1953 - 1955

A Sequence of Happenings

1953, Christmas-time

Charles Savage lives at Asticou in a house directly opposite the Asticou Inn. The day before Christmas he heard the whining sounds of a mechanical saw, coming from the general direction of the Hadlock Ponds. He thought nothing about it, such a sound being commonplace. However, on the day after Christmas the noise continued throughout the day and the intensity of the sound suggested that more than one saw might be in use. Suddenly realizing that from time to time and at varied sites around the Island there had been commercial lumbering activities, at sun-down he decided to drive to the Lower Hadlock Pond and see what might be under way. To his discomfiture he discovered that an extensive lumbering operation had been commenced on land owned by the Kimball family. He drove to the village and sought out Maurice Burr to find out what he might know about the situation.

Mr. Burr seemed to have complete knowledge. He stated that arrangements had been made between the Kimballs and Mr. Arnold Allen, who had purchased the stumpage rights to the large tract of Kimball land which then extended from the pond southerly over Schoolhouse Ledge to the village - a distance of nearly one mile. (It later became known that Mr. Allen had initiated inquiries towards purchasing similar stumpage rights on an adjoining tract then owned by Ellsworth parties). The Kimball tract also extended east and west, to the highway on the east, and to the Golf Club to the west. The entire area over which logging operations had been started is the region which starts opposite the Brown Mountain Gate House, borders the Lower Hadlock Pond and extends southerly along the main entrance road leading to Northeast Harbor village until encountering the cottage locality of Harbourside. At Harbourside, back of the restaurant and at the rear of the cottages generally, this tract rather narrowly projects to the virtual head of the village street itself. For half a century and more the tract has been heavily wooded, the growth being nearly pure spruce and pine. Mr. Savage regarded this information as being deeply disturbing. It was not difficult to envision the probable appearance once such a logging procedure were to be carried out.

The following day Mr. Savage journeyed to Bar Harbor and called on Mr. Goldthwait at the Trust Company bank. He knew that the bank held a mortgage on this property, as well as on other properties owned by the same people, and he thought that perhaps the bank people might be in a position to effect influence. The interview was pleasant. Mr. Savage likewise went in to visit with Mr. Whitcomb, whom he knew to be a bank director and also to be a person of influence. He likewise expressed concern, although offering the belief that it might not be proper for a bank to attempt interference. Mr. Savage recalls having remarked to both men the belief that should an operation of this kind be carried out, the general public reaction would reflect, not only on the existing owners and the logging concern, but also, (and whether rightly or wrongly), would be extended to the bank officers as well. Both men stated that they would give the matter consideration and if anything occurred to them, they would let Mr. Savage know.

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He waited for a few days, hoping that a telephone call might bring some news; in the meantime the saws continued and a second crew appeared which went to work on the roadside itself at Asticou with the general procedure looking towards a joining of clearings with the crews which were working near the pond. All told, there seemed to be twenty or more men at work.

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New Year's Day came and passed, and with no word. In desperation Mr. Savage concluded to telephone to Mr. Rockefeller. He inquired if he would be in the following day, and could see him. The answer being affirmative, the overnight journey to New York was made and much of the following forenoon was spent with Mr. Rockefeller in his office. The whole situation was discussed. Mr. Savage had prepared maps of the area and pointed out the general boundaries. Mr. Rockefeller was distressed at the knowledge of this happening. He stated that he would be willing to enter into negotiations looking towards a possible purchase of the whole property.

Mr. Rockefeller asked Mr. Savage for advice relating to the best way to initiate proceedings, and it was at Mr. Savage's suggestion that Mr. Rockefeller telephoned to Mr. Goldthwait in Bar Harbor. As it happened, Mr. Goldthwait was in his Bar Harbor office. He readily agreed to approach the Kimballs. Mr. Rockefeller did not disclose the origin of his knowledge about the woodcutting, but stated that if his interest in purchasing the property were to be sustained, the woodcutting operations would have to be stopped at once.

