

# 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  
SECOND REGULAR SESSION  
of the  
ONE HUNDRED AND THIRTEENTH LEGISLATURE  
1987

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Transfer from Capital Reserve — Bridges	50,000
Transfer from Community Corrections Funds	149,800
Total Available Credits	1,021,612
Amount to be raised by taxation	\$1,763,132

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

Effective April 20, 1988.

## CHAPTER 104

S.P. 996 — L.D. 2632

### RESOLVE, Authorizing Exchange of Certain Public Reserved Land.

Director of the Bureau of Public Lands authorized to consummate the exchange of certain Public Reserved Lands. **Resolved:** That the Director of the Bureau of Public Lands is authorized to consummate the exchange of certain Public Reserved Land contemplated by the agreement dated April 1, 1988, between the State of Maine and Prentiss and Carlisle Company, Inc., upon terms and conditions set forth in the agreement, including the exhibits and addenda thereto, the agreement being attached hereto and incorporated herein for all purposes. Any and all land acquired by the State under this authority shall be for all purposes, Public Reserved Land of the State. Notwithstanding any provisions of the attached agreement, the State shall not convey any land or interest therein which comprises a public road or great pond.

#### AGREEMENT

This Agreement is made this 1st day of April, 1988, by and between the State of Maine, in its sovereign capacity, in its sovereign capacity as trustee of the public lands of the State of Maine, and in its sovereign capacity on behalf of all municipalities and other subdivisions of the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, hereinafter referred to as the "State," and Prentiss & Carlisle Company, Inc., a Maine corporation with a place of business at 107 Court Street in Bangor, Penobscot County, Maine, hereinafter referred to as "P & C."

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

1. P & C agrees to (a) exchange with the State all of its right, title and interest in the property located in Township 9 SD which is shown in blue on a survey of Donnell Pond, Patten Auction and Land Corporation, dated July 15, 1987, by Herrick & Salsbury, Inc., Land Sur-

veyors, Ellsworth, Maine, a copy of which is attached hereto as Exhibit A attached hereto and incorporated herein and in Township 12 Range 13 W.E.L.S. (hereinafter sometimes collectively referred to as the "Property") and (b) pay to the State the sum of Two Hundred Thousand Dollars (\$200,000).

It is expressly understood and agreed that approximately 343.6 acres located in the northwest portion of P & C's ownership in Township 9 SD, which acreage is shown in yellow on the aforesaid survey attached hereto as Exhibit A, which acreage is excluded from the lands to be exchanged with the State.

At the time of the closing of the exchange with the State, P & C shall grant to the State of Maine, Bureau of Public Lands, a conservation easement, the terms of which shall be mutually acceptable to the parties, burdening the 343.6 +/- acres (hereinafter the "protected property"). This easement shall include conditions and restrictions limiting the subdivision of the protected property to no more than eight lots and providing for other limitations on use, permitted structures, surface alterations, clearing and timber harvesting, as well as provisions for enforcement of the conservation easement by the easement holder.

The conservation easement shall include the essence of the following points as mutually agreed among the parties:

- a. The protected property shall not be subdivided into more than eight (8) lots;
- b. All permitted structures shall be set back at least 150 feet from the shore and the height of any permitted structure shall not exceed 35 feet;
- c. That the development or use of the protected property shall be reasonably compatible with the natural and scenic features of the area;
- d. No commercial uses shall be permitted which have exterior manifestations which materially affect the purposes of the conservation easement;
- e. That no structures may be allowed within that area on Norway Point which is south of the line shown on the map which is attached as Exhibit D hereto and hereby incorporated herewith;
- f. That the conservation easement shall prohibit dredging, mining, drilling or removal of gravel or minerals;
- g. That the conservation easement shall contain limitations on timber harvesting and the removal of vegetation within 500 feet of the shore.

The conservation easement shall specifically provide that it shall burden the protected property, subject to termination if that portion of the property (located in

Township 9, SD) being conveyed to the State pursuant to this Agreement is developed, sold, leased, or managed for any purpose other than for conservation, forest and wildlife management, or public recreation. Any conditions or rights existing as of the date of this Agreement with respect to the property to be acquired by the State, including without limitation, those relating to a camp located on the property, a satellite dish and a ramp shown as an insert on Exhibit A, shall not be deemed to be event(s) terminating the conservation easement. A copy of the proposed conservation easement shall be provided to the State for its review and approval at least twenty (20) days prior to closing.

2. The State agrees to exchange with P & C, its successors and assigns, all of its right, title and interest in the property described in Exhibit C attached hereto and incorporated herein.

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

4. The term of this Agreement shall commence on the day after the date of this Agreement and 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 thirty (30) 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 May 1, 1988, this Agreement shall terminate on that date. However, the term of this Agreement may be 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. There shall be no cutting of timber on the Lands during the term of this Agreement, except for Township 12, Range 13 W.E.L.S. The cutting of timber of Township 12, Range 13 W.E.L.S. may be continued in accordance with good commercial forestry practice. Within sixty (60) days after the Closing Date, P & C shall pay to the State, P & C's pro-rata share, at going rates, for all timber cut and sand and gravel removed from Township 12, Range 13 W.E.L.S. on or after March 31, 1988.

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 exchanged. The deeds will not grant rights to cross and recross, each party being satisfied that it has access to the properties acquired under the Agreement without the granting of additional right of access. Provided, however, that the deeds shall convey all existing rights-of-way appurtenant to or otherwise used for access to the property to be conveyed.

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

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

10. Each party shall be responsible at its own expense for such title examination as that party wishes to conduct. In the event of title objections prior to the Closing Date, the objecting party shall give the other party written notice thereof at least ten (10) days prior to the Closing Date; and the other party shall use its best efforts to remove or resolve the objections within a reasonable period of time. Title defects or objections shall not include rights-of-way, easements or leases, which do not materially interfere with the use or value of the property for commercial forestry purposes or recreational purposes.

11. 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.

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

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

14. In the event that a substantial part of the standing timber on the entire Lands of either party is destroyed by fire, wind or other casualty (not including budworm damage) before the Closing Date, the Grantee may elect not to accept such Lands, in which event closing shall be postponed and both parties agree to use their best efforts to find mutually acceptable substitute lands for that portion of the Lands on which the timber was so destroyed. If the parties fail to find mutually acceptable substitute lands within ninety (90) days of such de-

struction, this Agreement shall terminate. For the purpose of this paragraph, "substantial" shall be deemed to mean five percent (5%) of the volume of merchantable standing timber.

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

16. 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.

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

18. The transaction which is the subject of this Agreement is, in part, a like kind exchange of certain lands more particularly described herein. Where the context permits, the terms "convey" and conveyance", as used herein, refer to the deeds necessary to convey the interests of the respective parties to accomplish the like kind exchange of lands.

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

/s/ Edward D. Leonard III

By /s/ R. R. LaBonta  
Its Commissioner of  
Conservation  
PRINT OR TYPE NAME AS SIGNED:  
R. R. LaBonta

/s/ Thomas C. Doak

By /s/ C. Edwin Meadows, Jr.  
Its Director, Bureau of  
Public Lands  
PRINT OR TYPE NAME AS SIGNED:  
C. Edwin Meadows, Jr.

PRENTISS & CARLISLE  
COMPANY, INC.

