

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND TWELFTH LEGISLATURE

FIRST REGULAR SESSION

December 5, 1984 to June 20, 1985
Chapters 384-End

AND AT THE

FIRST SPECIAL SESSION

November 13, 1985

PUBLISHED BY THE DIRECTOR OF REVISOR OF STATUTES IN
ACCORDANCE WITH MAINE REVISED STATUTES ANNOTATED,
TITLE 3, SECTION 163-A, SUBSECTION 4.

J.S. McCarthy Co., Inc.
Augusta, Maine
1985

RESOLVES
OF THE
STATE OF MAINE
AS PASSED AT THE
FIRST REGULAR SESSION
of the
ONE HUNDRED AND TWELFTH LEGISLATURE
1985

TAX LIABILITY

1983 Taxes.....	\$ 57.68
Interest.....	7.20
Penalty.....	5.77
Costs.....	<u>10.00</u>
Total.....	\$ 80.65

Recommendation: Sell to John and Jean Simeone for \$80.65. If they do not pay this amount within 60 days of the effective date of the resolve, sell to the highest bidder for not less than \$85.

Steuben, Washington County

Map 15 Lot 5, 6 (29400010483)

Southern New England Credit Production
also known as Robert Perry.....360 Acres

TAX LIABILITY

1983 Taxes.....	\$ 91.08
Interest.....	11.40
Penalty.....	9.11
Costs.....	<u>10.00</u>
Total.....	\$121.59

Recommendation: Sell to Southern New England Credit Production also known as Robert Perry for \$121.59. If he does not pay this amount within 60 days of the effective date of the resolve, sell to the highest bidder for not less than \$125.

Effective September 19, 1985.

CHAPTER 38

S.P. 588 - L.D. 1545

Resolve, Authorizing the Sale of Certain
Public Reserved Lands.

Director of Bureau of Public Lands; authorized to consummate sale of certain Public Reserved Lands in the Township of Elliottsville, as contemplated by agreements contained herein. All monies received for

the sale of these lands shall be deposited in a Public Reserved Lands Acquisition account and shall be used to purchase additional land for the Public Reserved Lands System. 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.

In accordance with Maine Revised Statutes, Title 30, section 4169, subsection 1-B, notices of these transactions have been posted and a public meeting has been conducted.

Bureau of Public Lands
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Elliottsville Plantation - Lot No. 1

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Dr. Bruce Stewart and Suzanne I. Stewart of Richmond, Virginia (Grantee), in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

(1) The State of Maine shall convey all of its right, title and interest in and to a parcel of Public Reserved Land, consisting of 114 acres + / -, located in Elliottsville Plantation and designated as Lot #1 on the attached map (Exhibit A).

(2) The Grantee shall accept the property as conveyed, subject to all terms and conditions as outlined herein, contingent upon the relocation of a proposed public boat launch facility, as shown in Exhibit B(1). The Bureau of Parks and Recreation shall issue a decision with respect to the relocation not later than July 1, 1985.

(3) The Grantee agrees to sell or lease enough land, at a reasonable rate, to accommodate the existing right-of-way use at the eastern end of the parcel by individuals owning seasonal camps on Onawa Lake at the time of closing.

(4) The State will convey this property by quit-claim deed.

(5) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale and conveyance (120 days following ad-

journalment), subject to the conditions in paragraph 2 above.

(6) At closing, the Grantee shall pay to the State the sum of \$34,200 as reflected in his bid of December 3, 1984, less 10 percent (\$3,420) of the purchase price, said 10 percent to be an earnest payment due upon execution of this Agreement..

(7) The Grantee shall have until April 12, 1985, to sign and return copies of this agreement. The State has already received and acknowledged payment of earnest money, as described in paragraph 6 above. The Grantee shall include with the signed purchase and sales agreement evidence that he has secured financing for the remainder of the purchase price. Failure to supply such evidence in the prescribed manner shall cause this agreement to be terminated and the State shall remit all prepayments to the Grantee.

(8) If, for any reason other than that stated in paragraphs 2 and/or 7 above, the grantee shall fail to meet the terms of this Agreement or shall fail to close this transaction, the State shall retain the 10 percent earnest payment and proceed, at its discretion, to consummate the sale with any other party.

(9) The State's conveyance shall be subject to the following reservations and exceptions:

- a. A public easement of Lot #1 for purposes of developing a boat launch and associated facilities, consisting of an area described as follows: beginning at the southern most corner of lake frontage, thence southerly along the westerly sideline of land now or formerly of John H. Donnan, a distance of 50 feet more or less; thence westerly, along the southerly sideline of the Public Lot proposed for conveyance, a distance of 1,200 feet; thence northerly and at right angles to the last described course, a distance of 400 feet; thence easterly, at right angles to the last described course, to the shore of Onawa Lake; thence southeasterly along the shore of Onawa Lake to the point of beginning, as shown on the attached map (Exhibit B, as modified in Exhibit B(1)).
- b. An easement for foot traffic across Lot

#1 to be used exclusively by adjoining campowners, their guests and assigns, said easement to be located by the grantee and limited to that area historically used for such purposes, except as may otherwise be mutually agreeable to the parties.

- c. The current leasehold on Lot #1 (Mary Gray Stevenson / Termination Date: 12/86) shall continue for the duration of the current term and according to the same conditions, except that all revenues therefrom shall be prorated between the parties upon closing. A copy of the leasehold is attached hereto as Exhibit C.
- d. A right-of-way to Central Maine Power Company for the purpose of installing and maintaining utility lines, as shown in Exhibit B. A Copy of the right-of-way Agreement, effective until November 2, 2006, is attached hereto as Exhibit D.

