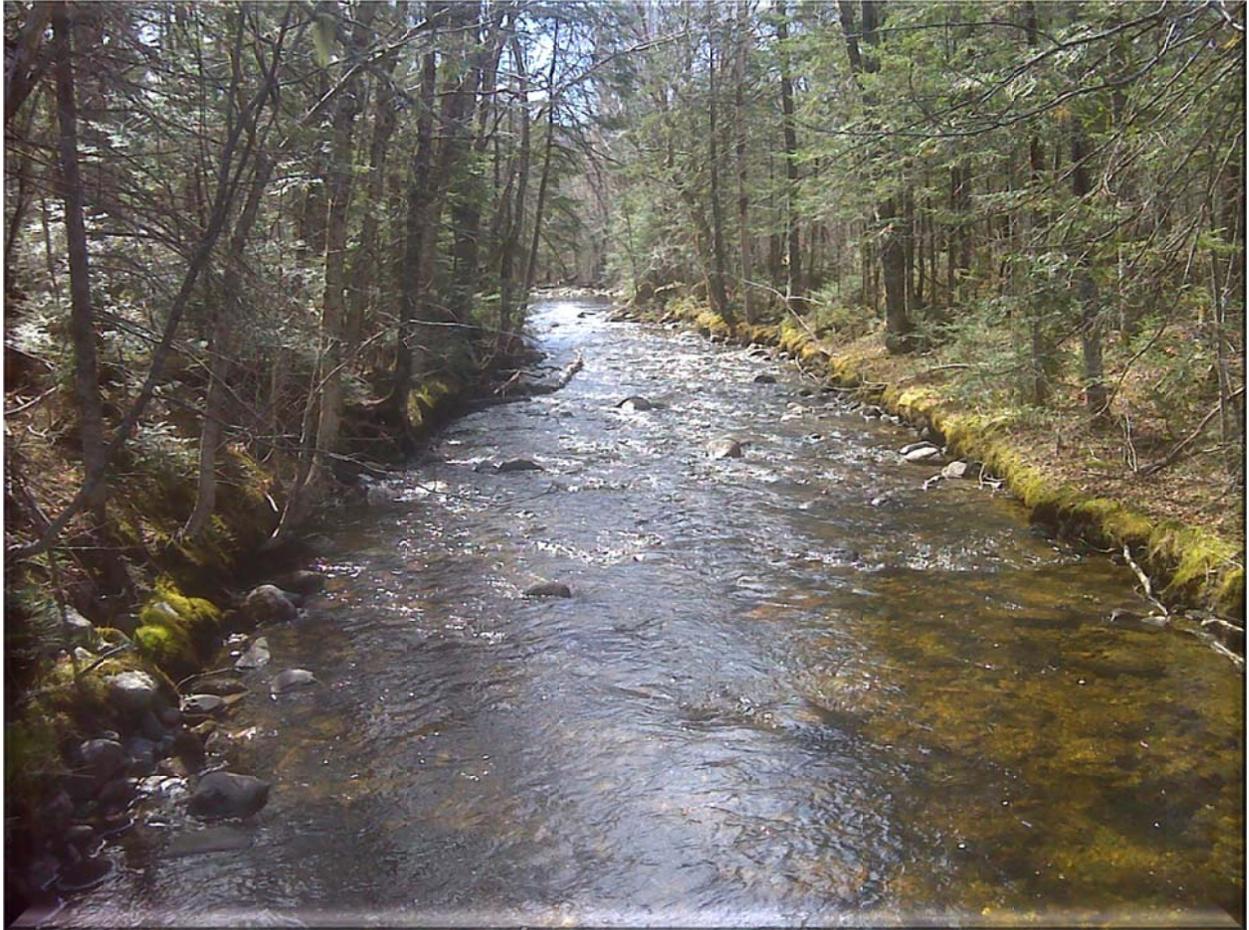


Maine

Forest Legacy Program



Perham Stream, Photo Courtesy of Andy Cutko, MNAP

Perham Stream Proposal

Prepared by

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Trust for Public Land

June 16, 2014

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A. Maine Forest Legacy Program Summary Information Form

Maine Forest Legacy Program proposals are due once each year, generally June 1st. Proposals in five copies must be sent to the Department of Conservation, Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333-0022. An electronic copy of the proposal must also be submitted by CD or DVD. Please provide the following information as part of your Maine Forest Legacy Program proposal.

