Immaterial damage or destruction shall mean damage or destruction in an amount less than ten percent (10%) of the purchase price.

5.3 Damage to or destruction of the buildings and improvements owned by Buyer or third parties and located on the Premises shall not be grounds for termination of this Contract unless said buildings or improvements are damaged to the extent of fifty percent (50%) of their value in which event Buyer shall have the right to terminate this Contract and to receive all sums paid thereunder. In the event of termination pursuant to this section, the ground lease of the Premises between Buyer and Seller shall be deemed cancelled and rescinded and the leasehold shall revert to the Seller without any further action of the part of either party.

Section 6. Access to the Premises.

6.1. Seller agrees that between the date of this Contract and the Closing, Buyer and Buyer's representatives may have access to the Premises for purposes of performing water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) and conducting boundary, resource and topographical surveys. Provided, however, that (a) such persons enter onto the Premises at their own risk of loss and harm; and (b) Buyer shall restore the Premises in the event of any significant disturbance as a result of such work. In the event that Buyer is not satisfied with the results of its tests, it may treat such determination on test results as a title defect for the purposes of terminating this Contract in accordance with Section 4. All test and survey results shall be made available to Seller upon request, and, in the event that this Contract is terminated, the information and documentation relating to such work shall become the property of Seller to the extent of Buyer's power of transfer over such work.

Section 7. Apportionment of Assessments.

7.1. Buyer agrees to pay any and all real estate and personal property taxes assessed with respect to the Property together with any penalties and interest and regardless of assessment date.

7.2. Each party acknowledges that the transfer of title to the Premises is exempt from real estate transfer taxes pursuant to 36 M.R.S.A. §4641-C(1).

Section 8. Representations by Buyer.

8.1. Buyer warrants that no broker was used to procure this Contract and agrees to indemnify and save harmless Seller from and against any claims, demands or causes of action brought by a broker employed by Buyer for commissions arising out of the sale of the Premises to Buyer.

Section 9. Waiver.

9.1. No provision of this Contract may be amended or waived except by written agreement signed by both parties.

Section 10. Notices.

10.1. Any communication required or appropriate to be given under this Contract shall be in writing and mailed by Certified or Registered U.S. Mail, Return Receipt Requested, or sent via a recognized commercial carrier, such as, but not limited to Federal Express, which requires a return receipt to be delivered to the sending party. Such communication shall be addressed as follows:

Seller: State of Maine
Department of Conservation
State House Station 41
Augusta, ME 04333-0041
Attention:
Thomas A. Morrison, Director

With a Copy to: Legal Division
Maine Department of Transportation
State House Station 16
Augusta, ME 04333-0016

Buyer: David F. Whorf
4 Tanya Lane
Falmouth, ME 04105

Addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

Section 11. Capacity.

11.1. Each party represents that: such party has full power and authority to perform its obligations hereunder, subject to the provisions of Section 11.2 herein, and that any person or entity executing this Contract on behalf of the representing party has the authority to act on behalf of and bind such party; that any person or entity executing any closing documents by or on behalf of the representing party has been and

will be duly authorized to act on behalf of such party; that the performance of this Contract will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound; and that at Closing, such party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

11.2. This Contract is subject to approval of the Maine State Legislature and shall take effect ninety (90) days from adjournment thereof. Seller agrees to send notice of such effective date to Buyer by regular mail but failure thereof shall not be grounds for rescission of this Contract.

Section 12. Governing Law.

12.1. This Contract is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 13. Expenses.

13.1. Whether or not the transactions contemplated by this Contract are consummated, each party, unless this Contract expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Contract, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party.

Section 14. Successors and Assigns.

14.1. This Contract shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties.

Section 15. Entire Agreement and Survival.

15.1. All understandings and agreements heretofore had between the parties are merged into this Contract. The covenants, agreements and representations made by the parties and contained in this Contract shall survive the Closing.

Section 16. Counterparts.