(10) The Grantee hereby acknowledges that he has had an opportunity to inspect the property or has voluntarily waived such opportunity and that he understands and accepts the terms of sale as represented herein.

(11) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State of Maine, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the present regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of adjournment and the 10% payment shall be returned to the Grantee, unless otherwise agreed by the parties.

(12) ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

FOR THE GRANTEE:

Robert H. Gardiner, Jr. - DATE
Director
Bureau of Public Lands

Dr. Bruce Stewart - DATE
8703 Berwickshire Dr.
Richmond, Virginia 23229

Suzanne I Stewart - DATE
8703 Berwickshire Dr.
Richmond, Virginia 23229

ACKNOWLEDGED:

ACKNOWLEDGED:

-DATE

-DATE

AMENDMENT A
Purchase & Sales Agreement
Elliottsville Plantation
Lot #1

This amendment is hereby incorporated into the agreement by and between the Bureau of Public Lands, Department of Conservation, and Dr. Bruce Stewart and Suzanne I. Stewart of Richmond, Virginia, as pertains to the purchase of Lot #1 of the Public Reserved Lands Situated in Elliottsville Plantation.

(1) Paragraph 9a of the Agreement is hereby amended to read: A public easement on Lot #1 for purposes of developing a boat launch and associated facilities, to be used by the public, to be established within an area as described:

beginning at the southern most corner of lake frontage, thence southerly along the westerly sideline of land now or formerly of John H. Donnan, a distance of 50 feet more or less; thence westerly, along the southerly sideline of the Public Lot proposed for conveyance, a distance of 1,200 feet; thence northerly and at right angles to the last described course, a distance of 400 feet; thence easterly, at right angles to the last described course, to the shore

of Onawa Lake; thence southeasterly along the shore of Onawa Lake to the point of beginning, as shown on the attached map (Exhibit B).

It is further noted that the easement, shall not apply throughout the 12 acres (+ / -), as described above, but rather shall extend through only as much of that areas as may be required, according to the plan reflected in Exhibit B1, attached (the relocated site).

FOR THE STATE:

FOR THE GRANTEE:

Robert H. Gardiner, Jr. Date
Director

Dr. Bruce Stewart Date
8703 Berwickshire Dr.

Bureau of Public Lands

Richmond, Virginia 23229

Suzanne I. Stewart Date
8703 Berwickshire Dr.
Richmond, Virginia 23229


WITNESS:

WITNESS:

Date

Date

EXHIBIT A
ELLIOTTSVILLE PLANTATION

 PUBLIC LOTS

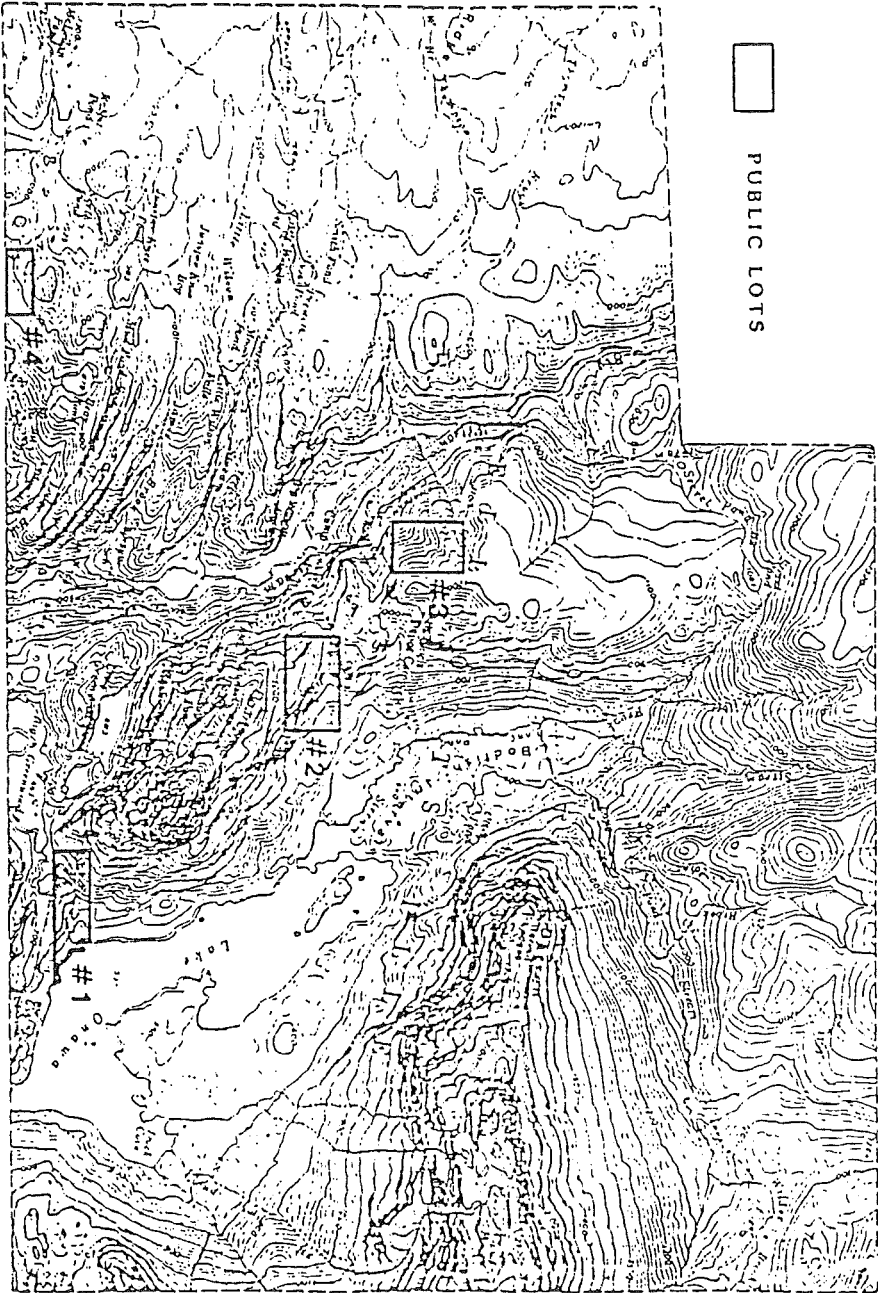


EXHIBIT B(1)

