

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.

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

RESOLVES
OF THE
STATE OF MAINE

AS PASSED AT THE
SECOND REGULAR SESSION

of the
ONE HUNDRED AND ELEVENTH LEGISLATURE

1983

Resolved: That the draft regulations contain, at a minimum, substantive requirements in the following areas:

The physical structure of the centers; space, equipment and supplies; fire protection; selection of clients and criteria for determination of low-risk pregnancies; use of medications; record keeping and any reporting requirement; established written protocols with physicians and hospitals; geographical distance the facility may be located from a hospital capable of providing birth by caesarean section; provision of services 24 hours a day at least on an on-call basis; staffing of the center; and evaluation of quality.

The department shall report to the Joint Standing Committee on Health and Institutional Services by December 1, 1984, regarding the proposed regulations.

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

Effective April 18, 1984.

CHAPTER 79

S.P. 810 - L.D. 2168

RESOLVE, Authorizing the Exchange of Certain Public Reserved Lands.

Director of the Bureau of Public Lands authorized to consummate the exchange of certain public reserve lands. Resolved: That the Director of the Bureau of Public Lands is authorized to consummate the exchange of certain public reserved lands contemplated by the agreement dated February 9, 1984, between the State of Maine and the Dyer Interests, attached to and incorporated herein for all purposes. Any and all lands 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 Dyer Interests any land or interest therein which comprises a public road or great pond.

AGREEMENT

This Agreement is made this 9th day of February, 1984, by and between the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, and Edythe L.R. Dyer of Hampden, Penobscot County, Maine.

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

1. That Edythe L.R. Dyer, hereinafter referred to as "Dyer," shall 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 Edythe L.R. Dyer, or her nominee, 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 and negotiations with other parties to sell, exchange or partition the lands which are the subject of this Agreement.

4. That the parties shall not engage in any activity or execute any instrument that would result in any further lease, 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.

5. That the cutting of timber on and the taking of gravel from the lands which are the subject of this Agreement shall terminate during the term of this Agreement unless otherwise mutually agreed.

6. That all conveyances contemplated by this Agreement shall be made by quit-claim 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 liens or encumbrances created since the date of this Agreement which are acceptable to the respective grantees; and (b) 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 deed 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, mineral leases, or mineral exploration per-

mits. No less than thirty (30) days prior to the closing of this transaction, Edythe L.R. Dyer shall designate to the State of Maine the names of the grantees and the interests 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 session of the Legislature does not approve legislation authorizing the exchange of lands, this Agreement shall terminate on the date of adjournment of the second legislative 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 that may be of assistance to the other in the 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 objections 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, mineral leases or mineral exploration permits 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 received 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. In calculating the division or 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 management purposes, including, but not limited to, access to other lands which are now or may be owned by the grantor whether contiguous or non-contiguous, and a grant to the grantee, and the successors or assigns, of the right to cross and recross lands which are now or may be owned by the grantor whether contiguous or non-contiguous for all purposes of access to the conveyed lands.

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 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 Edythe L.R. Dyer, John B. Dyer, Dyer Timberland, Inc. and Calvin E. True, trustee of Edythe Lois Dyer 1983 Trust 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 all amendments to this Agreement shall be in writing and shall be executed by the parties hereto.

19. 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.

WITNESS:

STATE OF MAINE

BY: _____

PRINT OR TYPE NAME AS
SIGNED:

By: _____

Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS
SIGNED:

