

# MAINE STATE LEGISLATURE

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**LAWS**  
OF THE  
**STATE OF MAINE**

AS PASSED BY THE  
ONE HUNDRED AND ELEVENTH LEGISLATURE

**SECOND SPECIAL SESSION**

November 18, 1983

AND AT THE

**SECOND REGULAR SESSION**

January 4, 1984 to April 25, 1984

AND AT THE

**THIRD SPECIAL SESSION**

September 4, 1984 to September 11, 1984

PUBLISHED BY THE DIRECTOR OF LEGISLATIVE RESEARCH  
IN ACCORDANCE WITH MAINE REVISED STATUTES  
ANNOTATED, TITLE 3, SECTION 164, SUBSECTION 6.

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J.S. McCarthy Co., Inc.  
Augusta, Maine  
1986

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**RESOLVES**  
OF THE  
**STATE OF MAINE**

AS PASSED AT THE  
SECOND REGULAR SESSION

of the  
ONE HUNDRED AND ELEVENTH LEGISLATURE

1983

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Whereas, negotiations concerning the disposition of the dam and any necessary correction of damage the dam may be causing should commence as soon as possible; and

Whereas, the Department of Agriculture, Food and Rural Resources should begin an investigation towards these ends immediately; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore, be it

Department of Agriculture, Food and Rural Resources required to review and report on the state-owned dam on Dead River, Androscoggin County. Resolved. That the Department of Agriculture, Food and Rural Resources shall by the end of January 1985:

1. Review. Review the current circumstances and condition of the state-owned dam on Dead River in the Town of Leeds, Androscoggin County. This review shall include an investigation of any shoreland erosion alleged to be caused by the dam and steps necessary to prevent any future erosion. The department shall meet with any landowner affected by or who claims to be affected by erosion caused by the dam. The review shall include discussions with the Town of Leeds, the Town of Wayne and the Androscoggin Lake Improvement Corporation concerning the possibilities of transferring ownership of the dam or maintenance responsibilities for the dam to any of these entities; and

2. Report. Report to the joint standing committee of the Legislature having jurisdiction over energy and natural resources the findings and results of the review described in this resolve.

Emergency clause. In view of the emergency cited in the preamble, this resolve shall take effect when approved.

Effective April 12, 1984.

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## CHAPTER 76

H.P. 1710 - L.D. 2258

RESOLVE, Authorizing the Exchange of  
Certain Public Reserved Lands.

Director of the Bureau of Public Lands; authorized to consummate exchange of public reserved lands. Resolved: That the Director, Bureau of Public Lands, is authorized to consummate the exchange of certain Public Reserved Lands contemplated by the agreement dated December 1, 1983, between the STATE OF MAINE and the PINGREE HEIRS, upon terms and conditions set forth in the agreement, including the exhibits and addendum thereto, the agreement being attached hereto and incorporated herein for all purposes. The state covenants not to sue the Pingree Heirs, whether jointly or severally, their predecessors in title or their agents on account of any or all claims arising out of any or all alleged wrongful cutting or other acts occurring on any of the public lots in the State prior to the submission date of this resolve, the State expressly reserving from its covenant the right to pursue any claim it may have against persons or entities other than the Pingree Heirs, their predecessors in title or their agents. Any and all land received by the State pursuant to this exchange shall be, for all purposes, Public Reserved Land of the State of Maine and shall be held in trust by the State under the same terms and conditions as apply to other Public Reserved Lands. Notwithstanding anything in the attached agreement provided, the State shall not convey to the Pingree Heirs any land or interest therein which comprises a public road or great pond.

#### AGREEMENT

This Agreement is made this first day of December, 1983, by and between the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, and Pingree Associates, Inc., a Maine corporation with a place of business in Bangor, Penobscot County, Maine.