LAST CLASS

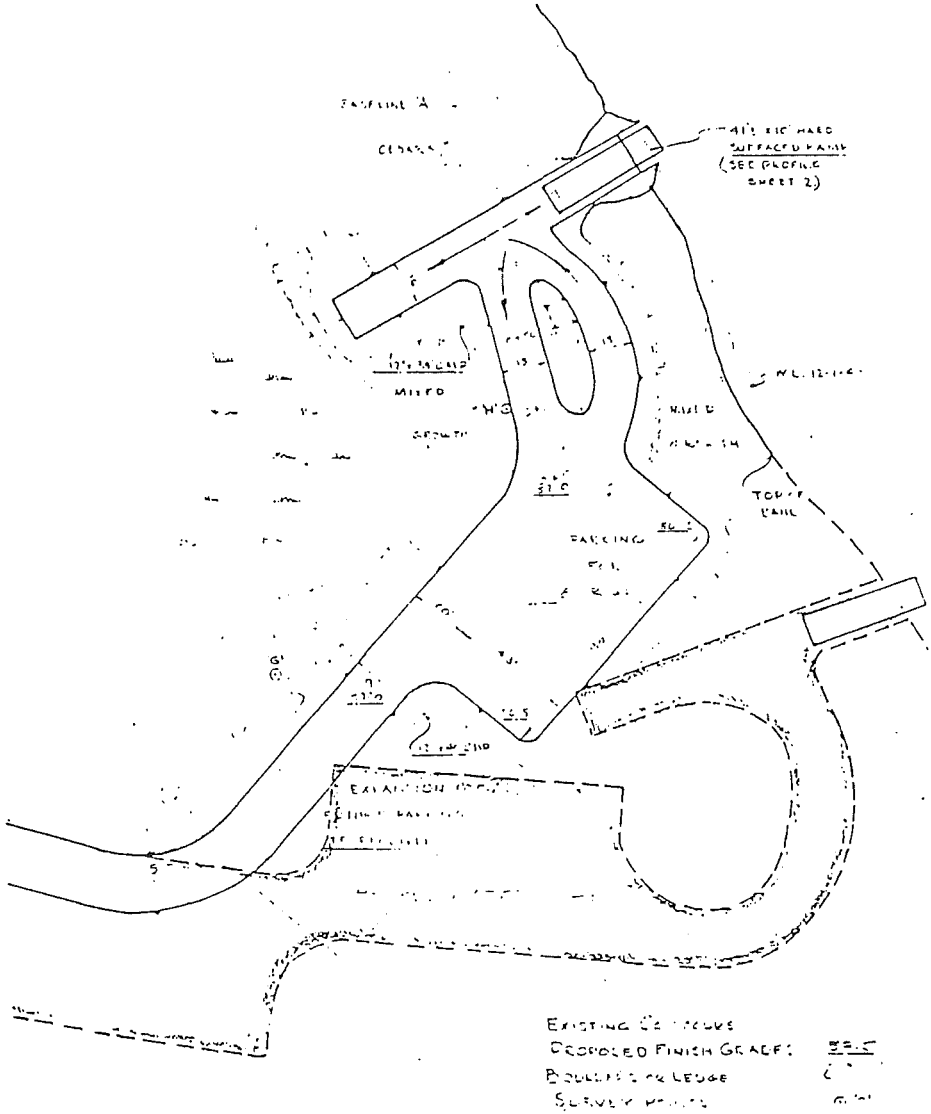


EXHIBIT C

BUREAU OF PUBLIC LANDS CAMPLOT LEASE NO. 21080 L. #1
Public Reserved Land

This Lease is made as of the 1st day of October, 1980, by and between the State of Maine by the Director of the Bureau of Public Lands, Department of Conservation, acting pursuant to the provision of M.R.S.A., Title 30, §4162 (4) (D) (hereafter "Lessor") and Mary Gray Stevenson, John, Robert & Elizabeth Stevenson (hereafter "Lessee").

1. LOCATION: Lessor hereby leases to the Lessee, and Lessee hereby rents and takes from Lessor the following described premises (hereafter referred to as the "property" or the "premises"): Lease Lot #1 on the Public Reserved Land Elliottsville, Piscataquis County. Description on file in the office of the Lessor.

2. TERM: This lease shall be for the term of 5 years commencing January 1, 1981, and ending at midnight on December 31, 1986.

3. ANNUAL RENTAL PAYMENT: Lessee shall pay without demand to Lessor (1981-\$150.00) (1982-\$225.00) (1983-\$225.00) on or before January 1st, 1981, and on each succeeding January 1st throughout the term of this lease. Failure to pay rent by January 1st shall result in a \$10. (ten dollar) service charge and or cancellation of lease. Checks are to be made payable to the Treasurer of State and delivered to the offices of the Bureau of Public Lands, Augusta, Maine 04333. Lessor retains the right to revise the annual rental payment, from time to time, throughout the term of this lease. Lessor shall send notice to Lessee of the proposed revision of the annual rental payment on or before the first day of December. Upon receipt of such notice, Lessee shall have the option to terminate the lease. Lessee may exercise said option to terminate by notifying Lessor on or before the 31st day of December immediately following receipt of the notice of the proposed revision of the annual rental payment. Said termination shall become effective as of the commencement of the next rental period, i.e., January 1st. If Lessee does not exercise the option to terminate, the revision of the annual rental payment will become effective as of the commencement of the next rental period, i.e., January 1st.

