

# MAINE STATE LEGISLATURE

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

AS PASSED BY THE  
ONE HUNDRED AND THIRTEENTH LEGISLATURE

AS PUBLIC LAWS AND CONSTITUTIONAL RESOLUTIONS

at the

**THIRD SPECIAL SESSION**

September 15, 1988 to September 16, 1988

and the

**FOURTH SPECIAL SESSION**

November 28, 1988

AND

AS PRIVATE AND SPECIAL LAWS AND RESOLVES

at the

**FIRST REGULAR SESSION**

December 3, 1986 to June 30, 1987

**FIRST SPECIAL SESSION**

October 9, 1987 to October 10, 1987

**SECOND SPECIAL SESSION**

October 21, 1987 to November 20, 1987

**SECOND REGULAR SESSION**

January 6, 1988 to May 5, 1988

**THIRD SPECIAL SESSION**

September 15, 1988 to September 16, 1988

and the

**FOURTH SPECIAL SESSION**

November 28, 1988

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

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Twin City Printery  
Lewiston, Maine  
1989

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**RESOLVES**

OF THE

**STATE OF MAINE**

AS PASSED AT THE  
FIRST REGULAR SESSION  
of the  
ONE HUNDRED AND THIRTEENTH LEGISLATURE  
1987

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state motor vehicle laws and that the Secretary of State shall meet the requirements of the Revisor of Statutes concerning the format of the revision and all technical matters related to computer compatibility; and be it further

**Appointment. Resolved:** That the Secretary of State, notwithstanding any other provision of law, may contract with a person that he determines capable of fulfilling the purpose of this resolve and shall provide supervision and support to that person in the preparation of a proposed revision of the Maine Revised Statutes, Title 29. The Secretary of State shall submit for review the proposal for revision and the name and qualifications of the person contracted to the Joint Standing Committee on Transportation. The Secretary of State, or his designee, shall make and maintain contact with officials and interested parties who have an interest in the revision of the Maine Revised Statutes, Title 29, for the purpose of consultation, review and recommendation. The Secretary of State shall ensure that regular meetings are scheduled for those officials and interested parties to have the opportunity for review. The Secretary of State shall require the person contracted to prepare the revision in such a manner that reviewers can clearly see the difference between existing law and the proposed revisions; and be it further

**Authority and duties of the Secretary of State. Resolved:** That the Secretary of State shall possess the necessary authority to revise the Maine Revised Statutes, Title 29, and present to the Legislature an integrated and consistent motor vehicle code of law. The Secretary of State, in its revision, shall make no substantive changes in the motor vehicle laws; and be it further

**Report to the Legislature. Resolved:** That the Secretary of State present its report and revision of the Maine Revised Statutes, Title 29, to the Joint Standing Committee on Transportation and to the First Regular Session of the 114th Legislature; and be it further

**Allocation. Resolved:** That the following funds are allocated from the Highway Fund to carry out the purposes of this resolve.

	<u>1986-87</u>
<u>LEGISLATURE</u>	
Commission on Revision of Maine Motor Vehicle Laws	
Personal Services	(\$ 1,000)
All Other	(14,000)
Total	<u>(\$15,000)</u>
This deallocation would provide unused funds for the proposed recodification.	

SECRETARY OF STATE

Division of Motor Vehicles

All Other \$33,344

This allocation provides funds for a contractual arrangement to recodify the laws relating to motor vehicles.

; and be it further

**Carrying clause. Resolved:** That funds appropriated for this purpose shall carry forward to fiscal year 1987-88.

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

Effective June 17, 1987.

**CHAPTER 34**

S.P. 480 — L.D. 1443

**Resolve, Authorizing the Sale of Certain Public Reserved Lands.**

**Director of the Bureau of Public Lands authorized to consummate sale. Resolved:** That the Director of the Bureau of Public Lands is authorized to consummate the sale of certain Public Reserved Lands, as provided in the attached agreement with the Little Madawaska Campowners Association, Somerset County, Central Maine Power Company and Parker S. and Irene Laite. Notwithstanding any provisions of the attached agreements, the State shall not convey any land or interest therein which comprises a public road of 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.

Bureau of Public Lands

DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Westmanland

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and ALLEN HUNTER, MAURICE LEVESQUE, GERRY PANGBURN, KEITH MAYNE, and GALEN HATHAWAY, as agents acting on behalf of all those lessees of camplots 1-64 on the Public Reserved Lands in Westmanland, Aroostook County, Maine, as listed in Exhibit A attached hereto (hereinafter referred to collectively as the "Grantees"), in accordance with the provisions of 30 M.R.S.A., §4169 and subject to the following terms and conditions:

1. Subject to the terms hereof, the State shall con-

vey all of its right, title and interest in and to those camplots on the Public Reserved Lands of Westmanland (hereinafter referred to as the "premises"), the approximate area of which is shown on Exhibits B1 through B7 attached hereto, excepting and reserving (a) for administrative purposes and land and timber management a right-of-way along the road now serving Lots 1 through 64, and 50' rights-of-way across the lands behind the original camplots of Lots 14, 24, 41, and 47, and (b) any and all submerged land as may now or hereafter be the property of the citizens of the State of Maine.

2. The conveyance of the camplots forming the premises shall be by deed(s) to the respective lessee or lessees of each camplot, to an association of owners or as the Grantees may otherwise direct. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and the parties to this Agreement do hereby waive all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises.

3. Grantees shall, at the time of closing, pay to the State of Maine the sum of \$227,000.00 by certified or bank check payable to the Treasurer of the State of Maine. The Grantees shall also, prior to closing, arrange and pay for surveys, legal descriptions and deeds for the premises in a form satisfactory to the State.

4. The State shall convey the property by quit-claim deed or deeds without covenant.

5. The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature), unless otherwise determined by mutual agreement of the parties.

6. If for any reason the Grantees 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 of the Bureau. The Grantees understand that this Agreement is not severable and that the entire purchase price will be due and all the terms hereof must be complied with in order for the State to convey any of the lots comprising the premises.

7. The Grantees hereby acknowledge that they have had an opportunity to inspect the property and that they understand and accept the terms of sale as represented herein.

8. The parties hereby acknowledge that legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the 113th regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the regular session in 1987.

9. The Grantees hereby certify that they have full power and authority to act on behalf of all the individual lot owners, as shown in Exhibit A, and that their signature affixed hereto binds all of such lot owners, jointly and severally, to the terms of this Agreement. In the event that any party, including any of those individual lot owners listed in Exhibit A, shall default for any reason, in whole or in part, the Agreement shall be terminated, subject to renegotiation by the Director of the Bureau at his sole discretion.