For good and valuable consideration extended by each party to the other, the parties hereto agree and covenant as follows:

1. That Pingree Associates shall cause those individuals and fiduciary landowners generally known as the Pingree heirs, hereinafter referred to as "the Pingrees," to convey to the State of Maine, all right, title and interest in the real estate described in Exhibit A attached hereto and made a part hereof;

2. That the State of Maine shall convey to the Pingrees all its right, title and interest in the real estate described in Exhibit B attached hereto and made a part hereof;

3. That the parties hereto shall refrain and desist from all activities or negotiations with other parties to sell, exchange or partition the lands which are the subject of this Agreement, except in connection with an exchange of deeds of partition between the Pingrees and Bessie Wright Phillips, et als., Trustees under Article 6 of the Will of Stephen Phillips in Twp. 4, Range 1, and Twp. 4, Range 2, and between James River Corporation and Bessie Wright Phillips, et als., Trustees under Article 6 of the Will of Stephen Phillips in Twp. 4, Range 1, which exchange of deeds is more fully discussed in the notes appended to Exhibit A attached hereto;

4. That the parties shall not engage in any activity or execute any instrument that would result in any further release, right-of-way, easement, lien or encumbrance relating to the lands which are the subject of this Agreement, without the express, written consent of both parties. The granting of permits, which by their terms expire on or before July 1, 1984, for the conduct of normal commercial forestry practices, shall not be considered an encumbrance;

5. That the cutting of timber on the lands which are the subject of this Agreement, during the term of this Agreement, shall be continued in accordance with mutually acceptable commercial forestry practices and in a manner which accomplishes a parity in the value of wood removed during the term of this Agreement;

6. That all conveyances contemplated by this Agreement shall be made by quitclaim deed, in a form satisfactory to the grantee, and shall convey the lands or interest therein free and clear of all liens and encumbrances, except (a) those encumbrances of record on the date of this Agreement; (b) those liens or encumbrances created since the date of this Agreement which are acceptable to the respective grantee; and (c) those encumbrances normally incident to lands of the type being conveyed and which do not materially interfere with the intended use of the lands. The deeds shall convey or assign, as appropriate, any and all rights-of-way, easements, harvesting or extraction permits, and the grantor's interest in any leases. No less than thirty (30) days prior to the closing of this transaction, the Pingrees shall designate to the State of Maine the particular grantees,

from among the Pingrees, and the fractional interest they are to receive;

7. That the term of this Agreement shall be from the date and year first above written until the date of closing, which date of closing shall be within thirty (30) days following the effective date of legislation authorizing the exchange of lands upon the terms contained in this Agreement. In the event that the Second Regular Session of the 111th Legislature does not approve legislation authorizing the exchange of lands, this Agreement shall terminate on the date of adjournment of the Second Regular Session, unless the term of this Agreement is otherwise extended by the mutual agreement of the parties;

8. That each party shall make available to the other, at the time of closing, such studies, inventories, timber cruises, cutting records, photographs, maps and leases as may be of assistance to the other in its assumption of ownership following the exchange of lands;

9. That 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, the objecting party shall give written notice thereof, and the other party shall use its best efforts to remove or resolve the objection within a reasonable period of time;

10. That taxes assessed against the lands, including all excise taxes and assessments, shall be paid by the party owning the lands, or interest therein, on the date of assessment;

11. That rental payments due on all leases shall be prorated as of the date of closing. With respect to permits for removal of timber or gravel, the grantor shall have the right to the payment of all timber severed or gravel removed from its land prior to the date of closing, and the grantee shall be entitled to retain all such payments for timber severed or gravel removed on or after the date of closing. If either party receives payment of any amounts which, pursuant to the preceding sentence, are due the other party, the party receiving any such amounts shall promptly remit them to the other;

12. That each party shall deliver full possession of its property to the other party at the time of closing;

13. That in the event that a substantial part of the standing timber on one or more tracts is destroyed by fire, wind or other casualty before closing, the grantee may elect not to accept such tract or tracts in exchange, in which event both parties shall use their best efforts to find a mutually acceptable substitute tract or tracts. For the purpose of this paragraph, "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber on a tract;

14. That the parties shall divide equally the cost of surveying and running any boundary lines that may be necessary to accomplish the conveyances contemplated by this Agreement, including, without limitation, the tracts located in Twp. 4, Range 1; Twp. 4, Range 2; Twp. 9, Range 13; Twp. 8, Range 13; Twp. 7, Range 13; and Twp. 8, Range 12. In calculating the division of cost, the contribution of labor and equipment by each party shall be taken into account on the basis of a mutually agreeable formula;