16.1. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SELLER:

State of Maine
Department of Conservation
Bureau of Public Lands

Henry J. Wattleboro
Witness

Thomas A. Morrison
Thomas A. Morrison
Its Director

BUYER:

Mary D. Whorf
Witness

David F. Whorf
David F. Whorf

93006/HILTON

EXCHANGE AGREEMENT

THIS AGREEMENT made as of this TWELFTH day of APRIL, 1993, between the STATE OF MAINE, acting by and through its DEPARTMENT OF CONSERVATION, Bureau of Public Lands, with an address at State House Station 22, Augusta, Maine 04333 (the "First Party") and PAUL HEATH and PATRICIA HEATH, of East Sullivan, Maine, with an address of P.O.Box 60, East Sullivan, Maine 04607, (the "Second Party").

WITNESSETH:

For valuable consideration received, the First Party and the Second Party hereto hereby covenant and agree as follows:

Section 1. Premises to be Exchanged.

1.1 First Party shall sell and convey to the Second Party, and Second Party agrees to accept, that certain property, with any buildings and improvements located thereon and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the Town of Sullivan, Hancock County, State of Maine, and being described in Exhibit 1 and shown on Exhibit 3, both of which are attached hereto and incorporated herein, in fee simple and on the terms and conditions set forth in this Agreement.

1.2 Second Party shall sell and convey to the First Party, and First Party agrees to accept, that certain property, with any buildings and improvements located thereon and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the Town of Sullivan, Hancock County, State of Maine, and being described in Exhibit 2 and shown on Exhibit 4, both of which are attached hereto and incorporated herein, in fee simple and on the terms and conditions set forth in this Agreement.

1.3 The conveyance by the First Party shall be made by quitclaim deed, free and clear of all liens and encumbrances arising from May 25, 1988, to the present.

1.4 The conveyance by the Second Party shall be made by good clear record and marketable fee simple title to its premises conveyed by quitclaim deed with covenant, free and clear of any and all liens, encumbrances, or other defects in title that would otherwise render it unmarketable and subject only to building and zoning restrictions.

1.5 The parties agree that for purposes of this Agreement, in addition to other interpretations of the term accorded by applicable law, a title shall not be considered "marketable" hereunder if there is significant variation between the total acreage a party is actually able to convey and the acreage contemplated under this Agreement, if the location of any of the boundaries of the Premises is substantially different than that contemplated by the parties and shown on Exhibit 3, or if the location of one or more boundaries of the Premises is not

reasonably ascertainable without a survey. The parties agree that such matters shall constitute title defects.

Section 2. Purchase Price.

2.1 The parties agree that the value of the parcel to be conveyed by the First Party, described in Exhibit 1 is the same as the value of the parcel to be conveyed by the Second Party, described in Exhibit 2, and that each value constitutes a Purchase Price and as such is full and sufficient consideration. Each Purchase Price is based on conveyance of good, clear record and marketable fee simple title as required in Section 1 above.

2.2 In the event that, as a result of survey, title, or other work, any defects are found in the title to either property, and so reported, then if such defects are not cured within in accordance with the provisions of Section 1 and 4.1, or that the inspection pursuant to Section 5.1 was unsatisfactory, then the party so giving notice of the defect shall notify the other party and the parties shall negotiate in good faith to establish a reduced purchase price. If the parties are unable to reach an agreement upon such price within seven (7) days after such notice, then the party objecting to title shall have the right to elect to terminate this Agreement within seven (7) days thereafter. In the event that the price is adjusted under this provision, then such adjusted price thereafter shall constitute the Purchase Price under this Agreement. If the party objecting to title elects to terminate this Agreement, then upon notice thereof to the other party this Agreement shall be null and void.

2.3 All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by certified funds drawn on any bank, savings bank, trust company, or savings and loan association having a banking office in the State of Maine, payable to the order of Seller.

Section 3. Closing of Title and Exchange of Deeds.

3.1 Except as otherwise provided in this Agreement, the deeds for the respective premises shall be delivered and exchanged upon the receipt of any payments required by this Agreement at closing of title (the "Closing"). The Closing shall take place within sixty (60) days of the execution of this Contract by all parties, as to which date time is of the essence. Execution is defined to include legislative approval as set forth in Section 8.1 hereinbelow. The Closing will be held in the offices of the Bureau of Public Lands, Department of Conservation, Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 4. Objections to Title, Failure to Perform.

