

April 15, 2005

Nancy Desjardin  
Clerk  
Kennebec County Superior Court  
95 State Street  
Augusta ME 04330

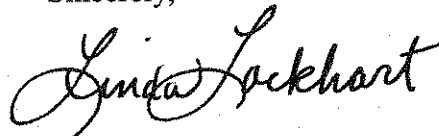
Re: *Save Our Sebasticook, Inc., et al. v. John E. Baldacci, et al.*  
Docket No. CV-04-184

Dear Ms. Desjardin:

Enclosed for filing in the above-referenced docket is the Notice of Appeal and Statement of Issues of *Save Our Sebasticook, Inc., et al.* There being no transcript of hearings, Plaintiff does not submit a transcript request form as described in M.R.Civ.A. 5(b)(2) and relies upon the docket entries. Also enclosed is a check in the amount of \$120 for the filing fee.

Please call with any questions or if additional information is required.

Sincerely,



Linda S. Lockhart

cc: Dennis J. Harnish, Esq.  
Matthew D. Manahan, Esq.  
~~Gerald D. Reid, Esq.~~  
Greg Sample

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STATE OF MAINE  
KENNEBEC, ss.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-04-184

SAVE OUR SEBASTICOOK, INC., *et al.* )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 JOHN E. BALDACCI, *et al.* )  
 )  
 Defendants. )

**STATEMENT OF ISSUES TO BE  
PRESENTED UPON APPEAL**

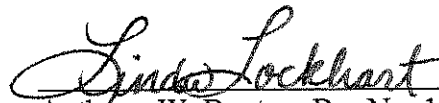
NOW COMES the Plaintiff, Save Our Sebasticook, Inc. ("SOS"), by and through its undersigned counsel, and, pursuant to M.R.App.P. 5(b)(2)(A), submits the following statement of the issues it intends to present on the appeal of the Court's Order dismissing Plaintiff's Complaint for Declaratory and Injunctive Relief, dated March 25, 2005:

1. Whether the Court erred in concluding that attacking the validity of the 1998 KHDG Agreement through a declaratory judgment action could not produce any real relief for Plaintiff?
2. Whether the Court erred in concluding that Plaintiff's complaint was barred under the Administrative Procedures Act and Rule 80C?
3. Whether the Court erred in determining that the six-year general statute of limitations, 14 M.R.S.A. § 752 bars Plaintiff's action?
4. Whether the Court erred in failing to determine that the 1998 KHDG Agreement violates the Maine Rivers Act and the Maine Administrative Procedure Act?

5. Whether the Court erred in failing to determine that negotiation and execution of the 1998 KHDG Agreement exceeded the legal authority of each of the state agencies that signed it?
6. Whether the Court erred in failing to determine that the State Agencies which continue to adhere to and implement the 1998 KHDG Agreement lack the authority to do so?
7. Whether the Court erred in failing to finally determine that development, execution, adherence to and implementation of the 1998 KHDG Agreement by State Agencies violates the Maine Administrative Procedures Act?
8. Whether the Court erred in failing to finally determine that development, execution, adherence to and implementation of the 1998 KHDG Agreement by State Agencies violated and continues to violate Maine Freedom of Access Law?
9. Whether the Court erred in failing to find that the development, execution, adherence to and implementation of the 1998 KHDG Agreement by the State Agencies constitutes the unlawful delegation of the police power to private parties?
10. Whether the Court erred in failing to determine that the 1998 KHDG Agreement was void *ab initio*.

Dated: April 15, 2005

Respectfully submitted,



Anthony W. Buxton, Bar No. 1716  
Linda S. Lockhart, Bar No. 8476  
Counsel to Save Our Seabasticook, Inc.

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