15. That the respective deeds contemplated by this Agreement shall include a reservation to the grantor, and its successors or assigns, of the right to cross and recross the conveyed lands for all purposes, including, but not limited to, access to other lands owned by the grantor whether contiguous or non-contiguous. The right to cross and recross shall expressly include the entire road running from Route 16 in a southerly direction across Twp. 4, Range 2 and Twp. 4, Range 1 to the westerly shore of Mooselookmeguntic Lake, the center line of said road being the proposed common boundary between lands to be held by Bessie Wright Phillips, et als., Trustees under Article 6 of the Will of Stephen Phillips and the State of Maine. In addition to the foregoing, the deed to be given by the Pingrees to the State of Maine shall include a right to cross and recross for all purposes, commercial, recreational and administrative, over an existing road located in Township C leading from South Arm north to Twp. 4, Range 1. The conveyance shall also include the Pingrees' right under a Partition Deed by and between Brown Company and Stephen Wheatland, et als., dated August 17, 1962, and recorded in the Oxford County Registry of Deeds, in Volume 610, Page 395, to cross the road or way leading from Route 16 through Twp. 4, Range 2, and Twp. 4, Range 1, to Mooselookmeguntic Lake;

16. That the parties hereto are aware that legislative authority is necessary to permit the terms hereof to be performed by the State of Maine, and that this Agreement is, therefore, made contingent



upon the granting of such authority. The parties are also aware that, while Pingree Associates has authority from the Pingree heirs to sign this Agreement on the landowners behalf, it does not hold record title nor does it hold a power of attorney sufficient to execute the contemplated deeds on behalf of the owners. For that reason, an addendum executed by all Pingree heirs having an interest in the lands subject to the Agreement will be appended to this Agreement in ratification of the undertaking. The parties hereto will use their best efforts to draft, submit and seek favorable passage of legislation authorizing the exchange of lands contemplated by this Agreement. The legislation shall include a release, containing a covenant not to sue, of any and all claims, arising before the date of submission of the legislation, against the Pingrees, or against their predecessors in title or their agents, arising out of any and all alleged wrongful cutting or other acts occurring on any of the public lots in the State of Maine;

17. That all deeds contemplated by this Agreement shall be delivered promptly after the effective date of legislation authorizing the exchange of deeds;

18. That a mutually satisfactory land management agreement by and between Seven Islands Land Company (land manager for the Pingrees) and the State of Maine shall be executed concurrently with this Agreement, which shall set forth the terms and conditions upon which Seven Islands Land Company shall furnish management services to the State of Maine with respect to those in common and undivided interests, or lands owned by the State of Maine and which are currently managed by Seven Islands Land Company;

19. That all amendments to this Agreement shall be in writing and shall be executed by the parties hereto; and

20. That if difficulties arise in accomplishing the undertakings contained herein, the parties hereto agree to use their best efforts to resolve them;

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

STATE OF MAINE

Richard B. Anderson (signed)  
Its Commissioner of Conservation

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Richard H. Gardiner, Jr. (signed)  
Its Director, Bureau of Public  
Lands

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Bradford S. Wellman (signed)  
Bradford S. Wellman  
Its Duly Authorized President  
PINGREE ASSOCIATES, INC.

EXHIBIT A  
PINGREE TO STATE OF MAINE

<u>Town/Tract</u>	<u>Deeded Acreage</u>
Twp. 16, Range 6 (Exhibit A-1)	16,985
Twp. 15, Range 9 (Exhibit A-2)	1,530
Twp. 11, Range 4 SW 1/4 (Ex- hibit A-3)	173*
Twp. 10, Range 4 NE 1/4 (Ex- hibit A-3)	3,133
Twp. 4, Range 1 (Exhibit C)	12,473**
Twp. 4, Range 2 (Exhibit C)	4,545***
Allagash Tract (Exhibit D)	<u>2,507****</u>
Total	41,346

\*The 173 acres of land in the southwest quarter of Twp. 11, Range 4 represent all the Pingree interest in the strip of land lying easterly of Squa Pan Lake.

\*\*See notes 1 and 2 attached hereto.

\*\*\*See notes 2 and 3 attached hereto.

\*\*\*\*Attached hereto as Exhibit D is a map showing the parcels constituting the Allagash Tract.

The Pingrees hold a .921875 interest in the indicated tract of land located in Twp. 9, Range 13. The other owners within the tract are J. M. Huber Corporation, Henry S. Coe, and Irving Pulp and Paper Ltd. The 328 acres stated represent the net Pingree acres.