/s/ Edward D. Leonard III

By /s/ David M. Carlisle  
Its President  
PRINT OR TYPE NAME AS SIGNED:  
David M. Carlisle

EXHIBIT A

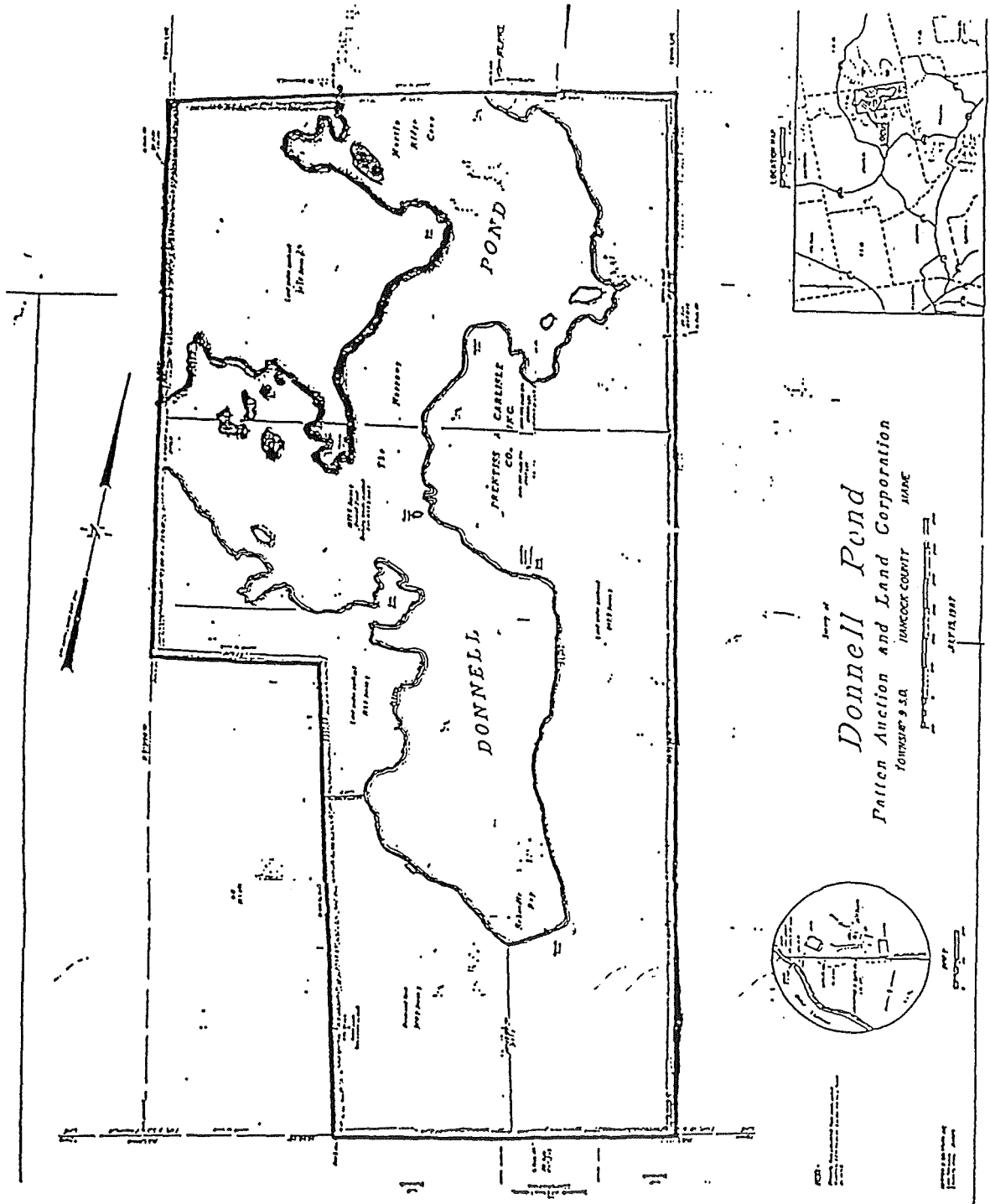


EXHIBIT B  
P & C to STATE

<u>Township</u>	<u>Acres</u>	<u>L/U</u>
"Reserved land" Township 9 SD*	300.2	L
"Land under contract" Township 9 SD	195.8	L
"Land under contract Township 9 SD	962.5	L
Township 12 Range 13 W.E.L.S.	281.0	U
TOTAL	<u>1739.5</u>	

\*All parcels in Township 9 SD are shown on Survey of Donnell Pond, Patten Auction and Land Corporation, dated July 15, 1987, by Herrick & Salsbury, Inc., Land Surveyors, Ellsworth, Maine, a copy of which is attached hereto. Acreage figures are approximate.

It is expressly understood and agreed only the parcels identified above are to be exchanged and all other land owned by P & C in Township 9 SD shall be excluded from the lands to be exchanged with the State.