Date: June 15, 2014

Project Title: Perham Stream Conservation Easement

Project Location (township and county): Mount Abram and Madrid Townships

Name, Address, Telephone Number and Contact Person of Landowner:

Dan Hudnut
Bayroot, LLC
c/o Wagner Forest Management, Ltd.
150 Orford Road
Lyme, NH 03768
Tel: (603) 795-2002
Fax: (603) 795-4631

Name, Address and Telephone Number and Contact Person of Partner Organization (if applicable):

Gregg Caporossi
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MID-ATLANTIC
9324 Virginia Avenue Bldg Z 144, Norfolk, Va
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Land Protection Method (easement or fee) and Management Entity Proposed:

The partners will acquire a conservation easement to be held by the Department of Agriculture, Conservation and Forestry, Division of Parks and Public Lands

Abstract of Project:

The Perham Stream project would place a conservation easement on 6,429 +/- acres of working forest land sharing a 1.5 mile border with the Appalachian Trail and directly abutting Orbeton Stream (FY 12 Forest Legacy project) to the west and Mount Abram Preserve to the east. The property hosts important ecological features and supports endangered Atlantic salmon, native brook trout, potential Bicknell's Thrush habitat and a wide variety of motorized and non-motorized recreational opportunities. Conservation of this property will help ensure a continued source of sustainably managed forest products while protecting a strategically important parcel that builds on past and current investments by State, federal and NGO partners.

Estimated Total Project Cost: \$2,300,000

Acquisition cost: \$2,200,000

Preacquisition costs including, but not limited to, legal, survey and appraisal costs:
\$100,000

Forest Legacy Funding Request (\$) (must not exceed 75% of the above Total Project Cost):
\$1,725,000

Matching Funds to be provided (\$ and source) (must equal at least 25% of the Total Project Cost): \$575,000. The required match for this project will be raised by TPL and the U.S. Navy through a combination of REPI (Readiness and Environmental Protection Integration) and private fundraising.

Annual Management Costs and Easement Stewardship Endowment Commitment (see BPL's Easement Monitoring Costs and Stewardship Endowment Levels for Maine Working Forest Easements for requirements: <http://www.maine.gov/doc/parks/forestlegacy.shtml>):

Yes, the project partners agree to raise the appropriate level of endowment funding as determined by Bureau of Parks and Lands.



Applicant Signature

B. Maine Forest Legacy Program Minimum Required Criteria

1. Parcels must be within Maine’s Forest Legacy Area.

The Perham Stream project is located in Mount Abram and Madrid Townships in Franklin County which is listed in the 2010 Maine Forest Legacy Program Assessment of Need as within the Maine Forest Legacy Area.

2. More than 50% of land must meet definition of commercial forest land (land used primarily for growth of trees to be harvested for commercial use, but does not include ledge, marsh, open swamp, bog, water and similar areas, which are unsuitable for growing a forest product or for harvesting for commercial use even though these areas may exist within forest lands).

The Perham Stream property is 6,400+/- acres of traditional working forest. Almost the entire property is operable timberland and has a long history of commercial forestry.

3. Parcels must be threatened by conversion to non-forest use (contain characteristics making it attractive to changes so that traditional uses are at risk such as: close proximity to public roads and/or utilities; short travel time from population centers; existence of scenic values and water resources such as streams/rivers/ponds/lakes; or presence of outdoor recreation opportunities). It is recognized that pre-acquisition of land may occur by a land protection partner at the request of the State as part of the land protection strategy for particular parcels. In this case, the parcels must have been threatened by conversion to non-forest use prior to preacquisition to meet the Minimum Required Criteria for Maine’s Forest Legacy Program.

The Perham Stream parcel is highly susceptible to conversion to non-forest uses. The property is proximate to the resort centers of Rangeley and Carrabassett Valley and significant development and parcelization has occurred on adjacent property (See Section 5, Threatened Criterion, p. 17).

4. Proposed holder of right, title or interest in parcel must be among those cited in Maine’s Statewide Forest Resource Assessment.

The Maine Bureau of Parks and Lands is the proposed easement holder.

5. To the extent that it has the legal authority to do so, the landowner must guarantee unencumbered foot access to the parcels.

The landowner has agreed to the terms of the model Land for Maine’s Future easement which requires pedestrian access (see Appendix D, Draft Easement).

6. Landowner must guarantee access on the parcels for non-motorized recreational uses of the parcels, such as hunting, fishing, hiking, cross-country skiing and wildlife watching by the general public.