4. PROPERTY TAXES: Lessee agrees that all taxes, charges, assessments and other impositions levied

upon the leased premises and the buildings, improvements and fixtures thereon shall be paid and discharged by Lessee when due and payable.

5. USE: The property shall be used by Lessee exclusively for a single family seasonal recreational dwelling. Lessee may not make or allow to be made any commercial use of the property, nor shall Lessee use the property (or permit the same to be used) as a principal place of residence.

6. ROADS: Lessee shall construct no roads on or to the premises without prior written approval of the Lessor. Nothing herein shall imply any duty or obligation upon Lessor to construct or maintain any roads, paths or trails to the leased premises. Lessor shall have no obligation to erect or maintain any roads or paths or otherwise to provide access to the premises.

7. ASSIGNMENT: Lessee shall not transfer, assign, sublet, mortgage or encumber this lease or the premises or any permanent improvements thereon (or any interest in any of the foregoing) except with the prior written consent of Lessor.

Lessee shall provide the Bureau of Public Lands with the details of any consideration for the transfer, assignment or subletting of the premises; any approval received from the Bureau of Public Lands shall be void if such approval is obtained without the providing of such information.

8. ALTERATION: Lessee may not install any structure or permanent improvement or make any addition or structural alteration to any structure or permanent improvement without the prior written consent of Lessor. Structures or permanent improvements shall include (without limitation) poured foundations, added rooms, septic systems, roads and the like.

9. CONDITIONS: Lessee shall comply with each and every condition set forth herein below, together with such other reasonable condition as lessor may, in its own discretion, add hereto by written notice to Lessee. Upon receipt of such notice, Lessee shall have the option to terminate the lease. Lessee may exercise that option to terminate by notifying the Lessor within 30 days after Lessor's notice of additional conditions. Said termination will become effective immediately upon Lessee's notice of termination. If Lessee does not exercise its right to terminate under this section, Lessor's additional conditions will be-

come effective 31 days after Lessor's notice of additional conditions.

A. Lessees shall not cultivate the soil (except for gardening for household, non-commercial use) and shall not cut or kill any living tree greater than four inches in diameter (four feet above the ground), except for construction of a structure or road permitted hereunder.

B. Lessee shall prevent all accelerated erosion of soils or sediment from the property into any waters, shall use no chemical defoliant, brush killers or residual pesticides on the property and shall keep no poultry or livestock on the property.

C. Lessee shall maintain the property (including improvements thereon) in a good, neat and clean condition (reasonable wear and tear to improvements and damage from unavoidable casualty excepted). No trash or solid waste shall be permitted to accumulate on the property and no incinerator shall be permitted thereon.

D. Each chimney shall be equipped with a screen of one-quarter (1/4) inch mesh or smaller. Overhanging branches or foliage within three (3) feet horizontally or ten (10) feet vertically from the top of any chimney or stove pipe shall be removed.

E. Lessee shall not close or otherwise restrict access along any road or right-of-way without the prior written consent of Lessor. Lessor shall have the right (but not the obligation) to use, plow, build and rebuild any roads on or across any part of the public reserved land.

F. Lessee shall not permit any nuisance upon the property nor any activity that pollutes or is likely to pollute any waters. Lessee shall not engage in conduct which unreasonably impairs the use and enjoyment of the public reserved land by other camplot Lessees or members of the public.

G. This lease is subject to the right of Lessor and others to flow the premises to the extent lawfully permitted. Lessee shall have no recourse or claim against Lessor for any damage to Lessee's property caused by said flowage.

H. Lessor, its employees and agents shall have the right to go onto and pass over the premises for any reasonable purpose, including inspection of the leased premises, during reasonable hours and shall

have the right to make such use of the premises as shall not unreasonably interfere with the use and enjoyment thereof by Lessee. Corner posts and lot lines indicating lot boundaries shall not be disturbed in any way.

I. If the property is or becomes accessible by automobile, Lessee shall forward plans for parking facilities to Lessor for approval. At no time shall parked cars obstruct any road open to travel.

J. Lessee shall be liable to Lessor for loss and expenses incurred by Lessor by reason of Lessee's failure to comply with the present or future conditions of this lease.

K. The Lessee should construct and maintain a pit privy not closer than 100 feet from a permanent body of water; an additional 40 feet from any downhill slope steeper than 33%. If the Lessee cannot comply with these rules because the lot is too small then the Bureau will assist the Lessee in finding a solution to the correction of this problem. Guidelines that the Lessee should follow are those of the State Plumbing Code Subsurface Waste Water Disposal Regulations and Land Use Regulation Commission.

10. INDEMNITY: Lessee agrees to indemnify and hold the Lessor harmless from and against any and all manner of claims, suits, actions and expenses made or brought against Lessor or incurred by Lessor and arising, in part or in whole, out of the use or occupancy of the property by Lessee, or Lessee's agents or invitees, including, without limitation, any injury to person or property or loss of life sustained on the premises or in or about any structures thereon.

11. SURRENDER: Upon termination of this lease for any reason, Lessee shall deliver the premises to Lessor peaceably, without demand, and in reasonably good condition clear of trash and debris. If such trash, and debris is not removed within 30 days of the termination of this lease, the Lessor shall thereafter have the right to remove it and to charge the Lessee with costs of such removal. Any personal property, fixture or structure on the property belonging to Lessee may be removed by Lessee and shall be removed promptly if requested by Lessor. If the Lessee fails to remove such, the personal property, fixture, or structure shall be deemed the property of the State 90 days after the Lessor's request for removal. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at suffrance.

