

# MAINE STATE LEGISLATURE

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

AS PASSED BY THE  
  
ONE HUNDRED AND TWELFTH LEGISLATURE

**SECOND REGULAR SESSION**  
January 8, 1986 to April 16, 1986

**SECOND SPECIAL SESSION**  
May 28, 1986 to May 30, 1986

AND AT THE

**THIRD SPECIAL SESSION**  
October 17, 1986

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

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

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

AS PASSED AT THE  
SECOND REGULAR SESSION

of the  
ONE HUNDRED AND TWELFTH LEGISLATURE

1985

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**Resolved:** That the Department of Educational and Cultural Services evaluate the campus in order to determine how the space may be utilized, all or in part, and report its findings to the special commission by June 1, 1986.

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

Effective April 15, 1986.

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## CHAPTER 77

H.P. 1516 - L.D. 2145

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

**RESOLVED:** That the Director of Public Lands is authorized to consummate the exchange and sale of certain Public Reserved Lands, as provided in the attached agreements with The Nature Conservancy, J.M. Huber Corporation and Erwest Hartford. Any and all land acquired by the State under this authority shall be, for all purposes, Public Reserved Lands of the State of Maine and shall be held in trust under the same terms and conditions as apply to other Public Reserved Lands. Notwithstanding any provisions of the attached agreements, the State shall not convey any land or interest therein which comprises a public road or a great pond. All money received from the sale of Public Reserved Lands shall be deposited in the Public Reserved Lands Acquisition Fund to be used exclusively for the purchase of additional land for the system.

### AGREEMENT

This Agreement is made this Seventh day of March, 1986, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State", and the Nature Conservancy, a Maine non-profit corporation with

a place of business in Topsham, hereinafter referred to as "Nature Conservancy."

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

1. Nature Conservancy (a) agrees to convey to the State all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein and the right to cross and recross with men and equipment the proximal, adjacent and contiguous lands of those individuals and fiduciary landowners generally known as the Pingree Heirs (hereinafter referred to as "Pingrees") for ingress and egress for purposes normally required for land management, logging operations, and timber harvesting, to the land in Township 8, Range 13 W.E.L.S., Township 8, Range 14 W.E.L.S. and Township 7, Range 14 W.E.L.S. (hereinafter sometimes collectively referred to as the "property") to be conveyed herein. The exercise of said right to cross and recross by the State and its agents, contractors, and employees (hereinafter collectively referred to as "agents") for the purposes of land management, logging operations and timber harvesting is subject, however, to conditions that shall be mutually agreed upon by the Pingrees, the Nature Conservancy and the State; and (b) pay to the State the sum of Six Hundred Thirty-Seven Thousand Five Hundred and Eighty Dollars (\$637,580.00).

2. The State agrees to convey to the Nature Conservancy, its successors and assigns, all of its right, title and interest in the property described in Exhibit B attached hereto and incorporated herein. The parties acknowledge that the property described in Exhibit B will subsequently be transferred by the Nature Conservancy to the Pingrees. To that end, the State agrees to convey to the Nature Conservancy and the Pingrees the right to cross and recross with men and equipment the proximal, adjacent and contiguous lands of the State for ingress and egress for purposes normally required for land management, logging operations, and timber harvesting, to the land described in Exhibit B, which right to cross and recross is subject to the conditions and restrictions set forth in paragraph 1.

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

4. The respective deeds contemplated by this agreement shall include a reservation to the grantor,

and its successors or assigns of the right to cross and recross the conveyed lands for all purposes, including, but not limited to, access to other lands owned by the grantor, whether contiguous or noncontiguous.

5. The term of this Agreement shall commence on the day after the date of this Agreement and shall 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 one hundred and eighty (180) 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, 1986, this Agreement shall terminate on that date. However, the term of this Agreement may be 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, and only with the prior written approval of the 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 December 1, 1985.

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 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 Nature Conservancy 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 the Pingrees is to be unlocated but to lie within that part or share of the township owned by the Pingrees on the Closing Date immediately after closing; and that the State will not locate or partition, propose for location or partition, or agree to the location or partition of, any additional Public Lot acreage in that part or share of the respective township owned by the Pingrees 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 Title 30 M.R.S.A. §4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by the Pingrees.