10. The individual parcels conveyed under authority of this Agreement shall not be further subdivided for any purpose; nor shall more than one residential structure occupy any parcel or lot. Land, which is additional to that within the lots as currently leased, shall be granted for purposes of waste disposal or for the development of outbuildings incidental to the use of the property; provided that all land granted hereunder shall be within the area shown on Exhibits B1 through B7 attached hereto.

11. The Grantees accept the premises and any improvements thereon "as is", and without any representation or warranty as to any of the property, its condition or any matter not explicitly provided for in the Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantees will make all arrangements, at their cost, to secure such approval(s) or permit(s), and the State shall cooperate in connection therewith but without cost to it.

12. 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 GRANTEES:

\_\_\_\_\_  
Robert H. Gardiner, Jr.

\_\_\_\_\_  
E. Allen Hunter  
P.O. Box 665  
Caribou, ME 04736

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Maurice Levesque  
29 Russ Street  
Caribou, ME 04736

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerry Pangburn  
P.O. Box 441  
Washburn, ME 04786

Date: \_\_\_\_\_

\_\_\_\_\_  
Galen Hathaway  
P.O. Box 1106  
Caribou, ME 04736

Date: \_\_\_\_\_

Keith H. Mayne  
 RFD 1, Box 142  
 New Sweden, ME 04762

Date: \_\_\_\_\_

ACKNOWLEDGED: Personally appeared Robert E. Gardiner, Jr. and acknowledged the above to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

ACKNOWLEDGED: Personally appeared E. Allen Hunter, who acknowledged the foregoing instrument by him signed to be his free act and deed.

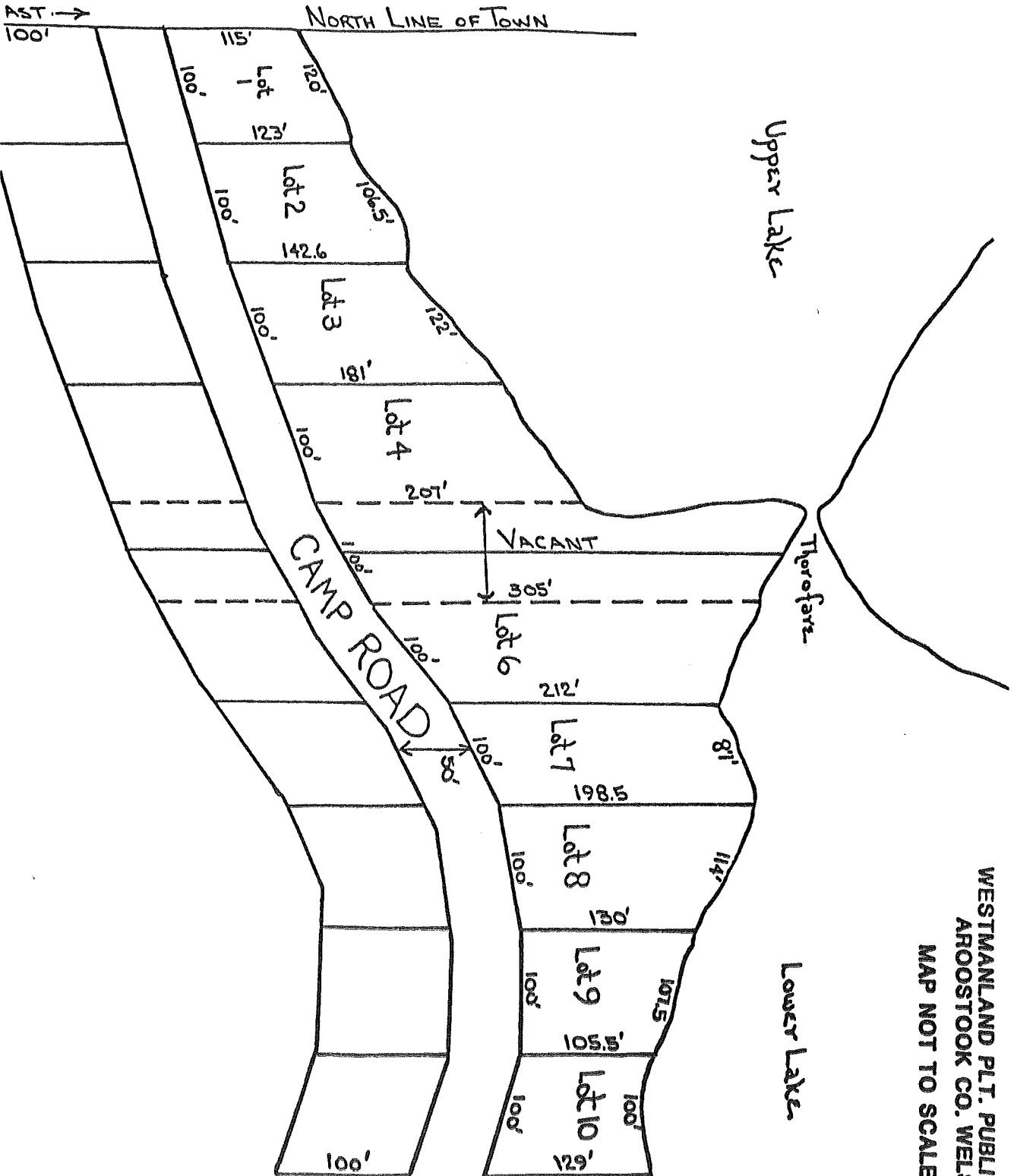
Bruce F. Lincoln  
 Notary Public  
 My Commission Expires:  
 5/2/91