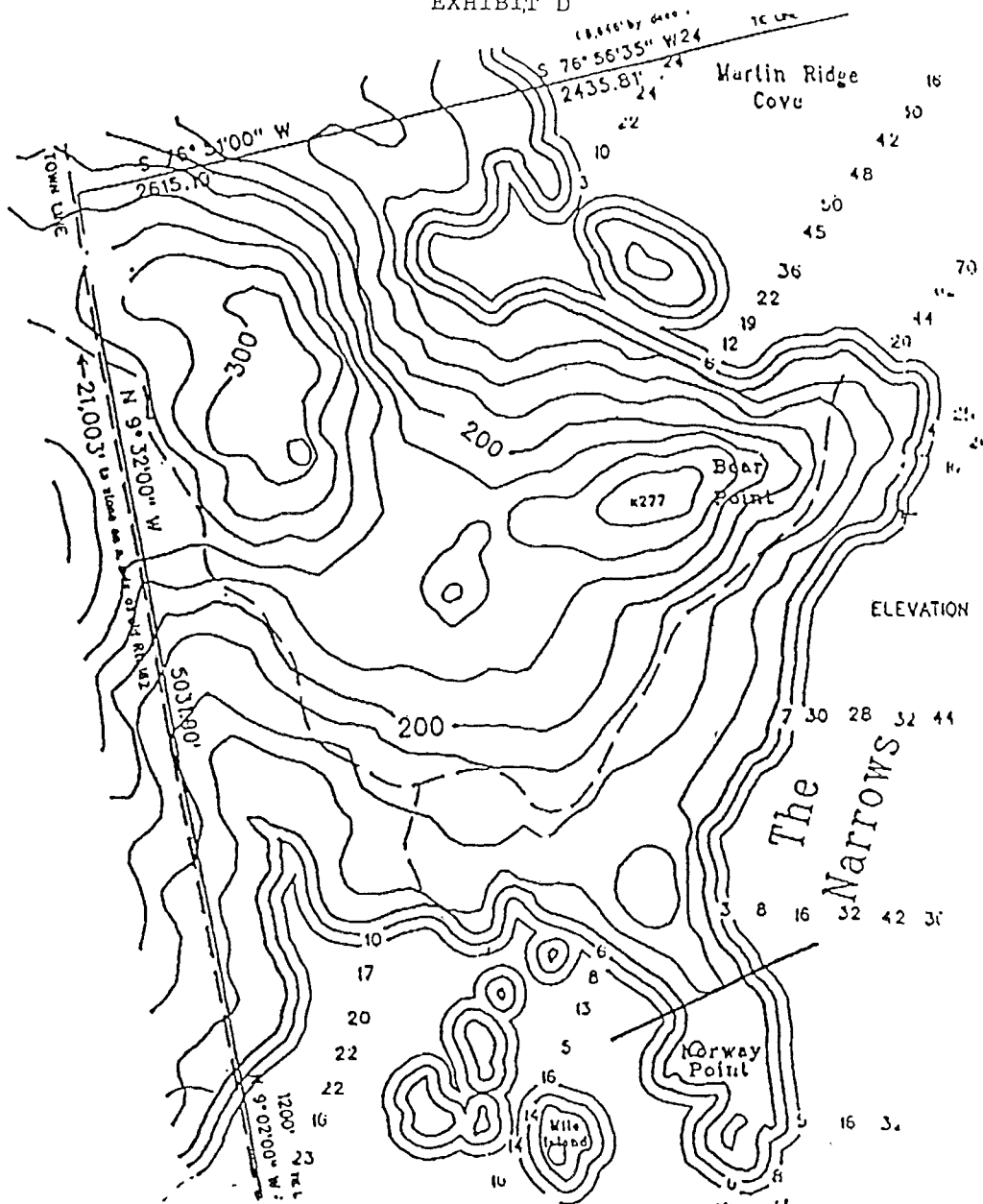
EXHIBIT C  
STATE to P & C

<u>Township</u>	<u>Acres</u>	<u>L/U</u>
Township 3 ND	8047	L
Grand Falls	2093	L
Silver Ridge	498	L
Township 3 Range 7 W.E.L.S.	750	L
TOTAL	<u>11,388</u>	

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 D



Prepared jointly by: **LANDMARK Technologies, Inc.**  
 7777 Bayberry Road  
 Jacksonville, FL 32216  
 (904) 730-0321

and: **LANDMARK Applied Technologies, Inc.**  
 Outer Central Street  
 HCR 78, Box 32  
 Bucksport, ME 04416  
 (207) 469-6070

August, 1987

; and be it further

**Director of the Bureau of Public Lands Authorized to consummate the exchange of certain Public Reserved Land. Resolved:** That the Director of the Bureau of Public Lands is authorized to consummate the exchange of certain Public Reserved Land as contemplated by the agreement dated April 1, 1988, between Diamond Occidental Forest Inc. and the State of Maine, upon terms and conditions set forth in the agreement, including the exhibits and addenda thereto, the agreement being attached hereto and incorporated herein for all purposes. Any and all land acquired by the State under this authority shall be for all purposes, Public Reserved Land of the State. Notwithstanding any provisions of the attached agreement, the State shall not convey any land or interest therein which comprises a public road or great pond.

#### PURCHASE AND SALE AGREEMENT

Agreement made this 1st day of April 1988 by and between Diamond Occidental Forest Inc., a Delaware corporation, having a place of business in Old Town, Maine, ("DOFI") and The State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Public Lands, ("State").

1. **Property To Be Sold.** DOFI agrees to sell and the State agrees to purchase certain lands situated in Hancock County, Maine as described in Schedule A attached hereto and incorporated herein, on the following conditions, to wit:

(a) DOFI shall convey the lands described in Schedule A to the State by good and sufficient deed with Quitclaim Covenant.

(b) The purchase price is One Million Six Hundred Seventy-Five Thousand Dollars (\$1,675,000.00), and shall be paid in cash or in cash and property as follows, to wit:

(i) The State shall pay to DOFI the sum One Million Four Hundred Seventy-Seven Thousand Seven Hundred Fifty-Five Dollars (\$1,477,755.00) at the closing. The State shall simultaneously establish the Escrow Account in the amount of \$197,245.00 as hereinafter provided.

(ii) The State shall convey to DOFI and DOFI shall accept title to certain lands situate in Hancock County, Maine and in Aroostook County, Maine as described in Schedule B attached hereto and incorporated herein, by good and sufficient deed with Quitclaim Covenant. In the event the conveyance of the land by the State to DOFI is approved by the State of Maine Legislature and if the lands cannot be conveyed for any reason, the balance of the purchase price in the Escrow Account shall be disposed of as hereinafter provided.

2. **Title.** Title to the lands shall be conveyed by good and sufficient deed with Quitclaim Covenant; subject, however, to such of the following permitted encumbrances or title defects as may affect the land being conveyed by the grantor, to wit:

a. All easements now of record, including, without limitation, rights of way, road use agreements and utility easements which easements do not materially detract from the value of the lands to be conveyed;

b. Other encumbrances now of record and minor imperfections of title which encumbrances and imperfections do not materially detract from the value of the lands to be conveyed.

c. The rights of the State of Maine and the public in and to any great pond located within the bounds of or abutting the lands to be conveyed.

d. Any lien for taxes or assessments that are not yet due as of the date of the closing.

e. Such title defects as the Grantee may have elected to waive pursuant to paragraph 4 of this Agreement.

DOFI shall convey to the State all of its right, title and interest in all existing rights of way for all public purposes from Route 183 across Sullivan, T10SD and to Flanders Pond. The State shall be granted easements to use the three existing rights of way across the parcel of land in T10SD to be retained by DOFI. DOFI may reserve a right of way to itself and its successors and assigns, in common with the State and its assigns, north of Route 182 over the main haul road shown on Schedule B attached hereto, from Route 182 to the land abutting the north line of the land to be conveyed to the State. DOFI shall prepare a survey description of the centerline of the right of way to be used in the deed of conveyance. This right of way shall be sixty-six feet in width and it may be used by DOFI and its successors and assigns for any lawful purpose, for passage on foot and by vehicle of any and every kind and nature. DOFI and its successors and assigns may enter onto the premises conveyed to the State within the limits of the right of way at any and all times with men and machines to construct, repair, maintain and reconstruct a road over said right of way; provided, however, that prior to the construction of any new road DOFI or its successors or assigns shall give written notice to the State of its intent to construct said road. DOFI and its successors and assigns may grant to others the right to use said road in common with DOFI and its successors and assigns, for any lawful purpose including, without limitation, access to land owned or controlled by such other persons, for passage on foot and by vehicle of any and every kind and nature over the right of way; provided, however, that DOFI or its successors or assigns shall give written notice to the State of the identity of any person who is granted the right to use such road. In granting the right to others to use said road DOFI may also grant to any

such other person the right to assign his or its right to use the road to any other person; provided, however, that such other person shall give to the State written notice of any assignment of such right to use the road. The State shall have all of the same rights and obligations with respect to the rights of way granted to it over land of DOFI as are enjoyed or imposed upon DOFI with respect to the right of way running northerly from Route 182 as hereinabove provided.

3. Activities Prior To Closing. On or after the date hereof DOFI shall not initiate nor continue any timber harvesting or gravel extraction from the land to be conveyed nor shall it grant any lease, easement or right of way affecting the land to be conveyed or permit any lien or encumbrance to be placed on the land to be conveyed.