Mr. Savage returned to Northeast Harbor. The following day the sawyers were busily at work again - activity which continued unretarded for another few days. However, overt inquiries soon disclosed reaction, even if not manifested in the forest. Some three days later Mr. Rockefeller telephoned to Mr. Savage to say that the acreage would be for sale and to request his reaction to the asking price, which as Mr. Savage now recalls it, was about \$70,000. This included the large field at the west of the Asticou Inn; also the area east of Hadlock Pond opposite the Gate House, as well as all of the acreage previously mentioned between Hadlock Pond, and the village. at out of some share visional estal out

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and outlined the thought that In response to Mr. Rockefeller's query, Mr. Savage offered the opinion that the price was too high and suggested that (1) either some part be omitted, or (2) that a lower figure be offered. The property included a projecting section which actually touched the Main Street of Northeast Harbor village. This piece was omitted. A little later that same day Mr. Rockefeller telephoned again to say that he had called Mr. Goldthwait and had offered \$50,000. for the land, omitting the minor village street tract, and had stated that the offer would be good for 24 hours only, and furthermore that it would be made with the understanding that the wood cutting would be immediately stopped. The following day Mr. Rockefeller telephoned again and with evident satisfaction stated that the offer had been accepted. Mr. Rockefeller's call came soon after nightfall, prior to which hour Mr. Savage had begun to suspect an affirmative decision, since that afternoon, instead of stopping work at 3:30, the woodsmen continued until darkness set in, in an effort to secure as much stumpage as possible within the day which still remained to them!

In the beginning of these negotiations Mr. Savage had acquainted Mr. Rockefeller with the fact that the Kimball family for many years had possessed the large field and valley at the west of the Asticou Inn; that not owning this field and valley had been a frustration for the Savage family, and that if there were to be any proper future development at Asticou the ownership of this field would be essential. A glance at the diagrams and aerial photographs which Mr. Savage had brought at once convineed Mr. Rockefeller of the logic in this situation, and he at once suggested that in entering negotiations an offer be made for the whole property, or none. He added that if such a purchase could be made, and after acquiring title himself, he in turn would sell to the Savages the portion or portions which they ought to own. The purchase accordingly included not only the woodland, but these open fields as well.

Following the initial purchase agreements Mr. Savage thought it desirable to go again to New York and to discuss with Mr. Rockefeller the precise areas which were to be acquired by the Savages as a result of these transactions. He also wished to discuss the consideration. This second conference was held late in January of 1954. The area which Mr. Savage considered advisable for the future development at Asticou consisted of the prominent four-acre tract directly west of the Inn, together with some 17 additional acres of brook valley and rather unpromising land adjacent thereto - the latter mostly for purposes of protection. Mr. Rockefeller agreed that the areas suggested were proper and stated that he would be glad to sell them.

Nr. Savage had given quite a bit of thought to the matter of a suitable figure and had come to the conclusion that he ought to offer Mr. Rockefeller \$25,000. for the part which he would be buying. In the late January conference in New York he stated his views in this respect and outlined the thought that, in view of Mr. Rockefeller's prompt and generous action of paying \$50,000. for a large tract of land which he had probably never thought of trying to buy, and which included a portion of such vital importance to the Asticou interests, it should be only fair to suggest that the Savages pay Mr. Rockefeller \$25,000. for their part.

Mr. Rockefeller's reaction was characteristic. He responded that he thought the offer to be extremely fair, but that he considered such a price to be far too high, not only from Mr. Savage's standpoint but also from his own, since only 21 acres out of about 100 was being considered. Mr. Savage expressed the view that even though only about one fifth of the tract would be included in his purchase, that nevertheless it was the most valuable part of the whole, and should be well worth that sum. Mr. Rockefeller thought for a moment and wondered if there might not be some other way to reach a conclusion. Mr. Savage then proposed that perhaps Mr. Rockefeller might be interested in acquiring some upland on Asticou Hill which had long been in the Savage family and which might serve as some part of any consideration. Mr. Rockefeller looked at the diagram and exclaimed, "why, this upland could become currency". He thought the idea to be excellent and as an afterthought inquired what the Savages' ideas about that land had been.

