

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)

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

Whereas, that resolve failed to include an authorization for the expenditure of revenue generated by the boarding inmates to make modifications to the Somerset County jail; and

Whereas, unless that authorization is given, the county commissioners will be unable to make modifications to the jail facility to increase capacity; and

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

Authorization; expenditure for jail modification. Resolved: That notwithstanding the Maine Revised Statutes, Title 30, section 404, the Somerset County Commissioners are authorized to expend a sum not to exceed \$130,000 from the General Fund in the year 1986 to make necessary modifications to the Somerset County jail to increase the jails rated inmate capacity; and be it further

Resolved: That any preliminary expenses incurred in 1985 may be paid from the contingent account.

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

Effective June 15, 1985.

CHAPTER 40

H.P. 1060 - L.D. 1546

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

Director of Bureau of Public Lands; authorized to consummate exchange or sale of certain public reserved lands, as contemplated in agreements contained in Sections I to IV. Resolved: That 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. Further, all money received from the sale of those lands, as described below, shall be de-

posited in a public reserved lands acquisition account and shall be used to purchase additional land to be incorporated in and be invested with the trust status of the public reserved lands system. Notwithstanding any provisions of the attached agreements, the State shall not convey any land or interest in the land which comprises a public road or a great pond. The State also releases and covenants not to sue the parties to the transactions authorized in Section I, as provided in exhibits to agreements attached.

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

In addition to settling potential claims related to Cushing v. State of Maine, 1981, this resolve serves to designate all state land under the administration of the Bureau of Public Lands in Township 18 MD as public reserved land.

SECTION I

AGREEMENT

This Agreement made as of the 22nd day of March, 1985, by and among 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"), Irving Pulp & Paper, Limited (formerly Saint John Sulphite, Limited), a New Brunswick corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("Irving Pulp"), J. D. Irving, Limited, a New Brunswick corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("JDIL"), Produits Forestiers D'Auteuil Limitee (formerly the D'Auteuil Lumber Company Limited), a Canadian corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("D'Auteuil") and Van Buren-Madawaska Corporation, a Maine corporation with a place of business at Route 3, Fort Kent, Maine ("Van Buren"), said Irving Pulp, JDIL, D'Auteuil and Van Buren being hereinafter collectively referred to as ("Irving").

For good and valuable consideration for which re-

ceipt is acknowledged by each party, the parties hereto agree as follows:

1. Irving shall convey or cause to be conveyed to the State all of its or its affiliates' right, title and interest in the property described in Exhibit A attached hereto and incorporated herein.
2. State shall (a) convey to Irving Pulp all of the State's right, title and interest in the property described in Exhibit B attached hereto and incorporated herein and (b) deliver to each of Irving Pulp, JDIL, D'Auteuil and Van Buren, respectively, a separate Release and Covenant Not to Sue in the form set forth in Exhibits C, D, E and F attached hereto and incorporated herein.
3. Lands described in Exhibit A and B are collectively and singly referred to in this Agreement as the "Lands."
4. The respective deeds contemplated by this Agreement shall include (i) a reservation to the grantor, and its successors or assigns, of the limited right to cross and recross the lands conveyed by the grantor from proximal, adjacent, and contiguous parcels owned by grantor, now or in the future and in whole or in part, for purposes reasonably related to grantor's proximal, adjacent and contiguous parcels and necessary to grantor's land management, commercial forestry, recreational and similar activities thereon provided that such right shall not unreasonably interfere with grantee's use of the land conveyed to it and (ii) a grant to the grantee of the limited right to cross and recross the proximal, adjacent and contiguous lands of the grantor for reasonably required or necessary access to the conveyed Lands for purposes of land management, commercial forestry and recreational activities on grantee's land provided that such right shall not unreasonably interfere with grantor's use of its lands. The burdened party shall not be required to make any expenditure of time, money or effort with respect to the existence, use or maintenance of these limited rights.
5. 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 of the Lands are exchanged, hereinafter referred to as the "Closing Date," which shall be within sixty (60) days following the effective date of legislation authorizing the exchange of Lands upon the terms contained in this Agreement. In

the event that the State does not enact legislation authorizing this exchange of Lands by July 1, 1985, this Agreement shall terminate on that date, unless the term of this Agreement is extended by the mutual agreement of the parties.

6. 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.

7. 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 an amount equal to the sum of the net amounts received by the grantor for all timber cut and sand and gravel removed from the Lands of the grantor on or after January 1, 1985, it being intended that the net amounts will be representative of the fair market value of the items removed.

8. 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.

9. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct with respect to the Land it will receive pursuant to this Agreement. In the event of title objections, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date. The party receiving the notice (i.e. the grantor) 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. In the event of a major title defect which renders any parcel of the Land in question unsuitable or unavailable for commercial forestry purposes and recreational purposes by the grantee (and which can not be resolved by the expenditure of \$1,000), the grantor shall convey land of similar value and character acceptable to grantee in substitution for said parcel or an adjustment by other appropriate means shall be made. Title defects or objections shall not include minor or short term rights-of-way, easements or leases, which do not materially interfere with the

use of the property for commercial forestry purposes or recreational purposes.

10. Property taxes for the current or prior tax years and excise taxes for 1985 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

11. 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 the other party pursuant to the preceding sentence, the party receiving any such amounts shall promptly remit them to the other party.

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

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 the Closing Date 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. With respect to any leases existing on the Lands, the respective grantee of the Land shall be entitled to all benefits accruing after the Closing Date and shall assume all obligations and hold the grantor harmless from any claims and obligations arising out of the period commencing after the Closing Date; and the respective grantor of the Land shall be entitled to all benefits accruing on or prior to the Closing Date and shall hold the grantee harmless from any claims and obligations arising out of the period commencing after the Closing Date.

15. At the closing on the Closing Date, the State shall deliver a separate Release and Covenant Not to Sue to each of Irving Pulp, JDIL, D'Auteuil and Van Buren, respectively, in the form set forth in Exhibits C, D, E and F attached hereto and incorporated herein.

16. The parties hereto are aware that legislative authority is necessary to permit the terms hereof to be agreed to by the State and that this Agreement is therefore contingent upon the granting of such authorization.

17. Any notice with respect to this Agreement shall be deemed to be given and received with respect to personal delivery on the day delivered, with respect to telex on the day sent and with respect to registered mail on the day received. Notices shall reference this Agreement and shall be sent to:

with respect to the State,

Paul Stern, Esq.
Assistant Attorney General
State House
Augusta, Maine 04333
Telex:
Phone: 207-289-3015

with respect to Irving Pulp, JDIL, D'Auteuil or
Van Buren,

J. K. Irving, President
J. D. Irving Limited
284 Union Street
P. O. Box 5777
Saint John, New Brunswick
Canada E2L 4M3
Telex: 014-47466 J D IRVING SNB
Phone: 506-632-7777

An additional copy of any such notice so given shall be sent by regular mail.

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

IN WITNESS WHEREOF, each of the respective parties hereto has duly authorized and caused its duly authorized representative(s) to sign, seal and deliver this Agreement on its behalf as of the date and year first above written.

WITNESS

STATE OF MAINE

.....

By.....
Its Commissioner of
Conservation

WITNESS IRVING PULP & PAPER, LIMITED
(formerly Saint John
Sulphite, Limited)

..... By.....
J. K. Irving, President

By.....

WITNESS J. D. IRVING, LIMITED

..... By.....
J. K. Irving, President

By.....

WITNESS PRODUITS FORESTIERS
D'AUTEUIL LIMITEE (formerly
The D'Auteuil Lumber
Company Limited)

..... By.....
J. K. Irving, President

By.....

WITNESS VAN BUREN-MADAWASKA
CORPORATION

..... By.....
J. K. Irving, President

By.....