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 and excise taxes 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. 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. Upon the granting of such authorization, each party warrants to the other party that it has authority to execute this Agreement and to carry out the transactions provided herein.

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

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

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

WITNESS:

STATE OF MAINE



\_\_\_\_\_ By: \_\_\_\_\_  
Its Commissioner of  
Conservation

PRINT OR TYPE NAME AS SIGNED:

\_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Its Director, Bureau of  
Public Lands

PRINT OR TYPE NAME AS SIGNED:

\_\_\_\_\_

NATURE CONSERVANCY

\_\_\_\_\_ By: \_\_\_\_\_  
Its

PRINT OR TYPE NAME AS SIGNED:

\_\_\_\_\_

20. Prior to and as a condition of the conveyance of the lands referred to in Exhibits A and B of the Agreement, the Nature Conservancy shall grant to the State a right of first refusal, acceptable to both parties, on the lands to be acquired by the Nature Conservancy from the Pingrees around Big Reed Pond in T8R10 and T8R11, County of Piscataquis, through transactions using lands acquired from the State in this Agreement.

EXHIBIT A

NATURE CONSERVANCY TO STATE

<u>Township</u>	<u>Acres</u>	<u>L/U</u>
9R13 WELS	20	U

8R14 WELS	512 (Otter Pond)	L
8R13 WELS	330	L
7R14 WELS	675 (Allagash Mtn)	L
TOTAL	1,537	

In addition, any and all of Pingrees' 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 those Public Lots conveyed by the State to the Pingrees pursuant to the Agreement dated December 1, 1983 between the State and the Pingrees; 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 NATURE CONSERVANCY

<u>Township</u>	<u>Acres</u>	<u>L/U</u>
8R7 WELS	199	U
14R16 WELS	777	U
11R15	500	U
9R9 WELS	1,000	U
10R7 WELS	320	LW/2
	640	LE/2
10R9 WELS	1,000	L
8R11 WELS	944	L
7R13 WELS	592	L
TOTAL	5,972	

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.

#### AGREEMENT

State of Maine/J.M. Huber Corporation

This Agreement is made this seventh day of March, 1986, by and between the State of Maine, 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 J.M. Huber Corporation, a New Jersey corporation, places of business in Portland and Old Town, Maine, hereinafter referred to as "Huber".

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

1. Huber agrees to convey to the State all of its right, title and interest in those lands described in Exhibit A attached hereto and incorporated herein.

2. The State agrees to convey to Huber all of its right title and interest in those Public Reserved Lands described in Exhibit B attached hereto and incorporated herein, and to deliver to Huber a release and covenant not to sue in the form set forth in Exhibit C attached.

3. Lands described in Exhibits A and B are referred to in this agreement as the "Lands".

4. The following specific rights are granted or reserved to the parties, their heirs, successors and assigns:

T.7, R. 8 WELS:

a. The State shall convey all of its right, title and interest in that portion of the Huber Road, so-called, in T. 7, R. 8 WELS, up to a line 50' north of the centerline of said road, reserving, however, the State's right to enter and use this road, without damaging same, for any and all

purposes associated with the management and transport of forest products. The State expressly agrees to close all roads from its remaining ownership in said township at the point of intersection with the Huber Road for purposes other than administration and timber management.

b. Huber shall grant to the State, its successors and assigns a permanent right of access and use, without damaging same, for purposes described in Paragraph 4a; to the Huber Road, so-called, from its intersection with the Mattagamom Road in T. 6, R. 7 WELS to the south line of T. 7, R. 8 WELS.

c. Huber shall grant to the State, its successors and assigns a permanent right of way, without damaging same, for all purposes, including public use, along the Scraggly Lake Road, so-called, north from its intersection with the Mattagamom Road in T. 6, R. 7 WELS, across the southwest corner of T. 7, R. 7 WELS, to a point where said road crosses the east line of T. 7, R. 8 WELS.