It so happened that a large part of the Savages' tract bordered the Forest Hill Cemetery, which is situated at the end of the narrow road entering the woods beside the Brown Mountain Gate House. The Savages had long planned to convey a part of this land as a gift to the cemetery and in fact had been but recently working with this matter, having had the area surveyed and having employed Mr. Robert Patterson to design a proper plan for the cemetery extension. They had expected to give it, together with the plan all made, and to have the land partially cleared at their own expense prior to the transfer. The plan had been received and the deed description prepared.

Mr. Savage informed Mr. Rockefeller about this and his reaction was to the effect: Why not sell the land to me and let me give it? It would help on the price for the other, etc." Another tract farther south had been acquired personally by Mr. Savage with the idea of his making an ultimate gift of it to the Asticou Terraces Trust, since the area adjoined other trust lands. This conference was followed by other exchanges. With the passage of time Mr. Rockefeller acquired a large section of the western half of Asticou Hill, a part of which he gave to the Forest Hill Cemetery and a part of which he gave to the Asticou Terraces Trust. The tracts which he purchased from the Savage family compensated in large measure for the consideration for the tracts Valuations were determined by a professional which he sold to them. appraiser and these became the basis for the transfers. These exchanges of real estate in the Asticou area accomplished at virtually one stroke some revisions in ownership which were certainly desirable from every standpoint, not least from that of the town itself.

The legal work relating to these various transactions required about a year. The transfer from Mr. Rockefeller to the Savage family was concluded October 4, 1955. Prior to that time and in arrangement with Mr. Rockefeller, the Savages had employed crews to clean up the large area west of the Inn; throughout the summer of 1954 it was completely mowed and a great deal of underbrush removed - activities which have been constantly continued ever since. In December of 1954 - a year after the beginning of these real estate happenings - the transfer from the Kimballs to Mr. Rockefeller had been completed, although nearly a year more was to remain before the transfer from Mr. Rockefeller to the Savages. Occasionally a sequence of happenings will occur in the right order and this seems to have been the case in this instance.

sau hr. Rockefeller in January, 1955. Arter gener ofte the

In December two men called on Charles Savage who stated that they represented the Telephone Company and that they were interested in acquiring land at Asticou Corner for building a small dial exchange structure. They said that their property plans showed the location which was desired as being owned by the Kimball family, but they had found on inquiry that the land had been recently sold to Mr. Rockefeller and that an option for its acquisition had been extended to Mr. Savage. Mr. Savage confirmed this fact and inquired what it might be that they would want. He accompanied the men to the corner.

It developed that the desired site would be on the south side of the road directly in the apex of the corner - a situation which immedlately struck Mr. Savage as being most undesirable from a seenic stand-The men declared that the site would be the best from their point. standpoint, but that perhaps some other might be considered. Mr. Savage inquired as to how near the actual corner they thought it necessary to be located and was told that it really had to be directly at the corner for the best efficiency. He stated that he thought it unlikely that he would be willing to sell the land at the place indicated, but wondered if a location on land owned by Mr. Rockefeller west of the highway and directly adjacent to the Electric Light Company's station could They said that they thought that would be possible. Mr. Savbe used. age offered to approach Mr. Rockefeller and this offer they accepted.

As Mr. Savage thought about this matter the realization became immediately apparent that, if any situation near the corner were to be acquired by the Telephone Company, such site would have to be purchased either from Mr. Savage or from Mr. Rockefeller, in the absence of any other owners. This in turn suggested that a bargaining position might be opened to pursuade the Company to carry out some improvements in the nature of pole removals along certain highways. Before ending his conversation with the company representatives Mr. Savage made mention of this circumstance, not in any way suggesting pressure, but rather in a manner to imply that, while the present owners might be willing to sell in order to be accommodating, they might expect as part of the compensation some improvements along these lines. The men replied that, while they themselves could make no administrative decisions, they believed that we would find the company to be co-operative. The matter was left at that point and Mr. Savage agreed to approach Mr. Rockefeller.