EXHIBIT A

IRVING TO STATE

<u>Township</u>	<u>Acres</u>
16 R 5 WELS	5,342 L
10 R 4 WELS	353 NE/4 U
Long Pond	4,200 L
Moose River	280 L
Jackman	6,420 L
7 R 12 WELS	81 U
TOTAL	16,676

In addition, any and all of Irving's right, title and interest in the so-called Public Lots of the State, including timber and grass rights, except for those listed in Exhibit B of this Agreement and except for the following:

<u>Township</u>	<u>% of P. L.</u>	<u>Acres</u>
T20 R11 + R12	.0294972	37.00
T18 R10	.0026042	3.00
T18 R11	.0034722	3.00
T18 R12	.0277778	20.00
T17 R12	.0636798	64.00
T17 R13	.0636798	64.00
T17 R14	.1254583	110.00

all of which were transferred from the State to J. M. Huber Corporation by deed dated November 15, 1976 recorded in the Aroostook County Registry of Deeds, Northern District in Vol. 445, page 230, Southern District in Vol. 267, page 217.

EXHIBIT B

STATE TO IRVING

<u>Township</u>	<u>Acres</u>
Big 20	1,250 L
19 R 11 WELS	1,125 L
15 R 13 WELS	980 L
16 R 4 WELS	24 L
14 R 14 WELS	475 E/2 L
	475 W/2 U
18 R 13 WELS	980 L
18 R 12 WELS	692 SW/4 L
	250 SE/4 U
18 R 11 WELS	997 L

17 R 14 WELS	765 U
17 R 13 WELS	936 U
17 R 12 WELS	936 U
15 R 14 WELS	798 L
14 R 15 WELS	649 L
TOTAL	11,332

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 IRVING PULP & PAPER, LIMITED (formerly Saint John Sulphite, Limited), a New Brunswick corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("Irving Pulp") and its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Irving Pulp 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 "Irving") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Irving, 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 Irving may be found to be responsible.

State hereby covenants not to sue Irving 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 Irving, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

..... By.....
Commissioner of
Conservation

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 J. D. IRVING, LIMITED, a New Brunswick corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("JDIL") and its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which JDIL 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 "Irving") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Irving, 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 Irving may be found to be responsible.

State hereby covenants not to sue Irving 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 Irving, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

.....

By.....
Commissioner of
Conservation

EXHIBIT E

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 PRODUITS FORESTIERS D'AUTEUIL LIMITEE, (formerly the D'Auteuil Lumber Company Limited), a Canadian corporation with a place of business at 284 Union Street, Saint John, New Brunswick, Canada ("D'Auteuil") and its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which D'Auteuil 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 "Irving") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Irving, 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 Irving may be found to be responsible.

State hereby covenants not to sue Irving 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 Irving, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

.....

By.....
Commissioner of
ConservationEXHIBIT FRELEASE 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 VAN BUREN-MADAWASKA CORPORATION, a Maine corporation with a place of business at Route 3, Fort Kent, Maine ("Van Buren") and its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Van Buren 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 "Irving") 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to Irving, 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 Irving may be found to be responsible.

State hereby covenants not to sue Irving 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 Irving, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

.....

By.....
Commissioner of
Conservation

AGREEMENT

This Agreement is made this 29th day of April, 1985, 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 Pejepscot Paper Division of The Hearst Corporation, a Delaware corporation, with a place of business in Topsham, Maine, hereinafter referred to as "Pejepscot".

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

1. Pejepscot agrees to convey to the State (a) all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; and (b) 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, beginning at a point on the south line of T-18 MD, 145 chains east of the southwest corner of said township, marked by a granite marker on the west side of Pineo Ridge Road; thence 45 chains more or less northwesterly on said road; thence 65 chains more or less westerly on said road; thence 70 chains more or less in a northerly direction on said road; thence 150 chains more or less in a northerly direction on said road, to a point where said Pineo Ridge Road crosses Bog Stream.

2. State agrees (a) to convey to Pejepscot all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Pejepscot 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 Pejepscot. In the event that the State does not enact legislation authorizing this exchange of Lands by July 1, 1985, or if Pejepscot 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 January 1, 1985.

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. 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 Pejepscot is to be unlocated but to lie within that part or share of the township owned by Pejepscot 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, any additional Public Lot acreage in that part or share of the respective township owned by Pejepscot 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 Pejepscot.

9. 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 purposes and recreational purposes.

10. Property taxes for the current or prior tax years and excise taxes for 1985 for fire protection

assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

11. 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 receiving any such amounts shall promptly remit them to the other party.

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

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. 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.

15. 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.

16. The parties hereto are aware that legisla-

tive authority is necessary to permit the terms hereof to be agreed to by the State; that the final approval of Pejepscot 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.

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

18. 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

By: _____

Its Commissioner of
Conservation

PRINT OR TYPE NAME
ASSIGNED:

By: _____
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME
ASSIGNED:

PEJEPSCOT PAPER DIVISION
OF THE HEARST CORPORATION

By: _____
Its

EXHIBIT A

PEJEPCOT TO STATE

<u>TRACT</u>	<u>ACRES</u>
18MD	2,662

In addition, any and all of Pejepscot'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 excepting and reserving any State Lots, so called, being those public lots and lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

EXHIBIT B

STATE TO PEJEPCOT

<u>TRACT</u>	<u>ACRES</u>
1. 18 MD	832
2. 25 MD	960
Total	1,792

EXHIBIT B CONTINUED

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 PEJEPCOT PAPER DIVISION OF THE HEARST CORPORATION, a

Delaware corporation, with a place of business in Topsham, Maine, its successors and assigns, subsidiaries and affiliates, lessees, contractors and all other entities with which Pejepscot 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 "Pejepscot") 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), 1985 (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 Pejepscot, 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 Pejepscot may be found to be responsible.

State hereby covenants not to sue Pejepscot 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 Pejepscot, 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 care-

fully read the foregoing Release and knows the contents thereof and executes the same, pursuant to the authority granted to the undersigned by Chapter _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

Commissioner of Conservation

AGREEMENT

This Agreement is made this _____ day of _____, 1985, 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 Louis O. Hilton with a place of business at Greenville, Maine, hereinafter referred to as "Hilton".

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

1. Hilton agrees to convey to the State all of his right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; except that Hilton shall except and reserve to himself, his successors and assigns, the non-exclusive right (a) to lay out, use, develop, maintain, improve and replace roads and bridges at a location determined by Hilton with consent of the State, such consent not to be unreasonably withheld, across the property described in Exhibit A to the Hilton land in the northeast corner of Sandy Bay Township; and (b) to use, maintain, improve and replace the roads and bridges on the so-called Sandy Bay Farm Road, also known as Kelly Dam Road, which runs along the property described in Exhibit A on the south and southeast side, subject to Hilton's obligation to pay or share reasonable management cost for said Sandy Bay Road for such periods as it uses said road.

2. State agrees (a) to convey to Hilton all of

its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein; and (b) to deliver to Hilton 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 Hilton. In the event that the State does not enact legislation authorizing this exchange of Lands by July 1, 1985, or if Hilton 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, upon prior approval from the respective grantee. 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 January 1, 1985.

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. 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 Hilton is to be unlocated but to lie within that part or share of the township owned by Hilton 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 Hilton on the Closing Date immediately after Closing. If it is determined that there is any such unlocated public lot acreage, 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 Hilton.

9. 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 purposes and recreational purposes.

10. Property taxes for the current or prior tax years and excise taxes for 1985 for fire protection assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

11. 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.

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

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. 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.

15. 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.

16. 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 Hilton 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 he has authority to execute this Agreement and to carry out the transactions provided herein.