T. 4, R. 3 BKPWKR:

d. Huber shall reserve for itself, its successors and assigns, for any and all purposes, including public use and the right to set and maintain poles for the transmission of electrical power and telephone signals, a permanent right of way, without damaging same, along the Stratton Brook Road, so-called, at two locations: (1) for a distance of 1,500 feet, where State ownership incorporates the intersection of said road and the Appalachian Trail and (2) from the intersection of said road with Stratton Brook in T. 4, R. 3 BKPWKR southeasterly to a point where said road crosses the south line of the township, said rights of way extending for a distance of 50 feet on either side of the centerline of the road.

e. Huber shall grant to the State, its successors and assigns a permanent right of way, without damaging same, to a 100-foot corridor connecting Rte. 16/27 to the Stratton Brook Road, the location of said right of way to be established by mutual agreement, beginning at some point east of the intersection of the Stratton Brook Road with Rte. 16/27 and west of the intersection of the Appalachian Trail with Rte 16/27.

f. The State shall grant to Charles Sleight, a camp lot owner within the Preserve, his heirs, successors and assigns a permanent right of access over an old management road located in the vicinity of his property to the Stratton Brook Road and thence to the public highway, and, further, the right, at his own expense, to construct a spur at a mutually agreeable location, connecting his property to said management road, said spur to be of a design consistent with the primitive and remote character of the Preserve and as approved by the Director, Bureau of Public Lands.

g. The State shall reserve for itself, its successors and assigns the right of access and use for any and all purposes of the West Chapman Road extension, without damage to same, in Township 10 Range 3 from a point where the road crosses the north town line to a point where the road crosses the west town line west of Huson Ridge as that road may be relocated in the future.

5. The term of this agreement shall commence on the day after the date of this agreement and shall 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 ninety (90) 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 the close of the current session of the Legislature, this agreement shall terminate on that date, unless extended by 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, and only with the prior written approval of the 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 the date of this agreement.

8. All conveyances contemplated by this agreement shall be made by quit claim 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 quit-claim 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 Huber.

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 Huber is to be unlocated but to lie within that part or share of the township owned at the time of closing by Huber; 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 at the time of closing by Huber. In addition, each party agrees to use reasonable efforts to obtain a written agreement executed by all proprietors of the respective township, pursuant to Title 30 M.R.S.A. ss 4151, that such remaining Public Lot acreage shall not be located within that part or share of the township owned by Huber. Huber reserves the right not to close should such agreements not be executed.

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 spend more than \$1,000.00 for this purpose. Title defects or objections shall not include rights of way, easements or leases, which do not materially interfere with the use of the property for commercial forestry or recreational purposes.

12. All property and excise taxes assessed against the lands shall be paid by the party owning the lands at the time 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 payments of any amount which are due to the other party, pursuant to the preceding sentence, the party receiving such payments 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 destroyed. If the parties fail to find mutually acceptable substitute Lands within ninety (90) days of such destruction, this agreement shall terminate, unless otherwise extended by mutual agreement of the parties. For the purposes 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. The parties hereto are aware that legislative authority is necessary for performance of the terms hereof and that similar approval must be gained by the Board of Directors of J.M. Huber Corporation; and that this agreement is therefore contingent upon the granting of such authorizations. Upon receipt of such authorizations, each party warrants to the other party that it has authority to execute this agreement and to carry out the transactions provided herein.

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

19. Either party may cancel this agreement or extend the closing date at any time before the deeds are delivered by giving written notice to the other party.

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

WITNESS:

STATE OF MAINE

\_\_\_\_\_

Richard B. Anderson, Commissioner  
Department of Conservation

\_\_\_\_\_

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

\_\_\_\_\_

J.M. Huber Corporation

EXHIBIT A

JM Huber Corporation to State of Maine

11R4 WELS U	2
10R4 WELS U-NE/4(E of Lk)	177
10R4 WELS U-SE/4(Bogan Brk)	83
4R3 BKPWKR (Wyman) L	4,274
Total	4,536

In addition, all of Huber'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 those listed in the letter of intent from Huber to the State, dated February 12, 1976, State of Maine Resolves, 1976, Chapter 46, and any Public Lots lawfully conveyed by the State, pursuant to legislative resolve, now owned by Huber.