He saw Mr. Rockefeller in January, 1955. After going over the diagrams together, Mr. Rockefeller and Mr. Savage agreed that a site on Mr. Savage's land within the apex of the corner triangle would not be suitable for a utility building, but that a site on Mr. Rockefeller's land, where such a building could be partly hidden by trees would be There appeared to be the further advantage that both the better. proposed telephone building and the structure already owned by the Electric Company would be adjacent one to the other; hence these in-Mr. Rockefeller stated that he stallations would not be spread out. would be willing to sell the site to the Telephone Company for a very nominal price in order to accomplish a better bargaining position for the purpose of roadside improvement. Mr. Savage offered to carry on the negotiations. vi henvo anie

In the winter of 1955 Mr. Savage inspected the various highways within a radius of a few miles. He reviewed the matter of cables and poles with several different company men and was told that a new cable was to be run from Bar Harbor, by way of Eagle Lake Road, to the new Asticou Corner building; and that another new cable was to be run from that new building into Northeast Harbor village, and thence by way of Summit Road to the shore of Somes Sound, whence it would cross Somes Sound submerged, to serve the Southwest Harbor area. He was also told that the existing cable from Seal Harbor would be joined to these within the new building.

Mr. Savage made inquiries about the feasibility of removing cables and poles along the highways by effecting a joint line with the Electric Light Company and was told, in a general way, that a joint line from the corner into Northeast Harbor would be possible, in view of the low voltage of the electric lines on those poles, but that the new line from Bar Harbor, through the Sound District and to the corner would have to be established upon a separate series of poles. It was stated that the poles to be used through the Sound and beyond were mostly already in existence from previous use. The reason for not discontinuing these and for not making use of one joint line was on account of the fact that the electric lines along that Sound - Brown Mountain - Hadlock Pond roadway carry a current of 33,000 volts, which fact precluded company consideration. As for the line to Seal Harbor, the cable already in existence would be retained, and not being very old, would not be replaced.

This all sounded as though very little could be accomplished along the lines desired by Mr. Savage. However, he realized that the Telephone Company did very much desire the site at the corner and also that, if it could not be obtained, the Company would be forced to locate much farther away, since no land which they could buy would be available within at least a half mile. His discussions thus far had been with the Bangor office of the Telephone Company, where he had made several visits. Since the principal office of the company is situated at Portland, he decided to go there and to seek out the manager for Maine. He had a satisfactory visit and this gentleman, a Mr. Hutchinson, stated that at an early date he would come to Northeast Harbor and would look over the situation.

In the meantime Mr. Savage prepared a list of improvements which occurred to him as being of importance and which it seemed to him the telephone company might accept. These included the removal of cables from an old line of poles through Asticou, the cables in question being old and which had not been replaced in recent years as the cables beyond Asticou all the way to Seal Harbor had been. However, despite the fact that the Seal Harbor cable line was fairly new, he did include on his list the removal of a hideous line of poles which traversed the Seal Harbor beach in the sand above high-water mark. He also stipulated the removal of a line of poles in front of the Brown Mountain Gate House, not by suggesting a transfer of the cables there to the 33,000 volt line opposite, (which he had been told was impossible), but by placing that cable underground; he also suggested consideration for placing underground the line from the Gate House leading all the way down the hill to the new building. That old line had long been an execte and was particularly ugly from the standpoint of the view of Northeast Harbor which is suddenly disclosed to all who approach from the north.

After some time required for consideration, the Telephone Company replied that the poles on the Seal Harbor beach would be removed, and also the poles from the immediate Asticou area; the Company likewise agreed to an underground installation in front of the Gate House. But on the proposal to place underground the line leading down the hill they declined, other than to state that if it were to be done the Company would expect to be compensated for the cost, which was estimated at about \$2,500. Mr. Savage replied expressing satisfaction for the improvements which they had agreed to do and mentioned that he would confer with Mr. Rockefeller in due course. The Company expressed the hope that such a conference might be held at an early date, in view of the pressure for time, since the whole dial system for the Island was proceeding in orderly schedule, except for this matter of a site for the new building. This was in May, 1955. Mr. Savage answered that he would not be seeing Mr. Rockefeller until after his arrival at Seal Harbor in the summer and they again replied, expressing some concern for delay, but stating that a summer conference would be all right. Mr. Savage expressed anew his belief that the Company ought to place underground its line from the Gate House down the hill, but was told that compensation would be required. He decided to delay awhile further.