4. Title Defects. If the title examination of the land to be conveyed hereunder discloses a title defect to any portion of the lands, as that term is hereinafter qualified in this paragraph, which is of such a nature that the land cannot be conveyed in accordance with this Agreement, the party conveying title may elect not to cure such title defect or it may, at its sole discretion, have a reasonable time, not to be less than six months, in which to attempt to cure the title defect. The purchasing party shall submit to the other party all objections to title in writing by mailing them to the other party by Registered or Certified mail, with return receipt requested, not later than June 3, 1988. Any objection to title shall be deemed to have been submitted only when such written objection is deposited in the United States mails with postage prepaid. If such title defect is cured, the closing with respect to the lands to be conveyed to the State shall take place within 30 days thereafter or on June 9, 1988, whichever is later, and with respect to the lands to be conveyed to DOFI, the closing shall take place within 30 days thereafter, on June 9, 1988 or on the day following the effective date of the legislation referred to in paragraph 7, whichever date is the latest, and, to the extent it is possible, any such defect may be cured at the closing. If the title defect cannot be cured or if the owner shall have elected not to attempt to cure such title defect, then, in either event, the other party may elect either to take title to the land subject to such title defect without reduction in the purchase price or to terminate this Agreement. If the party who is to receive title to the land shall elect to take title subject to title defects, that election may be made at anytime and shall be made not later than 10 days after the other party has mailed notice that it has elected not to cure title defects or that the title defects cannot be cured. The parties shall mail notice of their election to take title subject to title defects by Registered or Certified mail, with return receipt requested. The closing shall then take place 15 days after the date on which notice of the party's election is received by the other party or on June 9, 1988, whichever date is later, with respect to the conveyance to the State, and 15 days after said date of receipt of notice, on June 9, 1988 or on the day following the effective date of the legislation referred to in paragraph 7, whichever date is the latest, with respect to the convey-

ance to DOFI. If written notice of an election to take title to the land subject to title defects is not mailed within the time set forth above, this Agreement shall be deemed to have been terminated. If the Agreement is terminated by either party because of any such title defect, either expressly or by a party's failure to give notice of its election to take title to the land subject to title defects, neither party shall thereafter have any obligation to the other hereunder. Title to the lands shall be conveyed by using the historical verbal descriptions and neither party shall be required to have the lands surveyed. As used in this paragraph the term "title defect" shall not include any of the permitted encumbrances or title defects listed in paragraph 3 of this Agreement.

5. Title Search. Each party shall conduct such title search at its own expense as it shall desire and shall make available to the other party, upon request, copies of such abstracts of title, maps, land records, photography, inventory, management history and other title information as it may have in its possession, except any records of a proprietary nature.

6. Tax Proration. The land to be conveyed by DOFI is now subject to taxation under the provisions of the Tree Growth Tax Law (36 MRSA Section 571 et. seq.) and shall be conveyed subject thereto. There shall be a proration of property taxes and fire suppression taxes (excluding interest and penalties), for the current tax year as of the date of the closing.

7. Closing. The land to be conveyed by DOFI is subject to the terms of a certain Timberland Agreement between Diamond International Corporation and James River Corporation of Virginia dated as of July 11, 1983 (DOFI having been substituted for Diamond International Corporation as a party to said Agreement). That agreement grants to James River Corporation of Virginia or its assignee (James River) a right of first refusal in the event of the receipt by DOFI of a bona fide offer to purchase any of its lands. DOFI will be required to submit the details of this offer, or a copy of the offer, to James River. DOFI shall give such notice promptly as soon as this Agreement has been approved by the Governor and by the Legislature. In the event James River shall exercise its right of first refusal to the land by giving the "Exercise Notice" called for by said Timberland Agreement, this Agreement shall terminate and neither party shall thereafter have any right against the other party hereunder. The land to be conveyed is also subject to a certain Roundwood Supply Agreement between Diamond International Corporation and James River Corporation of Virginia dated as of July 11, 1983 (which has been assigned to DOFI and to James River-Norwalk, Inc., respectively, by the original parties). DOFI shall attempt to obtain a release of the lands from the provisions of that Agreement and if it cannot obtain such release the State may terminate this Agreement or it may elect to take title subject to the provisions of the Roundwood Supply Agreement without reduction in the purchase price. Subject to the other terms of this Agreement,

including each party's right to cure title defects and the other provisions of this paragraph, the closing shall take place on June 9, 1988 at 11:00 o'clock A.M. at the office of DOFI's attorneys, Mitchell & Stearns, One Merchants Plaza, Bangor, Maine. In the event James River shall have given the 10 day "Notice of Intent" provided for in the Timberland Agreement and if James River shall thereafter fail to give the Exercise Notice provided for in that Agreement, then the closing shall take place on June 9, 1988 or 15 days after the date on which DOFI shall have mailed to the State written notice that James River failed to give the Exercise Notice, whichever date is later. At the closing DOFI shall deliver the deed to convey the lands to the State and the State shall deliver to DOFI a check payable to DOFI in the amount of \$1,477,755.00 and either (a) the deed to convey the lands to DOFI if such conveyance can be made at that time or (b) a check in the amount of \$197,245.00 payable to a third party Escrow Agent to be agreed upon by the parties to this Agreement before the date of the closing, to be held by the Escrow Agent in an interest bearing account pursuant to an escrow agreement to be agreed to by the parties to this Agreement before the date of the closing. The deed to convey the lands to DOFI shall be delivered and DOFI shall accept delivery on the day following the effective date of the legislation authorizing the conveyance of the land to DOFI or on the closing date, whichever date is later. The escrow fund shall be for the purpose of securing the payment of the balance of the purchase price or the acceptance of title by DOFI, as the case may be, and if the conveyance of the land by the State to DOFI for any reason, except default by DOFI, cannot be made on the day following the effective date of such legislation or on the closing date, whichever is later, the balance in the escrow fund, including all interest earned thereon, shall be paid to DOFI and the State shall not convey said lands to DOFI. If the conveyance of the lands is made or tendered to DOFI in accordance with the terms of this Agreement, the escrow fund shall be closed out and the interest earned thereon shall be paid to DOFI and the balance shall be paid to the State.

8. Termination of Agreement. 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. This Agreement is also subject to final approval by the Governor of the State of Maine. The Bureau of Public Lands shall forthwith diligently seek approval of this transaction by the Governor and by the Legislature. If approval by the Governor and Legislative authorization have not been obtained by 5:00 o'clock P.M. on May 2, 1988, this Agreement shall terminate and neither party shall thereafter have any further rights or obligations to the other hereunder. **SUBJECT TO THE PROVISIONS OF PARAGRAPH 5, TIME SHALL BE DEEMED TO BE OF THE ESSENCE OF THE CON-**

**TRACT WITH RESPECT TO THE DATE OF THE CLOSING AND THE OBLIGATION OF THE STATE TO MAKE FULL PAYMENT AND DEPOSIT OF THE CASH CONSIDERATION AS HEREIN PROVIDED AND THE OBLIGATION OF DOFI TO DELIVER THE DEED FOR THE PROPERTY TO BE CONVEYED TO THE STATE AT THE CLOSING.** If either party shall fail to attend the closing or if the State shall fail to pay and deposit the cash consideration in full at the closing or if DOFI shall fail to deliver the deed to the State at the closing, the non defaulting party may terminate this Agreement by giving written notice of termination to the other party. Upon such termination all of the rights of the parties hereunder shall terminate, except with respect to any rights either party may have to the escrow funds. Notice of termination of the Agreement by either party shall be given in writing and shall be mailed to the other party by Registered or Certified mail, return receipt requested. Notice of termination shall be deemed to have been given at such time as such written notice has been deposited in the United States mails, with postage prepaid, addressed to the other party as herein provided. With respect to the closing at which title to the lands is to be conveyed to DOFI or the balance of the purchase price is to be paid to DOFI, as the case may be, time shall also be of the essence; provided, however, that either party may postpone such closing for not more than thirty days by giving notice, either written or oral, to the other party on or before the date of such closing.

10. Amendment. This Agreement contains all of the terms and conditions of the agreement between the parties and all prior understandings between the parties have been integrated herein. This Agreement can be amended only by a writing signed on behalf of the parties and any attempted oral modification thereof shall be of no force and effect.

11. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns. The State may separately assign its purchase rights to the so-called Tunk Lake HBU tract.