12. DEFAULT: The following events shall be deemed to be events of default hereunder: (A) Lessee shall fail to pay when due any rent payable thereunder; (B) Lessee shall fail to comply with any other provision of this lease and shall not cure such failure of compliance within 30 days after notice thereof to Lessee, or if such failure of compliance cannot be cured within 30 days, if Lessee shall not promptly and diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits; (C) Lessee shall be adjudged bankrupt or become insolvent; (D) Lessee shall abandon the leased premises. Upon the occurrence of any such event of default, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, cancel this lease without notice or demand to Lessee and enter and take possession of the leased premises. Lessee shall be liable to Lessor for loss and expenses, including reasonable attorneys fees, incurred by reason of such termination hereof.

13. MISCELLANEOUS: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this lease, shall be deemed a waiver of or consent to any subsequent breach of the same or any other provision. Lessee may not, without Lessor's prior written consent, file this lease or record, or cause or permit the same to be filed of record. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities, having jurisdiction over the premises. This lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties. The word "Lessee" as used herein shall include his respective heirs, and the words 'he', 'his', and 'him' where applicable shall apply to the Lessee regardless of sex. If more than one party signs as Lessee hereunder, the covenants, conditions, and agreements herein of the Lessee shall be the joint and several obligations of each such party.

14. FIRE, OTHER CASUALTY: If the principal building located on the leased premises, or any substantial part thereof, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the

option of either party by 30 days notice to the other.

15. Notice: Any notice required or permitted under this lease shall be deemed to have been given when actually delivered or when deposited in the United States mail, first-class postage prepaid, addressed as follows: To the Lessor: Bureau of Public Lands, State Office Building, Station #22, Augusta, Maine 04333, ATTN: Camp Leasing Division. To the Lessee: at the address given by the Lessee below or at such other address as Lessee may have theretofore specified by written notice actually received and placed on record with Lessor.

IN WITNESS WHEREOF the parties have executed this lease as of the day and year first above written.

Lessee: _____ Lessor: State of Maine
(sign name) Department of Conservation
Bureau of Public Lands

Lessee's name and address:

(print name) By: _____
Director

21080-P.1.R-O-W.1
EXHIBIT D

PUBLIC RESERVED LAND

Right of Way

KNOW ALL MEN BY THESE PRESENTS, that the Director of the Bureau of Public Lands, Maine Department of Conservation, (hereinafter, the "Grantor") by virtue of the authority in him vested by law does hereby grant to Central Maine Power Co. (hereafter, the Grantee) a right of way not to exceed 15 feet in width across the following described tracts of land in Elliottsville Plantation, Piscataquis, viz: the Public Reserved Land in said Plantation more particularly described by Map A, a copy of which is attached hereto and hereby incorporated by reference into this permit. Upon the following terms and conditions, viz:

A. TERM. This permit shall become effective on the June 1, 1976 and shall terminate on the December 31, 2001 and no later.

B. CONSIDERATION. This grant is made and accepted for and in consideration of the sum of \$1.00, payable on the effective date of this grant, and in addition, the Grantee shall pay as stumpage for all timber to be cut, let it be cut by whom it may, the following prices:

<u>Species</u>	<u>per MBF, mill scale</u>
All	\$19.92 total

The same to be paid on or before the first day of each month after the trees are cut.

C. RESTRICTION. Grantee shall comply with all terms and conditions imposed by any regulatory agency of the State of Maine or the United States, if any there may be now or hereafter, in the construction or maintenance of any improvements on the premises.

D. TAXES. Grantee shall be responsible for and pay any and all taxes due to the State of Maine or any of its political subdivisions, now or hereafter imposed, in connection with any rights created herein.

E. ASSIGNMENT. Grantee may not assign, without prior written approval of the Grantor, the rights created herein.

F. OWNERSHIP. The Grantor reserves and retains full and complete ownership and control of all wood which shall be cut on the right of way until all sums due pursuant to section B are fully paid. Upon the expiration of this permit, full and complete ownership, control and title of all fixtures and improvements upon the said premises shall vest in the Grantor. Grantee may not cut or remove any growth except within the right of way.

G. CONSTRUCTION. All improvements and alterations to the right of way shall be done in a first class, workmanlike manner and erosion and sedimentation shall be prevented by Grantee at Grantee's expense. Grantee shall, at its expense, construct water bars, culverts and bridges at places and in a manner designated by Grantor.

H. INDEMNITY. Grantee shall indemnify and hold Grantor harmless from and against any and all manner of claims, suits, cause of action, expenses or damages incurred by Grantor as a result of Grantee's use or occupancy, or alleged use or occupancy of the premises subject to this right of way.

I. LITTER. Grantee shall keep the premises subject to this right of way, and the nearby area on either side of this right of way, free and clear of trash, junk litter, refuse or any manner of waste material.

J. NON-EXCLUSIVE USE. Grantor reserves for itself, its agents, employees and its lessees the right to use, cross and recross the premises subject to this right of way, provided only that in the case of Grantor's lessees, Grantor shall impose contractually upon said lessees the obligation to share equitably in the maintenance of said right of way to the extent of said lessee's vehicular use thereof and provided further that Grantor reserves the right directly or indirectly to make any use of the premises subject to this right of way which use does not unreasonably interfere with Grantee's continued use thereof.

