

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
THIRD SPECIAL SESSION

of the
ONE HUNDRED AND ELEVENTH LEGISLATURE
1983

CHAPTER 87

H.P. 1881 - L.D. 2483

RESOLVE, Authorizing the Exchange or Sale of Certain Public Reserved Lands.

Director of the Bureau of Public Lands; authorized to consummate the exchange or sale of certain public reserved lands. Resolved: That the Director, Bureau of Public Lands, is authorized to consummate the exchange or sale of public reserved lands, as provided in sections I and II. Any and all land acquired by the State under this authority shall be, for all purposes, public reserved land of the State and shall be held in trust by the State under the same terms and conditions as apply to other public reserved lands. Notwithstanding any provisions of the attached agreements, the State shall not convey any land or interest therein which comprises a public road or a great pond. The State also releases and covenants not to sue the parties to these transactions, as provided in exhibits to agreements attached.

SECTION I - Exchange of public reserved land.

The Director, Bureau of Public Lands, is authorized to consummate the exchange of public reserved land, as provided in the agreements attached, with the following landowners: Scott Paper Company; International Paper Company; Prentiss & Carlisle Company, Inc.; the clients of Prentiss & Carlisle, Inc.; Great Northern Paper Company; Coburn Lands Trust; the Dunn Heirs; Baskahegan Company; and Georgia-Pacific Corporation.

SECTION II - Sale of public reserved land

The Director, Bureau of Public Lands, is authorized to consummate the sale of public reserved lands, as provided in the agreements attached, with the following entities: MMH Associates; Timberlands, Inc. and the William Lindquist Trust. All moneys received by the State in these transactions shall be placed in an interest-bearing land acquisition account and shall be used for the purchase of additional land to be incorporated within the public reserved lands' system and held in trust for the people of the State.

SECTION III - Payments to towns

Any municipality existing on the effective date of this resolve, within which public reserved lands become located as a result of this exchange, shall receive an annual payment by the Treasurer of State from the Public Lands Management Fund so long as such public reserved lands remain located within the municipality. On or before December 30, 1985, the Treasurer of State shall calculate the payment for each municipality by multiplying the amount appropriated for this purpose pursuant to the Revised Statutes, Title 12, section 557, subsection 4, by the percentage in each municipality of the public reserved lands located in municipalities as a result of this exchange. The payment to a municipality shall not exceed the amount of property taxes that would be due on that land if it were taxable. Any funds remaining shall be prorated in the same manner among those municipalities whose payment is less than the amount of property taxes that would be due on that land if it were taxable. This section is repealed as of January 1, 1986.

AGREEMENT TO PURCHASE

WITNESS THIS AGREEMENT dated March 2, 1984, between the State of Maine (acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands) and MMH Associates, a private organization duly incorporated to conduct business under the laws of the State of Maine:

1. For the consideration of \$59,200, the State of Maine agrees to convey all of its right, title and interest in certain Public Reserved Lands located in Township 24 MD, Washington County, to MMH Associates.

2. Said land is comprised of 320 acres, originally described as the "Minister's Lot", reserved in the deed of William Bingham, dated January 28, 1793, and recorded in Volume 6, Page 5 (Massachusetts Deeds) at the State Archives, also as shown in Planbook 18A, Page 11 (prepared by Rufus Putnam), which resides in the State Archives. Attached as Exhibit A is a map prepared by the Bureau of Public Lands, drawn to scale from the earlier Putnam work.

3. Payment for said land will consist of (A) a downpayment of \$30,000 due at closing, followed by (B) annual payments equivalent to 10 percent of gross receipts from the production and sale of blueberries on said land, but not less than \$5,000 per year, un-

til the outstanding balance (\$29,200) is acquitted. A fixed annual interest of 10 percent shall be applied to each year's outstanding balance.

4. Upon closing of this transaction, MMH Associates shall be absolved from all rental obligations as of January 1, 1984.

5. The State of Maine shall convey this property by quitclaim deed, excepting and reserving all great ponds and any roads or portions of roads defined and maintained as "public ways" by either the Maine Department of Transportation or the Washington County Board of Commissioners.

6. Dewey W. Martin and M. Albert Harmon hereby certify that they are duly authorized to act on behalf of MMH Associates in the transaction contemplated by the Resolve.

7. It is hereby certified that the transaction contemplated by this resolve has been approved by the Governor of the State of Maine, the Honorable Joseph E. Brennan.

8. In the event that MMH Associates defaults on payments, as described in Paragraph 3, in any one year, the Director may, at his discretion, terminate this agreement and cause said property to revert to the State of Maine.

Witnessed in the Presence of:

John W. Forssen

Richard B. Anderson
RICHARD B. ANDERSON,
Commissioner
Department of Conservation

John W. Forssen

Robert Gardiner
ROBERT H. GARDINER, JR.,
Director
Bureau of Public Lands

Linda G. Martin

Dewey W. Martin
DEWEY W. MARTIN, MMH As-
sociates

Linda G. Martin

M. Albert Harmon
M. ALBERT HARMON, MMH As-
sociates

AGREEMENT

THIS AGREEMENT is made this 30th day of July, 1984 by and between the STATE OF MAINE, acting through its COMMISSIONER OF CONSERVATION and its DIRECTOR OF THE BUREAU OF PUBLIC LANDS, (hereinafter sometimes referred to as "the State") and WILLIAM G. LINDQUIST and DORRIS M. LINDQUIST, individually, and WILLIAM G. LINDQUIST in his capacity as Trustee of the William G. Linquist Land Trust (hereinafter collectively referred to as "Lindquist").

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

1. That the State of Maine shall convey to Lindquist, or their nominee, all its right, title and interest in and to the one hundred and fifty-six (156) acre unlocated public lot situate in Blake Gore, Twp. 5, Range 4, W.B.K.P. in Somerset County (hereinafter sometimes referred to as "the Property").

2. That Lindquist shall pay the State, by certified check delivered on the day of closing, the sum of Twenty-six thousand nine hundred and twenty-five (\$26,925.00) Dollars for the Property.

3. That Lindquist shall also pay the State the sum of Seven hundred and thirty dollars and ninety-two cents (\$730.92), said sum being paid in settlement of all claims that the State of Maine may have against Lindquist or Lindquist's lessees, contractors, agents, employees, and all other entities with which Lindquist has acted in concert or by contract, and the officers, employers, agents and other representatives of the foregoing, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the public lots in the State of Maine. The State shall also deliver to Lindquist a release and covenant not to sue with respect to the foregoing matters.

4. That the State shall refrain and desist from all activities and negotiations with other parties to sell, exchange or partition the property which is the subject of this Agreement.

5. That the State 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 Property which is the subject of this Agreement, without the express written consent of Lindquist.

6. Concurrently with the closing the State shall obtain and record in the Somerset Registry of Deeds a release or quitclaim deed from any entities, other than the parties hereto, which own any interest in the timber and grass rights on the Property.

7. That the cutting of timber on and the taking of gravel from the Property shall terminate during the term of this Agreement unless otherwise mutually agreed.

8. That the conveyance 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 liens or encumbrances created since the date of this Agreement which are acceptable to the grantee; 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 land. 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 permits. No less than thirty (30) days prior to the closing of this transaction, Lindquist shall designate to the State of Maine the names of the grantees and the interests they are to receive.

9. 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 sixty (60) days following the effective date of legislation authorizing the conveyance of the Property upon the terms contained in this Agreement. In the event that the next special session of the Legislature following the date of the agreement does not approve legislation authorizing the exchange of lands, this Agreement shall terminate on the date of adjournment of that special session, unless the term of this Agreement is otherwise extended by the mutual agreement of the parties.

10. That the State shall make available to Lindquist, at the time of closing, such studies, inventories, timber cruises, cutting records, photographs, maps and leases that may be of assistance to Lindquist in the assumption of ownership of the Property.

11. Lindquist shall be responsible, at his own expense, for such title examination as Lindquist wishes to conduct. In the event of title objections, Lindquist shall give written notice thereof, and the State shall use its best efforts to remove or resolve the objections within a reasonable period of time.

12. 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.

13. 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 State shall have the right to the payment of all timber severed or gravel removed from its land prior to the date of closing, and Lindquist 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.

14. That the State shall deliver full possession of its property to Lindquist at the time of closing.

15. 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.