12. Notice.

Any notice given by one party to the other shall be mailed by Registered or Certified mail, with return receipt requested, with postage prepaid and shall be addressed as follows:

If to DOFI:

Diamond Occidental Forest Inc.  
P.O. Box 551  
Old Town, ME 04468  
Attention: Arthur C. Larson, President

If to State:

Edwin Meadows, Jr., Director  
Bureau of Public Lands  
Department of Conservation  
State House Station 22  
Augusta, Maine 04333

In Witness Whereof, the parties have executed this Purchase and Sale Agreement in two counterparts, each of which shall be deemed to be an original instrument, all as of the date first above written.

Witness:	Diamond Occidental Forest Inc.
<u>/s/ Edward H. Keith</u>	By <u>/s/ A. C. Larson</u> Arthur C. Larson President
	State of Maine
<u>/s/ Thomas C. Doak</u>	By <u>/s/ C. Edwin Meadows, Jr.</u> Its
	<u>/s/ R. R. LaBonta</u>

Schedule A to Agreement Between Diamond Occidental Forest Inc. and

The State of Maine

T 10 S D

A certain lot or parcel of land situated in T 10 S D, Hancock County, Maine and further bounded and described as follows: to wit:

The land in said township as shown on the map attached hereto as Exhibit I containing 4466 acres, more or less. The following described parcel, as shown as the excepted parcel on Exhibit I, is not to be included in this conveyance.

Beginning at a bolt set in the ground with an old post at the apparent northwesterly corner of land described in a deed from James T. Bryan, Jr. et als to Maine Coast Heritage Trust, dated September 30, 1986 and recorded in the Hancock County Registry of Deeds in Book 1603 Page 297: Said bolt being South 62 degrees 17 minutes East, four and eight tenths feet (4.8') from a witness post set in the ground: Thence South seventy nine degrees fifty six minutes fifty six seconds west (S 79° 56' 56" W) one thousand six hundred twenty nine and eight hundredths feet (1,629.08') to a bolt set in the ground on the easterly side of the travelled way of a proposed right of way; said bolt being south eighty five degrees fifty two minutes west (S 85° 52' W) one and nine tenths feet (1.9') from a witness post; thence continuing the same course (South 79° 56' 56" West) two thousand eight hundred ten and seventy two hundredths feet (2,810.72') to a bolt set in the ground on the westerly side line of the travelled way of a proposed right of way, said bolt being north seventy nine degrees fifty six minutes fifty six seconds east (N 79° 56' 56" E), three and five tenths (3.5') from a witness post; thence continuing the same course (S 79° 56' 56" W) one thousand five hundred and twenty hundredths feet (1,500.20') to a bolt set in the ground which is north thirty one degrees two minutes east (N 31° 02' E) one and three tenths feet (1.3') from a witness post; thence north ten degrees forty six minutes fifty seven seconds west (N 10° 46' 57" W) one thousand five hundred

sixty six and fifty nine hundredths feet (1,566.59') to a bolt set in the ground on the northerly side of the travelled way of a proposed right of way, said bolt being south ten degrees thirty three minutes east (S 10° 33' E) one and one tenth feet (1.1') from a witness post; thence continuing the same course (N 10° 46' 57" W) two thousand seven hundred seventy four and sixty three hundredths feet (2,774.63') to a bolt set in the ground on the southerly side of Route #182 leading from Franklin to Cherryfield, said bolt being North nine degrees twenty two minutes west (N 09° 22' W) one and four tenths feet (1.4') from a witness post;

Thence continuing the same course (N 10° 46' 57" W) two thousand, two hundred nine and thirty hundredths (2,209.30) feet to a bolt set in the ground on the southerly line of Champion International, said bolt being North eighty degrees fifty minutes West (N 80° 50' W), one and eight tenths (1.8) feet from a witness post; thence North seventy nine degrees fifty six minutes fifty six seconds (N 79° 56' 56" E) East by and along said southerly line of land of Champion International, five thousand, nine hundred forty and no tenths (5,940.0) feet to an iron rod found set in the ground; thence South ten degrees fifty eight minutes thirty seven seconds East (S 10° 58' 37" E) by and along the westerly line of land, now or formerly, of J.M. Pierce, five thousand, sixteen and sixteen hundredths (5,016.16) feet to a post found set in the ground on the northerly side of said Route 182; thence South ten degrees eight minutes fifty seconds East (S 10° 08' 50" E) by and along said westerly line of land, now or formerly, of J.M. Pierce, one thousand, five hundred thirty-four and forty-eight hundredths (1,534.48) feet to the point of beginning and containing 894.46 acres including the area within Fox Pond and Route 182.

Courses given in the above are oriented to Grid North as determined by a solar observation.

Also, granting three certain rights of way, to be used in common with Diamond Occidental Forest Inc., and its successors and assigns, bounded and described as follows:

1.) Easterly Right of Way

Beginning at the intersection of the center line of the travelled way of Route 182 leading from Franklin to Cherryfield with the center line of the travelled way of a private road leading southerly to the southerly line of the above excepted parcel, said point of beginning being North 56 degrees 31 minutes 39 seconds West, three hundred ninety-four and fifty-three hundredths (394.53) feet from a post found set in the ground on the northerly side of said Route 182 in the apparent westerly line of land, now or formerly, of J.M. Pierce; thence by and along said private road by the following courses and distances: South 58 degrees 17 minutes 08 seconds West, one hundred seventy-six and two hundredths (176.02) feet; South 35 degrees 16 minutes 10 seconds West, one hundred thirty-two and twenty-seven hundredth (132.27) feet; South 56 degrees 23 minutes 02 seconds West, one hundred ninety-four and seventy-six hundredths (194.76)

feet; South 65 degrees 28 minutes 24 seconds West, two hundred seventy-three and twenty-nine hundredths (273.29) feet; South 56 degrees 59 minutes 05 seconds West, two hundred twenty-three and thirty-nine hundredths (223.39) feet; South 24 degrees 40 minutes 12 seconds West, one hundred one and fifty-nine hundredths (101.59) feet; South 68 degrees 48 minutes 09 seconds West, two hundred ninety-seven and no hundredths (297.00) feet; South 50 degrees 41 minutes 12 seconds West, four hundred and forty-seven hundredths (400.47) feet; South 10 degrees 38 minutes 47 seconds West, three hundred twenty-one and twenty-three hundredths (321.23) feet; South 42 degrees 29 minutes 38 seconds East, two hundred fifty-two and eighty-five hundredths (252.85) feet; South 71 degrees 06 minutes 03 seconds East, eighty and seventeen hundredths (80.17) feet; South 49 degrees 02 minutes 39 seconds East, one hundred ninety-two and no hundredths (192.00) feet; South 16 degrees 45 minutes 54 seconds East, three hundred seventy-eight and eighty-six hundredths (378.86) feet to a point in the southerly line of said excepted parcel which is South 79 degrees 56 minutes 56 seconds West, seven and twenty-eight hundredths (7.28) feet from a bolt set in the ground, said bolt being South 82 degrees 52 minutes West, one and nine tenths (1.9) feet from a witness post and South 79 degrees 56 minutes 56 seconds West, one thousand, six hundred twenty-nine and eight hundredths (1,629.08) feet from a bolt set in the ground at the southeasterly corner of said excepted parcel.

Courses given in the above are oriented to Grid North as determined by a solar observation.