4.1. Each Party will be responsible for such party's examination of title. Notice of Defects in the title must be given at least ten (10) days prior to the Closing. The party receiving such Notice of Defects shall have a good faith obligation to use diligent efforts to cure any such title defects and shall give written return notice within seven (7) days of receiving the Notice of the steps it intends to take to cure the problems set forth in the Notice of Defects. The party receiving the Notice of Defects shall be entitled to a reasonable extension of the Closing Date to perform such work. In the event that the party objecting to title determines that said steps to cure are insufficient in part or as a whole, then it may elect to exercise the rights set forth under Section 2.2 hereof or to take steps to cure the problems itself and in such latter case it shall be entitled to an extension of the Closing Date for a reasonable period for the performance of such work, as well as to an adjustment of the Purchase Price to reflect the costs of such cure.

4.2 Second Party agrees that should the First Party in its sole discretion decide to acquire title to the premises of the Second Party by condemnation based upon unmarketable, questionable, or defective title or boundaries, the Second Party agrees to a friendly condemnation, so called, so long as the Second Party is paid the Purchase Price hereunder and, by the execution hereof, the Second Party waives and forever releases to the First Party any and all rights to a hearing on said taking, all rights to compensation except as provided in this Agreement, all rights of appeal and any and all rights to relocation benefits, if any. No condemnation shall occur before the Closing Date unless specifically agreed to by the Second Party. This provision shall constitute the consent required for acquisition under applicable eminent domain laws.

Section 5. Access to the Premises.

5.1 The parties covenant that between the date of this Agreement and the Closing that each party shall allow the other party or its representatives access to the respective premises, and such persons or representatives shall have the right to perform water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) on the Premises and to conduct boundary, resource and topographical surveys. Provided, however, that (a) such access does not interfere with the conduct of any party's business, if any; (b) such persons enter onto the respective premises at their own risk of loss and harm; and (c) the entering party shall restore the Premises in the event of any significant disturbance as a result of such work. In the event that a party is not satisfied with the results of its tests, including without limitation those for water quality, hazardous wastes, underground tanks, or toxic substances,

it may seek an adjustment or terminate this Agreement in accordance with Section 2.2.

Section 6. Apportionments.

6.1 The Second Party agrees to pay all real estate property taxes assessed with respect to its premises which taxes are based upon an assessment date prior to the Closing Date and also any penalties and interest. The Second Party shall be liable for the payment of all betterments pending or assessed against its premises as of the date of the Closing. The Second Party shall provide evidence to the First Party at the Closing that all tax bills and betterments have been paid. The Second Party represents that its premises are not subject to commercial forestry excise taxes.

6.2 Each party acknowledges that the transfer of title to the Premises is exempt from real estate transfer taxes pursuant to 36 M.R.S.A. §4641-C(1).

6.3 Except as provided in Section 6.4, the parties agree that all assessments, penalties, or other amounts made payable due to the removal of the Premises from open space or other forms of tax reduction, shelter, or protection shall be paid by the Second Party.

6.4 Each party represents to the other that it has taken no action which would require the withdrawal of all or part of its premises from taxation under the Tree Growth Tax Law. Each party agrees to pay any penalty assessed for withdrawal as a result of its actions prior to the Closing (other than entering into this Contract and performing its obligations hereunder). After the Closing, each party shall be liable for the payment of any penalty assessed for the withdrawal of its newly-acquired premises from the Tree Growth Tax Law as a result of the sale to it or as a result of its actions after the sale.

6.5 The Second Party represents that they are presently a residents of the State of Maine, and shall remain so through the time of Closing and exchange of deeds. Therefore, pursuant to Title 36 M.R.S.A. §5250-A, the two and one-half (2-1/2%) per cent of any Purchase Price is not required to be withheld from the proceeds at Closing or subsequently forwarded to the State Tax Assessor. The Second Party shall furnish to the First Party a certificate by the Second Party stating, under penalty of perjury, that as of the date of transfer, the Second Party is a resident of the State of Maine.

Section 7. Representations.

7.1 Each party represents and warrants to the other party that, to the best of its knowledge, no hazardous substance or toxic waste has been generated, treated, or stored in or on its premises; there is no hazardous substance or toxic waste in or on its premises that may affect those premises or any use thereof or may support a claim or cause of action under the common law or under any federal, state, or local environmental statute, regulation, ordinance, or other environmental regulatory requirement; nor has any action been instituted for enforcement of same. Each party further represents and covenants to the other party that it shall maintain its premises in the natural condition in which the same now are until Closing.