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

17. 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

Annee Tara

By Richard B. Anderson
Its Commissioner of Conserva-
tion

AMENDMENT TO AGREEMENT

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

WITNESS:

STATE OF MAINE

Annee Tara

By Richard B. Anderson
Its Commissioner of Conservation

John Forssen

By Robert Gardiner
Its Director, Bureau of Public Lands

William G. Lindquist
William G. Lindquist, Individually

Dorris M. Lindquist
Dorris M. Lindquist, Individually

William G. Lindquist
William G. Lindquist, Trustee of the William G. Lindquist Land Trust

AGREEMENT

THIS AGREEMENT is made this 27th day of August, 1984 by and between the STATE OF MAINE, acting through its COMMISSIONER of CONSERVATION and its DIRECTOR OF THE BUREAU OF PUBLIC LANDS, (hereinafter sometimes referred to as "the State") and TIMBERLANDS, INC., a Maine corporation with offices in Dixfield, Maine (hereinafter referred to as "Timberlands").

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

1. That the State of Maine shall convey to Timberlands, or its nominee, all its right, title and interest in and to two located public lots consisting of six hundred and forty (640) acres in T 3 R 6 B.K.P.W.K.R. (Upper Enchanted) in Somerset County (hereinafter sometimes referred to as "the Property"), except the State's right, title or interest in any and all public roads or great ponds in said lots is excepted and reserved to the State.

2. That Timberlands shall pay the State, by certified check delivered on the day of closing, the sum of Sixty-Four Thousand Dollars (\$64,000.00) for the Property.

3. That Timberlands shall also pay the State the sum of Eleven Thousand Dollars (\$11,000.00), said sum being paid in settlement of all claims that the State of Maine may have against Timberlands or Timberlands' lessees, contractors, agents, employees, and all other entities with which Timberlands has acted in concert or by contract, with the officers, employers, agents and other representatives of the foregoing, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the public lots in the State of Maine. The State shall also deliver to Timberlands a release and covenant not to sue with respect to the foregoing matters.

4. That the State shall refrain and desist from all activities and negotiations with other parties to sell, exchange or partition the property which is the subject of this Agreement.

5. That the State 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 Property which is the subject of this Agreement, without the express written consent of Timberlands.

6. That Timberlands shall for itself and its successors and assigns, agree and confirm that it has no actions, causes of action, claims or demands for damages, costs, expenses, contribution, indemnification, interest or any other claims whatsoever under any theory against the State of Maine, or its employees, agents, officials, agencies or officers, in any way arising out of or connected with any public lots in the State of Maine or any transactions relating to such public lots prior to this date.

7. That Timberlands shall release to the State any and all right, title and interest it may have in the public lots of the State, including timber and grass rights, except those specified in paragraph 1 of this Agreement.

8. That the cutting of timber on and the taking of gravel from the Property shall terminate during the term of this Agreement unless otherwise mutually agreed.

9. That the conveyance 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 liens or encumbrances created since the date of this Agreement which are acceptable to the grantee; 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 permits. No less than thirty (30) days prior to the closing of this transaction, Timberlands shall designate to the State of Maine the names of the grantees and the interests they are to receive.

10. 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 sixty (60) days following the effective date of legislation authorizing the conveyance of the Property upon the terms contained in this Agreement. In the event that the next special session of the Legislature following the date of the agreement does not approve legislation authorizing the exchange of lands, this Agreement shall terminate on the date of adjournment of that special session, unless the term of this Agreement is otherwise extended by the mutual agreement of the parties.

11. That the State shall make available to Timberlands, at the time of closing, such studies, inventories, timber cruises, cutting records, photographs, maps and leases that may be of assistance to Timberlands in the assumption of ownership of the Property.

12. Timberlands shall be responsible, at its own expense, for such title examination as Timberlands wishes to conduct. In the event of title objections, Timberlands shall give written notice thereof, and the State shall use its best efforts to remove or resolve the objections within a reasonable period of time.

13. 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.

14. 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 State

shall have the right to the payment of all timber severed or gravel removed from its land prior to the date of closing, and Timberlands 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.

15. That the State shall deliver full possession of its property to Timberlands at the time of closing.

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.

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

18. 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

Elizabeth Pynchon By Richard B. Anderson
Commissioner of Conservation

Elizabeth Pynchon By Annee Tara
Director, Bureau of Public
Lands

TIMBERLANDS, INC.

Robert N. Weirich By Rand N. Stowell
Rand N. Stowell, President
Timberlands, Inc.

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Scott Paper Company, a Pennsylvania corporation, with a place of business in Fairfield, Maine, hereinafter referred to as "Scott".

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

1. Scott agrees (a) to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein, except that Scott shall except and reserve to itself, its successors and assigns the non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be located or relocated on roads in Little Squaw Township which provide access to the Scott lands in Big Squaw Township, subject to Scott's obligations to pay or share reasonable maintenance costs for such road for such periods as it uses the road; and (b) to grant to the State, its successors and assigns, for timber management and removal purposes, the non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be located or relocated (i) on the road in Big Squaw Township southwest from Route 15 which provides access to the lands in Little Squaw Township to be conveyed to the State, subject to the State's obligations to pay or share reasonable maintenance costs for such road for such periods as it uses the road, and (ii) on a road to be located in the Town of Lily Bay from Lily Bay Road to Moosehead Lake, the location of which shall be agreed to in writing by the parties, which the State may construct and maintain. Without prejudice or implication as to any of Scott's rights under this Agreement or otherwise, Scott reserves the right to withhold the delivery of its deeds of the property listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Scott all of its right title and interest in the property de-

scribed in Exhibit B attached hereto and incorporated herein, except that the State shall except and reserve to itself, its successors and assigns, the non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be located or relocated with respect to (i) the Socatean Stream Road across the located public lot in West Middlesex Township, entering on the west line and exiting on the east line of said public lot; (ii) the roads on the located public lot in Appleton Township; (iii) the access road to Cowan Cove across the located public lot in the northwest quarter of Spencer Bay Township, entering in the east line and exiting on the west line of said public lot; (iv) on the located public lot in Kokadjo Township, the Siras Hill Road, entering on the south line and exiting on the east line of said public lot; and the Second Roach Pond Road, entering on the west line and exiting on the east line of said public lot; (v) the Gold Brook to Skinner Road across Skinner Township, entering on the south boundary and exiting on the north boundary of said township; all subject to the State's obligation to pay or share reasonable maintenance costs for such roads for such periods as it uses the respective roads; and (b) to deliver to Scott the separate Release and Covenant Not to Sue in the form provided in Exhibit C attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by Scott. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if Scott does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the

other party. This Agreement is subject to an exchange of rights-of-way which Scott has already negotiated with J.M. Huber Company, which provides a right-of-way to Huber over Scott's road in Little Squaw Township for access to Huber land in Squaretown.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on or after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to Scott pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B in which the State retains part of the Public Lots, which are or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to Scott is to be unlocated and to lie within that part or share of the township owned by Scott on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by Scott on the Closing Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Scott.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

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

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

and obligations arising after the Closing Date; and the respective grantor shall be entitled, up to and including the Closing Date, to all benefits of Lands conveyed and shall hold the grantee harmless from any claims and obligations arising prior to the Closing Date.

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue, in the terms set forth in Exhibit C attached hereto and incorporated herein.

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

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

19. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

SCOTT PAPER COMPANY

Steven O. McLambBy: J. L. Shane
Its Executive Vice PresidentPRINT OR TYPE NAME AS SIGNED:
_____EXHIBIT ASCOTT TO STATE OF MAINE

<u>TRACT</u>	<u>ACRES</u>
1. Little Squaw*	5,004
2. Dead River	920
3. Sugar Island	<u>4,208</u>
TOTAL	10,132

In addition, any and all of Scott's right, title and interest in the Public Lots of the State, including timber and grass rights, except those listed in Exhibit B hereto.

*Not including (a) 20 acres reserved south and west of Big Indian Pond, and (b) other land owned by Skylark, Inc., a subsidiary of Scott.

EXHIBIT BSTATE OF MAINE TO SCOTT

<u>TOWN/TRACT</u>	<u>Acres</u>
1. Big W	480
2. W. Middlesex	336
3. Soldiertown	960
4. Thorndike	960
5. Brassua	1,000

6. Skinner	1,000
7. Appleton	669
8. Raytown	654
9. Day's Academy	480
10. Shawtown	480
11. Spencer Bay	960
12. Misery	960
13. Rockwood-2	200
14. Kokadjo (Smithtown)	1,264
15. Lily Bay	<u>1,000</u>
TOTAL	11,403

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as "State") releases, acquits and forever discharges SCOTT PAPER COMPANY, a Pennsylvania corporation, with a place of business in Fairfield, Maine, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Scott has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "Scott") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory

which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to Scott, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which Scott may be found to be responsible.