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

18. 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

By: _____

Its Commissioner of
Conservation

PRINT OR TYPE NAME AS
SIGNED

By: _____

Its Director, Bureau
of Public Lands

PRINT OR TYPE NAME AS
SIGNED

Louis O. Hilton

EXHIBIT A

HILTON TO STATE

TRACT

ACRES

Parcel in Sandy Bay Township identified in Exhibit A-1, including Sandy Bay Farm Road, also known as Kelly Dam Road, which runs along the property described in Exhibit A-1 on the south and south-east side.

2,700

In addition, any and all of Hilton's right, title and interest in the Public Lots of the State, including timber and grass rights, except those listed in Exhibit B hereto; and excepting and reserving any State Lots, so called, being those public lots and lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

EXHIBIT B

STATE TO HILTON

<u>TRACT</u>	<u>ACRES</u>
4R3 NBKP	1,000
5R3 NBKP (Sandy Bay Township)	960

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 Louis O. Hilton with a place of business at Greenville, Maine, his successors and assigns, affiliates, lessees, contractors and all other entities with which Louis O. Hilton 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 "Hilton") 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), 1985 (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 Hilton, 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 Hilton may be found to be responsible.

State hereby covenants not to sue Hilton 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 Hilton, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____
Commissioner of Conservation

AGREEMENT

This Agreement 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 Megantic Manufacturing Company, Inc., a Canadian corporation with a place of business in Lac-Megantic, Quebec, Canada, hereinafter referred to as "Megantic."

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 Megantic, all of the State's right, title and interest in and to three hundred and eighty-seven (387) acres, more or less, undivided and in common in and to Township 1, Range 9 WBKP (Gorham Gore), being the unlocated public lot therein; and five hundred (500) acres, more or less, undivided and in common in and to Township 2, Range 8 WBKP (Beattie Township), being the unlocated public lot in said township (hereinafter sometimes referred to as "Lands"). Excepting, however, the State's right, title or interest in any and all public roads or great ponds in, on or over said townships is excepted and reserved to the State.

2. That the price therefor shall be the sum of one hundred and fifty thousand seven hundred and ninety dollars (\$150,790.00), which Megantic hereby covenants and agrees to pay to the State, as follows:

(a) Fifty thousand seven hundred and ninety dollars (\$50,790.00) at the time of closing;

(b) Fifty thousand dollars (\$50,000.00) on or before one year from the date of closing; and

(c) Fifty thousand dollars (\$50,000.00) on or before two years from the date of closing.

Megantic hereby covenants and agrees to pay to the State interest on the outstanding balance of the purchase price, from the date of closing, at a rate equal to the Casco Northern Bank, N.A. prime rate. Said rate shall "float" with the Casco Northern rate and shall be adjusted to the nearest 1/8% every four months. Megantic may prepay the balance due without penalty.

3. That Megantic shall also pay to the State at closing the sum of thirteen thousand seven hundred

and one dollars and twenty-eight cents (\$13,701.28), said sum being a settlement of all claims that the State of Maine may have against Megantic or Megantic's lessees, contractors, agents, employees and all other entities with which Megantic 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 Megantic at closing a Release and Covenant Not to Sue in the form set forth in Exhibit A attached hereto.

4. That if Megantic shall first make the payments set forth in Paragraphs 2 and 3 above, and keep, observe and perform the covenants herein, the State covenants and agrees to convey to Megantic all the State's right, title or interest in and to the land described in Paragraph 1 above, by good and sufficient quitclaim deed. Should Megantic fail, neglect or refuse to carry out its obligations under this Agreement, the State shall be entitled to retain, as liquidated damages, one-half of all sums which it has received pursuant to Paragraph 2 of this Agreement.

5. 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.

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

7. That, at the closing, Megantic 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, contributions, 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 the date of closing.

8. That, at the closing, Megantic 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.

9. That, until the State conveys its right, title and interest to Megantic as provided in Paragraph 4 of this Agreement, the cutting of timber shall be limited so that the value of the timber which is cut in Gorham Gore and Beattie Township and which is allocable to the State's fractional interest in Gorham Gore and Beattie Township shall not exceed sums actually received by the State under Paragraph 2 of this Agreement. In any event, no cutting may occur without the prior written approval of the Director of the Bureau of Public Lands, which approval shall not be unreasonably withheld.

10. That the term of this Agreement shall be from the date of the last required signature on this Agreement 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. The covenants and agreements set forth in Paragraph 2, 4 and 9 of this Agreement shall survive the closing and shall continue in full force and effect.

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

12. Megantic shall be responsible, at its own expense, for such title examination as Megantic wishes to conduct. In the event of title objections, Megantic 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 Megantic shall pay all taxes assessed against the Lands, including all excise taxes and assessments.

14. That rental payments due on all leases, mineral leases or mineral exploration permits shall be prorated as of the date Megantic makes its final payment and the State conveys the Lands set forth in Paragraph 1. 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. If either

party received payment of any such amounts which, pursuant to the preceding provisions, are due the other party, the party receiving any amounts shall promptly remit them to the other.

15. That the State shall deliver full possession of its property to Megantic 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 this Agreement and the rights thereunder are fully assignable by Megantic at its option.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates and year below written.

DATE: _____

WITNESS:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS
SIGNED:

DATE: _____

WITNESS:

STATE OF MAINE

By: _____
Its Director, Bureau
of Public Lands

PRINT OR TYPE NAME AS
SIGNED:

DATE: January 23rd, 1985

WITNESS:

MEGANTIC MANUFACTURING
COMPANY, INC.JEAN CLICHE,By: _____
Its PresidentVice-President -
General ManagerPRINT OR TYPE NAME AS
SIGNED:PAUL E. CLICHERELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, the 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 political subdivisions of the State of Maine (hereinafter referred to as "the State") releases, acquits and forever discharges MEGANTIC MANUFACTURING COMPANY, INC., a Canadian corporation, with a place of business in _____, _____, its successors and assigns, subsidiaries and affiliates, tenants in common, lessees, contractors, and all other entities with which they 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 "Megantic") 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 claim whatsoever under whatever theory which the State now has or which may hereafter accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of gravel, sand 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 and will suffer allocable to Megantic, 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 Megantic may be found to be responsible.

State hereby covenants not to sue Megantic 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 Megantic, 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 Resolves 1985, c. _____.

Dated this _____ day of _____, 1984.

WITNESS:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

Richard B. Anderson
Typed Name

JAMES E. TIERNEY
ATTORNEY GENERAL

STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
STATE HOUSE STATION 6
AUGUSTA, MAINE 04333

January 21, 1985

William L. Plouffe, Esq.
Drummond, Woodsum, Plimpton & MacMahon
900 Maine Savings Plaza
Portland, Maine 04101

Re: State - Megantic Agreement

Dear Bill:

It is our understanding that the Agreement between the State of Maine and Megantic Manufacturing Company, Inc., which contemplates the conveyance to Megantic of public lot acreage in Gorham Gore and Beattie Township, requires Megantic to pay to the State the stumpage value of timber harvested allocable to the public lots in those townships, over and above the 50% liquidated damage figure set forth in paragraph 4 of the Agreement, should Megantic fail, neglect or refuse to carry out its obligations under the Agreement. If Megantic's understanding is the same as ours, I would appreciate your signing this letter, below, on their behalf.

Thank you for your consideration.

Sincerely,

PAUL STERN
Assistant Attorney General

WILLIAM L. PLOUFFE, ESQ.
On Behalf of Megantic
Manufacturing Company, Inc.

PS:mg

AGREEMENT

This Agreement is made this _____ day of _____, 1985, 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 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 Bureau of Public Lands (hereinafter sometimes referred to as "the State"), and Lincoln Land & Timber Co., Inc., a Delaware corporation with a place of business in Springfield, Hampden County, Massachusetts (hereinafter referred to as "Lincoln").