K. TERMINATION. In the event Grantee shall fail to pay the consideration (including stumpage) as the same is due hereunder or in the event Grantee shall fail to comply with any term or condition hereof and such failure shall continue for seven days after notice thereof to Grantee, then Grantor may terminate this right of way immediately without further notice to Grantee. In addition, Grantor may terminate this lease upon 60 days advance notice to Grantee in the event Grantor determines that another public use, incompatible with the existence of the right of way

granted hereunder, shall be made of the premises subject to this right of way.

L. NOTICE. Any notice permitted or required hereunder shall be deemed delivered when deposited in the United States Mail, first class postage prepaid, addressed to Grantor, c/o the Department of Conservation, State House, Augusta, Maine 04333, Attention: Leasing Division, or to Grantee at the address specified hereinbelow, or at such other address for Grantee as may be properly on file with Grantor prior to the giving of such notice.

M. MISCELLANEOUS. Nothing in this permit shall be construed to impose upon Grantor any character of obligation to maintain or plow the premises subject to this right of way. Grantee may not lock, chain off, close, block or otherwise obstruct the right of way without Grantor's prior written consent. Grantee may make no use of the premises subject to this right of way except as expressly permitted hereby. This agreement contains the entire agreement of the parties and may not be altered or amended except in writing.

N. Grantee shall apply no herbicide to any wetland portion of the right of way. Grantee, by signing hereinbelow, accepts and agrees to the terms hereof.

Dated June 1, 1976.

Grantee:

Grantor:

_____ DEPARTMENT OF CONSERVATION
Bureau of Public Lands

Grantee's address: By _____, Director

Bureau of Public Lands
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Elliottsville Plantation - Lot No. 4

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Richard Thomas of Guilford, Maine (Grantee), in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

(1) The State of Maine shall convey all of its right, title and interest in and to a parcel of Public Reserved Land, consisting of 64 acres + / -, located in Elliottsville Plantation and designated as Lot #4 on the attached map (Exhibit A).

(2) The State will convey this property by quit-claim deed.

(3) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale and conveyance (120 days following adjournment).

(4) At closing, the Grantee shall pay to the State the sum of \$11,000, as reflected in his bid of December 3, 1984, less 10 percent (\$1,100) of the purchase price, said 10 percent to be an earnest payment due upon execution of this Agreement.

(5) The Grantee shall have until January 10, 1985, to sign and return copies of this agreement accompanied by payment of 10 percent of the purchase price, as described in Paragraph (4) above. Thereafter, he shall have until January 31, 1985, to show evidence that he has secured financing for the remainder of the purchase price. In the event that the grantee fails to fulfill either of these provisions, this Agreement shall terminate.

(6) If, for any reason other than that stated in paragraph 5 above, the grantee shall fail to meet the terms of this Agreement or shall fail to close this transaction, the State shall retain the 10 percent earnest payment and proceed, at its discretion, to consummate the sale with any other party.

(7) The State's conveyance shall be subject to the following reservations and exceptions:

The grantee hereby acknowledges that the Ap-
palachian Trail may be relocated in Lot #4
and agrees to sell, at appraised value, such
land as may be necessary for this purpose to
the National Park Service (proposed location
is reflected in Exhibit B).

(8) The Grantee hereby acknowledges that he has
had an opportunity to inspect the property or has
voluntarily waived such opportunity and that he un-
derstands and accepts the terms of sale as repre-
sented herein.

(9) The parties hereby acknowledge that Legisla-
tive authority is necessary to permit the terms here-
of to be performed by the State of Maine, and that
this Agreement, therefore, is made contingent upon
the granting of such authority. In the event that the
present regular session of the Legislature does not
approve the legislation authorizing this sale, this
Agreement shall terminate on the date of adjournment
and the 10% payment shall be returned to the Grantee,
unless otherwise agreed by the parties.

(10) ENTIRE AGREEMENT. This document constitutes
the entire agreement between the parties; all amend-
ments shall be in writing and executed by the parties
hereto.

FOR THE STATE:

FOR THE GRANTEE:

Robert H. Gardiner, Jr.-DATE
Director
Bureau of Public Lands

Richard Thomas-DATE
RFD 2 - Box 67
Guilford, Me. 04443

ACKNOWLEDGED:

ACKNOWLEDGED:

_____-DATE

_____-DATE

Bureau of Public Lands
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Elliottsville Plantation - Lot No. 2

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Richard Thomas of Guilford, Maine (Grantee); in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

(1) The State of Maine shall convey all of its right, title and interest in and to a parcel of Public Reserved Land, consisting of 168 acres + / -, located in Elliottsville Plantation and designated as Lot #2 on the attached map (Exhibit A).

(2) The State will convey this property by quit-claim deed.

(3) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale and conveyance (120 days following adjournment).

(4) At closing, the Grantee shall pay to the State the sum of \$32,000 as reflected in his bid of December 3, 1984, less 10 percent (\$3,200) of the purchase price, said 10 percent to be an earnest payment due upon execution of this Agreement.

(5) The Grantee shall have until January 10, 1985, to sign and return copies of this agreement accompanied by payment of 10 percent of the purchase price, as described in Paragraph (4) above. Thereafter, he shall have until January 31, 1985, to show evidence that he has secured financing for the remainder of the purchase price. In the event that the grantee fails to fulfill either of these provisions, this Agreement shall terminate.

(6) If, for any reason other than that stated in paragraph 5 above, the grantee shall fail to meet the terms of this Agreement or shall fail to close this transaction, the State shall retain the 10 percent earnest payment and proceed, at its discretion, to consummate the sale with any other party.