State hereby covenants not to sue Scott or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to Scott, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____
Commissioner of Conserva-
tion

AGREEMENT

This Agreement is made this 22nd day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and International Paper Company, a New York corporation, with a place of business in Augusta, Maine, hereinafter referred to as "IP".

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

1. IP agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein, except that IP shall except and reserve to itself, its successors and assigns, the non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated in the areas described in Exhibits D1, D2 and D3 attached hereto and incorporated herein. Without prejudice or implication as to any of IP's rights under this Agreement or otherwise, IP reserves the right to withhold the delivery of its deeds of the property listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to IP all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein except that the State shall except and reserve to itself, its successors and assigns, the non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, on the access road across the public lot in King & Bartlett Township, T5 R6 BKPWKR being conveyed pursuant to Exhibit B, from Appleton Township to the East line of said public lot; and (b) to deliver to IP the separate Release and Covenant Not to Sue in the form provided in Exhibit C attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by IP. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if IP does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on or after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to IP pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B in which the State retains part of the Public Lots, which are or may subsequently be determined to

be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to IP is to be unlocated and to lie within that part or share of the township owned by IP on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township then owned by IP. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by IP on the Closing Date immediately after closing.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment. Excise taxes or charges paid for spraying for 1984 for budworm suppression with respect to the Lands conveyed by either party shall be paid by the grantee; or to the extent the respective grantor has paid same, grantee shall reimburse grantor at closing.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

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

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate Release and Covenant Not to Sue to IP, in the terms set forth in Exhibit C attached hereto and incorporated herein.

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

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

19. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

INTERNATIONAL PAPER COMPANY

Peggy N. Lee

By: Ronald Lovaglio
Its Manager - Forest Management
Attorney-in-Fact

PRINT OR TYPE NAME AS SIGNED:

EXHIBIT A

IP TO STATE

TRACT

ACRES

1. Bradley	2,700
2. Bradford/LaGrange	2,852
3. Andover West Surplus	<u>6,409</u>
TOTAL	11,961

In addition, any and all of IP's right, title and interest in the Public Lots of the State, including timber and grass rights, except those Public Lots listed in Exhibit B hereto and in Exhibit B of the agreement dated June 8, 1977 between International Paper Company and the State of Maine, State of Maine Resolves, 1977, Chapter 48.

EXHIBIT BSTATE TO IP

<u>TOWN/TRACT</u>	<u>ACRES</u>
1. T 13 R 16	996
2. T 12 R 16	450
3. T 12 R 14 W/2	500
4. T 12 R 13	407
5. T 11 R 14	26
6. T 8 R 6 N/2	320
7. T 1 R 6 WELS	333
8. T 3 R 1 NBPP	1,000
9. T 1 R 5 WBKP	960
10. T 3 R 5 EKR	330
11. T 5 R 6 WKR	960
12. T 4 R 5 WKR	900
13. T 3 R 5 WKR	960
14. T 4 R 6 WKR	<u>1,000</u>
TOTAL	9,142

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT CRELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as "State")

releases, acquits and forever discharges INTERNATIONAL PAPER COMPANY, a New York corporation, with a place of business in Augusta, Maine, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which IP has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "IP") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory, which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to IP, if any. It is the intention of State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages for Alleged Uses, if any, for which IP may be found to be responsible.

State hereby covenants not to sue IP or any other entity for that portion of all claims for Alleged Uses, and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to IP, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____

Its Commissioner of
Conservation

By: _____

Its Director, Bureau of
Public Lands

EXHIBIT D-1

A right-of-way and easement, for the benefit of the other land of International Paper Company in Andover North Surplus, for ingress and egress by foot or by vehicle over the presently existing gravel access road in Andover West Surplus, in the County of Oxford and State of Maine, between the westerly line of the Town of Andover, in said County of Oxford and State of Maine, and the East B Hill Road, so-called, together with the right to construct, reconstruct, maintain, repair and improve said road, and for all utilities above or below ground, the center line of said gravel access road being described as follows: Beginning at a point where the center line of said road intersects the East B Hill Road (which point of beginning is located with reference to the Andover-Andover West Surplus Town Line as follows: Beginning at the point where the center line of said East B Hill Road crosses the Andover-Andover West Surplus Town Line, and thence along the center line of said East B Hill Road by the following courses and distances: N 52° W one and fifty-one hundredths (1.51) chains; N 51° W two (2) chains; N 52° W two (2) chains; N 53° W four (4) chains; N 52° W two (2) chains; N 49° W two chains to the point of beginning); thence from said point of beginning as so located, by the center line of said road by the following courses and distances; N 52° 30' E two and eleven hundredths (2.11) chains; N 68° E two (2) chains; N 71° E two (2) chains; N 74° E two (2) chains; S 85° E one (1) chain; S 63° E one (1) chain to said Andover Town Line. All courses are magnetic for the year 1984.

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Prentiss & Carlisle Company, Inc., a Maine corporation, with a place of business in Bangor, Maine, hereinafter referred to as "P & C".

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

1. P & C agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; except that it shall except and reserve to itself, its successors and assigns, the rights described in Exhibit A-1 attached hereto and incorporated herein. Without prejudice or implication as to any of its rights under this Agreement or otherwise, P & C reserves the right to withhold the delivery of its deeds of the property listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to P & C all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; except that the State shall except and reserve to itself, its successors and assigns, the rights described in Exhibit B-1 attached hereto and incorporated herein and (b) to deliver to P & C a separate release and covenant not to sue in the form provided in Exhibit C attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of

(a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by the respective P & C client. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if the respective P & C client does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on or after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State, which are to be transferred to P & C pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B in which the State retains part of the Public Lots, which are or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to P & C is to be unlocated and to lie within that part or share of the township owned by P & C on the closing date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public

Lot acreage in that part or share of the respective township owned by P & C on the closing date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30, §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by P & C.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry or recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment. Excise taxes or charges paid for spraying for 1984 for budworm suppression with respect to the Lands conveyed by either party shall be paid by the grantee; or to the extent the respective grantor has paid same, grantee shall reimburse grantor at closing.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

14. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties

agree to use their best efforts to find mutually acceptable substitute lands for that portion of the Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute lands within ninety (90) days of such destruction, this Agreement shall terminate. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue to P & C, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit A hereto for conveyance by P & C to the State over (b) the value of the property described in Exhibit B hereto for conveyance to P & C by the State, shall be in consideration for the release of all such claims against P & C.

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

18. It shall be a condition of the obligations of P & C under this Agreement that prior to closing P & C and the State shall execute a mutually satisfactory land management agreement which shall set forth the terms and conditions upon which P & C shall furnish management services to the State with respect to those common and undivided interests or lands owned by the State which are currently managed by P & C.

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

20. Either party may cancel this Agreement or extend the Closing Date at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

PRENTISS & CARLISLE COMPANY,
INC.

H. Kenneth Rand

By: David M. Carlisle
Its President

EXHIBIT A

P & C TO STATE

Fraction	Tract	Acres
31/12480	T 10 R 4 WELS NE/4	16
1/45	T 10 R 4 WELS SW 3/4	431
834/15904	T 12 R 13 WELS	<u>1060</u> 1507

In addition, any and all of the right, title and interest of P & C in the Public Lots of the State, including timber and grass rights, except for those listed in Exhibit B of this Agreement.

EXHIBIT A-1

I. The non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to the State and its successors and assigns similar rights in said roads and bridges, over the following right of way.

Reserved by P & C From SW 3/4 of T 10 R 4 WELS to be conveyed to the Griswolds for access to T 9 R 4 WELS over an existing road located on T 10 R 4 WELS, Aroostook County, Maine described as follows: commencing at the southwest corner of said T 10 R 4 WELS; thence proceeding northerly for approximately one quarter (1/4) mile; thence generally easterly for approximately one and one quarter (1 1/4) miles; thence southeasterly for approximately one quarter (1/4) mile to the south town line of said T 10 R 4 WELS at a point which is approximately one and one half (1 1/2) miles easterly of the southwest corner of said T 10 R 4 WELS.

EXHIBIT B

STATE TO P & C

TOWN/TRACT	ACRES
T 12 R 7 WELS	833

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT B-1

The non-exclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to P & C, its clients, and its successors and assigns, similar rights in said roads and bridges, over the following rights of way.