Notary Public  
 My Commission Expires:  
 11/3/90

Date: \_\_\_\_\_

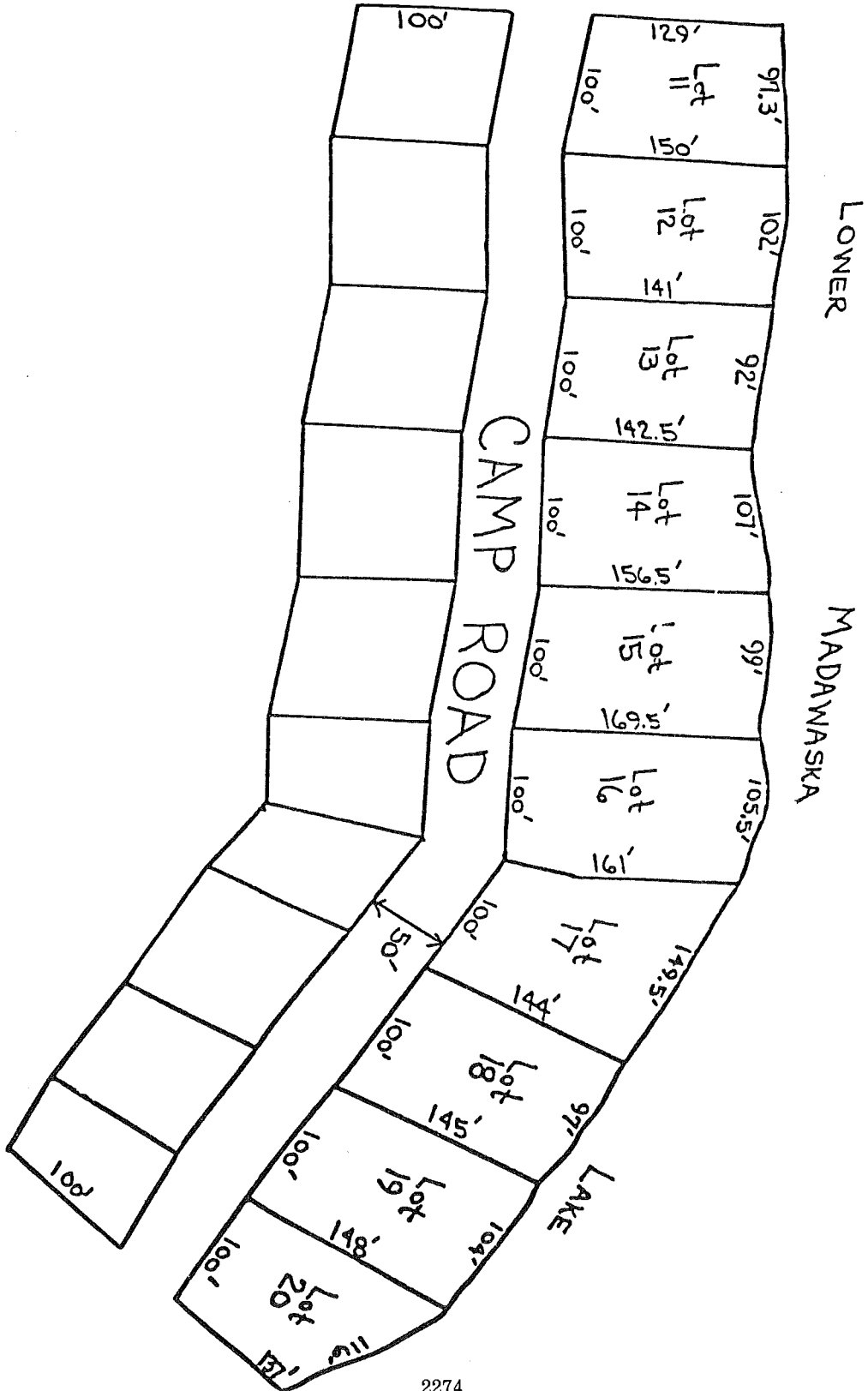
EXHIBIT A

- |                         |                        |
|-------------------------|------------------------|
| 1. Michael Doody        | 33. Deleen Johnson     |
| 2. Milo Haney           | 34. Roger Fosdick      |
| 3. Reginald LaChance    | 35. Lawrence Beaulieu  |
| 4. Tim Cullins          | 36. Parish Lane        |
| 5. Vacant               | 37. Vivian Brown       |
| 6. Roger Simon          | 38. Lloyd Grant        |
| 7. William Bishop       | 39. Mary White         |
| 8. Kenneth Gordon       | 40. Wesley Smith       |
| 9. Vincent Sjoberg      | 41. Dweight Flewelling |
| 10. Robert Grossenbauch | 42. James Wheatherhead |
| 11. Jere Green          | 43. Harold Ouellette   |
| 12. Donald Towle        | 44. Paul Pohlman       |
| 13. Dale Holms          | 45. " " " "            |
| 14. Edgar Doak          | 46. Robert Fitzgerald  |
| 15. Eldon Michael       | 47. Maurice Monson     |
| 16. Raymond Peterson    | 48. Joseph Lagasse     |
| 17. Eugene Alward       | 49. Loretta Woods      |
| 18. Charles McLaughlin  | 50. Jerry Pelletier    |
| 19. Albert Boyce        | 51. Keith Mayne        |
| 20. Neta LaChance       | 52. Galen West         |
| 21. Loomis Fitzherbert  | 53. William Stedt      |
| 22. Mabel Kennedy       | 54. Adrain Ostlund     |
| 23. Gerry A. Pangburn   | 55. John Hotelling     |
| 24. Lawrence Johnson    | 56. Wendell Caverhill  |
| 25. Murray Duncan       | 57. Edward Ouellette   |
| 26. Jack Flynn          | 58. Gary Cleaves       |
| 27. Winston Marshall    | 59. Linwood Lord       |
| 28. Helen Carlson       | 60. Mrs. Olive Beaton  |
| 29. Warren Rockwell     | 61. Sam Rogers         |
| 30. Howard Williams     | 62. Maurice Levesque   |
| 31. Carl Sjoberg        | 63. Norman Beaupre     |
| 32. John Nazzaro        | 64. Allen Hunter       |