EDYTHE L.R. DYER

EXHIBIT A

AGREEMENT BY AND BETWEEN EDYTHE L.R. DYER
AND STATE OF MAINE

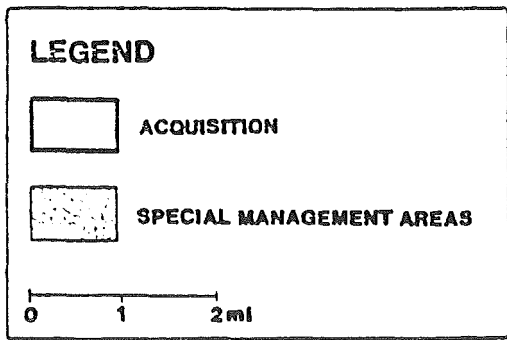
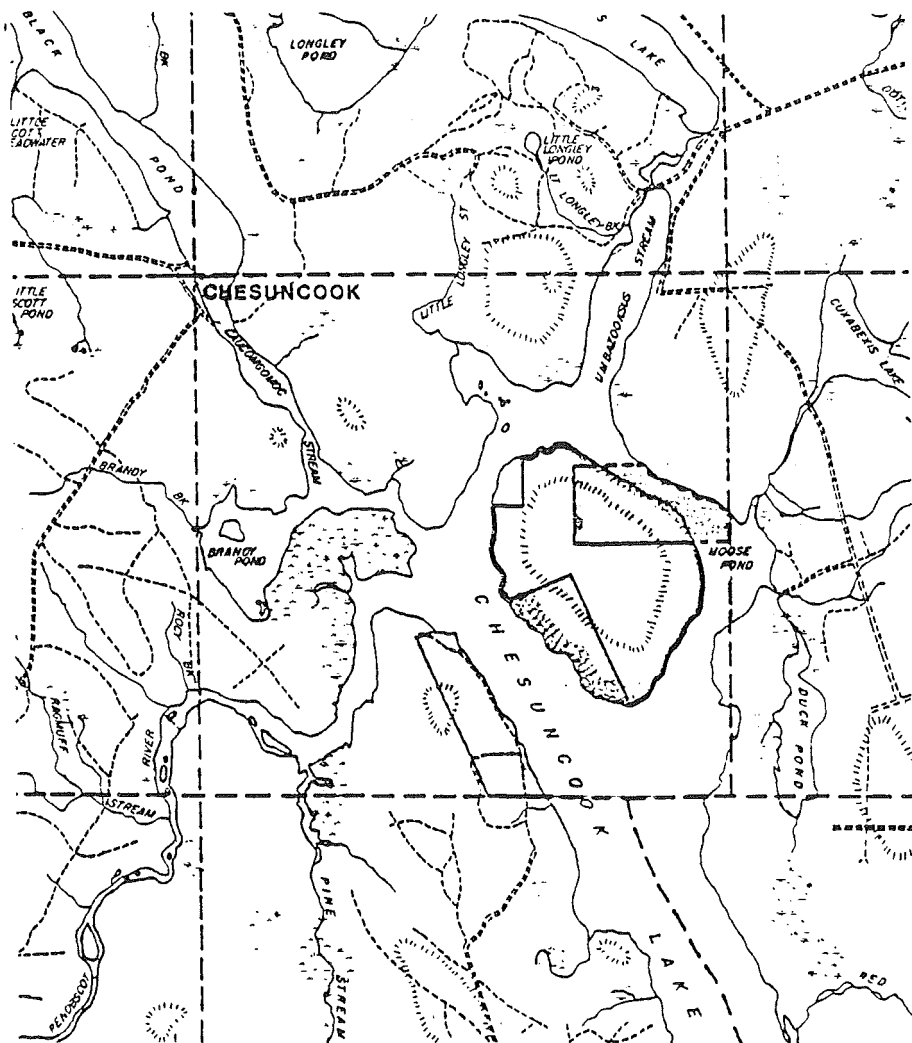
1. An undivided one-half (1/2) interest in Gero Island located in Township 5, Range 13, W.E.L.S., Piscataquis County, Maine, excepting therefrom the following lots, tracts or parcels of land:

a. That part of the Female Seminary Grant, so-called, on the northwest shore of Gero Island, conveyed by a deed given by the Trustees of the Maine Female Seminary to E. S. Coe dated July 25, 1856, and recorded in the Piscataquis County Registry of Deeds in Vo. 35, Page 269.

b. Lots F, G, H, and I located on the southwest shore of Gero Island, those being the same as were conveyed to the State of Maine by Great Northern Paper Company, in accordance with Chapter 3, Resolves of 1975, and recorded in the Piscataquis County Registry of Deeds, Volume 434, Page 486.

c. That part of the public or reserved lot, so-called, owned by the State of Maine and located within the premises herein conveyed.

2. Approximately 2,391 acres in Township 3, Range 9 NWP, Penobscot County, Maine, described as follows: from the southwest corner of said township, northward along the west town line to the centerline of that stream, extending eastward from Dudley Rips, which serves to connect Seboeis Lake on the west with Endless Lake on the East; thence, southward, following the western shore of Endless Lake until it meets the west branch of Seboeis Stream; thence along the centerline of the West Branch of Seboeis Stream to a point where said stream meets the south line of said township; thence, in a westerly direction, back to the point of beginning, that being the southwest corner of said township.