In 12 R 7 WELS, on the American Realty Road, which enters and exits on the south line of the town.

In 13 R 13 WELS, on the St. Pamphile Road, which enters on the north and east line of the town and exits on the west line of the town.

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (all hereinafter referred to as "the State") releases, acquits and forever discharges PRENTISS & CARLISLE COMPANY, INC., a Maine Corporation, with a place of business in Bangor, Maine, its successors and assigns, predecessors in title, subsidiaries and affiliates, lessees, contractors and all other entities with which P & C has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (hereinafter referred to as "P & C"), of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to P & C, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which P & C may be found to be responsible.

State hereby covenants not to sue P & C or any other entity for that portion of all claims for Al-

leged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to P & C, if any, because of the Alleged Uses during such period.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter____, P.L. 1984.

Dated this ____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By:
Its Commissioner of
Conservation

By:
Its Director, Bureau of
Public Lands

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter re-

ferred to as the "State", and Prentiss & Carlisle Company, Inc., a Maine corporation, with a place of business in Bangor, Maine, hereinafter referred to as "P & C".

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

1. P & C agrees to recommend to its clients; including without limitation, those persons and other entities listed in Exhibit A attached hereto and incorporated herein, hereinafter referred to as the "respective P & C client(s)", to convey to the State all of their right, title and interest in the respective property described in Exhibit B attached hereto and incorporated herein; except that the respective P & C client shall except and reserve to itself, its successors and assigns, the rights described in Exhibit B-1 attached hereto and incorporated herein. Without prejudice or implication as to any of the respective P & C client's rights under this Agreement or otherwise, the respective P & C client reserves the right to withhold the delivery of its deeds of the property listed in Exhibit B of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to the respective P & C client or its nominee all of its right, title and interest in the property described in Exhibit C attached hereto and incorporated herein except that the State shall except and reserve to itself, and its successors and assigns, the rights described in Exhibit C-1 attached hereto and incorporated herein; and (b) to deliver to the respective P & C client a separate release and covenant not to sue in the form provided in Exhibit D attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by the respective P

& C client. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if the respective P & C client does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on or after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State, which are to be transferred to the respective P & C client pursuant to this Agreement.

9. With respect to those townships listed in Exhibit C in which the State retains part of the Public Lots, which are or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit C for conveyance to the respective P & C client is to be unlocated and to lie within that part or share of the township owned by the respective P & C client on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by the respective P & C client on the Closing

Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by the respective P & C client.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry or recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment. Excise taxes or charges paid for spraying for 1984 for budworm suppression with respect to the Lands conveyed by either party shall be paid by the grantee; or to the extent the respective grantor has paid same, grantee shall reimburse grantor at closing.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

14. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties agree to use their best efforts to find mutually acceptable substitute lands for that portion of the

Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute lands within ninety (90) days of such destruction, this Agreement shall terminate. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue to each respective P & C client, in the terms set forth in Exhibit D attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit B hereto for conveyance by the respective P & C client to the State over (b) the value of the property described in Exhibit C hereto for conveyance to the respective P & C client by the State, shall be in consideration for the release of all such claims against the respective P & C client.

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

18. It shall be a condition of the obligations of P & C under this Agreement that prior to closing P & C and the State shall execute a mutually satisfactory land management agreement which shall set forth the terms and conditions upon which P & C shall furnish management services to the State with respect to those common and undivided interests or lands owned by the State which are currently managed by P & C.

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

20. Either party may cancel this Agreement or extend the Closing Date at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

PRENTISS & CARLISLE COMPANY,
INC.

H. Kenneth Rand

By: David M. Carlisle
Its President

PRINT OR TYPE NAME AS SIGNED:

EXHIBIT A

P & C CLIENTS

Cassidy Timberlands

Barbara A. Cassidy
John F. Cassidy, III
Roselle C. Flynn
Jane M. Sullivan
Ralph I. Lancaster and Northeast Bank, Executors and
Trustees under the Will of Joan C. Stetson
The Merrill Trust Company and David M. Carlisle, Trustees
under an Indenture of Trust dated December 20,
1978 entered into with Jane M. Sullivan for the
benefit of Mary Jane Helfrich et al

Webber Timberlands

G. Peirce Webber
Marcia L. Cushing
Florence P. Webber
Steven E. Spetnagel
Florence W. Rogers
Frank B. Rogers, Jr.
Lance D. Rogers
Bradbury Webber
Grace W. Cushing
Andre E. Cushing, Sr.
Jane P. Cushing
John M. Webber
Charles R. Cushing
Andre E. Cushing, III
Linda L. McInerney
Lila P. Webber
Ralph B. Webber, Jr.
Jean W. Lange
Frank M. Webber
Andre E. Cushing, Jr.
Vila B. Webber and Samuel S. Dennis, 3rd, Co-
Executors under the Will of F. Roscoe Webber, III
The Merrill Trust Company, Trustee under Indenture
of Trust entered into with Charles P. Webber for
the benefit of Diane Webber Wallace
Bradford S. Wellman and David M. Carlisle, Trustees
under Trust Agreement for the benefit of Andre E.
Cushing, III et al
Bradford S. Wellman and David M. Carlisle, Trustees
under Trust Agreement for the benefit of Linda
Lee Cushing, et al
The Merrill Trust Company, Trustee of the G. Peirce
and Florence P. Webber Charitable Lead Trust dated
April 2, 1981
Eleanor H. Webber and Charles P. Webber, Trustees
of the Eleanor H. and Charles P. Webber Revocable
Trust dated August 4, 1982
George D. Carlisle, Trustee under Trust for the
benefit of Marcia L. Cushing et al, dated
August 8, 1972

The Merrill Trust Company, Trustee under an Indenture of Trust entered into with Frank M. Webber for the benefit of Anne W. Webber et al dated December 28, 1976

Fay Brockmiller, Administrator c.t.a. of the Estate of Anne Webber Chase

Samuel S. Dennis, III, Trustee, Vila B. Webber Trust

McCrillis Timberland, Inc. Griswold Heirs

McCrillis Timberland, Inc.

Francis F. Bickford

Anne F. Nixon

Augustus P. Loring and William M. G. Fletcher, Trustees under the will of Anna G. Fletcher

Augustus P. Loring, Peter B. Loring and Lawrence Coolidge, Trustees under the Will of Margaret G. Locke

David Place, Peter B. Loring, Lawrence Coolidge, Trustees under Articles 9 and 10 of the Will of Merrill Griswold

Augustus P. Loring, Lawrence Coolidge, Trustees under the Will of Evelyn S. Griswold, Evelyn S. Griswold Trust Number 4.

Lincoln Associates Group

Yankee Fork Corporation

Fish River Company

Lost River Company

Moulton

Moulton-Emery Timberlands, Inc.

Gardner N. Moulton and Bonnie R. Moulton, Trustees of the Moulton Realty Trust under Indenture dated December 20, 1983

Gardner N. Moulton, Trustee under Indenture dated December 20, 1976 for the benefit of Margaret W. McKee

F. H. Drummond Heirs

Ruth D. Dolley and George F. Peabody, Trustees under the Will of Henry F. Drummond

Maine National Bank of Bangor, Trustee under the Will of Carrie D. Cushing

Maine National Bank of Bangor, Trustee under the Will of Marjorie B. Drummond

Richard D. Gleason

Robert W. Gleason

Mildred L. Freese, Caroline H. Freese and Maine

National Bank of Bangor, Trustees of the Caroline
H. Freese Trust created under the Will of F.
Drummond Freese
Maine National Bank of Bangor as Trustee of the
Mary F. Gavan Trust created under the Will of
F. Drummond Freese
Maine National Bank of Bangor as Trustee of the
Barbara F. Schulman Trust created under the Will
of F. Drummond Freese
A. Langdon Freese, II

Cabot

Louis W. Cabot
Virginia W. Cabot

Hinch

Virginia H. Ahern
Sharon Ann Ahern
Mary Helen Ahern
Joan Nora Ahern
W. Ward Sutherland, Personal Representative, Estate
of John S. Hinch

Tomhegan

Tomhegan Woodlands, Inc.