WESTMANLAND PLT., PUBLIC LOT  
 AROOSTOOK CO., WELS  
 MAP NOT TO SCALE

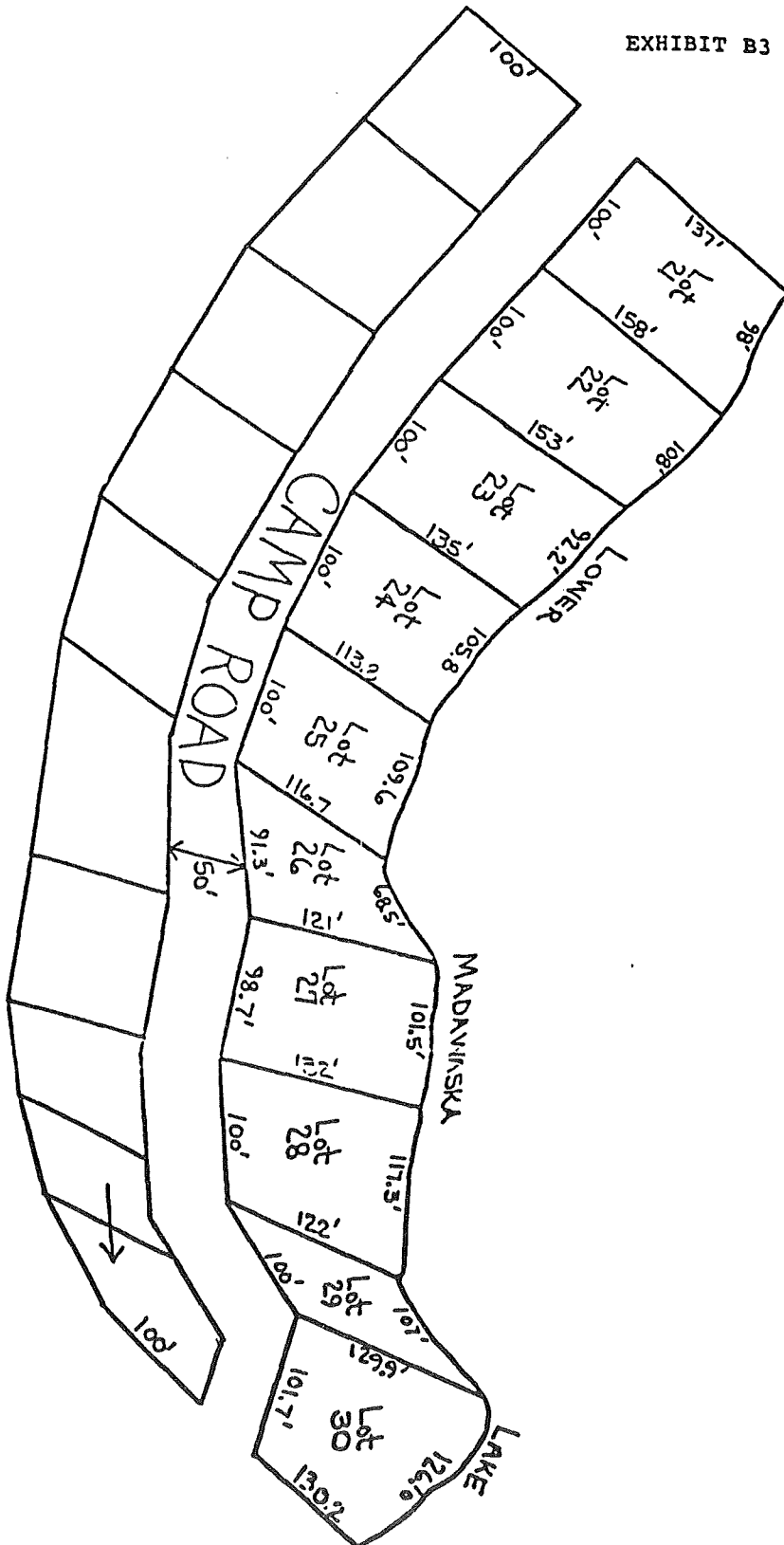
EXHIBIT B2



WESTMANLAND PLT. PUBLIC LOT  
AROOSTOOK CO. WELS  
MAP NOT TO SCALE

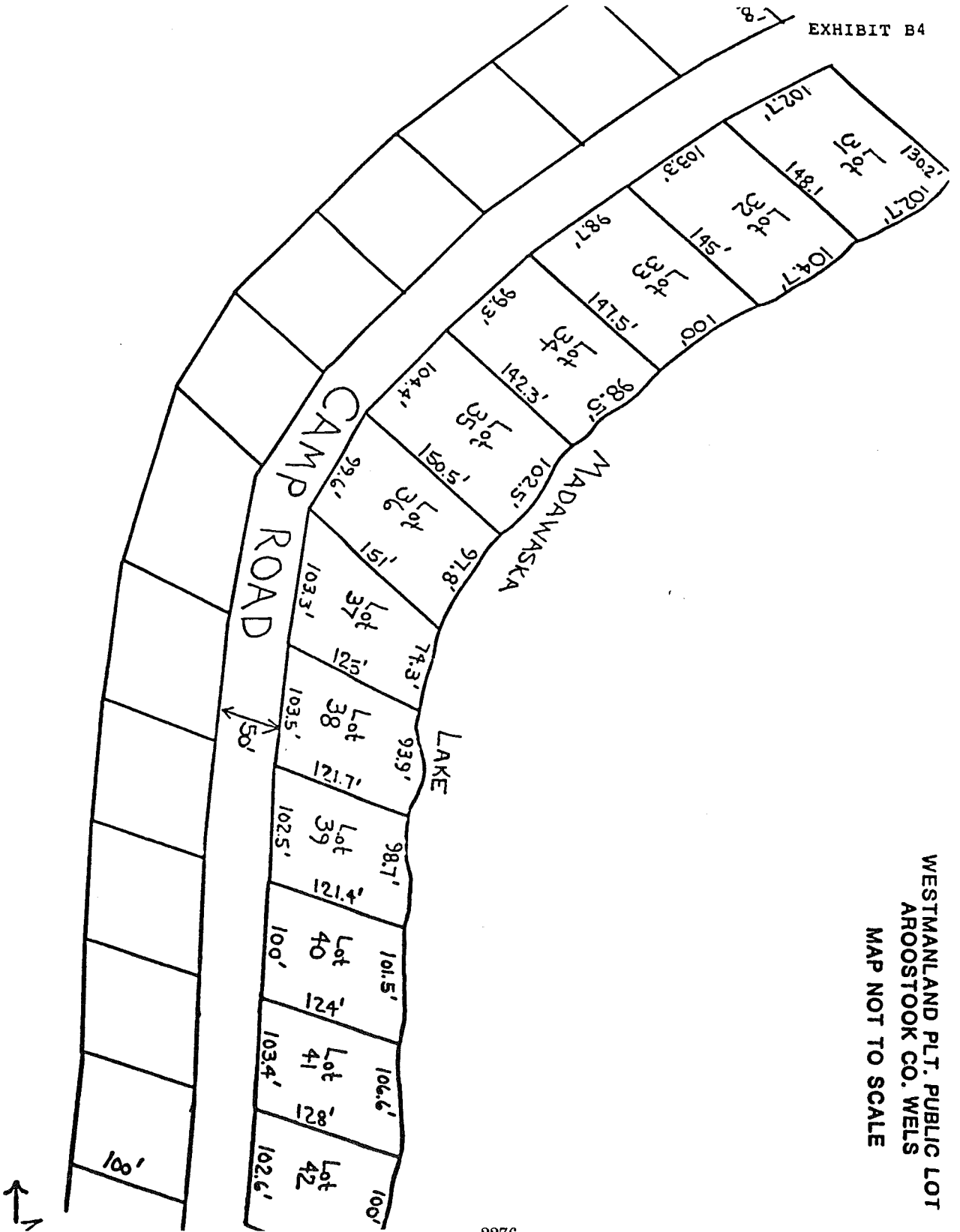


EXHIBIT B3



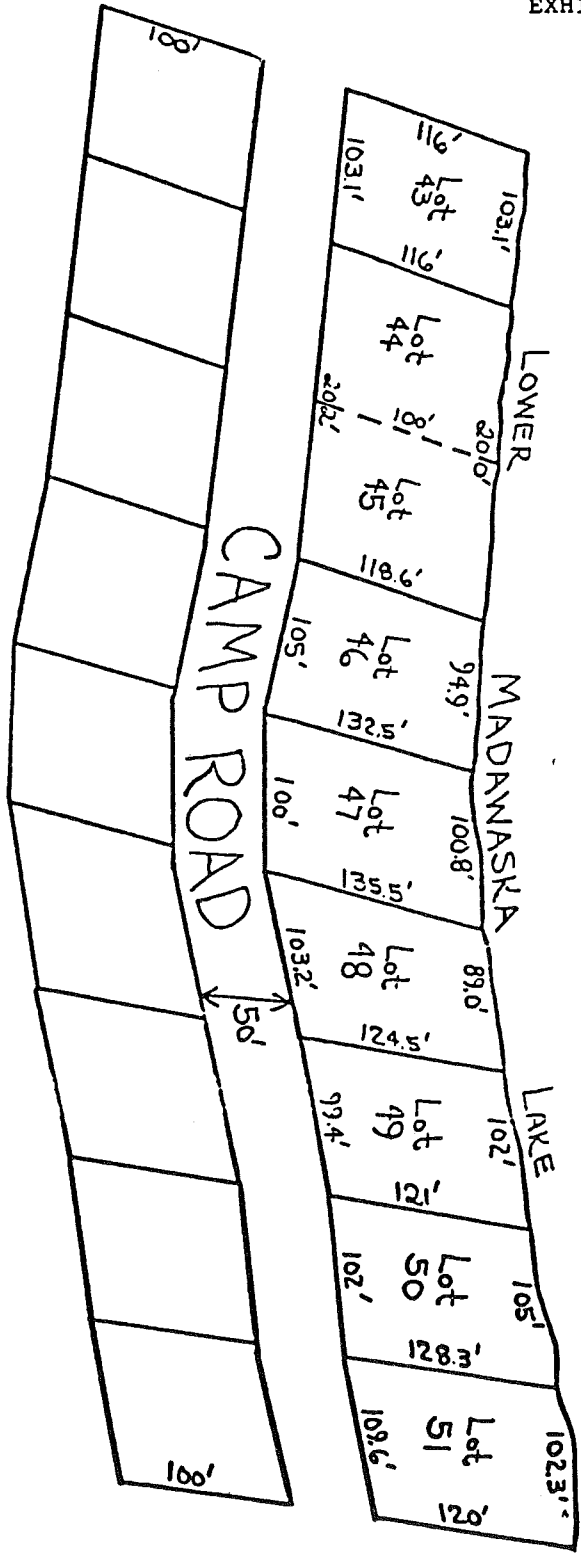
WESTMANLAND PLT. PUBLIC LOT  
 AROOSTOOK CO. WELS  
 MAP NOT TO SCALE

EXHIBIT B4



WESTMANLAND PLT. PUBLIC LOT  
 AROOSTOOK CO. WELS  
 MAP NOT TO SCALE

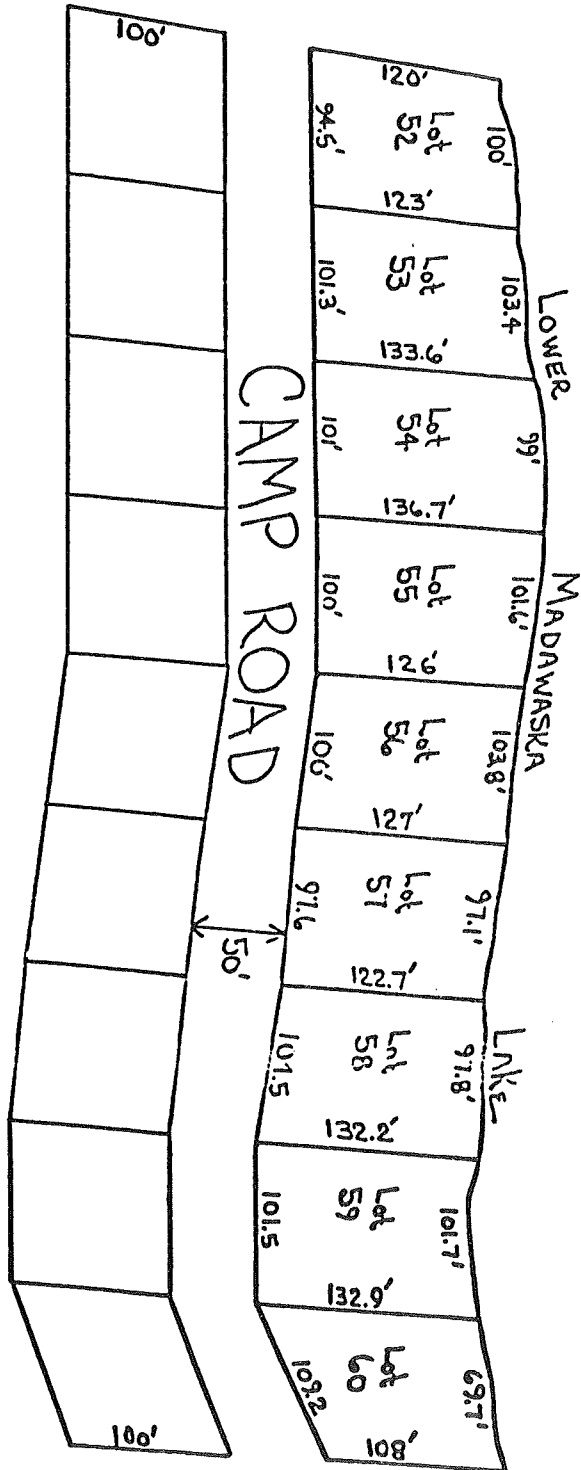
EXHIBIT B5



WESTMANLAND PLT. PUBLIC LOT  
 AROOSTOOK CO. WELS  
 MAP NOT TO SCALE



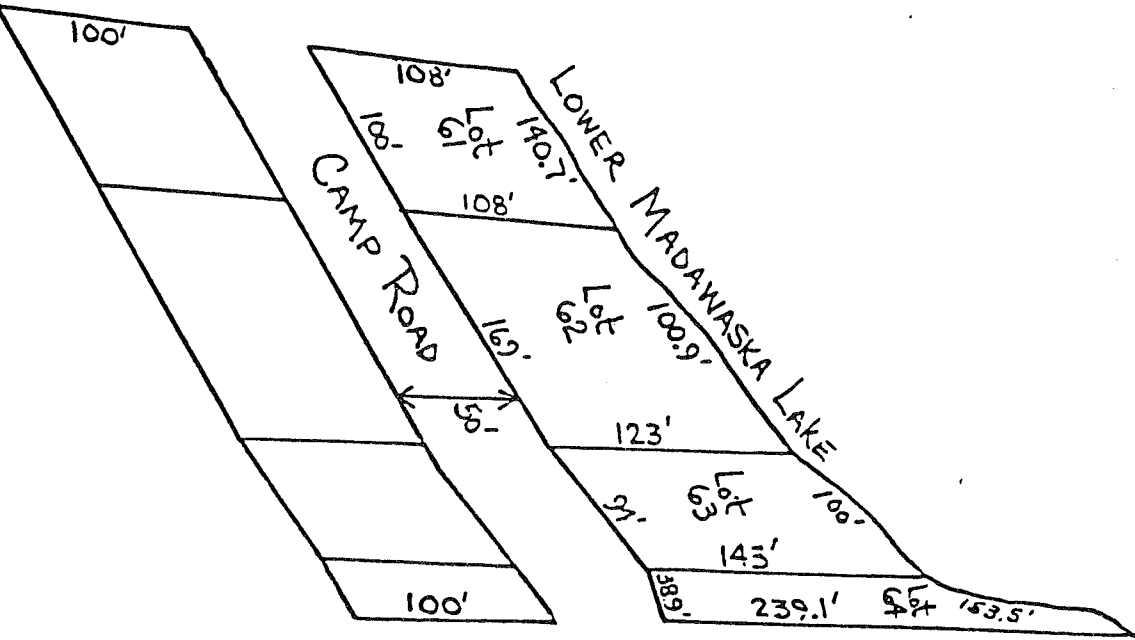
EXHIBIT B6



WESTMANLAND PLT. PUBLIC LOT  
 AROOSTOOK CO. WELS  
 MAP NOT TO SCALE

N

EXHIBIT B7



WESTMANLAND PLT. PUBLIC LOT  
AROOSTOOK CO. WELS  
MAP NOT TO SCALE

Bureau of Public Land  
DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT

Skowhegan

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation (hereinafter referred to as the "State"), and Charles J. Carpenter, Chairman of the Somerset County Commissioners, as an agent acting on behalf of the County of Somerset (hereinafter referred to as the "Grantee"), in accordance with the provisions of 30 MRSA ss 4169 and subject to the following terms and conditions:

(1) Subject to the terms hereof, the State shall convey all of its right, title and interest in and to those two buildings and lot on the Public Lands of Skowhegan (hereinafter referred to as the "premises"), as described in Exhibit A, the approximate location of which is shown on Exhibit B attached hereto.