EXHIBIT A NOTES:

1. Twp. 4, Range 1, and Twp. 4, Range 2: There is appended hereto, as Exhibit C, a map showing the

property in Twp. 4, Range 2, and the northern part of Twp. 4, Range 1, shaded, which the Pingrees propose to convey to the State of Maine. The tract in Twp. 4, Range 2, is presently owned by the Pingrees, including Bessie Wright Phillips, et als., Trustees under Article 6 of the Will of Stephen Phillips (hereinafter "The Trust"), and the tract in the northerly part of Twp. 4, Range 1, is owned by the Pingrees, including Bessie Wright Phillips, Trustees, (2/3), and by James River Corporation (1/3). Mrs. Stephen Phillips has expressed a strong desire that the aforesaid Trust become the sole owner of the shore area in both towns, being the area shown east of the eastern line on Exhibit C. It is her intent that the land ultimately pass to the Stephen Phillips Memorial Preserve Trust, which trust already holds Students Island in Mooselookmeguntic Lake and the point of land opposite Students Island. In order to accomplish Mrs. Phillips' purpose, the Pingrees and James River Corporation have tentatively agreed to join in deeds of partition that would result in the Trust's sole ownership of the areas in Twp. 4, Range 1, and Twp. 4, Range 2, shown on Exhibit C. The Pingrees would then own the balance of the southerly third of Twp. 4, Range 2, excepting the public lots, the great ponds, and the two-thirds interest in the mineral rights held by Boise Cascade. The Pingrees and James River Corporation (and perhaps the Trust, depending on the final terms of the swap between the Trust and James River Corporation) would own the shaded area of that portion of Twp. 4, Range 1, above Upper Dam. The Pingrees would convey their collective interest in the shaded area to the State, including any interest that the Trust might retain.

2. Twp. 4, Range 1: The acreage figure of 12,473 stated for Twp. 4, Range 1, does not take into account the proposed exchange between the Trust and James River Corporation. The amount of acreage estimated to be involved in the exchange ranges from none (in the event Mrs. Phillips and James River Corporation agree to take compensating acreage from a tract other than the northerly part of Twp. 4, Range 1) to 434 acres (in the event that James River Corporation requires all of Mrs. Phillips' interest to accomplish the proposed land swap.

The Pingrees would prefer to accomplish the land swap with James River Corporation by taking compensating acreage from the mutually acceptable tract that is not involved in this proposed exchange with the State. Should that prove unacceptable to James River Corporation, and recognizing that the effect of the Trust-James River Corporation exchange could

produce a total acreage shortfall in Twp. 4, Range 1, of up to 434 acres, the Pingrees would seek the state's participation in tripartite discussions to seek acceptable compensating acreage within the overall framework of the state's exchanges with Pingree and James River Corporation. In the event that neither of the foregoing alternatives prove successful, the Pingrees propose to establish a contingency fund of identified acres from which to balance the shortfall. The contingency fund would consist of 2 tracts of land from which the State could take compensating acreage, with the caveat that the State would be required to exhaust one tract before electing to take acreage from the other tract. The State would have the option of choosing the contingency fund tract. In order of the Pingree's preference, the available tracts would be:

- a. The public lot in the center of the north line of Township C; or
- b. The public lot in Township C - Surplus.

3. Twp. 4, Range 2: By a deed of partition dated August 17, 1962, recorded in the Oxford County Registry of Deeds in Volume 610, Page 395, the Brown Company and the Pingrees partitioned their interests in Twp. 4, Range 2, with the result that the Pingrees became the sole owners of fee title in the southerly one third of the town, subject to the reservation by the Brown Company of a two-thirds in common and undivided interest in the mineral rights underlying the Pingrees' land. Presumably the mineral rights are presently vested in Boise Cascade as successor in interest to the Brown Company's interest in Twp. 4, Range 2.