About this time a rather odd circumstance occurred. One day Mr. Savage was driving along the shore of Upper Hadlock Pond and noticed telephone workmen placing bolts and clamps on the electric light poles which border the road. Had he not been driving by and have noticed that the workmen were working from a telephone truck rather than from an electric light truck, he would not have realized that the bolts and clamps were telephone and not electric company equipment. The poles in question support the 33,000 volt line.

Mr. Savage wondered at this. He knew that a previous telephone cable ran through the waters of the pond and had supposed that the new one to be installed would be similarly submersed, since to place a second line of poles along the shore of the pond at that particular point presented difficulties. However, he couldn't believe, (in view of what he had been told about the 33,000 volt factor), that the electric poles could be considered. He made an immediate trip to Bangor and held a long and to some extent, searching inquiry. He was told that, while the Company preferred not to use a 33,000 pole line for carrying their cables, there could be exceptions to this for certain short runs, by using special equipment, and that in this instance the special equipment required was cheaper than the under water cable would Since this completely violated what he had been told previously, be. Mr. Savage immediately demanded that for the Gate House area the cable be removed from in front of the building, be placed on the hydro poles opposite, and be similarly placed for the remaining distance descending ferences, etc.), that at one point the Company was thinkindlid add me

This conference created something of a stir, but Savage flatly refused to proceed with negotiations unless they would be willing to go along with this improvement. After returning home he was beseiged for a time with telephone calls from both Bangor and Portland, but did not yield. A few days later he was informed that the Company would acceed, and would remove the entire line of poles from north of the Gate House and all the way down the hill to the corner.

did so into the matter with the Portland office and was assured

he empressed it. with the electric company, but that they

After a time, (it was now early summer, 1955), some representatives of the Company called on Mr. Savage and he took this occasion to drive them around. They visited the Seal Harbor beach and the other sites previously described. Mr. Savage pointed out to them the joint line which had been accomplished at Bracy Cove a year or two previously and likewise mentioned that following that improvement, the Seal Harbor Water Company, as a public improvement service, had removed their water lines which had been exposed on top of the pebble beach, and had buried them. He expressed the wish that a further joining of the lines could be accomplished from the Bracy Cove beach up the hill to the new work which Mr. Rockefeller was then beginning at the former Marlatt place. Since this did not involve particular difficulties, they agreed to it on the spot, even though it was in addition to all At that same time the lines bethat had been previously provided. yond the Marlatt Place and over Harbor Brook ware examined and Mr. Savage expressed some thought about possible improvements there, but did not press the matter, since the uncertainties of State Road work, plus

other factors indicated that a better time should be chosen. The company representatives urged anew the pressure of time and stated that further delay in acquiring title to the needed site would produce serious difficulties for them, since their whole schedule was getting out of balance with the passage of each day. As Mr. Savage suspected that little more could be accomplished and that it was obviously unfair to seek more, he stated that he had no donbt but that the small site would be deeded to them very shortly. It was. All told, these negotiations resulted in the removal of 70 telephone poles.

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and held a long and to some extent, searching inquiry.

Subsequent to the completion of these negotiations, Mr. Savage had occasion to make another visit to the offices in Bangor. In going over the Telephone Company's plans he discovered that since their original scheduling the Company engineers had concluded to remove the whole cable from Asticou to Seal Harbor and to install a new one, as being more consistent with their other new work. He was told by an engineer, (who didn't know anything about all of these previous conferences, etc.), that at one point the Company was thinking of "going joint" as he expressed it, with the electric company, but that they had concluded not to do so, and had decided to retain their own line of poles and to place the new cable on these, since the poles themselves had a considerable period of useful life left and they couldn't justify the book-keeping write-off. It became immediately obvious to Mr. Savage that if he had had this information earlier, perhaps twice as many poles along the roadsides here could have been eliminated. However, it was then too late; much of the preliminary work had been done. He did go into the matter with the Portland office and was assured that at some future time the new cable would be transferred to the electric poles over the whole distance. It probably will be, although when is a matter for conjecture. The situation should be kept in mind. sites previouely described. Mr. Savege pointed out to them the joint line which had been seconditable at Buary Cove a year or two previously