Lydia A. GodsoeExhibit BTHE RESPECTIVE P & C CLIENT TO STATE

<u>OWNER</u>	<u>FRACTION</u>	<u>TRACT</u>	<u>ACRES</u>
1. Lincoln	10011/95424	T 12 R 13 WELS	2,122
2. Cabot	77/31808	T 12 R 13 WELS	49
3. Godsoe	100%	T 3 R 7 WELS	750
4. Moulton	13/320	T 11 R 4 WELS - E/2	448
5. Moulton	1/9	T 6 R 7 WELS - Hay Brook Farm	72

6.	Moulton	1/15	T 6 R 9 NWP - Mixer Tract	178
7.	Moulton	1/18	T 7 R 7 WELS - 3600 Acre Tract	200
	Moulton	1/54	11,120 Acre Tract	206
8.	Moulton	1/54	T 8 R 7 WELS - N/2	199
9.	Moulton	1/3	T 9 R 4 WELS - Lot #31	211
10.	McCrillis	31/12480	T 10 R 4 WELS - NE/4	16
	McCrillis	1/180	SW 3/4 -	108
11.	Griswold	1/4	T 15 R 9 WELS	5,242
12.	McCrillis 32885/508928		T 12 R 13 WELS	1,307
13.	Webber	100%	Grand Falls Plt.	2,093
14.	Webber	100%	Bradley	6,143
15.	Webber	11/16	Greenfield	1,800
16.	Cassidy	All	T 3 ND - SW/4	8,047
17.	Cassidy	All	T 41 MD	2,097
18.	Hinch	195/10752	T 11 R 4 WELS - E/2	200
19.	Hinch	1/30	T 6 R 9 NWP - Mixer Tract	<u>89</u>
TOTAL				31,577

In addition, any and all of the right, title and interest of the respective P & C client in the Public Lots of the State, including timber and grass rights, except for those listed in Exhibit C of this Agreement.

EXHIBIT B-1

I. The nonexclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to the State similar rights in said roads and bridges, over the following rights of way.

RESERVED BY WEBBER TIMBERLANDS

1. GRAND FALLS:

A. over the existing road in the southeast portion of Grand Falls easterly of Lord Brook and located on "The Horseback" so called, which crosses the east line of Grand Falls approximately 2 miles northerly of the southeast corner of said Grand Falls then proceeds southerly through said Grand Falls for approximately 1 mile before crossing the east town line of said Grand Falls at a point approximately 1 mile northerly of the southeast corner of said Grand Falls.

B. over an existing road in the extreme southeast portion of Grand Falls commencing on the east town line of Grand Falls at a point approximately 300 feet northerly of the southeast corner of said Grand Falls; thence proceeding southwesterly and crossing the south town line of said Grand Falls at a point approximately 300 feet westerly of the southeast corner of said Grand Falls.

2. over the existing road through lots 26, 32 and 31 in the Town of Bradley, commencing on the west line of Lot #26 at a point approximately 1/4 mile southerly of the northwest corner of said Lot #26; thence along the road easterly for a distance of approximately 1 mile to the east line of said Lot #26 at a point which is approximately 1/4 mile southerly of the northeast corner of said Lot #26; thence southeasterly along the road for a distance of approximately 1 mile to the south line of Lot #32 at a point which is approximately 1/4 mile westerly of the southeast corner of said Lot #32; thence southeasterly along the road for a distance of approximately 1/2 mile to the east line of Lot #31 at a point which is approximately 1/2 mile southerly of the northeast corner of said Lot #31.

RESERVED BY CASSIDY TIMERLANDS

1. T3ND:

A. over an existing road in the southwest 1/4 of T3ND commencing at the north line of the southwest 1/4 of said T3ND at a point which is approximately 7/10 of a mile easterly of the northwest corner of the southwest 1/4 of said T3ND thence along the road southwesterly for a distance of approximately 2 1/2 miles to the west line of the southwest 1/4 of said T3ND at a point which is approximately 2.2 miles southerly from the northwest corner of said T3ND.

B. over an existing road in the southwest 1/4 of T3ND commencing at a point on the west line of said southwest 1/4 of T3ND approximately one mile northerly of the southwest corner of said T3ND, thence southeasterly along the existing road for a distance of approximately one mile to an intersection of roads immediately southeasterly of Snail Pond, thence westerly along an existing road which runs parallel more or less with the south town line of said T3ND for a distance of approximately .6 of a mile to a point of the west line of the southwest quarter of said T3ND approximately 400 feet northerly of the southwest corner of said T3ND.

RESERVED BY LYDIA GODSOE: In T3R7 WELS (from 750 Acre Tract that will be conveyed to State) over the extreme northeast portion of T3R7 WELS commencing at a point on the east town line of said T3R7 WELS, said point being approximately one quarter (1/4) mile southerly of the northeast corner of said T3R7 WELS; thence northwesterly for a distance of approximately one half (1/2) mile to a point on the north town line of said T3R7 WELS, said point being approximately one quarter (1/4) mile westerly of the northeast corner of said T3R7 WELS.

RESERVED BY MCCRILLIS From SW 3/4 of T1OR4 WELS (to be conveyed to the Griswolds for access to T9R4 WELS) over an existing road located on T1OR4 WELS described as follows: commencing at the southwest corner of said T1OR4 WELS; thence proceeding northerly for approximately one quarter (1/4) mile; thence generally easterly for approximately one and one quarter (1 1/4) miles; thence southeasterly for approximately one quarter (1/4) mile to the south town line of said T1OR4 WELS at a point which is approximately one and one half (1 1/2) miles easterly of the southwest corner of said T1OR4 WELS.

II. The right to extract and remove gravel as follows.

RESERVED BY CASSIDY TIMBERLANDS OWNERS from conveyance of fee in T3ND SW 1/4 to the State - the right

to extract and remove 100,000 cubic yards of gravel from the gravel deposits along the so-called "Horseback" located in T3ND. Southwest 1/4 shall be done in compliance with all applicable legal requirements and in such a manner that extraction and removal will not require relocation of the existing primary access road along the so-called "Horseback".

EXHIBIT CSTATE OF MAINE TO THE RESPECTIVE P & C CLIENT

<u>TOWN/TRACT</u>	<u>ACRES</u>
1. T 16 R 13 WELS	936
2. T 5 R 12 WELS	1,000
3. T 13 R 13 WELS	812
4. T 13 R 8 WELS	1,000
5. T 12 R 14 WELS - E/2	406
6. T 7 R 16 WELS	554
7. T B R 11 WELS - N/2	667
8. T A R 12 WELS - SE/4	240
9. T 3 R 3 NBKP - NW/4	240
10. T 5 R 7 WELS - S/2	500
11. T 1 R 5 WELS	240
12. T 1 R 7 WELS	946
13. T 3 R 3 WELS - S 2/3	667
14. T 3 R 12 WELS - E/2	480
15. T 4 R 7 WELS - NW/4	250
-S/2	500
16. T 5 R 7 WELS - NE/4	237
17. T 5 R 9 NWP - SE Part	960
18. T 7 R 4 WELS	1,000
19. T A R 5 WELS - 3 located lots	957

20. T 6 R 13 WELS	1,000
21. T A R 11 WELS	1,000
22. T 3 R 13 WELS	1,000
23. T 4 R 15 WELS	1,000
24. T 3 R 3 NBKP - SE/4	480
- SW/4	240
25. T X R 14 WELS	250
26. W Hopkins Academy	200
27. T 6 R 14 WELS	1,000
28. T 2 R 8 WELS	480
29. T 4 R 13 WELS	500
30. T 4 R 14 WELS - SE/4	<u>250</u>
TOTAL	19,992

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit C of this Agreement is excepted and reserved to the State.

EXHIBIT C-1

The nonexclusive right to use, maintain, improve and replace the roads and bridges as they now exist or may in the future be relocated, granting however to P & C and the P & C clients, and their successors and assigns, similar rights in said roads and bridges, over the following rights of way.

In 12R7 WELS, over the American Realty Road, which enters and exits on the south line of the town.

In 13R13 WELS, over the St. Pamphile Road, which enters on the north and east line and exits on the west line of the town.

In 3R12 WELS, over the Golden Road, which enters on the north line and exits on the west line of the located public lot.

In 4R13 WELS, over the Chesuncook Village Road, which enters on the south line and exits on the north line of the located public lots.

In 5R12 WELS, over the Duck Ponds Roads entire road complex.

EXHIBIT D

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as "the State") releases, acquits and forever discharges (the respective P & C client; including without limitation, those persons and other entities listed in Exhibit A attached hereto and incorporated herein), their successors and assigns, predecessors in title, subsidiaries and affiliates, lessees, contractors and all other entities with which the respective P & C client has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "P & C client"), of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to the respective P & C client, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which the respective P & C client may be found to be responsible.