7.2 Each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction. Each of the parties hereto will pay or discharge (a) any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction, and (b) any and all claims and liabilities for brokerage commissions or finders fees arising from or through persons or entities claiming by or through that party with respect to this transaction.

7.3 The Second Party represents that the Premises to be conveyed currently comply with all state and local land use laws, including without limitation zoning and building laws. The Second Party represents that there has been no division of land affecting the Premises within five (5) years preceding the date of this Contract and that no such division shall occur prior to the Closing. The Second Party shall take no action prior to the Closing to render the above statements untrue.

7.4 Each party represents to the other that its premises are not subject to any lease or to any other possession or estate or to any option, right of refusal or contract of sale. Each party represents to the other that it has the full power and authority to execute, deliver and perform this Agreement and all contracts and documents referred to in this Agreement.

7.5 Each party represents to the other that no portion of its premises shall be occupied by any person or entity under any oral or written lease, easement, license, other claim or contract or in any other manner at Closing.

7.6 The First Party makes no warranties or representations about the condition of its premises or about the condition or suitability of a particular purpose of any improvements thereon.

Section 8. Other Conditions.

8.1 This Agreement is subject to the approval of the Legislature of the State of Maine, and this Agreement shall take effect ninety (90) days from the adjournment of the first Regular Session of the 116th Maine Legislature. In the event that said Agreement is not approved, the First Party may terminate this Agreement by written notice to the Second Party.

Section 9. Waiver.

9.1 No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

Section 10. Notices.

10.1 Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U. S. Mail Certified or Registered Mail, Return Receipt Requested, or sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party and its attorney as follows:

First Party:

State of Maine
Dept. of Conservation
Bureau of Public Lands
State House Station #22
Augusta, Maine 04333
Attn: Thomas Morrison,
Director

With a Copy to:

Legal Division
Maine Dept. of Transportation
State House Station #16
Augusta, Maine 04333
Attn: J. Surran Pyne
Legal Consultant

Second Party:

-7-
Paul and Patricia Heath
P. O. Box 60
East Sullivan, Maine 04607

With a Copy to:

These addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

Section 11. Capacity.

11.1 Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound and, at the Closing, each party shall furnish to the other party and to First Party's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

Section 12. Governing Law.

12.1 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 13. Expenses.

13.1 Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

Section 14. Successors and Assigns.

14.1 This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Section 15. Entire Agreement and Survival.

15.1 All understandings and agreements heretofore had between the parties hereto are merged into this Agreement. The covenants, agreements and representations made by the parties and contained in this Agreement shall survive the Closing.

Section 16. Counterparts.

16.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SECOND PARTY:

Deceased 1/20/93

Witness

PAUL HEATH

Betty L. Watson
Witness

Patricia A. Heath
PATRICIA HEATH

FIRST PARTY:

State of Maine
Department of Conservation
Bureau of Public Lands

Henry J. Whittensop
Witness

By *Thomas Morrison*
Thomas Morrison
Director

ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF HANCOCK
DATE 4-8-93

The foregoing instrument was acknowledged before me
This 8th day of April 1993

NOTARY PUBLIC *Betty L. Watson*

Betty L. Watson, Notary Public
State of Maine
My Commission Expires 7/16/99

Exchange Agreement
BPL and Heath

EXHIBIT 1

A certain right of way to be used in common with others over the existing gravel road as now traveled from Route 183 to Flanders Pond.

EXHIBIT 2

Beginning at a #5 rebar with surveyor's ID #738 found in a stump as shown on Exhibit A; thence S 7° 16' 45" W to the southwesterly side of the existing gravel road running from Route 183 to Flanders Pond, thence running in a generally northwesterly direction along the westerly sideline of said road to a point where it is intersected by a line bearing N 82° 43' 15" W from the #5 rebar which marks the point of beginning, thence S 82° 43' 15" E to the point of beginning.

Meaning and intending to convey a triangular parcel of land bounded on the southwest by said road.