## 2.) Westerly Right of Way #1

Beginning at the intersection of the center line of the travelled way of Route 182 leading from Franklin to Cherryfield with the center line of the travelled way of a private road leading southerly to the southerly line of said excepted parcel, said point of beginning being South 72 degrees 47 minutes 54 seconds East, one thousand five hundred fifty-four and twenty-six hundredths (1,554.26) feet from a bolt set in the ground on the southerly side of said Route 182 and in the westerly line of said Parcel 1, said bolt being North 9 degrees 22 minutes West, one and four tenths (1.4) feet from a witness post; thence by and along said private road by the following courses and distances: South 35 degrees 51 minutes 46 seconds West, fifty-five and forty hundredths (55.40) feet; South 43 degrees 01 minutes 51 seconds West, one hundred eighty-eight and ninety-three hundredths (188.93) feet; South 27 degrees 52 minutes 17 seconds West, eighty-six and twenty-three hundredths (86.23) feet; North 80 degrees 05 minutes 29 seconds West, two hundred twenty-nine and forty-two hundredths (229.42) feet; South 77 degrees 45 minutes 50 seconds West, one hundred four and ninety-nine hundredths (104.99) feet; South 89 degrees 40 minutes 54 seconds West, sixty-three and eighty hundredths (63.80) feet; South 61 degrees 16 minutes 49 seconds West, eighty-five and seventy-two hundredths (85.72) feet; South 0 degrees 37 minutes 32 seconds West, three hundred thirty-six and sixty-two

hundredths (336.62) feet; South 18 degrees 51 minutes 32 seconds West, one hundred forty-one and eighty hundredths (141.80) feet; South 33 degrees 54 minutes 33 seconds West, ninety and eighty-five hundredths (90.85) feet; South 0 degrees 57 minutes 15 seconds East, one hundred seventy-three and eighty-eight hundredths (173.88) feet; South 17 degrees 18 minutes 11 seconds West, one hundred ninety-eight and fifty-five hundredths (198.55) feet; South 22 degrees 57 minutes 59 seconds East, sixty-four and sixty-two hundredths (64.62) feet; South 20 degrees 31 minutes 34 seconds East, one hundred thirty-seven and fifty-eight hundredths (137.58) feet; South 38 degrees 04 minutes 09 seconds East, eighty-one and two hundredths (81.02) feet; South 30 degrees 44 minutes 41 seconds East, ninety-six and two hundredths (96.02) feet to the intersection with a private road leading to the westerly line of said excepted parcel, said intersection point being South 7 degrees 02 minutes 50 seconds East, fifteen and fourteen hundredths (15.14) feet from a bolt set in the ground North 30 degrees 36 minutes West, two and seven tenths (2.7) feet from a witness post;

Thence continuing by and along said private road by the following courses and distances: South 61 degrees 59 minutes 26 seconds East, ninety-eight and ninety-two hundredths (98.92) feet; South 44 degrees 50 minutes 52 seconds East, one hundred thirty and ninety-nine hundredths (130.99) feet; South 74 degrees 36 minutes 18 seconds East, one hundred forty-six and ninety-seven hundredths (146.97) feet; North 77 degrees 42 minutes 36 seconds East, two hundred nine and twenty four hundredths (209.24); North 63 degrees 26 minutes 35 seconds East, seventy one and eighteen hundredths (71.18); South 59 degrees 22 minutes 19 seconds East fifty three and forty seven hundredths (53.47); South 47 degrees 17 minutes 08 seconds East sixty four and no hundredths (64.00); South 61 degrees 39 minutes 36 seconds East one hundred thirty four and forty hundredths (134.40); South 38 degrees 45 minutes 41 seconds East eighty three and eighty seven hundredths (83.87); South 15 degrees 32 minutes 03 seconds East one hundred seventy three and twenty hundredths (173.20); South 52 degrees 23 minutes 57 seconds East one hundred seventy seven and forty four hundredths (177.44); South 20 degrees 58 minutes 25 seconds East fifty five and ninety one hundredths (55.91); South 23 degrees 59 minutes 19 seconds West, two hundred forty and seventy-four hundredths (240.74) feet; South 9 degrees 38 minutes 16 seconds East, one hundred one and fifty-two hundredths (101.52) feet; South 2 degrees 51 minutes 04 seconds West, one hundred eighty-four and eleven hundredths (184.11) feet; South 19 degrees 53 minutes 34 seconds East, one hundred fifty-three and thirty-three hundredths (153.33) feet; South 2 degrees 21 minutes 51 seconds East, sixty-five and sixty-four hundredths (65.64) feet; South 28 degrees 34 minutes 18 seconds East, one hundred thirty-nine and no hundredths (139.00) feet; South 65 degrees 11 minutes 18 seconds East, two hundred and no hundredths (200.00) feet; South 72 degrees 01 minute 02 seconds East, one hundred forty and twenty-three hundredths (140.23) feet; South 32 de-

grees 39 minutes 22 seconds East, ninety-nine and forty-five hundredths (99.45) feet; South 9 degrees 11 minutes 31 seconds East, seventy-one and fifteen hundredths (71.15) feet; South 22 degrees 09 minutes 27 seconds East, sixty-one and ninety-eight hundredths (61.98) feet; South 7 degrees 44 minutes 12 seconds West, one hundred three and eighteen hundredths (103.18) feet; South 1 degree 21 minutes 54 seconds East, one hundred four and ninety-seven hundredths (104.97) feet to a point in the southerly line of said excepted parcel which is North 79 degrees 56 minutes 56 seconds East, twenty-six and twenty-nine hundredths (26.29) feet from a bolt set in the ground; said bolt being North 79 degrees 56 minutes 56 seconds East, three and five tenths (3.5) feet from a witness post and North 79 degrees 56 minutes 56 seconds East, one thousand, five hundred and twenty hundredths (1,500.20) feet from the southwesterly corner of said excepted parcel.

#### Westerly Right of Way #2

Beginning at the above mentioned intersection point of the private road leading to the westerly line of said excepted parcel; thence by and along said private road by the following courses and distances: South 43 degrees 25 minutes 48 seconds West, one hundred sixty-three and ninety-eight hundredths (163.98) feet; South 5 degrees 27 minutes 58 seconds West, one hundred thirteen and sixty-one hundredths (113.61) feet; South 5 degrees 51 minutes 27 seconds West, one hundred twenty-eight and seventy-nine hundredths (128.79) feet; South 3 degrees 21 minutes 28 seconds East, one hundred two and seventy-nine hundredths (102.79) feet; South 15 degrees 58 minutes 10 seconds West, one hundred thirty-four and forty-one hundredths (134.41) feet; South 46 degrees 42 minutes 20 seconds West, eighty-eight and seventy-five hundredths (88.75) feet; South 37 degrees 01 minute 37 seconds West, one hundred twenty-seven and ninety-six hundredths (127.96) feet to a point in the westerly line of said excepted parcel which is south 10 degrees 46 minutes 57 seconds East, seventeen and twenty-six hundredths feet (17.26') from a bolt set in the ground, said bolt being South 10 degrees 33 minutes East, one and one tenths (1.1) feet from a witness post and North 10 degrees 46 minutes 57 seconds West, one thousand, five hundred sixty-six and fifty-nine hundredths (1,566.59) feet from a bolt set in the ground at the southwesterly corner of said excepted parcel.

Courses given in the above are oriented to Grid North as determined by a solar observation.

The above described rights of way to be 66' feet wide, 33' feet on each side of the above described centerlines lines.

Excepting and reserving to Diamond Occidental Forest Inc., and its successors and assigns, from the herein conveyed parcel a certain right of way, sixty six feet wide, to be used in common with the State and its assigns, bounded and described as follows:

Beginning at a point on the northerly line of the herein described parcel, in the center of a main gravel haul road. Said point is approximately five hundred ninety four feet (594' +/-) from the northwesterly corner of the above excepted parcel. Thence southerly along the centerline of said road for approximately two thousand one hundred feet (2,100' +/-) to a point in the northerly side line of said Route #182. Said last mentioned point is approximately four hundred thirty feet (430' +/-) from the intersection of the westerly line of the above excepted parcel and the northerly side line of said Route #182.