State hereby covenants not to sue the respective P & C client or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to the respective P & C client, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P. L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

By: _____
Its Director, Bureau of
Public Lands

AGREEMENT

This Agreement is made this 23rd day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Di-

rector of the Bureau of Public Lands, hereinafter referred to as the "State", and Great Northern Nekoosa Corporation, a Maine corporation, doing business as Great Northern Paper, with a place of business in Millinocket, Maine, hereinafter referred to as "Great Northern".

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

1. Great Northern agrees to convey to the State all of its rights, title and interest in the property described in Exhibit A attached hereto and incorporated herein, except that Great Northern shall except and reserve to itself, its successors and assigns, (a) all land and flowage rights acquired by the West Branch Driving and Reservoir Dam Company which merged into Great Northern Paper Company under date of February, 1953 with respect to the Lands on Gero Island; and (b) all rights necessary to comply with the FERC requirements for Project 2572. Without prejudice or implication as to any of Great Northern's rights under this Agreement or otherwise, Great Northern reserves the right to withhold the delivery of its deeds of the Lands listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Great Northern all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Great Northern the separate Release and Covenant Not to Sue in the terms provided in Exhibit C attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by Great Northern. In the event that the State does not enact legislation authorizing this exchange of Lands by November

1, 1984, or if Great Northern does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on or after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to Great Northern pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B, in which the State retains part of the Public Lots, which are, or may subsequently be determined to be, unlocated, and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to Great Northern is to be unlocated but to lie within that part or share of the township owned by Great Northern on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional public lot acreage in that part or share of the respective township owned by Great Northern on the Closing Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed

by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Great Northern.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment. Excise taxes or charges paid for spraying for 1984 for budworm suppression with respect to the Lands conveyed by either party shall be paid by the grantee; or to the extent the respective grantor has paid same, grantee shall reimburse grantor at closing.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

14. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties agree to use their best efforts to find mutually acceptable substitute lands for that portion of the Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute

lands within ninety (90) days of such destruction, this Agreement shall terminate. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate Release and Covenant Not to Sue, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit A hereto over (b) the value of the property described in Exhibit B hereto, shall be in consideration for the release of all such claims.

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

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

19. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul SternBy: Richard B. Anderson
Its Commissioner of
ConservationPRINT OR TYPE NAME AS SIGNED:

_____Paul SternBy: Annee Tara
Its Director, Bureau of
Public LandsPRINT OR TYPE NAME AS SIGNED:

_____GREAT NORTHERN NEKOOSA CORPO-
RATIONJudith A. DignanBy: Robert Bartlett
Its Vice PresidentPRINT OR TYPE NAME AS SIGNED:

_____EXHIBIT A

GREAT NORTHERN TO STATE

<u>TRACT</u>	<u>ACRES</u>
1. T13 R12	19,468
2. T1 R12	12,899
3. T10 R4 NE/4	662
4. T11 R 4 E/2	2,548
5. T 5 R13	27
6. T7 R12 (6 parcels)	<u>2,631</u>
TOTAL	38,235

In addition, all of Great Northern's right, title and interest in the Public Lots of the State, including timber and grass rights, except for those listed in Exhibit B of this Agreement and in Exhibit B of the Agreement dated December 5, 1974 between the

State of Maine and Great Northern Nekoosa Corporation, State of Maine Resolves, 1975, Chapter 3.

EXHIBIT B

SUMMARY OF PUBLIC LOTS

STATE TO GREAT NORTHERN PAPER

<u>TOWNSHIP</u>	<u>ACREAGE</u>
T14 R10	1000
T12 R11	731
T13 R11	1000
T14 R11 S/2	500
T15 R11 N/2	484
T12 R12	1000
T15 R12	1000
T14 R 6	858
T15 R 6 E/2	250
T15 R 6 W/2	500
T15 R 8 N/2	500
T15 R 8 S/2	500
T16 R 8	1000
T12 R 9	984
T14 R 9	1000
T A R10	960
T B R10	756
T 2 R11	424
East Hopkins Academy	200
T 4 R 7 NE/4	250
T 2 R 8 N/2	480
T 3 R 8 W/2	500
T 4 R 8 SE	1000
T 3 R 3 N/3	333
T17 R 3 N/2	500
T17 R 3 S/2	500
T17 R 4 S/2	675
T 8 R 4 NE/4 & SW/4	480
T 7 R 6	1000
T 8 R 6 S/2	480
T10 R 6 S/2	120
T 8 R 8	1000
T 9 R 8	1000

T11 R 8	991
T 8 R 9	1000
T 9 R10	750
T10 R10	1000
T11 R15 E/2	500
East Middlesex	193
N.Part	
T 7 R15 W/2	500
T2 R 9 NWP	960
T 9 R 4	1001
T 2 R12	960
Total	29,820

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges GREAT NORTHERN NEKOOSA CORPORATION, a Maine corporation, doing business as Great Northern Paper, with a place of business in Millinocket, Maine, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Great Northern has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "Great Northern") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory (hereinafter referred to as the "Claims"), which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other act occurring on, or with respect to,

any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Great Northern, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which Great Northern may be found to be responsible.

State hereby covenants not to sue Great Northern or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Great Northern, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this ____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____
Commissioner of Conservation

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Coburn Lands Trust hereinafter referred to as "Coburn".

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

1. Coburn agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein. Without prejudice or implication as to any of Coburn's rights under this Agreement or otherwise, Coburn reserves the right to withhold the delivery of its deeds of the Lands and other interests listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Coburn all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Coburn the separate release and covenant not to sue as provided in Paragraph 14 hereunder.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by Coburn. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if Coburn does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on and after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to Coburn pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B in which the State retains part of the Public Lots, which are or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to Coburn is to be unlocated and to lie within that part or share of the township owned by Coburn on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by Coburn on the Closing Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Coburn.

10. Each party shall be responsible at its own expense for such title examination as that party

wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way or easements which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

12. Each party shall deliver full possession of its Lands to the other party at the time of closing.

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

14. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit A hereto over (b) the value of the property described in Exhibit B hereto, shall be in consideration for the release of all such claims.

15. The parties hereto are aware that legislative authority is necessary to permit the terms hereof to be agreed to by the State; that the final approval of Coburn is also necessary; and that this Agreement is therefore contingent upon the granting of such authorizations. Upon the granting of such authorizations, each party warrants to the other par-

ty that it has authority to execute this Agreement and to carry out the transactions provided herein.

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

17. Either party may cancel this Agreement due to title objections not removed or resolved in accordance with Paragraph 10 hereof, or may extend the closing date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

COBURN LANDS TRUST

Lorraine M. LaFontaine

By: Charles P. Barnes II
Its Treasurer

PRINT OR TYPE NAME AS SIGNED:

EXHIBIT A

COBURN LANDS TRUST TO STATE

TRACTACRES

Attean (T 5 R 1 NBKP) - Subject to Attean Township Conservation Restrictions, contained in a Conservation Indenture dated August 18, 1984, recorded in Somerset County Registry of Deeds, Book 1151, Page 135. 1,175

Moxie Gore (T 1 R 5 BKPEKR) - cutting rights 85

In addition, all and any of the right, title and interest of the Coburn Lands Trust or any Coburn family members or heirs in the public lots of the State, including timber and grass rights except that public lot listed in Exhibit B of this Agreement.

EXHIBIT BSTATE OF MAINE TO COBURN LANDS TRUSTTOWN/TRACTACRES

Tomhegan (T 1 R 2 NBKP) 419

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is except and reserved to the State.

EXHIBIT CRELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges the COBURN LANDS TRUST and each and all of the Coburn Heirs; including without limitation, those persons or

other entities listed in Exhibit C-1 attached hereto and incorporated herein, their successors and assigns, subsidiaries and affiliates, predecessors in title, lessees, contractors and all other entities with which Coburn has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "Coburn") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory, which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to Coburn, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for Alleged Uses for which Coburn may be found to be responsible.