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

1. That Lincoln agrees to pay to the State, by certified check delivered on the day of closing, the sum of two thousand one hundred and forty-nine dollars and thirty cents (\$2,149.30).

2. That Lincoln agrees to deed 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; excepting and reserving any State lots, so-called, being those public lots of lands for the future appropriation of the Legislature, earlier conveyed by the State Land Agent; and excepting and reserving those lands described in paragraph 5 of this Agreement.

3. That Lincoln, for itself and its successors and assigns, shall agree and confirm that it has no actions, causes of action, claims or demands for damages, costs, expenses, contribution, indemnification, interest or other claims whatsoever under any theory against the State of Maine, or its employees, agents, officials, agencies or offices in any way arising out of or connected with any public lots in the State of Maine or any transaction relating to such public lots prior to the date of closing, except claims relating to the boundary of a located public lot.

That Lincoln agrees to convey all of its right, title and interest in a parcel of land in the Town of Greenfield, in Penobscot County, State of Maine consisting of one thousand and fifty (1,050) acres, more or less, bounded and described as follows: consisting in width of Lot Nos. 11 and 12 according to Herrick's 1834 Plan, and extending northward from the south line of the Town of Greenfield to the point where the northerly line of the said parcel drawn parallel to the south line encompasses an area of one thousand and fifty (1,050) acres, more or less, said parcel being a portion of the Greenfield-Adams tract.

5. That the State agrees to convey all of its right, title and interest in a parcel of land in the Town of Greenfield, in Penobscot County, State of Maine, consisting of four hundred and seventy-seven (477) acres, more or less, and described as follows: consisting in width of Lot Nos. 11 and 12 according to Herrick's 1834 Plan; the southerly line of said parcel being the northerly line of the parcel to be conveyed to the State described above; and extending from said southerly line northward to the point where the northerly line of said parcel drawn parallel to the southerly line of said parcel encompasses an area four hundred and seventy-seven (477) acres, more or less, said parcel being a portion of the Greenfield-Adams tract.

6. The State shall execute and deliver to Lincoln the Release and Covenant Not to Sue in the form set forth in Exhibit A hereto.

7. That each party hereto shall refrain and desist from all activities and negotiations with other parties to sell, exchange or partition the lands it agrees to convey herein.

8. That the parties shall not engage in any activity or execute any instrument that would result in any further lease, right of way, easement, lien, or encumbrance relating to the lands which are the subject of this Agreement, without the express, written consent of both parties.

9. That each party shall terminate the cutting of timber on and the taking of gravel from the lands it agrees to convey herein during the term of this Agreement unless otherwise mutually agreed.

10. That all conveyances contemplated by this Agreement shall be made by quit-claim deed, in a form satisfactory to the grantee, and shall convey the lands or interest therein free and clean of all liens

and encumbrances, except (a) those liens or encumbrances created since the date of this Agreement which are acceptable to the respective grantees; and (b) those encumbrances normally incident to lands of the type being conveyed and which do not materially interfere with the intended use of the lands. The deed shall convey or assign, as appropriate, any and all rights of way, easements, harvesting or extraction permits, and the grantor's interest in any leases, mineral leases, or mineral exploration permits.

11. 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 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 Lincoln. In the event that the first session of the Legislature does not approve legislation authorizing the exchange of lands by July 1, 1985, this Agreement shall terminate on the date of adjournment of the legislative session, unless the term of this Agreement is otherwise extended by the mutual agreement of the parties.

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

13. That each party shall be responsible at its own expense, for such title examination as that party wishes to conduct. In the event of title objections, the objecting party shall give written notice thereof, and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time.

14. 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.

15. 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 parties shall have the right according to their respective interests to the payment for timber severed or gravel removed from the lands prior to April 1, 1985, and

the grantee shall be entitled to regain all such payments for timber severed or gravel removed on or after April 1, 1985. If either party receives payment of any amounts which, pursuant to the preceding sentence, are due the other party, the party receiving any such amounts shall promptly remit them to the other.

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

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

18. That the respective deeds contemplated by this Agreement shall include a reservation to the grantor; and its successors and assigns, of the non-exclusive right to cross and recross the conveyed lands for access to the land the grantor is to be conveyed pursuant to this Agreement for all purposes.

19. That the parties hereto are aware that legislative authority is necessary to permit the terms hereof to be performed by the State of Maine; the final approval of Lincoln is also necessary; and that this Agreement is, therefore, made contingent upon the granting of such authorizations. The parties hereto will use their best efforts to draft, submit, and seek favorable passage of legislation authorizing the exchange of lands contemplated by this Agreement. The legislation shall include a release and covenant not to sue, of any and all claims, arising before closing against Lincoln, arising out of any and all alleged wrongful cutting or other acts occurring on any of the public lots in the State of Maine.

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

21. 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

Its Commissioner of
Conservation

PRINT OR TYPE NAME AS
SIGNED

Richard Anderson

Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS
SIGNED

Robert Gardiner

LINCOLN LAND & TIMBER

Co., INC.

Its

PRINT OR TYPE NAME AS
SIGNED

EXHIBIT ARELEASE 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 subdivisions of the State of Maine (hereinafter referred to as "the State") releases, acquits and forever discharges LINCOLN LAND & TIMBER CO., INC., its successors and assigns, subsidiaries and affiliates, lessees, contractors, and all other entities with which Lincoln Land & Timber Co., Inc. 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 "Lincoln") 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 claim 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 gravel, sand 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), 1985 (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 and will suffer allocable to Lincoln, 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 Lincoln may be found to be responsible.

State hereby covenants not to sue Lincoln 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 Lincoln, 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 waives 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 they have carefully read the foregoing Release and know the contents thereof and executes the same, pursuant to the authority granted to them by Resolves 1985, c. _____.

Dated this _____ day of _____, 1985.

WITNESS:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

Typed Name

AGREEMENT

This Agreement is made this 14th day of March, 1985, 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 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 Estate of James M. Pierce, formerly of Houlton, Maine, hereinafter referred to as "Pierce".

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

1. The State of Maine agrees to convey to Pierce all of the State's right, title and interest in and to two hundred and six (206) acres, more or less, in Township A, Range 2 WELS, in Aroostook County, State of Maine, being the located public lot therein; excepting however, that the State's right, title or in-

terest in any and all public roads and great ponds in, on or over said township is excepted and reserved to the State of Maine.

2. The State also agrees to deliver to Pierce at closing a Release and Covenant Not to Sue in the form set forth in Exhibit A attached hereto and incorporated herein.

3. Pierce agrees to pay to the State, by certified check, the sum of fifty-five thousand dollars (\$55,000.00), on the day of closing.

4. The State agrees to 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. The State agrees not to 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 property which is the subject of this Agreement, without the express written consent of Pierce.

6. At the closing, Pierce, for the Estate and the successors and assigns of Pierce, shall agree and confirm that they have 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 the date of closing.

7. At the closing, Pierce agrees to release to the State any and all right, title and interest Pierce may have in the public lots of the State, including timber and grass rights, except those specified in Paragraph 1 of this Agreement.

8. 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.

9. The State agrees to make available to Pierce, at the time of closing, such studies, inventories, timber cruises, cutting records, photographs, maps

and leases that may be of assistance to Pierce in the assumption of ownership of the property.

10. Pierce agrees to be responsible, at Pierce's own expense, for such title examination as Pierce wishes to conduct. In the event of title objections, Pierce 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.

11. The State agrees that rental payments due on all leases, mineral leases or mineral exploration permits shall be prorated as of the closing date. 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 closing date. If either party received payment of any such amounts which, pursuant to the preceding provisions, are due the other party, the party receiving any such amounts shall promptly remit them to the other.