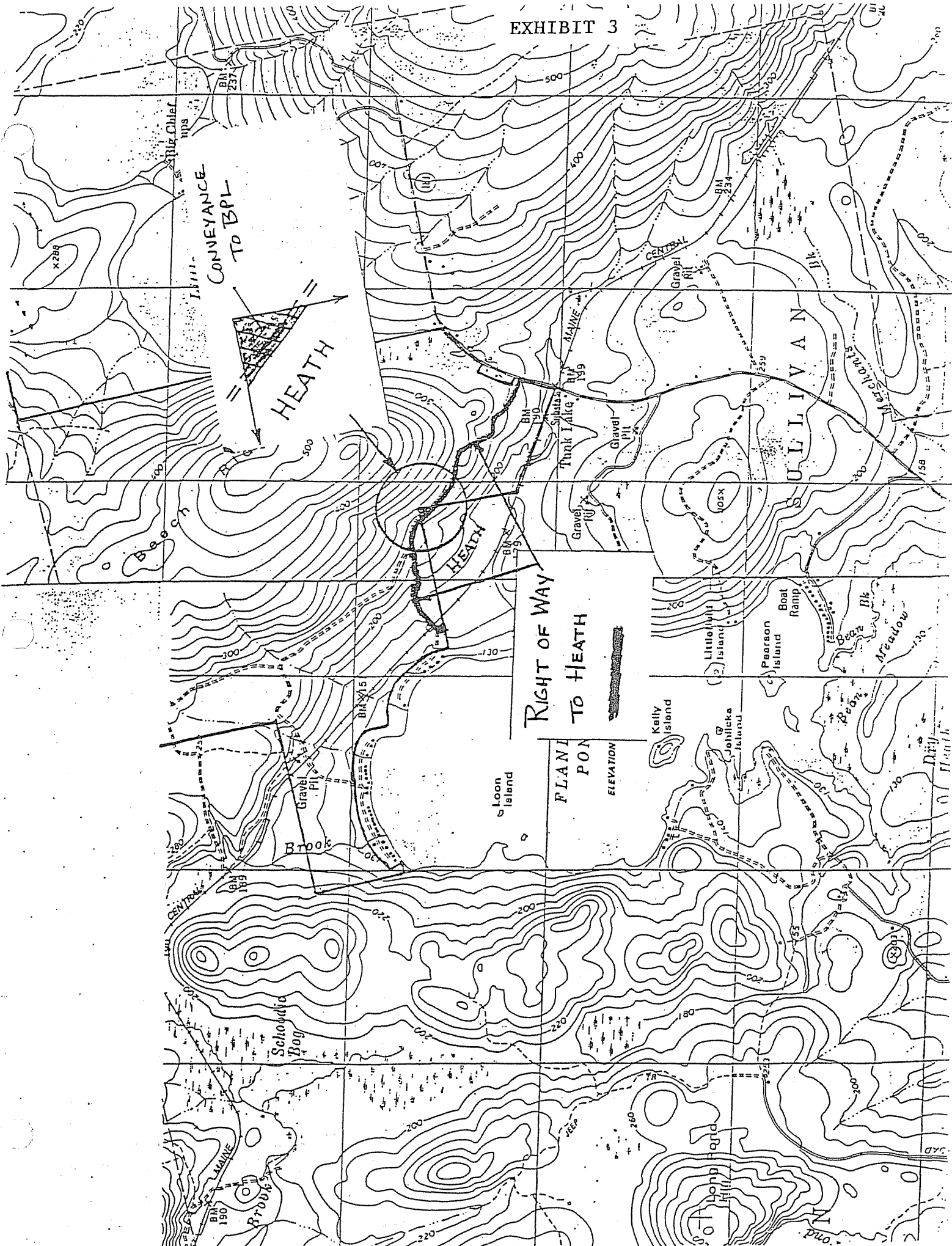
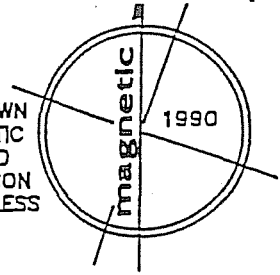
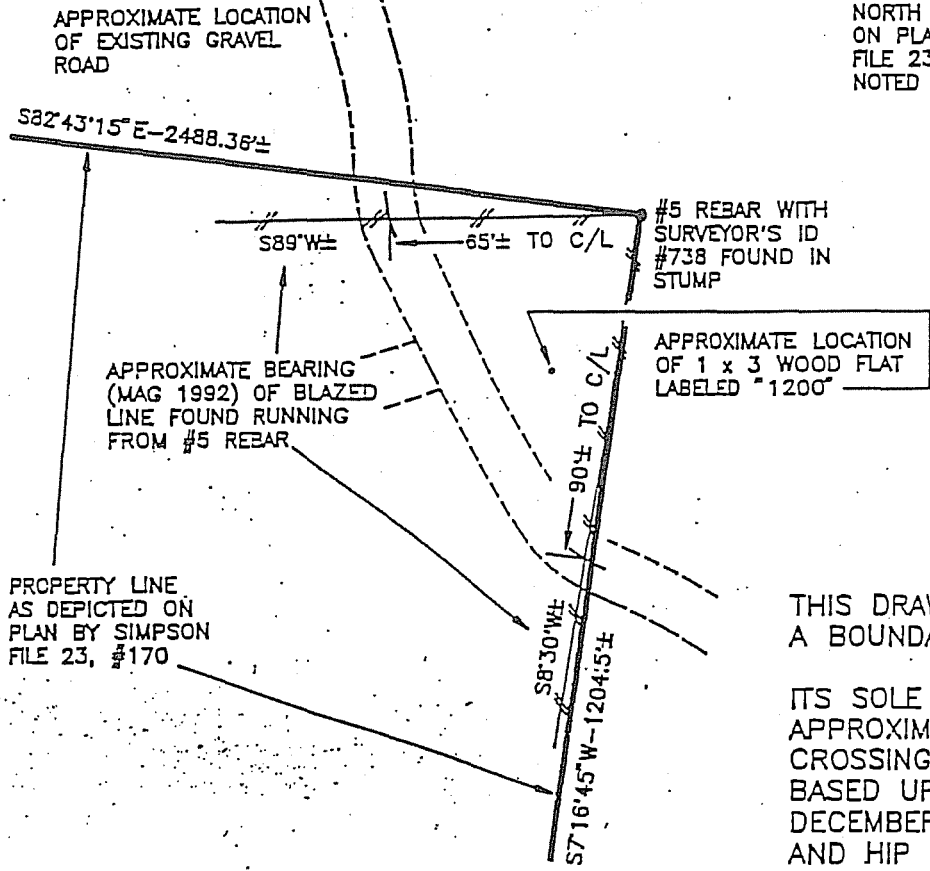