(2) The conveyance of the buildings and lot forming the premises shall be by deed to the County of Somerset. No further obligation of the State of Maine, expressed or implied, is contained in this Agreement; and the County does hereby waive all claims or causes of action against the State of Maine, its agents or employees, relating to its or their management, ownership or administration of the premises.

(3) Grantee shall at the time of closing, pay to the State of Maine the sum of \$7,800 by certified or bank check payable to the Treasurer of the State of Maine. The Grantee shall also, prior to closing, arrange and pay for a survey, legal description and deed for the premises in a form satisfactory to the State.

(4) The State shall convey the property by quitclaim deed without covenant.

(5) The date of closing shall be within 30 days following the effective date of legislation authorizing this sale (the effective date is 90 days following adjournment of the Legislature.)

(6) 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 of the Bureau.

(7) 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 property and the terms of sale as represented herein.

(8) The parties hereby acknowledge that Legislative authority is necessary to permit the terms hereof to be performed by the State, and that this Agreement, therefore, is made contingent upon the granting of such authority. In the event that the 113th regular session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of legislative adjournment of the regular session in 1987.

(9) The Grantee hereby certifies that he has full power and authority to act on behalf of the County and that his signature affixed hereto binds the County to the terms of this agreement. In the event the County shall default for any reason, in whole or in part, the agreement shall be terminated, subject to renegotiation by the Director of the Bureau at his sole discretion.

(10) The Grantee accepts the premises and any improvements thereon "as is", and without any representation or warranty as to any of the property, its condition or any matter not explicitly provided for in this Agreement. If any approval or permit of any governmental entity is necessary to the conveyance of the premises as provided for herein, the Grantee will make all arrangements, at its cost, to secure such approval(s) or permit(s), and the State shall cooperate in connection therewith but without cost to it.

(11) 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.  
Director  
Bureau of Public Lands

Charles J. Carpenter  
P.O. Box 400  
25 Madison Avenue  
Skowhegan, Maine 04976

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

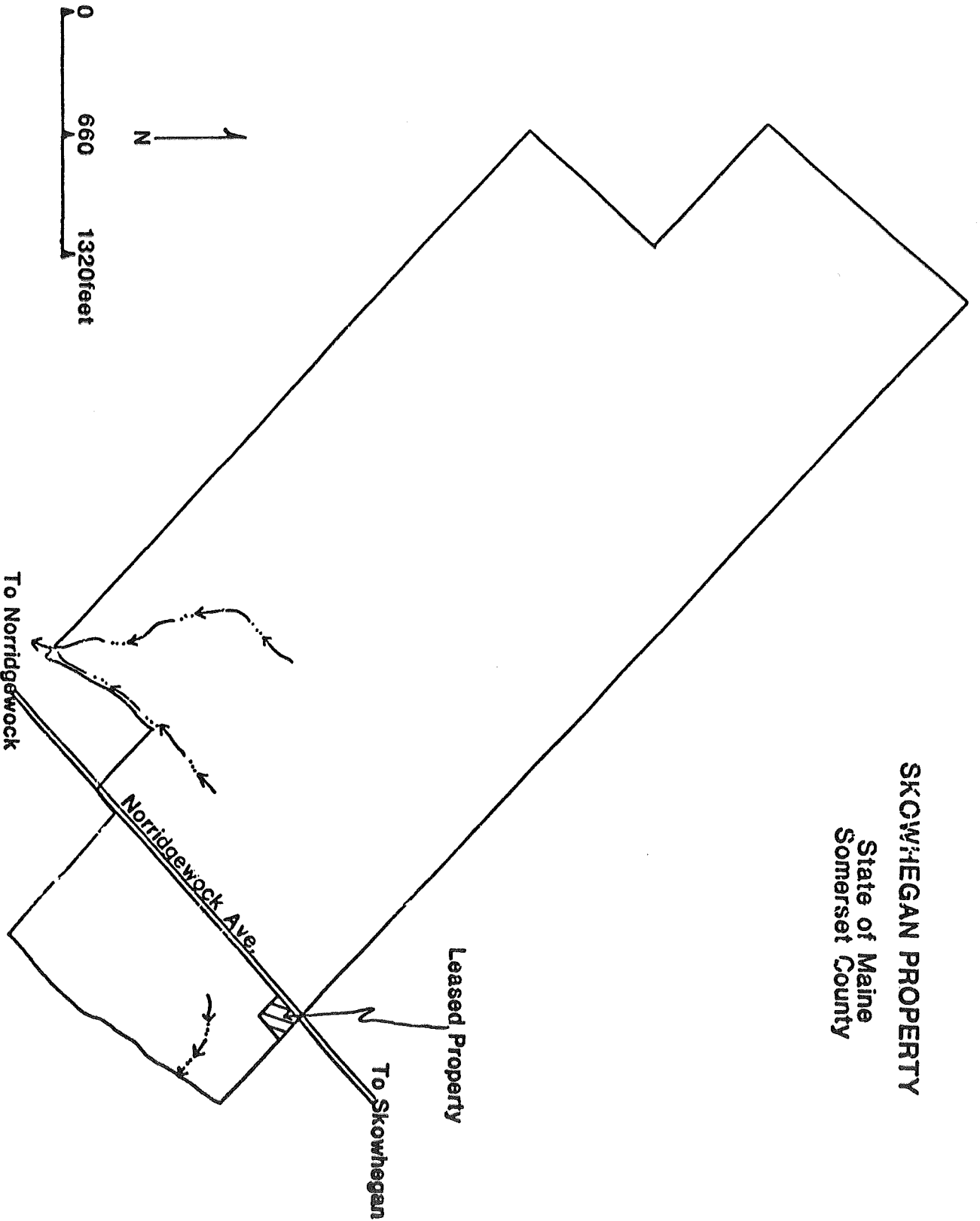
EXHIBIT "A"