12. The State agrees to deliver full possession of its property to Pierce at the time of closing.

13. In the event that a substantial part of the standing timber on the State property to be conveyed hereunder is destroyed by fire, wind or other casualty (not including budworm damage) before the closing date, Pierce may elect not to accept such property, 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 property on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute land 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. 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 transfer of land contemplated by this Agreement.

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

16. If difficulties arise in accomplishing the

undertakings contained herein, the parties hereto agree to use their best efforts to resolve them.

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

WITNESS:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

PRINT OR TYPE NAME AS
SIGNED:

Richard B. Anderson

By: _____
Its Director, Bureau of
Public Lands

PRINT OR TYPE NAME AS
SIGNED:

Robert H. Gardiner, Jr.

ESTATE OF
JAMES M. PIERCE

By: _____
JOTHAM D. PIERCE
Personal Representative

PRINT OR TYPE NAME AS
SIGNED:

JOTHAM D. PIERCE

RELEASE AND COVENANT NOT TO SUE

For good and valuable consideration, the 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 political subdivisions of the State of Maine (hereinafter referred to as "the State") releases, acquits and forever discharges the ESTATE OF JAMES M. PIERCE, formerly of Houlton, Maine, JOTHAM D. PIERCE, Personal Representative of said Estate, their successors and assigns,

subsidiaries and affiliates, tenants in common, lessees, contractors, and all other entities with which they 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 "Pierce") 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 claim whatsoever under whatever theory which the State now has or which may hereafter accrue to the State, relating to any and all alleged wrongful or unauthorized use and occupancy, harvesting of wood, taking of grass, removal of gravel, sand 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), 1985 (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 and will suffer allocable to Pierce, 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 Pierce may be found to be responsible.

The State hereby covenants not to sue Pierce 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 Pierce, 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 Resolves 1985, c. _____.

Dated this _____ day of _____, 1985.

WITNESS:

STATE OF MAINE

By: _____
Its Commissioner of
Conservation

Richard B. Anderson

Typed Name

SECTION II

AGREEMENT

This Agreement is made this _____ day of _____, 1985, 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 James River Corporation of Virginia, a Virginia corporation with a place of business in Berlin, New Hampshire, hereinafter referred to as "James River."

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

1. James River agrees to convey to the State (a) all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein; except that James River excepts and reserves to itself, its successors and assigns, the non-exclusive right to use, maintain, improve and replace, over said property, the existing road from Rt. 16 near West Richardson Pond to Upper Dam; and (b) the non-exclusive right, for the purposes of woodlands management and wood removal, to use, maintain, improve and replace that portion of the West Richardson Pond Road (and the bridges thereto), located in Lincoln Plantation, which extends northerly from Route 16 into Lincoln Plantation and then north and east into Adamstown, as they now exist or may in the future be relocated, reserving however to James River, its successors and assigns, similar rights in said roads and bridges; and

James River excepts and reserves to itself, its successors and assigns, from the foregoing conveyances, all water and flowage rights of James River, its subsidiaries and affiliates; including without limitation, such rights as were conveyed by David Pingree et al to Benjamin E. Bates et al by deed dated November 5, 1877, recorded in the Oxford County Registry of Deeds, Volume 181, Page 438; and by David Pingree, et al., to Union Water Power Company by deed dated December 10, 1884, recorded in said Registry in Volume 208, Page 219, and deed dated February 10, 1884, recorded in said Registry in Volume 208, Page 238.

Without prejudice or implication as to any of James River's rights under this Agreement as otherwise, James River 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 9 of this Agreement have been recorded in the appropriate Registry of Deeds.

2. State agrees (a) to convey to James River, its successors and assigns, 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 Kennebago River Road (and the bridges thereto), from the south line of the public lot from Route 16 to the north line of the public lot, and the Cut-off Road so-called from Route 16 to the north line of the public lot, as they now exist or may in the future be relocated; granting however to James River, and its successors and assigns, similar rights in said roads and bridges; (b) to convey to James River, its successors and assigns, the non-exclusive right to use, maintain, improve, and replace, the West Richardson Pond Road from Route 16 across Adamstown to Lincoln Plantation; and (c) to deliver to James River the separate Release and Covenant Not to Sue in the terms provided in Exhibit C attached hereto and incorporated herein.

3. In those instances in the preceding provisions of paragraphs 1 and 2 of this Agreement, where rights to maintain, improve or replace roads and bridges are granted or reserved, such rights shall be implemented by the mutual agreement of the parties, which agreement is not to be unreasonably withheld.

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

5. 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 James River. In the event that the State does not enact legislation authorizing this exchange of Lands by July 1, 1985, or if James River 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.

6. 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. The parties acknowledge that there has been heretofore an exchange of deeds of partition, with respect to the lands described in Exhibit A hereto, described between James River and Bessie Wright Phillips, et als., Trustees under Article 6 of the Will of Stephen Phillips and under Declaration of Trust dated April 12, 1973 for the benefit of Bessie Wright Phillips, et als., the deed from the Phillips trusts to James River being recorded in the Oxford County Registry of Deeds, Volume 1281, Pages 292-294, and the deed from James River to the Phillips trusts being recorded in the Oxford County Registry of Deeds, Volume 1281, Page 289. The lands described in Exhibit A hereto are also subject to a Crossing Rights Agreement dated December 8, 1980 between James River and Boise Cascade Corporation, et als., a copy of which agreement James River has delivered to the State. State acknowledges and agrees that the parties to said agreement shall continue to enjoy the rights and privileges reserved therein without interference by the State.

7. 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 January 1, 1985.

8. All conveyances contemplated by this Agree-

ment 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.

9. 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 James River pursuant to this Agreement.

10. 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 James River is to be unlocated but to lie within that part or share of the township owned by James River 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 James River 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 James River.

11. 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 purposes or recreational purposes.

12. Property taxes for the current or prior tax years and excise taxes for 1985 for fire protection

assessed against the Lands shall be paid by the party owning the Lands on the date of assessment.

13. 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.

14. Each party shall deliver full possession of its Lands to the other party at the time of closing, except for existing leases and such other rights as may be reserved herein.

15. 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.

16. 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.

17. 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.

18. 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 ap-

proval of James River 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.

19. All amendment 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

By: _____

Its Commissioner of
Conservation

PRINT OR TYPE NAME AS
SIGNED:

By: _____

Its Director, Bureau
of Public Lands

PRINT OR TYPE NAME AS
SIGNED:

JAMES RIVER CORPORATION
OF VIRGINIA

By: _____

Its

PRINT OR TYPE NAME AS
SIGNED:

EXHIBIT A

JAMES RIVER TO STATE

1,150 unflowed acres more or less and an undetermined number of flowed acres in Richardsontown Township (T4 R1 WBKP) in Oxford County, Maine, being the interest of James River, held in common and undivided, in that part of said township bounded on the south by Mooselookmeguntic Lake and the Upper Dam Lot, on the west by Upper Richardson Lake and the west town line north of the Beaver Pond Outlet, on the north by the north town line of Richardson and on the east by the land of the Stephen Phillip Memorial Trust; conveying all of James River's remaining interest in Mooselookmeguntic Lake in its naturally occurring and unflowed state, and that portion of Upper Richardson Lake in its naturally occurring and unflowed state, being that portion which lies easterly of the center line of the outlet of Beaver Pond.

This description is not intended to include flowage rights which James River has reserved in Paragraph 1 of the foregoing Agreement.

In addition, any and all of James River'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; except for James River's one-third ($1/3$) common and undivided ownership in the public lots in Davistown T3 R3, which James River acquired from Brown Co.; and excepting and reserving any State lots, so-called, being those public lots of lands reserved to the future appropriation of the Legislature, earlier conveyed by the State Land Agent.