The landowner currently allows motorized and non-motorized recreational uses on the property and has agreed to continue to do so under the terms of the model Land for Maine's Future easement which requires pedestrian access (see Appendix D, Draft Easement).

7. Proposal must meet Forest Legacy Program match requirements (the Forest Legacy Program will pay no more than 75% of the total project costs).

The required match for this parcel will be raised by TPL and the U.S. Navy through the REPI program and private sources.

C. Maine Forest Legacy Program Scoring Criteria
(for applications that meet Minimum Required Criteria)

Maximum Total Points: 110

IMPORTANCE CRITERIA (30 points maximum)

1. Identify total size of project: (0 pts if < 10,000 Acres; 5 pts if >10,000 Acres).

6,400+/- acres in easement to the Bureau of Parks and Lands

2. Describe to what extent the project contains each public value

- a. Economic benefits from timber and potential forest productivity (including landowner commitment to sustainable forest management in accordance with a management plan and whether land is third party certified; whether forestry activities contribute to the region's resource-based economy; and whether the property contains characteristics to sustain a productive forest)**

According to the Franklin County Development Corporation, Franklin County has the highest percentage of workers in the forest products industry in Maine and New Hampshire. In 2007, over 20% of employment was in forestry, logging, wood products, paper, and furniture manufacturing. When completed, the conservation easement on Perham Stream will help ensure that the property will be able to continue to provide a critical land base for timber products and markets in the region while also providing recreational opportunities that attract spending and investment from outside the community.

There are six mills within roughly an hour's haul of Perham Stream: Jay, Rumford, Stratton, Skowhegan, Athens and Madison. Wood off of the Perham Stream property feeds sawlogs, pulpwood and fiber for numerous wood markets in the area which in turn support jobs at local mills, chipping facilities, biomass plants, logging companies and trucking companies. Currently, all pulpwood from the property supplies the NewPage mill in Rumford; spruce-fir sawlogs supply Stratton Lumber Company; pine sawlogs supply mills in Dixfield; and hardwood sawlogs supply Kennebec Lumber.

Under Wagner's business model, the Perham Stream property directly supports a full time forester, and contracts out to logging firms to conduct harvest activities. Depending on size of the harvest area and machinery used, a typical logging crew employs 10 – 12 workers per harvest.

Perham Stream has the characteristics to maintain a sustainable supply of wood products for the foreseeable future. According to the Natural Resource Conservation Service (NRCS) Soil Survey Geographic (SSURGO), 4,123 acres are classified as High Productivity Forest

Soils, defined as soils with a productivity score greater than 43 after all slopes greater than 35% have been removed. Based on the property's physical characteristics, 4,950 acres are classified as "private workable forests", defined as privately held forests considered to be economically viable due to size of the holding, slope, degree of fragmentation and quality of the soils.

b. Economic benefits from non-timber products (such as non-timber forest products and guided outdoor recreation)

The High Peaks region is the center of inland recreation in Maine and includes two major destination resorts in Carrabassett Valley (Sugar Loaf) and Rangeley (Saddleback). Recreation and tourism has traditionally focused on these resort areas in the winter. However, the High Peaks region has developed into a year round destination offering skiing and snowmobiling in the winter and hiking, fishing and ATV touring in the summer months. This trend will continue in the future as the High Peaks region continues to develop a brand, attracts further investment in the tourism economy and maturation of the off road vehicle touring market.

Over time, the economy in Franklin County has transitioned from reliance on the harvest and manufacture of forest resources, to a more diverse mix of retail, recreational services, and manufacturing. In 2010, approximately 33% of all businesses in the High Peaks region deliver services associated with the recreation industry, such as retail, lodging, and dining¹. From an employment perspective, 2.8% of all jobs in Franklin County were in the Agriculture, Forestry, fishing & hunting sector; compared to 12% for arts, entertainment, recreation and lodging².

In addition to economic activity generated from recreational trail uses, the Perham Stream property is a popular destination for hunting, fishing and wildlife viewing. Known throughout the region for its healthy moose and deer populations, the property has supported local commercial guides for decades. As wildlife watching has grown in popularity, this recreational activity has become another source of income for local guides. In the early spring and late fall birders visit the property (there is a birding interpretive trail a few miles away along Perham Stream), and it is a destination for guided moose watching during the fall rutting season.