(7) The State's conveyance shall be subject to the following reservations and exceptions:

The grantee hereby acknowledges that the Appalachian Trail traverses Lot #2, the public use of which may not be unreasonably obstructed (Exhibit B). The grantee further acknowledges that the National Park Service is currently negotiating with landowners to relocate and purchase portions of the Appalachian Trail and hereby agrees to sell to the Park Service, at appraised value, such land as falls within the current trail corridor or as may be identified for purposes of trail relocation.

(8) The Grantee hereby acknowledges that he has had an opportunity to inspect the property or has voluntarily waived such opportunity and that he understands and accepts the terms of sale as represented herein.

(9) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State of Maine, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the present regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of adjournment and the 10% payment shall be returned to the Grantee, unless otherwise agreed by the parties.

(10) ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

FOR THE GRANTEE:

Robert H. Gardiner, Jr.-DATE
Director
Bureau of Public Lands

Richard Thomas-DATE
RFD 2 - Box 67
Guilford, Me. 04443

ACKNOWLEDGED:

ACKNOWLEDGED:

_____-DATE

_____-DATE

Bureau of Public Lands
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Elliottsville Plantation - Lot No. 3

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Prentiss & Carlisle, Inc. of Bangor, Maine (Grantee), in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

(1) The State of Maine shall convey all of its right, title and interest in and to a parcel of Public Reserved Land, consisting of 125 acres + / -, located in Elliottsville Plantation and designated as Lot #3 on the attached map (Exhibit A).

(2) The State will convey this property by quit-claim deed.

(3) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale and conveyance (120 days following adjournment).

(4) At closing, the Grantee shall pay to the State the sum of \$30,250, as reflected in his bid of December 3, 1984, less 10 percent (\$3,025) of the purchase price, said 10 percent to be an earnest payment due upon execution of this Agreement.

(5) The Grantee shall have until January 10, 1985, to sign and return copies of this agreement accompanied by payment of 10 percent of the purchase price, as described in Paragraph (4) above. Thereafter, he shall have until January 31, 1985, to show evidence that he has secured financing for the remainder of the purchase price. In the event that the grantee fails to fulfill either of these provisions, this Agreement shall terminate.

(6) If, for any reason other than that stated in paragraph 5 above, the grantee shall fail to meet the terms of this Agreement or shall fail to close this transaction, the State shall retain the 10 percent earnest payment and proceed, at its discretion, to consummate the sale with any other party.

(7) The State's conveyance shall be subject to the following reservations and exceptions:

- a. An easement on the existing road through Lot #3 is hereby granted to Old Winterport Corporation, its guests and assigns, for such purposes as may be deemed necessary in the conduct of various forest management and related activities (Exhibits B & D).
- b. The grantee hereby acknowledges that the Appalachian Trail may be relocated in Lot #3 and agrees to sell, at appraised value, such land as may be necessary for this purpose to the National Park Service (proposed location is reflected in Exhibit C).

(8) The Grantee hereby acknowledges that he has had an opportunity to inspect the property or has voluntarily waived such opportunity and that he understands and accepts the terms of sale as represented herein.

(9) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State of Maine, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the present regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of adjournment and the 10% payment shall be returned to the Grantee, unless otherwise agreed by the parties.

(10) ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

FOR THE GRANTEE:

 Robert H. Gardiner, Jr.-DATE
 Director
 Bureau of Public Lands

 David Carlisle-DATE
 President
 Prentiss & Carlisle, Inc.

ACKNOWLEDGED:

ACKNOWLEDGED:

_____-DATE

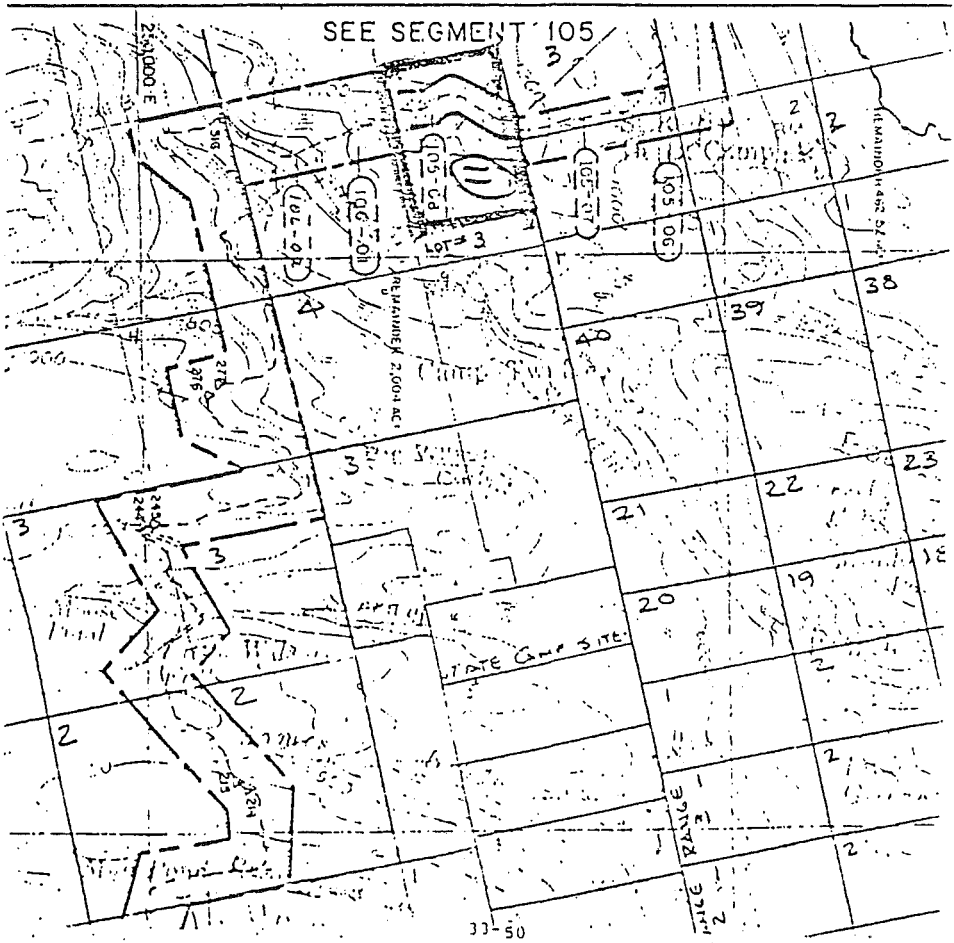
_____-DATE

(11) In the event the Grantor cannot provide good and sufficient title, the grantee is not obligated to purchase and the \$3,025 deposit is refundable.