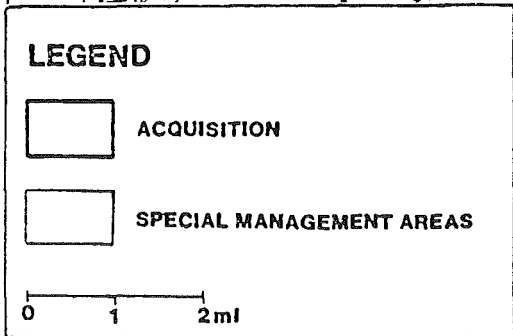
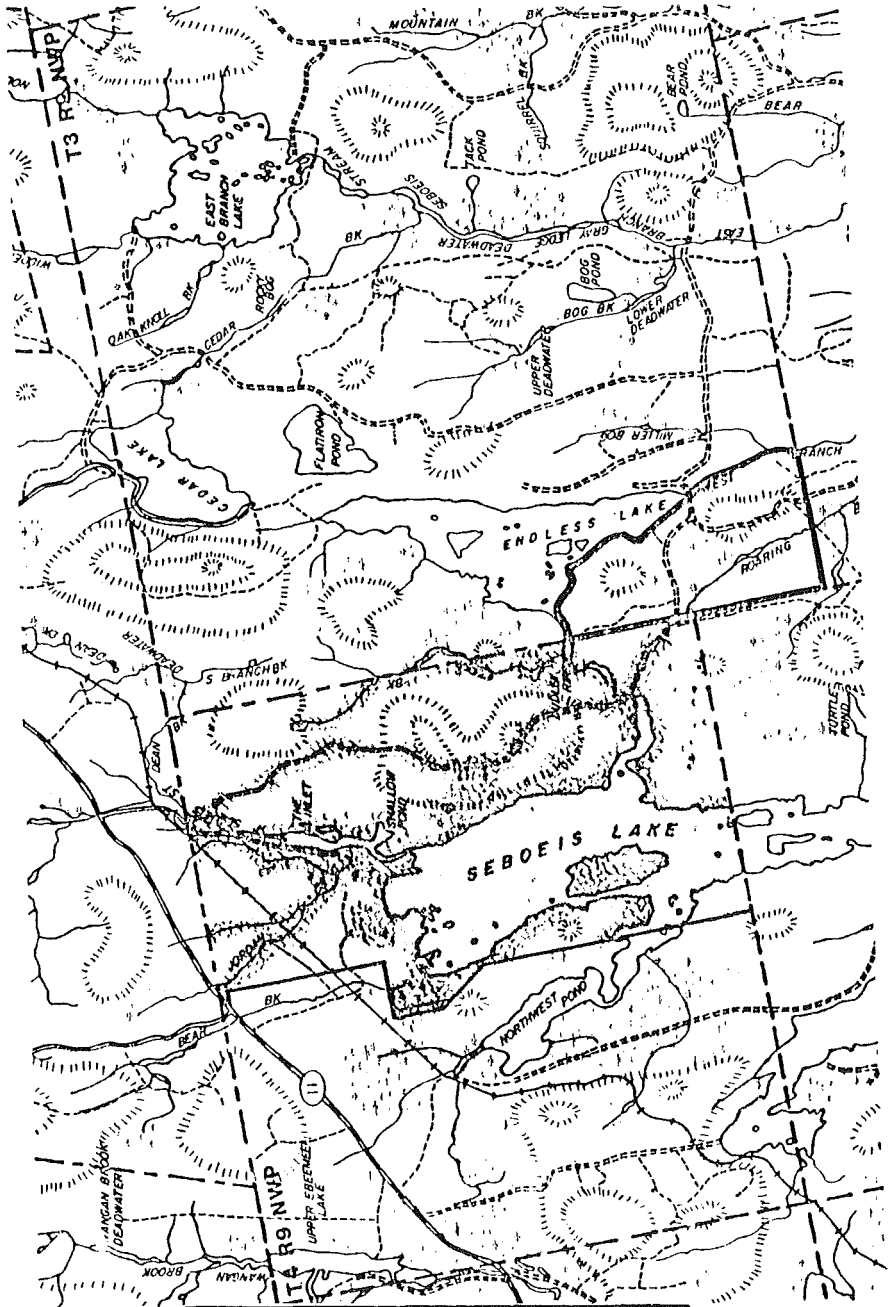


EXHIBIT B

AGREEMENT BY AND BETWEEN THE STATE OF MAINE
AND EDYTHE L.R. DYER

The located Public Lot in Hammond Township (T 3, R 4 NBKP), Somerset County, containing 1,000 acres, more or less, as surveyed by William Connor, et. al., in 1850, and recorded in the Land Office Records in Volume 69, Page 32.

Effective July 25, 1984.

CHAPTER 80

H.P. 1868 - L.D. 2470

**RESOLVE, to Amend the Law Concerning
Authorization for the Public Advocate to
Intervene in Workers' Compensation Proceedings
Before the Superintendent of Insurance.**

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 Legislature enacted a Resolve to authorize the Public Advocate to intervene as a party in all proceedings before the Superintendent of Insurance with respect to the workers' compensation rate filing submitted by the National Council on Compensation Insurance on December 28, 1983; and

Whereas, the Public Advocate has presented a motion to the Superintendent of Insurance to dismiss the current workers' compensation rate filing because of the submission of insufficient evidence at the time of the filing; and

Whereas, dismissal of the current workers' compensation rate filing before the superintendent without any determination on the substantive matter in the filing would allow the submission of a new workers' compensation rate filing; and

Whereas, it is the intent of the Legislature, to supplement the limited resources of the business and labor sectors with the expertise and resources of the Public Advocate to analyze the substantive data of a