## EXHIBIT B

## State of Maine to JM Huber Corporation

7R7 WELS	L	206
7R7 WELS	U	200
6R9 NWP	U	267
9R3 WELS	U	42
10R3 WELS	U	1,000
7R8 WELS	L	1,212
6R8 WELS	L	481
3R7 WELS	L	698
6R7 WELS	U	72
7R7 WELS	L	720
3R7 WELS	L	302
9R4 WELS	U	211
11R4 WELS	U	500

Total		5,911
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However, notwithstanding anything in this agreement, the State's right, title or interest in any and all state or county 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, 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 subdivisions of the State of Maine (hereinafter referred to as "the State") releases, acquits and forever discharges J. M. Huber Corporation, a New Jersey Corporation, with offices in Portland and Old Town, Maine, its successors and assigns, subsidiaries and affiliates, with which it 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 "Huber") 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

hereinafter 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 \_\_\_\_\_, 1986 (hereinafter referred to as the "Alleged Uses").

In addition to the above, 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 Huber, if any. In this paragraph, it is the intention of the State to release, discharge, satisfy and credit any fraction and/or percentage of all claims and damages, if any, for which Huber may be found to be responsible.

State hereby covenants not to sue Huber 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 Huber, 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 C. \_\_\_\_\_, Resolves, 1986.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

WITNESS:

STATE OF MAINE:

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Richard B. Anderson, Commissioner  
Department of Conservation

## AGREEMENT TO PURCHASE

WITNESS THIS AGREEMENT dated March 3, 1986, between the State of Maine (acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands) and Erwest Hartford (hereinafter referred to as the Grantee), a resident of Massachusetts with a place of business in T. 24 MD, Maine:

1. For the consideration of \$47,000, the State of Maine agrees to convey all of its right, title and interest in certain Public Reserved Lands located in Township 24 MD, Washington County, to the Grantee.

2. Said land is comprised of 320 acres, originally described as the "Minister's Lot" reserved in the deed of William Bingham, dated January 28, 1793 and recorded in Volume 6, Page 5 (Massachusetts Deeds) at the State Archives, also shown in Plan Book 18A, Page 11 (prepared by Rufus Putnam) which resides at the State Archives. Attached as Exhibit A is a map prepared by the Bureau of Public Lands, drawn to scale from the earlier Putnam work. This parcel of land should not be confused with the adjoining "Ministry Lot", improperly identified as the "Minister's Lot" in a deed from the State of Maine to MMH Associates, dated December 20, 1984.

3. Payment for said land will consist of (A) a downpayment of \$40,000 due at closing, followed by (B) annual payments of \$2,000.00 applied to the remaining principal, plus interest at the annual, simple rate of 10 percent on the remaining unpaid balance, due December 31 of each year. This payment schedule shall not exceed a period of four years.

4. Upon closing of this transaction, the Grantee shall be absolved from all rental obligations as of January 1, 1986.

5. The State of Maine shall convey this property by quit-claim deed, excepting and reserving all great ponds and any roads or portions of roads defined and maintained as "public ways" by either the Maine Department of Transportation or the Washington County Board of Commissioners. Closing of this transaction shall be within 30 days following the date upon which authorizing legislation becomes effective.

6. It is hereby certified that the transaction contemplated by this agreement has been approved by

the Governor of the State of Maine, the Honorable Joseph E. Brennan.

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

Witnessed:

STATE OF MAINE:

\_\_\_\_\_

\_\_\_\_\_  
RICHARD B. ANDERSON, Commissioner  
Department of Conservation

\_\_\_\_\_

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

THE GRANTEE:

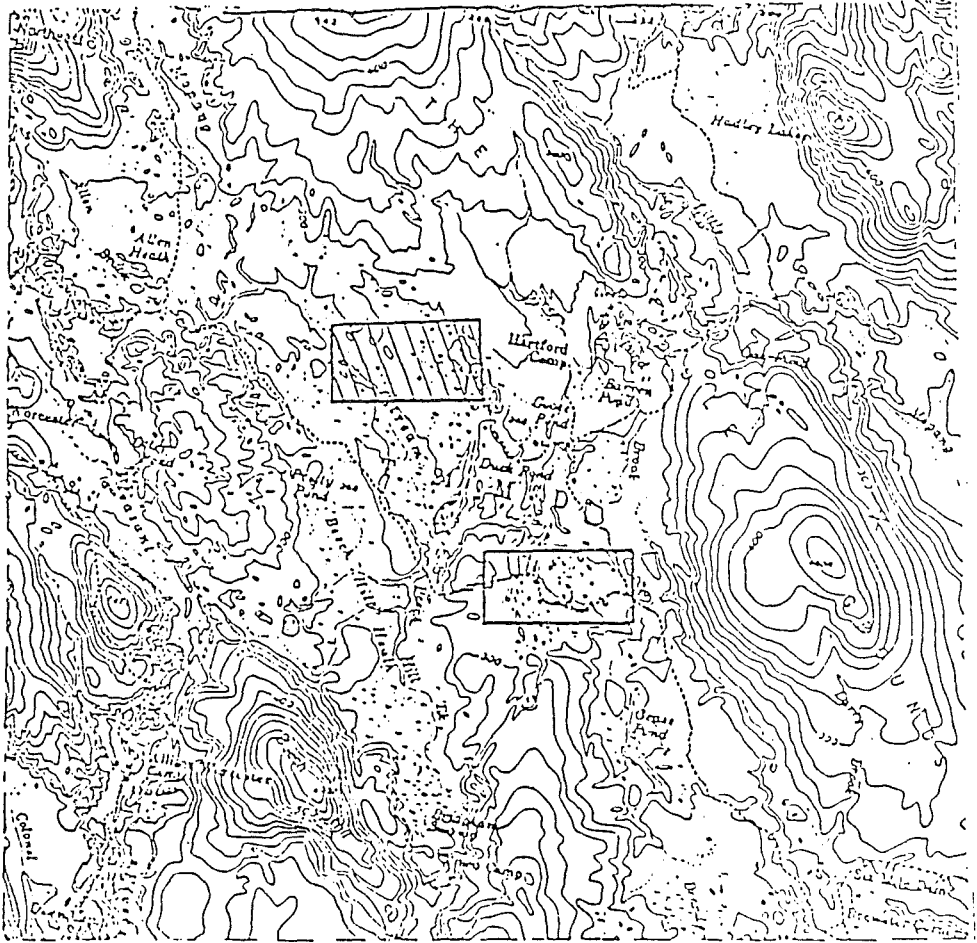
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\_\_\_\_\_  
ERWEST HARTFORD

EXHIBIT A



State To Hartford



23-90

TOWNSHIP 24MD

ADJUSTMENT

In several land trade agreements previously approved by the Legislature, the acreage figures on several Public Lots to be conveyed by the State differed slightly with the actual acreage involved. The Director of Public Lands is hereby specifically authorized to convey the actual acreage, as follows:

<u>Resolves 1983, c. 87</u>	<u>TOWNSHIP</u>	<u>PUBLIC LOT ACRES IN PRIOR RESOLVE</u>	<u>ACTUAL PUBLIC LOT ACRES</u>
International Paper Co.	13R16 WELS	996	999
Scott Paper Co.	Rockwood Strip 1R13 WELS	200 1,264	202 1,264.82
Prentiss & Carlisle, Inc.	5R7 WELS NE/4 3R3 NBKP SW/4	237 240	250 250
<u>Resolves 1985, c. 40</u>			
Jas. River	4R3 WBKP	364	636

Effective July 16, 1986.

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CHAPTER 78

H.P. 1633 - L.D. 2305

Resolve, to Protect Against Property Tax  
Losses Resulting from Transfers under  
Provisions of Certain Land Trust  
Transfers.

Sec. 1. Resolve 1983, c. 87, section III-A is enacted to read:

SECTION III-A - Reimbursement for Tax Loss

The Treasurer of State shall annually make a payment to any municipality which has experienced, as a result of this exchange, a loss of taxable property base for that year in excess of 1% of its state valuation. The payment shall equal the property tax that would have been assessed on the valuation of that property exceeding 1% of state valuation if the land had not become exempt. For purposes of this section, the unorganized territory tax district shall be treated as if it were a municipality.