DMC

RHG, Jr.

EXHIBIT C



PUBLIC RESERVED LAND

EXHIBIT D

Right of Way

KNOW ALL MEN BY THESE PRESENTS, that the Director of the Bureau of Public Lands, Maine Department of Conservation, (hereinafter, the "Grantor") by virtue of the authority in him vested by law does hereby grant to the Old Winterport AG (hereafter, the Grantee) a right of way not to exceed 40 feet in width across the following described tracts of land in Elliottsville Plantation, Piscataquis County Public Lot Number 3 (See Exhibit 1) upon the following terms and conditions, Viz:

A. TERM. This permit shall become effective on the November 2, 1981 and shall terminate on the November 2, 2006 and no later.

B. CONSIDERATION. This grant is made and accepted for and in consideration of the sum of one dollar, payable on the effective date of this grant, and in addition, the Grantee shall pay as stumpage for all timber to be cut, let it be cut by whom it may, the following prices:

<u>Species</u>	<u>Per MBF, mill scale</u>	<u>Per cord, ^{ton/} mill scale</u>
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See attached sheet Exhibit 2

C. RESTRICTION. Grantee shall comply with all terms and conditions imposed by any regulatory agency of the State of Maine or the United States, if any there may be now or hereafter, in the construction or maintenance of any improvements on the premises.

D. TAXES. Grantee shall be responsible for and pay any and all taxes due to the State of Maine or any of its political subdivisions, now or hereafter imposed, in connection with any rights created herein.

E. ASSIGNMENT. Grantee may not assign, without the prior written approval of the Grantor the rights created herein.

F. OWNERSHIP. The Grantor reserves and retains full and complete ownership and control of all wood which shall be cut on the right of way until all sums due pursuant Section B are fully paid. Upon the expiration of this permit, full and complete ownership, control and title of all fixtures and improvements upon the said premises shall vest in the Grantor.

Grantee may not cut or remove any growth except within the right of way.

G. CONSTRUCTION. All improvements and alterations to the right of way shall be done in a first class, workmanlike manner and erosion and sedimentation shall be prevented by Grantee at Grantee's expense. Grantee shall, at its expense, construct water bars, culverts and bridges at places and in a manner designated by Grantor.

H. INDEMNITY. Grantee shall indemnify and hold Grantor harmless from and against any and all manner of claims, suits, cause of action, expenses or damages incurred by Grantor as a result of Grantee's use or occupancy, or alleged use or occupancy of the premises subject to this right of way.

I. LITTER. Grantee shall keep the premises subject to this right of way, and the nearby area on either side of this right of way, free and clear of trash, junk litter, refuse or any manner of waste material.

J. NON-EXCLUSIVE USE. Grantor reserves for itself, its agents, employees and its lessees the right to use, cross and recross the premises subject to this right of way, provided only that in the case of Grantor's lessees, Grantor shall impose contractually upon said lessees the obligation to share equitably in the maintenance of said right of way to the extent of said lessee's vehicular use thereof and provided further that Grantor reserves the right directly or indirectly to make any use of the premises subject to this right of way which use does not unreasonably interfere with Grantee's continued use thereof.

K. TERMINATION. In the event Grantee shall fail to pay the consideration (including stumpage) as the same is due hereunder or in the event Grantee shall fail to comply with any term or condition hereof and such failure shall continue for seven days after notice thereof to Grantee, then Grantor may terminate this right of way immediately without further notice to Grantee. In addition, Grantor may terminate this lease upon 60 days advance notice to Grantee in the event Grantor determines that another public use, incompatible with the existence of the right of way granted hereunder, shall be made of the premises subject to this right of way.

L. NOTICE. Any notice permitted or required hereunder shall be deemed delivered when deposited in the United States Mail, first class postage prepaid, addressed to Grantor, c/o the Department of Conserva-

Elliottsville Plantation
Old Winterport AG Right-of-Way

RIDER A

1. Grantee in return grants to Grantor right-of-way for itself, its agents, employees, and lessees to cross and recross and to haul timber and equipment on the road from the public way to the Public Lot line across land of Grantee. Said road being delineated in red on map, Exhibit 1, attached hereto and made a part of this agreement.
2. Each party retains the right to temporarily close that portion of road which lies on its own land during periods of extremely wet weather or high fire danger.
3. Grantor further agrees that during any harvest activities on the Public Lot by it, its agent, or employees, the Grantor will share equitably with the Grantee maintenance responsibilities on the entire length of road from the public way through the Public Lot.

Effective September 19, 1985.

CHAPTER 39

H.P. 1103 - L.D. 1611

Resolve, Authorizing the Somerset County
Commissioners to Expend \$130,000 from
the General Fund for the Purpose
of Making Modifications to the
Somerset County Jail to Increase the
Jails Rated Capacity.

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 Somerset County budget for the calendar year 1985 has been enacted by the Legislature and signed by the Governor; and