A portion of the Skowhegan Public Lot with two buildings thereon, said parcel being approximately 150 feet by 125 feet. Said parcel lies with one 150 foot side abutting on the southeasterly side of Norridgewock Avenue and one 125 foot side abutting the northeasterly boundary of the Public Lot as shown in Exhibit "B".

**EXHIBIT B**

**SKOWHEGAN PROPERTY**

State of Maine  
Somerset County



PURCHASE AND SALES AGREEMENT

This Agreement is made this day of \_\_\_\_\_, 1987, 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 CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at Augusta, Maine, hereinafter referred to as "CMP".

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

1. State agrees (a) to convey to CMP all of its right, title and interest in the property described in Exhibit A attached hereto and incorporated herein reserving the limited right to cross or recross with men and equipment the lands and interests conveyed herein from and to the proximal, adjacent, or contiguous lands owned by the State, now or in the future, in whole or in part, for purposes reasonably related to the State's land management, commercial forestry, or similar activities therein; provided that such rights shall not unreasonably interfere with CMP's use of the land conveyed to it; (b) to convey to CMP perpetual right to flow the State's lands between the 955 and 960 foot U.S.G.S. Datum contour elevation in T 1, R 7 BKP WKR and T 1, R6 BKP WKR for purposes of operating the so called Harris Station dam; and (c) to deliver to CMP the separate Release and Covenant Not to Sue agreement in the terms provided in Exhibit B attached hereto and incorporated herein.

2. CMP agrees to pay to the State the sum of one hundred eighty-eight thousand, seven hundred fifty-five dollars (\$188,755.00) for the properties and rights described above and in Exhibit A attached hereto and incorporated herein, and for the settlement of all claims that the State may have against CMP or CMP's contractors, agents, employees, and all other entities with which CMP 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, harvesting of wood, removal of gravel or other resources, or any other acts occurring on, or with respect to the properties described above. In addition, CMP agrees to convey any and all right, title and interest in the following Public Lots of the State, including without limitation timber and grass rights: T 1, R 6 BKP EKR (Indian Stream), T 1, R 7 BKP WKR (Sapling) and T 1, R 8 BKP WKR (Chase Stream), except the property and flowage rights covered by paragraph 1 above.

3. 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 instruments

of conveyance and the purchase money 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 conveyance of lands by the State upon the terms contained in this Agreement and (b) the effective date of approval of the terms of this Agreement by CMP. In the event that the State does not enact legislation by July 1, 1987 authorizing the sale of Lands, or if CMP does not approve this Agreement 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.

4. The State shall not engage in any activity or execute any instrument which would result in the creation of any further lease, right of way, easement, lien, or encumbrance relating to the lands to be conveyed to CMP hereunder during the term of this Agreement, without the express written consent of CMP.

5. During the term of this Agreement, the cutting of timber on the lands to be conveyed to CMP hereunder may be continued by the State in accordance with good commercial forestry practice, upon prior approval from CMP. Within sixty (60) days after the Closing Date, CMP shall be paid by the State or its designee, at rates prevailing at the time of such operations, for all timber cut and sand and gravel removed from such lands on or after March 1, 1987.

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

7. CMP shall be responsible at its own expense for such title examination as CMP wishes to conduct. In the event of any title objections, CMP shall give the State written notice thereof at least ten (10) days prior to the Closing Date, and the State 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 that such objections cannot reasonably be resolved within this limitation, CMP shall have the right to take such title as the State has to give, or to terminate this Agreement without further right or liability of either party hereunder.

8. Rental payments on all leases, mineral leases or mineral exploration permits on the lands to be conveyed hereunder shall be prorated as of the Closing Date. If either party then or thereafter 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.

9. The State shall deliver full possession of the lands to be conveyed hereunder to CMP at the time of closing.



10. In the event that a substantial part of the standing timber on the lands to be conveyed hereunder is destroyed by fire, wind or other casualty before the Closing Date, CMP may elect not to accept such lands in which event closing shall be postponed and the State agrees to use its best efforts to find mutually acceptable substitute lands for that portion of the lands on which the timber was so destroyed. If the State fails 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%) or more of the volume of merchantable standing timber.

11. With respect to any leases existing on the lands to be conveyed by the State, the parties agree that as of the Closing Date CMP shall be entitled to all benefits of such leases arising after the Closing Date and shall assume all obligations and hold the State harmless from any claims and obligations arising after the Closing Date; and the State shall be entitled to all benefits of the lands to be conveyed, arising prior to the Closing Date and shall hold CMP harmless from any claims and obligations arising prior to the Closing Date.

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

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

14. Either party may cancel this Agreement, or extend the Closing Date, at any time before the instruments of purchase and sale 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  
By \_\_\_\_\_  
Its Director  
Bureau of Public Lands  
CENTRAL MAINE POWER COMPANY  
By \_\_\_\_\_  
President  
Central Maine Power Co.

EXHIBIT A

STATE PUBLIC LANDS TO  
CENTRAL MAINE POWER CO.