High quality recreational opportunities have attracted new residents and visitors to the region. Across Franklin County, 33% of all housing units are for seasonal, occasional or recreational use³. Seasonal residents highly value recreation and want camps or summer homes located close to opportunities for biking, paddling, ATV riding, snowmobiling, hiking

¹ U.S. Census, American factfinder, <http://factfinder2.census.gov/>

² U.S. Census, American factfinder, <http://factfinder2.census.gov/>

³ U.S. Census, American Factfinder, <http://factfinder2.census.gov/>

and skiing – activities dependent upon the growing network of connected trails. The growth in the tourism and recreation industries has also led to profound changes in the economy of Franklin County.

c. Public recreation opportunities

The High Peaks Region is a major recreational hub in interior Maine and includes two destination resorts in Carrabassett Valley (Sugar Loaf) and Rangeley (Saddleback). Outside of these destination resorts, the High Peaks offers some of the most extensive trail networks in New England, including:

- 435 miles of ATV trails (35% of statewide trail network)
- 40 miles of mountain bike specific trails
- 65 mile Maine Huts and Trails
- Long sections of the Maine Interconnected Trail system
- 32 miles of the Appalachian National Scenic Trail
- Miles of hiking trails and logging roads

This trail network supports a variety of motorized and non-motorized recreational uses attract seasonal visitors and residents alike. Although ATVs, snowmobiles, hikers, hunters, fishermen and other recreational users regularly access the property, there are few sanctioned trails at present.

Motorized Trails

Existing recreational trails on the Perham Stream property are currently limited to use of the extensive network of haul roads on the property and a small portion of the Interconnected Trail System (ITS) snowmobile route number 84 in the southwest corner. In the past there has been illegal motorized use of management roads, and some riders have accessed the alpine area along the Mt Abraham ridge. Due to past abuses by some motorized users, the current landowner has limited these opportunities but would consider designating trails for motorized and non-motorized use as part of the this conservation project.

Hunting, Fishing and Wildlife Viewing

The Perham Stream property is a popular destination for hunting, fishing and wildlife viewing. The Perham Stream property is well known regionally for its healthy moose populations, which has supported commercial guiding operations for years. Wildlife watching is also popular. In the early spring and late fall birders visit the property (there is a birding interpretive trail a few miles away along Perham Stream), and it is a destination for guided moose watching during the fall rutting season.

As stated elsewhere, Perham stream originates on Lone Mountain and flows for 7 +/- miles through the property before converging with Orbeton Stream. The Perham is an important

fishery for native Brook trout, Atlantic salmon and a self-sustaining population of brown trout. According to Robert VanRiper, a fisheries biologist with Maine Division of Inland Fisheries and Wildlife, Perham and Orbeton Streams are popular with anglers interested in catching native fish.

Hiking Trails

The Perham Stream property includes 1.5 miles of frontage on the Appalachian National Scenic Trail corridor, and is visible from the trail for several miles. Protecting the property will help ensure the visual integrity of this important segment of the AT. The Mount Abraham Ridge Trail connects the AT to the summit and Kingfield via the popular Fire Warden's Trail which starts at Rapid Stream on the northeastern side of the ridge.



Figure 1. Farmer Mtn. summit registry, Photo courtesy Andy Cutko, MNAP

While neither of these trails cross the property, protecting the Perham Stream property will preserve the viewshed on one of the least developed sections of the Appalachian Trail. As noted by Claire Polfus, Maine Conservation Resource Manager with the Appalachian Trail Conservancy,

“ The Perham Stream project area can be seen from multiple viewpoints along the A.T. including the alpine ridges of Saddleback and the side trail up Mt. Abram. This section is one of the most demanding of the entire 2,185 miles of the Trail, but the tremendous views of Maine's mountains, forests and lakes from the summits and ridges make it also one of the most rewarding. Many of the thousands of hikers who hike this section annually often cite the High Peaks region as their favorite along the entire Trail.”

The close proximity of both the A.T and Fire Warden's Trail means that this is also a popular location for trail-less hiking and orienteering. There are several herd paths ascending the Mt Abraham ridge from management roads on the property. Finally, Farmer Mountain attracts peak baggers who use informal hiking trails to reach the summit as evidenced by a summit registry found by MNAP (see Figure 1).

Future Recreational Opportunities

A multitude of recreational activities occur on the property at present, but few of the uses occur on sanctioned trails. In the context of recreation planning, the role of conservation in the High Peaks is to stabilize the land base in order maintain public access, preserve the opportunity to connect and expand regional trail networks, and improve the quality of the recreational experience.