EXHIBIT 4



ALL BEARINGS SHOWN
REFERENCE MAGNETIC
NORTH AS DEPICTED
ON PLAN BY SIMPSON
FILE 23, #170 UNLESS
NOTED OTHERWISE

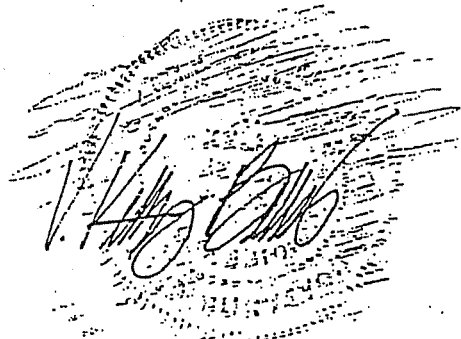


THIS DRAWING DOES NOT REPRESENT
A BOUNDARY SURVEY.

ITS SOLE PURPOSE IS TO SHOW THE
APPROXIMATE LOCATION OF THE ROAD
CROSSING THE SUBJECT PROPERTY
BASED UPON AN INSPECTION MADE ON
DECEMBER 7, 1992 USING A COMPASS
AND HIP CHAIN.

FURTHER REFERENCE IS MADE TO A
PLAN ENTITLED "SURVEY PLAN,
PATRICIA HEATH PROPERTY, EAST
SULLIAN, MAINE" DATED JULY 15, 1990
PREPARED BY CHARLES P. SIMPSON
RECORDED IN FILE 23, #170.

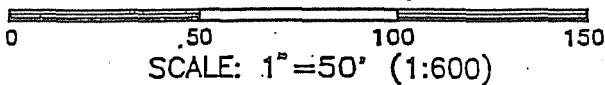
V. KELLY BELLIS, PLS



APPROXIMATE LOCATION OF
EXISTING GRAVEL ROAD
FOR

PAUL & PATRICIA
HEATH
SULLIVAN, MAINE

DECEMBER 8, 1992



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HORIZON
SURVEYING COMPANY

17 UNION STREET ELLSWORTH, MAINE 04803 (207) 657-6972