and likewise mentioned that following that improvement, the Sail Hasbor Mater Company, as a public improvement service, had removed their water lines which had been exposed on top of the pebble brach, and had buried them. He expressed the wish that a fatther joining of the lines could be accompliant from the Bracy Cove brach up the bill to the new work which Mr. hockefeller was then beginning at the former Mariats place. Since this did not involve particular difficulties, they agreed to it on the spot sets theory of the tent that into had been previously provided. At that same the lines bethey agreed to it on the spot sets black better best heat the they agreed to it on the spot, even though it was in modified to all word the Mariari Place and over Hatbor Breek wate the sheat of the lines besize the Mariari Place and over Hatbor Breek wate there, but did by any spread to the moorthe about possible large over the there, but did more previously provided. The opposite diagrams have been drawn to indicate two possible situations: (1) the proteble condition which would be in existence to-day, had the land transfers of 1954 - 1955 not taken place, and (17) the actual result in 1960. Only principal land ownerships are indicated, with but diagrammatic representation of lines.

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Another possibility, and one to think about, might not have mapends by now, and yet one wonders. The large field (d) at the large, i of the harbor adjacent to the Asticow has alght have been rold fir some was completely out of harmony, not only with the immediate last way, but of that of the commulty as a whole. The land is there, it is sightly, it is soceablide, and it is useful. It is the one large tract of shore front land, all cleared, ready to use, which remains avaiable hereshouts. Other sizes there are, and some with better views, but none of this large size and with so and first area. There is no other which shill remains incorrected and unused on this south shore of Mount Posert. When one sees the newber of itinerant public accountdations which here spring up is so many similar glaces in these recent years, which this field have large reached on this south shore of dations which here spring up is so many similar glaces in these recent years, which this field have long reached we the set of the word of the state the spring up in so many similar glaces in these recent years, which this field have long reached we next The opposite diagrams have been drawn to indicate two possible situations: (I) the probable condition which would be in existence to-day, had the land transfers of 1954 - 1955 not taken place, and (II) the actual result in 1960. Only principal land ownerships are indicated, with but diagrammatic representation of lines.

Two situations appear to be reaspnably certain: these are shown on diagram (a): the probable logged-over area from Hadlock Pond south to the village, (b), the virtual certainty of a commercial telephone centre in the fork of the roads at the corner. The ridge of Schoolhouse Ledge would have been devastated, most of the good standing timber removed, and the debris left. All of the trails over that ridge would have been obstructed and perhaps permanently destroyed. Quantities of dry brush would have remained, much of which in a highly flammable state would still be there to-day. Had the area been small, or remotely situated, the matter would hardly have been serious, but in this instance neither condition wessted. The area bordered the principal approaches both to Northeast Harbor and to Seal Harbor.

It seems certain that the Telephone Company would have succeeded in negotiating the purchase of the corner land directly between the joining of the ways at Asticou Corner. Had that happened, the Company would have built a neat, utilitarian building of the type and character of the one which they did build west of the road. The structure would have been correctly designed for the purpose and the small plot surrounding it would have been neatly planted and kept. However, it would not have fitted the site and it would have been there on the corner for all time, completely preventing any more inspired use of that corner, (for instance, that of a small park such as the green at Seal Furthermore, no bargaining situation would have occurred Harbor). which forced the company to make extensive improvements in the roadside It is probable also that inharmonious signs would have pole lines. come along, several requests for permission to put then up having been made and refused since the transfers.

Another possibility, and one to think about, might not have happened by now, and yet one wonders. The large field (c) at the head of the harbor adjacent to the Asticou Inn might have been sold for some use completely out of harmony, not only with the immediate land use, but of that of the community as a whole. The land is there, it is sightly, it is accessible, and it is useful. It is the one large tract of shore front land, all cleared, ready to use, which remains available hereabouts. Other sites there are, and some with better views, but none of this large size and with so much flat area. There is no other which still remains unoccupied and unused on this south shore of Mount Desert. When one sees the number of itinerant public accommodations which have sprung up in so many similar places in these recent years, would this field have long remained vacant?