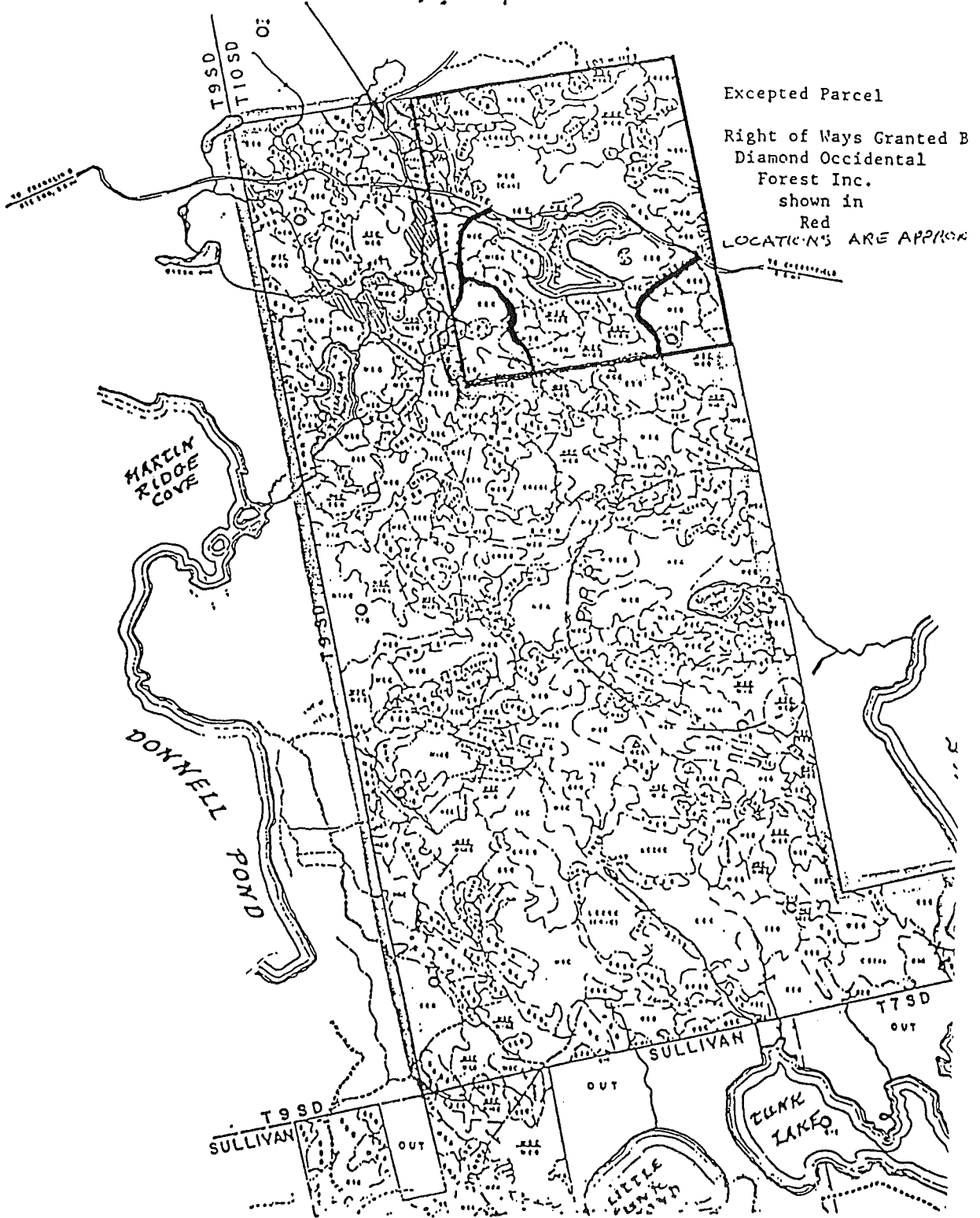
Meaning and intending to convey that portion of the premises conveyed by deed of Harold C. Bowen to Prentiss and Carlisle Company Inc. dated October 25, 1950 and recorded in the Hancock County Registry of Deeds in Book 737, Page 374 that lies within said T 10 S D. The herein described parcel being parcel number three, containing, according to said deed, one thousand acres.

Also meaning and intending to convey the same premises conveyed by Margaret R. Homer and Merritt W. Eldridge to Prentiss and Carlisle Company dated May 20, 1949 and recorded in said registry in Book 725, Page 547 containing, according to said deed, one thousand fifty four acres.

Also meaning and intending to convey, except for the portion hereinabove excepted, those premises described in the deed of Mary Ridlon et al to Diamond International Corporation dated November 1, 1978 and recorded in book 1338 page 504. For grantors source of title to the last mentioned parcel reference may be had to deed of Harold M. Pierce to Prentiss and Carlisle Company Inc. dated June 13, 1944 and recorded in said registry in Book 700 Page 274 and to deed of Prentiss and Carlisle Company Inc. to Diamond International Corporation dated September 21, 1967 and recorded in said registry in Book 1047 Page 235. Also reference may be had to said deed of Mary Ridlon et al to Diamond International Corporation dated November 1, 1978 and recorded in said registry in Book 1338 Page 504.

EXHIBIT I

Right of way Reserved by  
Diamond Occidental Forest Inc.





## SULLIVAN

A certain lot or parcel of land situated on the north-easterly side of Flanders Pond, so called, in Sullivan, Hancock County, Maine and further bounded and described as follows, to wit;

The land in said township shown on the map attached hereto as Exhibit II. containing 963 acres, more or less.

For source of title, reference may be had to deed of Prentiss and Carlisle Company, Inc. to Diamond International Corporation dated September 21, 1967 and recorded in the Hancock County Registry of Deeds in Book 1047 Page 235. The above parcel being described as parcels one and two, in Sullivan, in said deed. Further reference may be had to deed of Oscar havey (sic) to Prentiss and Carlisle Company Inc. dated June 15, 1966 and recorded in said registry in Book 1014 Page 192. Further reference may also be had to of Eugene C. and Roger E. Hanna to Prentiss and Carlisle Company Inc. dated February 28, 1951 and recorded in said registry in Book 739 Page 432.

EXHIBIT II



Schedule B to Agreement Between Diamond Occidental  
Forest Inc. And The State of Maine

T3ND

A certain lot or parcel of land situated in Township 3 N  
D, Hancock County, Maine and further bounded and  
described as follows, to wit:

All right, title and interest of the State of Maine in and  
to the public lots in said town. Meaning and intending  
to convey a 50% interest, in common and undivided, in  
and to said lots, as shown on the map attached hereto  
as Exhibit III, being approximately 480 acres.