EXHIBIT A-1

EAGLE LAKE

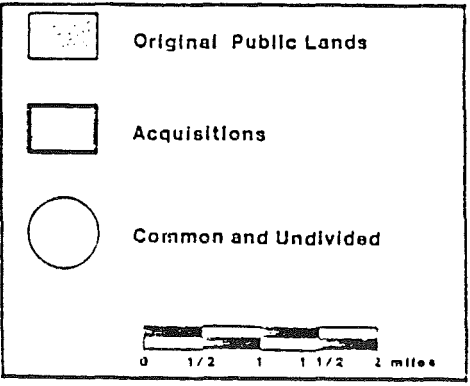
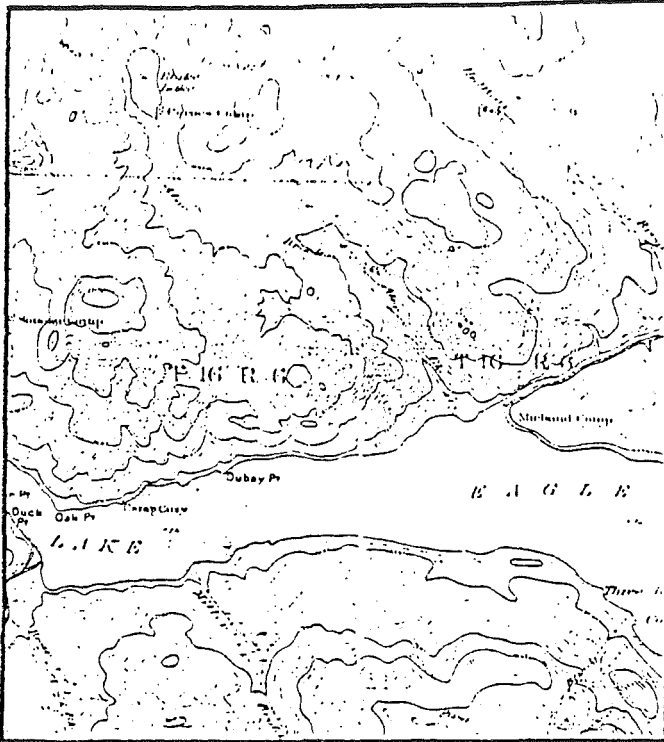


EXHIBIT A-2

DEBOULIE

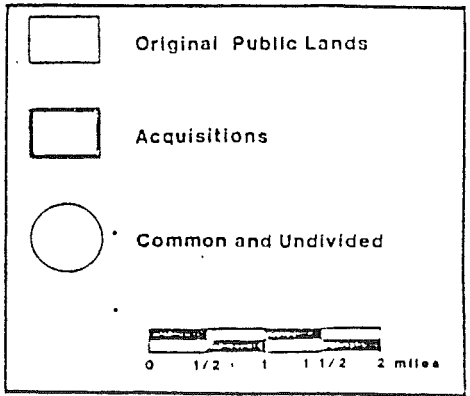
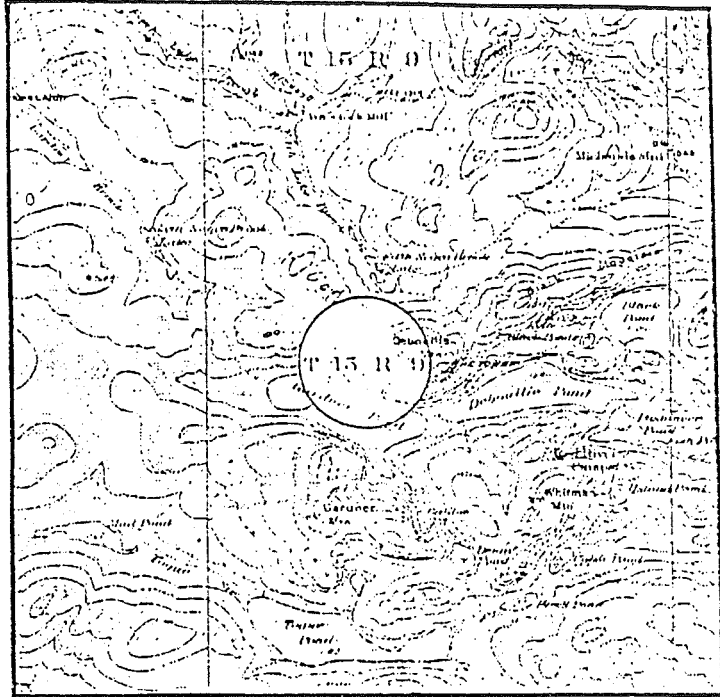