EXHIBIT B

STATE TO JAMES RIVER

Approximately 1,274 acres in Upper Cupsuptic Township (Township 4, Range 4 WBKP) and Lower Cupsuptic Township (Township 4, Range 3 WBKP) being all of the remaining interest of the State of Maine in the public lots in those townships, as recorded in State Archives (Massachusetts Deeds), Volume 5, pages 103 and 137, respectively.

Excepting and reserving from Lower Cupsuptic Township two parcels comprising approximately six acres, as follows: the first being a 1.5 acre lot,

more or less, as described in a deed from James River Corporation to the State of Maine dated May 23, 1983 and recorded at Oxford County Registry of Deeds, Book 1207, Page 222 and in an Agreement dated May 31, 1983 between the Maine Bureau of Public Lands and Maine Bureau of Parks and Recreation; and the second being a 4.5 acre lot, more or less, known as the Forestry Lot bounded as follows: starting at an iron post located at a point where the East bank of Toothaker Brook No. 2 and the South line of Lower Cupsuptic Township intersect, thence N 30° E a distance of 5.7 chains to an iron post located on the North side of the so-called Kennebago Road, thence S 80° E a distance of 8 chains to an iron post, thence S 30° W a distance of 5.7 chains to an iron post located on the South line of Cupsuptic Township, thence N 80° W a distance of 8 chains along the Township line to the iron post being the starting point, as set forth in a survey dated June 6, 1977, by T. Trudel.

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 JAMES RIVER CORPORATION OF VIRGINIA, a Virginia corporation with a place of business in Berlin, New Hampshire, its successors and assigns, subsidiaries and affiliates, predecessors in title (which shall not include those entities or persons listed in Attachment 1 hereto and incorporated herein), lessees, contractors and all other entities with which James River has acted in concert or by contract (other than tenants in common and joint tenants), and the officers, employees, agent and other representatives of the foregoing (all hereinafter referred to as "James River") of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, loss of services, contribution, indemnifica-

tion, 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), 1985 (hereinafter referred to as the "Alleged Uses").

For such consideration, the State hereby releases, acquits, discharges, satisfies and credits that portion of all claims and of the total amount of all damages for Alleged Uses which the State has suffered or may in the future suffer allocable to James River, 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 James River may be found to be responsible.

State hereby covenants not to sue James River 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 James River, 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 _____, Resolves, 1985.

Dated this _____ day of _____, 1985.

WITNESS:

RELEASOR:

STATE OF MAINE

By: _____

Commissioner of
Conservation

Attachment 1

JOHN W. CAMPBELL

BRUCE W. MCGHEE

AGNES COLBY

MEGANTIC

HENRY COE

PEJEPSCOT

D'AUTEUIL LUMBER CO.

JAMES M. PIERCE

CENTRAL MAINE POWER CO.

MARTHA POWERS

DOMTAR

SHEILA RARES

GRANT'S CAMPS

SADA COE ROBINSON

IRVING

CLYDE H. THOMAS, ET AL.

F. PALMER HART

GERALD C. THOMAS

ERWIST HARTFORD, ET AL.

TIMBERLANDS

MURIEL HARTFORD

ROLAND G. AND JOHN WARE

DANIEL W. HARTFORD, JR.

J.A. WEATHERBEE TRUST

LOUIS OAKES HILTON

H.J. WELLER

KENNEDY

WEYMOUTH HEIRS

LINCOLN P&P

GERTRUDE AND GLADYS WEYMOUTH

LINDQUIST

M. HAYNES WHEELER

MADISON PAPER CORP.

BETA WOOD

DEWEY MARTIN

AGREEMENT

for the Exchange
of Certain Public Reserved Lands

This Agreement is by and between the Bureau of
Public Lands, Department of Conservation, acting as
the agent of the State of Maine, and William F. Bak-

er, a resident of the State of Connecticut, pursuant to the provisions of 30 MRSA ss 4169, subject to the following terms and conditions:

(1) Purpose.

The purpose of this Agreement is to execute an exchange of land between the parties in Chain of Ponds Township, Franklin County, as follows:

State of Maine to William F. Baker

A parcel of Public Reserved Land in said Township, as shown in Exhibit A attached, containing 20 acres (+ / -).

William F. Baker to State of Maine

A parcel of land in said township, as shown in Exhibit A attached, containing 100 acres (+ / -)

It is understood that legal descriptions of both parcels will be developed and incorporated into deeds prior to closing.

(2) Reservations

The Grantee hereby agrees that there shall be no further development within the parcel conveyed by the State, aside from repairs to or replacement of buildings existing at the time of this agreement, nor shall the existing lots be subdivided for any purpose.

(3) Instruments of Conveyance

The parties shall execute this transaction through exchange of quit-claim deeds.

(4) Closing

The closing of this transaction shall occur within 30 days following the effective date of legislation authorizing the exchange of land contemplated herein.

(5) Termination

It is understood by both parties that execution of this transaction relies on approval by the legislature. This agreement shall terminate, unless otherwise agreed upon by the parties if (1) the current regular session of the Legislature does not authorize the Bureau of Public Lands to proceed as contemplated

herein, or (2) defects shall appear in the title of either party, which deny resolution, as provided in Paragraph 6 following.

(6) Resolution of Title

If, prior to closing, either party shall discover a defect in title, pertaining to the parcel that party is to acquire, the conveying party hereby agrees, within 10 days, to make a good faith effort to resolve the defect. Neither party shall incur costs exceeding \$1,000 in the resolution of such defects.

(7) Entire Agreement

This document constitutes the entire agreement between the parties; and no other representation orally or in writing shall be binding, except as this agreement may be duly amended by the parties hereto.

FOR THE STATE:

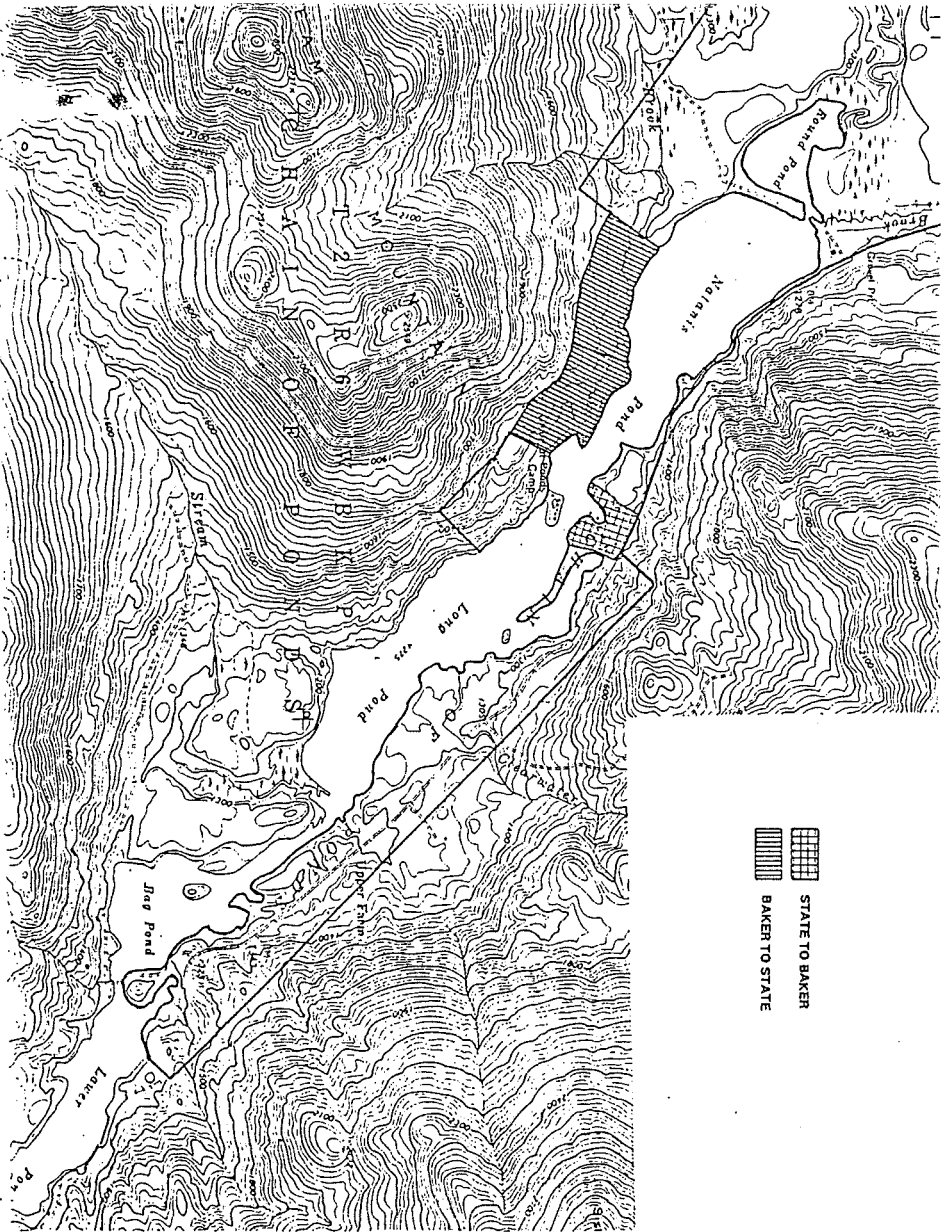
FOR WILLIAM F. BAKER:

Robert H. Gardiner, Jr. Date
Director
Bureau of Public Lands

William F. Baker Date

WITNESSED Date

WITNESSED Date



PURCHASE AND SALES AGREEMENT

Public Reserved Lands
Chain of Ponds Township - Lot No. 8

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Gilbert Barnaby of Jay, Maine (buyer), in accordance with the provisions of 30 MRSA ss4169 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 1.8 acres (+ / -), located in Chain of Ponds Township, that being the same property, extended to include the entire parcel between Rte. 27 and Natanis Pond (as flagged by the State), which is currently held under leasehold with the State of Maine by the Buyer.

(2) The State will convey this property by quit-cliam 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 buyer shall pay, by certified check, to the State the sum of \$8,650.

(5) Not later than the close of business on Monday, June 10, 1985, the Buyer shall have signed and returned this agreement to the Bureau of Public Lands.

(6) If, for any reason, the buyer shall fail to meet the terms contained herein, this agreement shall be considered null and void, and the State shall be released from all obligations, either expressed or implied.

(7) The buyer 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.

(8) The Buyer hereby agrees that there shall be no further development within the parcel conveyed by the State, aside from repairs to or replacement of buildings existing at the time of this agreement, nor

shall the existing lots be subdivided for any purpose.

(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, 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

Gilbert Barnaby - DATE
13 Free Street
Jay, Maine 04239

ACKNOWLEDGED:

ACKNOWLEDGED:

_____ - DATE _____ - DATE

Bureau of Public Lands
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT Carrabassett Valley

This agreement is made this _____ day of _____, 1985, by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (the State) and the Carrabassett Valley Campowners Association, c/o Stephen F. Dubord, 44 Elm Street, Waterville, Maine 04901 (the Grantee), in accordance with the provisions of 30 M.R.S.A. ss 4169. For good and valuable consideration for which receipt is acknowledged by each party, the parties hereto agree as follows:

(1) The State of Maine agrees to convey by quitclaim deed without covenant all of its right, title and interest in and to the Public Reserved Lands in

the Town of Carrabassett Valley, described in Exhibits A and B attached hereto. Specifically excepted and reserved to the State are any public ways or portions thereof, except those strictly limited to transport within the conveyance boundaries.

(2) The Grantee agrees to pay to the State of Maine at closing the sum of \$226,995.

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

(4) If, for any reason the Grantee shall fail to meet the terms of this Agreement, in whole or in part, the Agreement shall be terminated, subject to renegotiation at the discretion of the Director.

(5) 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 lands as is and the terms of sale as represented herein.

(6) The Grantee shall be responsible, at his own expense, for such title examination as he may wish to conduct. In the event of title objections, the Grantee shall give written notice thereof and the State shall use its best efforts to remove or resolve the objection(s) within a reasonable period of time. If, upon subsequent agreement of the parties, the State is unable to remove or resolve such objections, this agreement shall terminate and the Grantee shall be released from all obligations contained herein.

(7) 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.

(8) The following named individuals, officers of the Carrabassett Valley Campowners Association, certify that they have the authority to sign this Agreement on behalf of the aforementioned Association, the members of which are indicated in Exhibit C attached hereto: B.W. Ragon, Jr., Herbert Hoefler, Almo Nickerson and James Smith.

(9) This document constitutes the entire Agree-

ment between the parties; all amendments shall be in writing and executed by the parties hereto.

FOR THE STATE:

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

DATE

WITNESS:

DATE

FOR THE GRANTEE:

B. W. RAGON, JR.

DATE

WITNESS:

DATE

HERBERT HOEFLE

DATE

WITNESS:

DATE

ALMO NICKERSON

DATE

FOR THE GRANTEE:

WITNESS:

DATE

JAMES SMITH

DATE

WITNESS:

DATE

EXHIBIT A

DESCRIPTION OF LAND TO BE
CONVEYED BY THE STATE OF MAINE TO THE
MEMBERS OF THE CAMPBELL FIELD AREA
ASSOCIATION LOCATED IN CARRABASSETT
VALLEY, FRANKLIN COUNTY,
STATE OF MAINE

Those certain lots or parcels of land situate on both sides of State Routes 16 and 27 located in Carrabassett Valley, Franklin County, Maine, being more particularly bounded and described as follows, to wit:

Being lots numbered 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16, 19, 20, 22, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 50, 51, 53, 54, 55, 56, 59, 60, 61, 62, 64 and 65 is more particularly shown on a plan entitled "Land of State of Maine to be Conveyed to the Members of the Campbell Field Area Association" which plan was prepared by D. Bruce Verrill Associates, Inc., and dated April 1985, which plan is to be recorded in the Franklin County Registry of Deeds.