T8R4 WELS

A certain lot or parcel of land situated in Township 8  
Range 4 WELS Aroostook County, Maine and further  
bounded and described as follows, to wit:

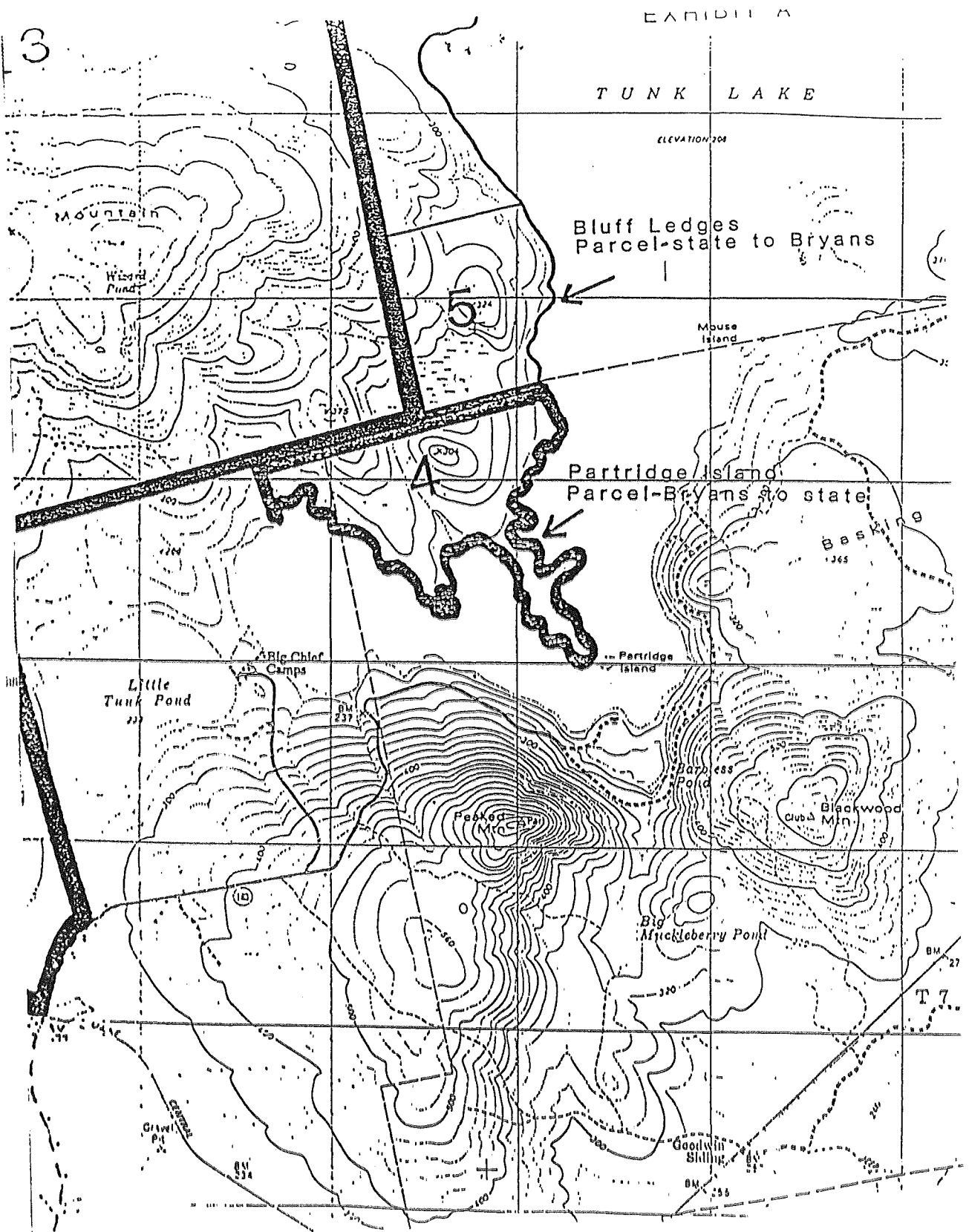
All of the State interest in common and undivided in  
T8R4 WELS amounting to approximately one hundred  
twenty eight acres (128).

Exhibit III



; and be it further

**Director of the Bureau of Public Lands authorized to consummate the exchange of certain Public Reserved Land. Resolved:** That the Director of the Bureau of Public Lands is authorized to consummate the exchange of certain Public Reserved Land contemplated by an agreement pursuant to a letter of intent between the State of Maine and James T. Bryan, Jr. and Robert A. Bryan (hereinafter the "Bryans") in accordance with the following terms and conditions: The Bryans shall convey to the State the "Partridge Island Parcel," being approximately 210 acres, shown as #4 on Exhibit A, which is attached hereto and incorporated herein for all purposes. The Bryans shall pay to the State the sum of fifty thousand dollars (\$50,000). The State shall convey to the Bryans approximately 146 acres of land, shown as #5 on Exhibit A, and known as the "Bluff Ledges Parcel." Both parties understand that these transactions are subject to the approval of the Governor and the Legislature. Any and all land acquired by the State under this authority shall be for all purposes, Public Reserved Land of the State. The State shall not convey any land or interest therein which comprises a public road or great pond.



Effective August 4, 1988.

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**CHAPTER 105****H.P. 1673 — L.D. 2292****RESOLVE, to Reconstitute the Commission to Review the Laws Relating to Registered Maine Guides.**

**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 original Commission to Review the Laws Relating to Maine Guides did not have the time to effectively deal with the issue of whether the State should license or register outfitters; and

Whereas, this is a complex issue requiring more attention; 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

**Commission established. Resolved:** That the Commission to Review the Laws Relating to Registered Maine Guides be reconstituted with 13 members. Five members of the House of Representatives, appointed by the Speaker of the House, shall be members of the commission as follows: Three members representing the Joint Standing Committee on Fisheries and Wildlife; one member representing the Joint Standing Committee on Taxation; and one member representing the Joint Standing Committee on Business Legislation. Two Senators appointed by the President of the Senate shall be members of the commission as follows: One member representing the Joint Standing Committee on Fisheries and Wildlife; and one member representing the Joint Standing Committee on Taxation or the Joint Standing Committee on Business Legislation. Six nonlegislative members, appointed by the Governor within 10 days of the effective date of this resolve, shall be part of this commission as follows: Two representatives of a professional guiding association; one licensed Maine guide not affiliated with a professional guiding association; one representative of a sportsmen's group; one representative of a trapper's association; and one representative of a sporting camp association. The Commissioner of Inland Fisheries and Wildlife shall serve as an ex officio member.

The commission shall meet up to 4 times to develop recommendations. Up to 3 public hearings shall be held throughout the State to solicit input and comments. Members shall receive reimbursement for expenses for meals and travel upon application to the Executive Director of the Legislative Council. No per diem expenses shall be paid; and be it further

**Report. Resolved:** That this commission shall report its findings, together with any necessary legislation, to the First Regular Session of the 114th Legislature not later than October 10, 1988. This report shall:

1. Discuss the issues to be considered in developing a system for licensing or registering outfitters in the State;
2. Explore the need to develop a system for assistant guides to aid licensed Maine guides and train inexperienced guides; and
3. Recommend any changes in legislation pursuant to this report; and be it further

**Staff support. Resolved:** That staff support shall be requested from the Legislative Council.

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

Effective April 27, 1988.

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**CHAPTER 106****S.P. 847 — L.D. 2203****Resolve, to Establish the Commission to Study the Status of Nursing Professions in Maine.**

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

Whereas, the State has a fundamental obligation to assure that hospitals and nursing homes receive sufficient reimbursement to meet their nursing staff needs; and

Whereas, a determination of the appropriate mechanism to meet these needs will require further analysis and experimentation; 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

**Commission established. Resolved:** That there is established the Commission to Study the Status of Nursing Professions in Maine; and be it further

**Membership; appointment; compensation. Resolved:** That the commission shall consist of 17 members as follows: Two Senators, appointed by the President of the Senate; 3 members of the House of Representatives, appointed by the Speaker of the House; the Commissioner of Human Services or a designee; the Commissioner of Educational and Cultural Services or