EXHIBIT A-3

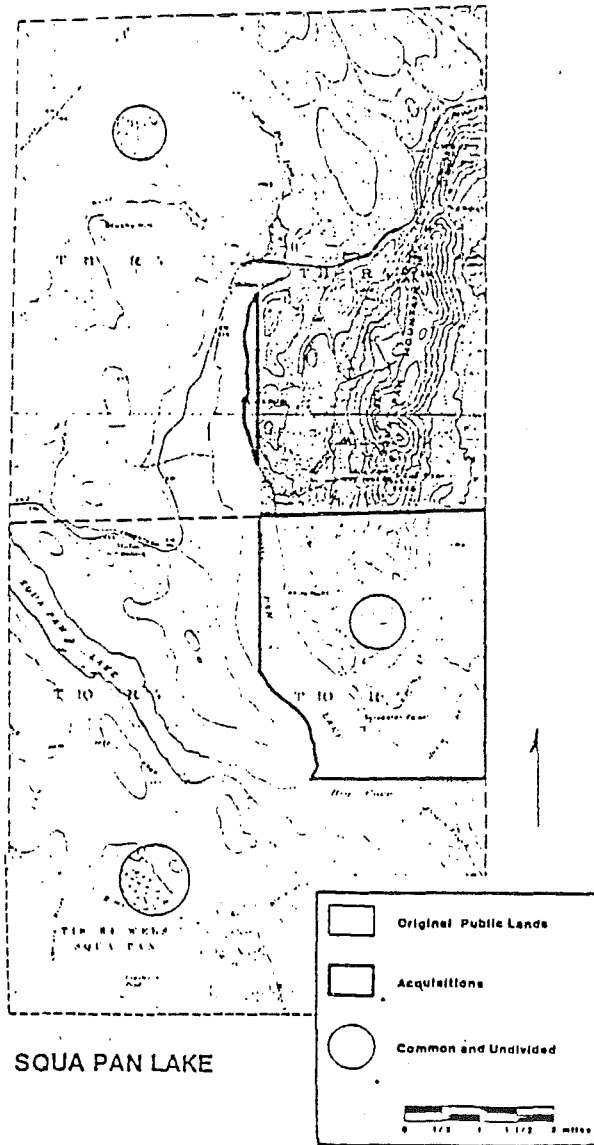
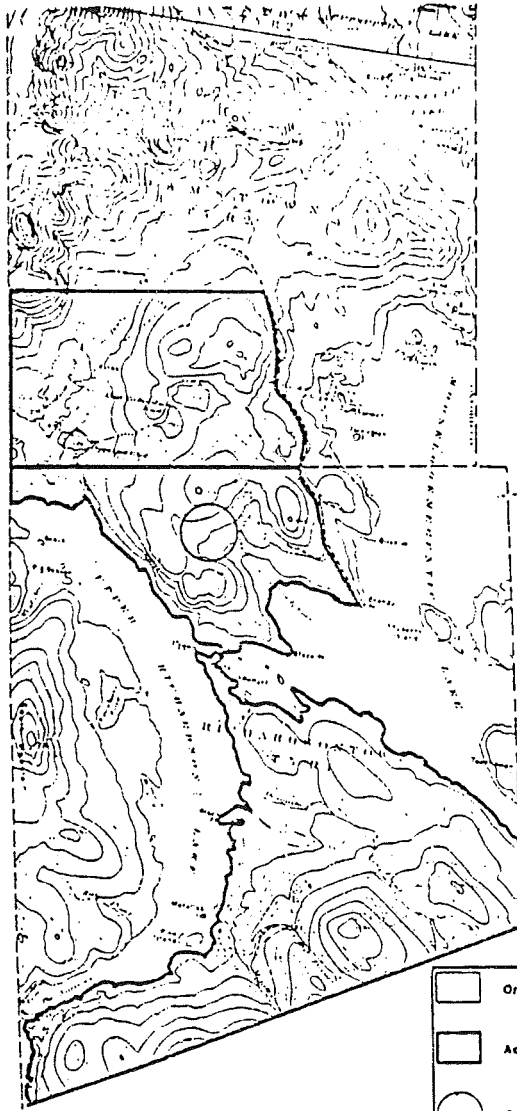