State hereby covenants not to sue Coburn or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which State has suffered or may in the future suffer allocable to Coburn, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its right against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____

Commissioner of Conservation

EXHIBIT C-1
COBURN HEIRS

The Coburn Heirs, so called, being all of the present owners of Coburn Lands Trust, are as follows:

Eunice Wood Davis	of Davie, Florida
Lance B. Davis	of Davie, Florida
Mary Ellen Davis	of Davie, Florida
Robert H. Davis	of Davie, Florida
Grace Helen Fawcett	of Paris, France
Helen Coburn Fawcett	of Berkeley, California
John Coburn Fawcett	of Snohomish, Washington
Eunice Pepper Langenbach	of Hingham, Massachusetts
George Irving Smith	of Menlo Park, California
Laura E. Smith	of Menlo Park, California
Randall G. Smith	of LaJolla, California
Derek S. Tarson	of Nyack, New York
Frances Pepper Tarson	of Nyack, New York
Geoffrey L. Tarson	of Nyack, New York
Louise Coburn Velten	of New York, New York
Elizabeth Pepper Wood	of Gainesville, Florida
Ellen Wood	of Chesterfield, Virginia
Mary Elizabeth Wood	of Los Angeles, California
Stephen Bradshaw Wood	of Westmoreland, Tennessee

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee

of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and the Dunn Heirs, d/b/a Dunn Timberlands, c/o Robert W. Sawyer, Ashland, Maine 04732; including without limitation, the persons and other entities listed in Exhibit A attached hereto and incorporated herein, hereinafter referred to as "Dunn Heirs".

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

1. The Dunn Heirs agree to convey to the State all of their right, title and interest in the property described in Exhibit B attached hereto and incorporated herein.

2. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are delivered, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by the Dunn Heirs. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if the Dunn Heirs do not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

3. The Dunn Heirs shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the State.

4. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the State shall be paid by the Dunn Heirs or their designee at going rates for all timber cut and sand and gravel removed from the Lands on and after July 1, 1984.

5. All conveyances contemplated by this Agreement shall be made by quitclaim deed without covenant. The deeds shall convey or assign the Dunn Heirs' interest in all harvesting or extraction permits and all leases, mineral leases or mineral exploration permits with respect to the premises conveyed.

6. The State shall be responsible at its own expense for such title examination as it wishes to conduct. In the event of title objections prior to the Closing Date, the State shall give the Dunn Heirs written notice thereof at least ten (10) days prior to the Closing Date; and the Dunn Heirs shall use their best efforts to remove or resolve the objections within a reasonable period of time, but the Dunn Heirs shall not be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

7. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the Dunn Heirs.

8. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

9. The Dunn Heirs shall deliver full possession of their Lands to the State at the time of closing.

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

11. With respect to any leases existing on the Lands to be conveyed by the Dunn Heirs, the parties agree that the State shall be entitled, after the Closing Date, to all benefits with respect to the Lands received and shall assume all obligations and hold the Dunn Heirs harmless from any claims and obligations arising after the Closing Date; and the Dunn Heirs shall be entitled, up to and including the Closing Date, to all benefits of Lands conveyed and shall hold the State harmless from any claims and obligations arising up to and including the Closing Date.

12. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the value of the property described in Exhibit B hereto shall be in consideration for the release of all such claims.

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

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

15. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS.

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul SternBy: Annee Tara
Its Director, Bureau
of Public Lands

PRINT OR TYPE NAME AS SIGNED:

DUNN HEIRS

Lary C. HewsBy: Robert W. Sawyer
Its attorney

PRINT OR TYPE NAME AS SIGNED:

EXHIBIT A

Mr. George C. Sawyer
P.O. Box 126
Ashland, ME 04732Mr. James B. Ames, Trustees
Mr. Alfred W. Fuller, Trustee
Caroline D. Tyler, Trust
225 Franklin Street
Boston, Mass. 02110Mrs. Laura L. Pike
Ashland, ME 04732Mrs. Jane Boyd, Ex.
Est. Marjorie D. Fernald
1274 Starlight Drive
Laguna Beach, CA 92651Mr. George C. Sawyer Jr.
6216 Dogwood Circle
Lincoln, ME 04732Mr. John D. Turner
260 Race Street
Denver, CO 80206Mr. Peter D. Sawyer
Sheridan, ME 04775Mrs. Valerie Sawyer-Smith
28 Valley Road
Dover, MA 02030Mrs. Elizabeth B. Maker
Box 22
Spartanburg, PA 16434Mr. G. C. Sawyer Trustee
Est of Sarah E. Dunn
P.O. Box 126
Ashland, ME 04732

Ms. Nancy C. Sawyer
7 Baker Street
Worcester, MA 01603

Mr. Robert W. Sawyer,
Executor
Estate of Robert W. Sawyer
P.O. Box 313
Ashland, ME 04732

Mr. John C. Sawyer
9 Pond View Road
Norfolk, MA 02056

Mr. Gerry J. Dietz
Box 4833
Syracuse, NY 13201

Mrs. Olga D. Turner
260 Race Street
Denver, CO 80206

Mr. Robert E. Dietz 3rd
7017 N. Edith Blvd NE
Albuquerque, NM 87113

Mr. M. K. Knutsen, Trust
Officer
RE: Estate of E. J. Calkins
Crocker Nat'l Bank 393 13th
Oakland, CA 94604

Mr. J. Arthur Collier
Exchange Street
Ashland, ME 04732

Mrs. Janet E. Braley
RFD #1
Mapleton, ME 04757

Mr. Frank Martin
RFD #1
Ashland, ME 04732

Mr. Charles Martin
Box 56
Thorndike, ME 04986

Mrs. Ida Mae Beaulier
Washburn, ME 04786

Mr. Myron J. &
Julian W. Turner
Trustees Est. Ray Dunn
Garfield Rd.
Ashland, ME 04732

Mrs. Natalie M. Daggett
Box 45
Mequon, WI 53092

Mr. Wilmer Hunter,
Trustee
Est. Rachell M. Hunter
Rt. 1, Holly Park Rd.
Vincentown, NJ 08088

Mrs. Lois A.D. Faulkner
12 Hilltop Drive
Keene, NH 03431

Mrs. Sara Martin
RFD #1
Ashland, ME 04732

Mrs. Sarah Bourdeau
Ashland, ME 04732

Mrs. Jessie Shrier
17 Cedar Street
Wilmington, MA 01887

Mr. George W. Fisher
Ashland, ME 04732

Mr. Robert W. Sawyer
P.O. Box 313
Ashland, ME 04732

Mrs. Marion Martin
Ashland, ME 04732

Mrs. Herbert Henderson,
Ex. Est. Dawn Russell
Rt. 1-Box 124
Orrington, ME 04474

Mr. George Martin
10 Hamilton St.
Hartford, CT 06106

Mrs. Laura Waterson
RFD #1
Alexandria Bay, NY 13607

Mrs. Ada Cooper
Box 131
RFD #1
East Stroudsburg, PA 18301

EXHIBIT B

DUNN HEIRS-STATE

1. The northeast quarter of Squa Pan Township (Township 10, Range 4, WELS), in Aroostook County, Maine, representing approximately 1,573 acres held common and undivided.

2. Approximately 303 acres held common and undivided in a parcel of land in the southeast quarter of Squa Pan Township, bounded as follows: on the north by the north line of said quarter township; on the east by the east line of said Township; on the south by the centerline of Bogan Brook; and on the west by natural low water mark of the eastern shore of Squa Pan Lake.

3. A common and undivided interest, representing approximately 1,042 acres, in that portion of the southeast quarter of said Township remaining after the land described in paragraph 2 above is taken out.

In addition, any and all of the Dunn Heirs' right, title and interest in the Public Lots of the State, including timber and grass rights.

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges the DUNN HEIRS, d/b/a Dunn Timberlands, c/o Robert W. Sawyer, Ashland, Maine 04732; including without limitation, the persons and other entities listed in Exhibit A attached hereto and incorporated herein, their successors and assigns, subsidiaries and affiliates, predecessors in title, lessees, contractors

and all other entities with which the Dunn Heirs have acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives of the foregoing (all hereinafter referred to as "the Dunn Heirs") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to the Dunn Heirs, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which the Dunn Heirs may be found to be responsible.

State hereby covenants not to sue the Dunn Heirs or any other entity for that portion of all claims and of the total amount of all damages which the State has suffered or may in the future suffer allocable to the Dunn Heirs, if any, because of the Alleged Uses during such period.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the con-

tents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____
Commissioner of Conservation

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Baskahegan Company, a Maine corporation, hereinafter referred to as "Baskahegan".