<u>TRACT</u>	<u>ACRES +/-</u>
1. T 1, R 4 BKP WKR (Bowtown)	585
2. T 1, R 6 BKP EKR (Indian Stream)	124.75
3. T 1, R 7 BKP WKR (Sapling) — Lands below the 955 foot U.S.G.S. Datum contour elevation.	46
4. T 1, R 6 BKP WKR (Chase Stream) — Lands below the 955 foot U.S.G.S. Datum contour elevation	86

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 A of this Agreement is excepted and reserved to the State.

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, 1987.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

WITNESS: \_\_\_\_\_  
RELEASOR: \_\_\_\_\_  
STATE OF MAINE  
By its Commissioner  
Department of Conservation

EXHIBIT B  
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 Central Maine Power Company, a Maine corporation with a place of business at Augusta, Maine, its successors and assigns, affiliates, lessees, contractors and all other entities 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 "CMP") 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), 1987 (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 CMP, 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 CMP may be found to be responsible.

State hereby covenants not to sue CMP 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 CMP, 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.

Bureau of Public Lands  
 DEPARTMENT OF CONSERVATION

PURCHASE AND SALES AGREEMENT  
 Beech Street, Camden — Map No. 34, Lot No. 35

This agreement is by and between the State of Maine, acting through its Bureau of Public Lands, Department of Conservation, and Parker S. Laite and Irene F. Laite of Camden, Maine (Grantee) in accordance with the provisions of 12 M.R.S.A. ss 553.

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

1. The State of Maine shall convey all of its right, title and interest in and to a parcel of Public Land, consisting of 0.29 acres +/-, located in Camden, Maine and designated as Lot No. 35 on the attached map (Exhibit A).
2. The Grantee shall accept the property as conveyed, subject to all terms and conditions as outlined herein.
3. The State shall convey this property by quitclaim deed without covenant. If the Seller does not have good and marketable title to the property, Buyer may terminate this agreement and Seller shall refund to the Buyer any earnest money deposit received from Buyer prior to closing.
4. All outstanding property taxes against the property shall be paid by the State before the time of closing.
5. The date of closing shall be within 30 days following the effective date of legislation authorizing this sale and conveyance (120 days following adjournment).
6. At closing, the Grantee shall pay to the State the sum of \$5,151 as stated in his bid of April 8, 1987, less ten percent (\$515) of the purchase price, said ten percent to be an earnest payment due upon execution of this Agreement.
7. The Grantee or his authorized agent shall have until April 29, 1987 to sign this agreement.
8. If, for any reason, the Grantee fails to meet the terms of this agreement or otherwise fails to complete this contemplated transaction, the State shall retain the ten percent earnest payment as liquidated damages, this agreement shall be terminated and the State may proceed to consummate the sale with another party bidding on the property.
9. 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 property and the terms of sale as represented herein.
10. 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 regu-

lar session of the Legislature does not approve legislation authorizing this sale, this Agreement shall terminate on the date of Legislative adjournment and the 10% earnest money shall be returned to the Grantee, unless otherwise agreed by the parties.

11. 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

ROBERT GARDINER, Jr. DATE  
Director  
Bureau of Public Lands

FOR THE GRANTEE

PARKER S. LAITE DATE  
Belfast Road  
Camden, Maine 04843

IRENE LAITE DATE

ACKNOWLEDGED: \_\_\_\_\_ DATE

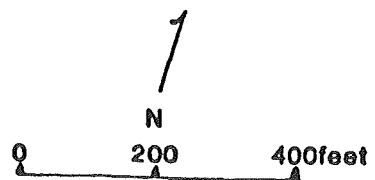
ACKNOWLEDGED: \_\_\_\_\_ DATE

CAMDEN

EXHIBIT A



LOT 35 - Land conveyed from State of Maine to Parker S. and Irene Laite



Effective September 29, 1987.

**CHAPTER 35**

H.P. 1317 — L.D. 1801

**Resolve, to Authorize Extending the Issuance of Certificates of Good Standing to September 1, 1987.**

**Emergency preamble.** Whereas, Acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the Maine Revised Statutes, Title 13-A, section 1301, subsection 3 and Title 13-B, section 1301, subsection 4, require that annual and biennial reports be filed by June 1st; and

Whereas, corporations frequently have need of certificates of good standing in the course of conducting their businesses and obtaining suitable financing; and

Whereas, it has become necessary to extend the date to September 1st for the sole purpose of issuing certificates of good standing in 1987; 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

**Filing date for corporation reports. Resolved:** That notwithstanding the provisions of the Maine Revised Statutes, Title 13-A, section 1301, subsection 3, and Title 13-B, section 1301, subsection 4, the date for filing annual or biennial corporation reports shall be considered to be September 1st for the sole purpose of issuing certificates of good standing in 1987 only.

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

Effective June 17, 1987.

**CHAPTER 36**

H.P. 1264 — L.D. 1728

**Resolve, Reimbursing Certain Municipalities on Account of Taxes Lost Due to Lands being Classified under the Maine Tree Growth Tax Law.**

**Emergency preamble.** Whereas, Acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, certain municipalities have been reimbursed 75% of the tax loss pursuant to the Maine Revised Statutes, Title 36, section 578, and there remains money due these municipalities; and

Whereas, certain municipalities currently need the remaining reimbursement funds due to the taxes lost; and

Whereas, 95 municipalities did not meet the 1986 municipal valuation return filing date or did not achieve the minimum assessment ratio as required by the Maine Revised Statutes, Title 36, section 327, the Legislature hereby allocates the remaining appropriation, after paying proper claims among these 95 municipalities; thus they will receive 80.476% of their claim; 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

**Reimbursements to be paid to certain municipalities. Resolved:** That the following designated municipalities be reimbursed for the sums indicated totaling \$204,256.71 under the provisions of the Maine Tree Growth Tax Law pursuant to the Maine Revised Statutes, Title 36, section 578, subsection 1:

Androscoggin County	1986
Auburn	\$ 28.16
Durham	153.82
Greene	13.13
Leeds	109.73
Lewiston	9.56
Lisbon	134.32
Livermore	116.25
Livermore Falls	112.42
Mechanic Falls	70.35
Minot	421.05
Poland	123.04
Sabattus	28.76
Turner	150.45
Wales	9.64

## Aroostook County

Allagash	2,382.73
Amity	561.04
Ashland	880.09
Bancroft	2,392.07
Benedicta	256.09
Bridgewater	141.26
Caribou	7.99
Cary Plantation	54.79
Castle Hill	119.60
Caswell	241.88
Chapman	238.61
Crystal	285.45
Cyr Plantation	485.29
E Plantation	425.25