EXHIBIT C



ADAMSTOWN / RICHARDSONTOWN

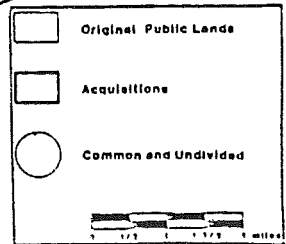




EXHIBIT D

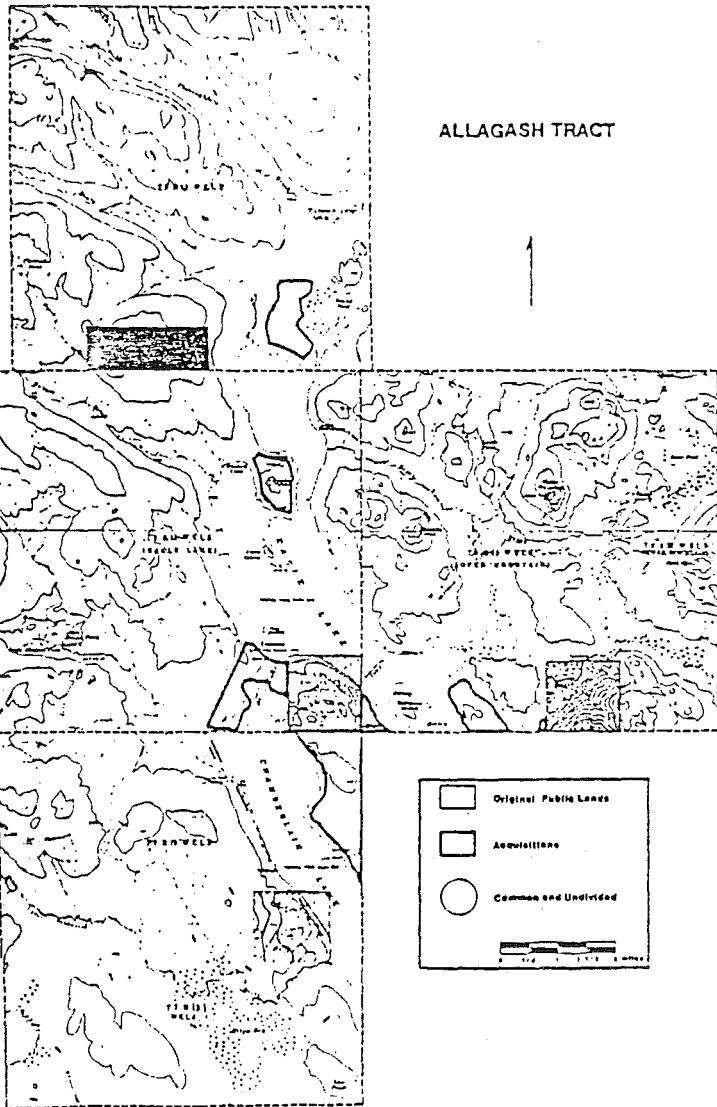


EXHIBIT B  
STATE OF MAINE TO PINGREE

<u>Town/Tract</u>	<u>Deeded Acreage</u>
Twp. 11, Range 7 W 1/2	500
Twp. 19, Range 12	1,000
Twp. 14, Range 5	1,000
Twp. 8, Range 10	798
Twp. 11, Range 4 SW 1/4	250
Twp. 9, Range 5, (public lot adjacent to northerly town line)	960
Twp. 14, Range 13	950
Twp. 13, Range 14	950
Twp. 4, Range 16 W 1/2	500
Twp. 12, Range 15	1,000
Twp. 16, Range 14	1,166
Twp. 10, Range 15	801
Twp. 10, Range 16	1,000
Twp. 5, Range 15 NW 1/4	250
Twp. 7, Range 14	879
Twp. 7, Range 15 E 1/2	500
Twp. 9, Range 7	960
Twp. 9, Range 13	1,000
Twp. 10, Range 8	1,000
Twp. 10, Range 6 N 1/2	480

Twp. 4, Range 5	314
Twp. 13, Range 15	693
C-Surplus	427
C-Town	640
Twp. 4, Range 1, North of Narrows	474
Twp. 11, Range 9 E 1/2	500
Twp. 15, Range 15	888
Toothaker Island	<u>70</u>
Total	19,950

NOTE: It is the intent of the parties to convey all of the state's interest in each of the above-described public lots, excepting and reserving, however, any portion thereof underlying a great pond.

Effective July 25, 1984.

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## CHAPTER 77

H.P. 1830 - L.D. 2425

### RESOLVE, Relating to Wastewater Treatment and Water Classification of Sardine Plants.

Emergency preamble. Whereas, Acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the Maine sardine industry is an important employer and producer of revenue for the State; and

Whereas, the wastewater discharge of a sardine plant cannot, even with the best practical treatment, be brought into compliance with certain state and federal laws regarding wastewater treatment and water classification; and