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

1. Baskahegan agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein. Without prejudice or implication as to any of Baskahegan's rights under this Agreement or otherwise, Baskahegan reserves the right to withhold the delivery of its deeds of the property listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Baskahegan all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Baskahegan the separate release and covenant not to sue as provided in Paragraph 16 hereunder.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by Baskahegan. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if Baskahegan does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on and after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to Baskahegan pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B in which the State retains part of the Public Lots, which are or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to Baskahegan is to be

unlocated and to lie within that part or share of the township owned by Baskahegan on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by Baskahegan on the Closing Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Baskahegan.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

14. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties

agree to use their best efforts to find mutually acceptable substitute lands for that portion of the Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute lands within ninety (90) days of such destruction, this Agreement shall terminate. For the purpose of this paragraph "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit A hereto over (b) the value of the property described in Exhibit B hereto, shall be in consideration for the release of all such claims.

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

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

19. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS: STATE OF MAINE

Paul Stern By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

BASKAHEGAN COMPANY

Margot Wallace By: Roger Milliken, Jr.
Its Vice President

PRINT OR TYPE NAME AS SIGNED:

EXHIBIT A

BASKAHEGAN TO STATE

<u>TRACT</u>	<u>ACRES</u>
1. Marion	
Patrick Lake	687
Second Lake	131
Clifford Stream	305
Upper Cove	40
Lower Cove	30

2. T 3 R 7 WELS	<u>2,099</u>
TOTAL	3,292

In addition, any and all of Baskahegan's right, title and interest in the Public Lots of the State, including timber and grass rights, except for those Public Lots listed in Exhibit B of this Agreement.

EXHIBIT B

STATE TO BASKAHEGAN

<u>TOWN/TRACT</u>	<u>ACRES</u>
1. T 11 R 3 NBPP	330
2. T 10 R 3 NBPP	220
3. T 8 R 3 NBPP	<u>640</u>
TOTAL	1190

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges BASKAHEGAN COMPANY, a Maine corporation, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Baskahegan has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other representatives

of the foregoing (all hereinafter referred to as "Baskahegan") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory, which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Baskahegan, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which Baskahegan may be found to be responsible.

State hereby covenants not to sue Baskahegan or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Baskahegan, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By:

Its Commissioner of Conservation

By:

Its Director, Bureau of Public
Lands

AGREEMENT

This Agreement is made this 27th day of August, 1984, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and Georgia-Pacific Corporation, a Georgia corporation, with a place of business in Baileyville, Maine, hereinafter referred to as "Georgia-Pacific".

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

1. Georgia-Pacific agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein. Without prejudice or implication as to any of Georgia-Pacific's rights under this Agreement or otherwise, Georgia-Pacific reserves the right to withhold the delivery of its deeds of the Lands listed in Exhibit A of this Agreement until the deeds referred to in Paragraph 8 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to Georgia-Pacific all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Georgia-Pacific the separate release and covenant not to sue as provided in Paragraph 16 hereunder.

3. The property described in Exhibit A and B are referred to in this Agreement as the "Lands".

4. The term of this Agreement shall commence on the day after the date of this Agreement and continue until and including the date and time on which the documents of conveyance are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the last to occur of (a) the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement and (b) the effective date of final approval of the terms of this Agreement by Georgia-Pacific. In the event that the State does not enact legislation authorizing this exchange of Lands by November 1, 1984, or if Georgia-Pacific does not finally approve such exchange by that date, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

5. The parties shall not engage in any activity or execute any instrument which would result in any further lease, right-of-way, easement, lien or encumbrance relating to the Lands during the term of this Agreement, without the express written consent of the other party.

6. During the term of this Agreement, the cutting of timber on the Lands may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, the grantee of the respective Lands shall be paid by the grantor or its designee at going rates for all timber cut and sand and gravel removed from the Lands on and after July 1, 1984.

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

8. Each party agrees to use its best efforts to obtain and record in the appropriate Registry of Deeds, before or concurrent with closing, release or quitclaim deeds from all entities which own or purport to own any interest in timber and grass rights on the Public Lots of the State which are to be transferred to Georgia-Pacific pursuant to this Agreement.

9. With respect to those townships listed in Exhibit B, in which the State retains part of the Public Lots, which are, or may subsequently be determined to be, unlocated; and concurrent with closing, the State shall agree in writing that the acreage listed in Exhibit B for conveyance to Georgia-Pacific is to be unlocated but to lie within that part or share of the township owned by Georgia-Pacific on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by Georgia-Pacific on the Closing Date immediately after closing. In addition, each party agrees to use its best efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to M.R.S.A. Title 30 §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Georgia-Pacific.

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time, but neither party shall be obligated to expend more than \$1,000 for this purpose. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use of the property for commercial forestry and recreational purposes.

11. Property taxes for the current or prior tax years and excise taxes for 1984 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

12. Rental payments on all leases, mineral leases or mineral exploration permits on the Lands shall be prorated as of the Closing Date. If either party receives payment of any amounts which are due to the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

13. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases.

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

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

16. At the closing of the exchange contemplated by this Agreement, the State shall deliver a separate release and covenant not to sue, in the terms set forth in Exhibit C attached hereto and incorporated herein. The parties hereto intend that the excess of (a) the value of the property described in Exhibit A hereto over (b) the value of the property described in Exhibit B hereto, shall be in consideration for the release of all such claims.

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

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

19. Either party may cancel this Agreement, or extend the Closing Date, at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

Paul Stern

By: Richard B. Anderson
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS SIGNED:

Paul Stern

By: Annee Tara
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS SIGNED:

J. David Peterson

By: Robert A. Schumacher
Its Executive Vice President
Pulp and Paper

GEORGIA-PACIFIC CORPORATION

PRINT OR TYPE NAME AS SIGNED:

Robert A. Schumacher

EXHIBIT AGEORGIA-PACIFIC TO STATE

<u>TRACT</u>	<u>ACRES</u>
18 ED	1,150

In addition, any and all of Georgia-Pacific's right, title and interest in the Public Lots of the State, including timber and grass rights, except those Public Lots listed in Exhibit B of the Agreement dated February 14, 1980 between Georgia-Pacific Corporation and the State of Maine, found at Resolves 1980, ch. 52, and those public lots in Exhibit B of this Agreement.

EXHIBIT BSTATE OF MAINE TO GEORGIA-PACIFIC

<u>TOWN/TRACT</u>	<u>ACRES</u>
Marion	1,078

However, notwithstanding anything in this Agreement, the State's right, title or interest in any and all public roads or great ponds in, on or over any of the lands set forth in Exhibit B of this Agreement is excepted and reserved to the State.

EXHIBIT CRELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned STATE OF MAINE, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, (hereinafter referred to as the "State") releases, acquits and forever discharges GEORGIA-PACIFIC CORPORATION, a Georgia corporation, with a place of business in Baileyville, Maine, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Georgia-Pacific has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agents and other

representatives of the foregoing (all hereinafter referred to as "Georgia-Pacific") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnification, interest, or any other claims whatsoever under whatever theory which the State now has or which may hereafter arise or accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of sand, gravel or other resources, leasing or any other acts occurring on, or with respect to, any and all of the Public Lots in the State of Maine prior to (Closing Date), 1984 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Georgia-Pacific, if any. It is the intention of the State to release, discharge, satisfy and credit that fraction and percentage of all claims and damages, if any, for which Georgia-Pacific may be found to be responsible.

State hereby covenants not to sue Georgia-Pacific or any other entity for that portion of all claims for Alleged Uses and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Georgia-Pacific, if any.

This Release is not a release of any other entity which may be liable for damages claimed by the State except as provided above. The State expressly reserves its rights against any other entity.

It is agreed that this settlement is in compromise of disputed claims, that the consideration paid is not to be construed as an admission by the parties hereby released, and that the parties hereby released deny liability therefor.

This Release contains the ENTIRE AGREEMENT between the parties hereto and the terms of this Release are contractual and not a mere recital.

The undersigned further states that he has carefully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, P.L., 1984.

Dated this _____ day of _____, 1984.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____

Commissioner of Conservation

Effective December 11, 1984.

CHAPTER 88

H.P. 1882 - L.D. 2484

RESOLVE, to Address Training and
Employment Opportunities for Handicapped
Persons Beyond School Age.

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 State provides Maine's handicapped children with a free and appropriate education through age 20; and

Whereas, the State has, through enactments of this and previous Legislatures, enumerated and supported the rights of all handicapped citizens to training, habilitation and employment in the least restrictive environment consistent with their needs and potential; and

Whereas, several hundreds of handicapped citizens are now exiting school systems across this State each year; and

Whereas, these individuals have the potential for more productive and independent adult lives, if afforded reasonable training opportunities; and

Whereas, the lack of training, employment and independent living opportunities for handicapped persons leaving the education system will result in unnecessary and expensive institutionalization, welfare-dependence, wasted human potential, lost ca-