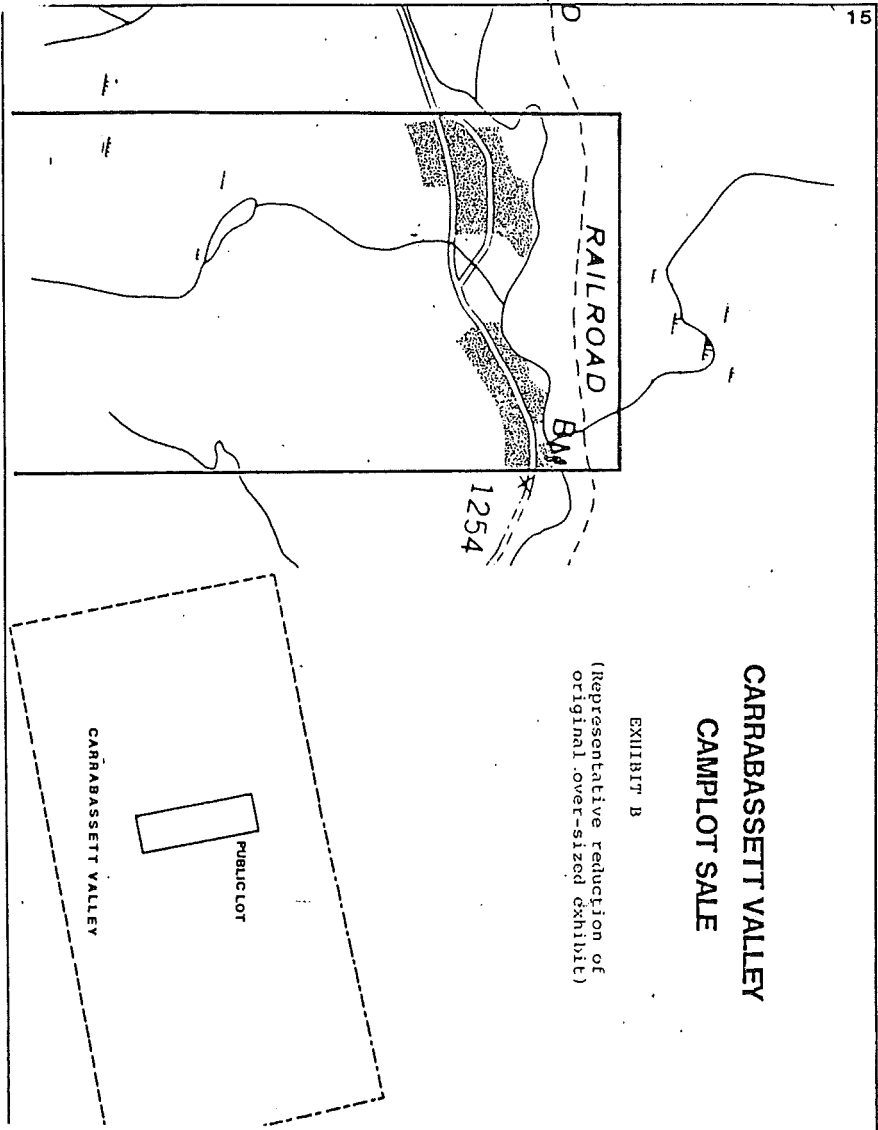


EXHIBIT C

Dr. Clement Jurgeleit
69 West Broadway
Bangor, ME 04401

Dr. William Kierstead
10 Burleigh Street
Waterville, ME 04901

George V. Mendall
RFD #3, River Road
Augusta, ME 04330

Gardiner Schneider
Main Street, Box 50
Winterport, ME 04496

John M. & Sally E. Lynch
RFD #2, Box 5460
Newport, ME 04953

Richard J. Woodrum
P. O. Box 3001
New Castle, ME 04553

William Beck
RFD #2
Oakland, ME 04963

B. W. Ragon, Jr.
RFD #1, Box 2260
Kingfield, ME 04947

Daniel P. Valpey
84 Central Street
Andover, MA 01810

Kevin Walsh
124 Wilson Street
Old Town, ME 04468

Robert Hanish
RFD #3, Kenneth Street
Augusta, ME 04330

Herbert Hoefler
Pleasant Street
Phillips, ME 04966

Donald R. Knowles
P. O. Box 1360
North Windham, ME 04062

Arthur N. Pierce
73 Sunset Strip
Brewer, ME 04412

John Chapman
Canoe Road
Hampden, ME 04444

Lee Kachan
Hilltop Craft Center
UMO
Orono, ME 04473

Harold & Jean Thomas
175 Carlson Street
Westbrook, ME 04092

Henrietta P. Crane
30 Shaw Avenue
Rockland, ME 04841

John P. Jabar
One Center Street
Waterville, ME 04901

Richard L. Crommett
138 Ridgecrest Drive
Westfield, MA 01085

Ralph E. Quinn
44 Berkley Street
Portland, ME 04103

James N. Libby
32 Vesper Street
Scarborough, ME 04074

Mrs. Gail Guthrie
167 Wayside Road
Portland, ME 04012

Charles O'Connor
RFD #1, Box 2735
Windsor, ME 04363

Loretta Murphy
24 Magan Street
Brunswick, ME 04011

Ira Durgan, Jr.
152 North Street
Bath, ME 04530

William A. Hamilton
61A Lawrence Street
Portsmouth, NH 03801

Dr. William Fox
RFD #2, Oakledge Road
Brunswick, ME 04011

Michael M. Skaling
Nurembega Drive
Camden, ME 04843

David Martin
30 Evergreen Way
Medfield, MA 02052

Ryan J. Arata
4602 Quarter Charge Drive
Annandale, VA 22003

William M. Moody
211 Foreside Road
Falmouth, ME 04105

Nancy Norris
9 North Road
Penobscot Terrace
Brewer, ME 04412

Lewis Merchant
P. O. Box 19
Levant, ME 04456

L. Richard Zacharias
RR #1, Box 199
York, ME 03909

Kendall P. Lord
1510 Washington Street
Bath, ME 04530

Almo Nickerson
P. O. Box 288
Stratton, ME 04982

William L. &
Virginia M. Royall
Blackstone Road
Merepoint
Brunswick, ME 04011

Dr. Andrew M. Longley
14 Pamela Lane
Amesbury, MA 01913

Dr. John H. Shaw
63 Fairview Avenue
Manchester, ME 04351

Maine Outing Club
UMO
University of Maine
Orono, ME 04473

Dr. Maynard M. Irish
RFD #3, Box 3166
Brunswick, ME 04011

Paul Houlares
65 Jones Avenue
Portsmouth, NH 03801

T. P. Szczecinski
150 Baldwin Street
Bloomfield, NJ 07003

C. Gregory Moebuis
P. O. Box 67
Bristol, ME 04539

John C. Caldwell
RFD #5, Adams Road
Brunswick, ME 04011

David & Judith Kirk
148 Main Street
Orono, ME 04473

J. J. Smith
20 Longmeadow Drive
Brewer, ME 04412

Wayne Niles
70 Townsend Avenue
Augusta, ME 04330

Richard E. &
Helen W. Sanborn
P.O. Box 329
Upper Pond Road
Litchfield, ME 04350

SECTION III

AMENDMENT TO AGREEMENT

This amendment is made to the Agreement of August 27, 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 sometimes referred to as the "State"), and Prentiss & Carlisle Co., Inc., a Maine corporation, with a place of business in Bangor, Maine, hereinafter referred to as "P & C".

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

1. That paragraph 1 and Exhibit B of the August 27, 1984 Agreement between the parties is hereby amended so that Webber is obligated to convey one thousand fifty (1,050) acres in Greenfield, rather than one thousand eight hundred (1,800) acres in Greenfield.

2. That paragraph 2 and Exhibit C of the August 27, 1984 Agreement between the parties is amended so that the State is obligated to convey only the middle and southerly located lots in Township A, Range 5 WELS, so that four hundred and eighty (480) acres, more or less, is conveyed by the State.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 1985.

WITNESS:

STATE OF MAINE

RICHARD B. ANDERSON
Commissioner, Department
of Conservation

ROBERT H. GARDINER,
DIRECTOR
Bureau of Public Lands

PRENTISS & CARLISLE CO.,
INC.

DAVID M. CARLISLE,
PRESIDENT

SECTION IV

Authorization to convey release interests.

The Director of the Bureau of Public Lands is authorized to convey any interest obtained by the State from released deeds for particular public lots, to those parties who have received public lots covered by such releases as a result of Resolves 1984, chapter 79; Resolves 1984, chapter 87; and this Resolve.

Effective September 19, 1985.

CHAPTER 41

H.P. 435 - L.D. 617

Resolve, Concerning Blackfly Control.

Appropriation; blackfly control. Resolved: That there is appropriated from the General Fund to the Department of Environmental Protection the sum of \$30,000 for fiscal year 1985-86 for the purpose of supporting research on blackfly biology, on quantifying the adverse economic impact caused by the blackflies, on the economic benefits that might accrue from their control and on environmentally safe control of blackflies. The Commissioner of Environmental Protection may accept financial contributions by counties and municipalities to be used in support of the research authorized by this resolve. The commissioner shall report to the Second Regular Session of the 112th Legislature on the study design and progress of the research effort.

Effective September 19, 1985.