The Perham Stream property is a strategic acquisition to preserve the opportunity to connect existing trails between Orbeton Stream and Mount Abraham Preserve. At the same time, establishing sanctioned and managed trails is often a good buffer against unauthorized uses and provides a mechanism to address damage to property, sensitive alpine environments, or management roads.

- d. **High value plant and animal habitat as identified by state, regional, or federal programs, including but not limited to Significant Wildlife Habitat; Beginning with Habitat Focus Areas; habitat for rare, threatened or endangered plant or animal species (including Essential Habitat and Critical Habitat); and rare or exemplary natural communities.**¹

The Mount Abraham-Saddleback and Crocker Mountain Focus area (see Figure 2. BwH Focus Area Map) supports one of the largest and highest quality areas of alpine and subalpine habitat outside of Baxter State Park, and includes 13 types of rare or exemplary natural communities that provide habitat for 18 species of rare, threatened or endangered plants and animals (MNAP). As such, it supports regional and statewide biodiversity for rare alpine plants, animals and natural communities.

Like the broader High Peaks region, The Perham Stream property plays a critical role in the ecology of Maine's western mountains, providing essential habitat for a variety of indicator species, such as pine marten, Canada Lynx, Atlantic salmon, Brook Trout, Bicknell's Thrush (and other mountain birds).

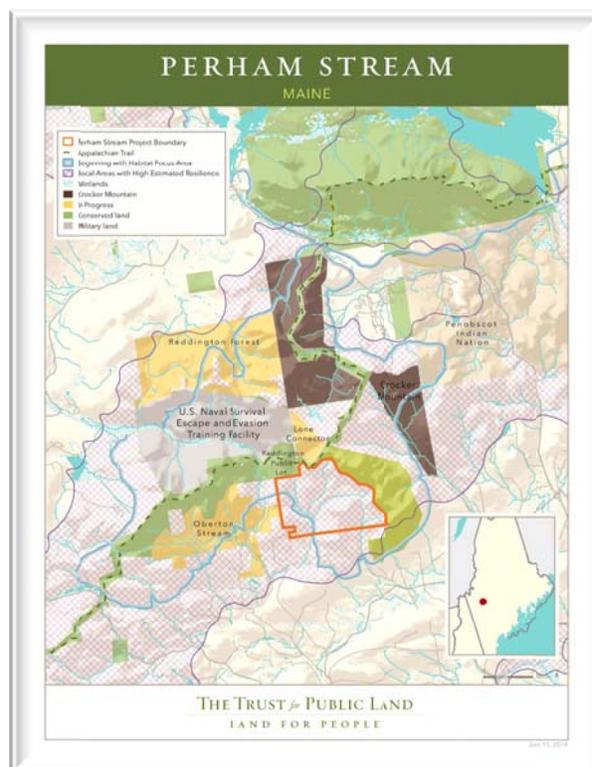


Figure 2. Mt. Abraham-Saddleback-Crocker BwH Focus Area

The Perham Stream property supports 11 distinct ecological systems defined by the Nature Conservancy, including:

- Montane Spruce-Fir-Hardwood
- Northern Hardwood Forest
- Mixed Northern Hardwood-Spruce Forest
- Low Elevation Spruce-Fir-Hardwood Forest
- Rocky Heath Outcrop
- Conifer-Hardwood Acidic Swamp
- Spruce Flat
- Calcareous Rocky Outcrop
- Wet Meadow-Shrub Swamp
- Freshwater Marsh
- Northern Hardwoods Forest: moist-cool

Elevation on the property ranges from under 1,500 feet along Perham Stream to over 3,200 feet on the summit of Farmer Mountain. The largest and most expansive community type is Montane Spruce-Fir Forest dominated by red spruce and Balsam fir. As the elevation drops, the forest transitions into Northern Hardwood Forest, dominated by beech-birch-maple. The summit and highest elevations support Fir-Heart Leaved Birch Subalpine Forest (S3). This change in elevation, and diversity of habitats at different elevations not only support biodiversity today, but are also expected to serve as important refuges for native species transitioning from lower elevations in response to changing climatic conditions.

At over 6,400 acres, the Perham Stream property provides unfragmented habitat for a number of wide-ranging species such as moose, black bear, and Canada lynx. Perham Stream's intact high elevation forests also support a number of songbirds, including: Bicknell's thrush, black-throated blue warbler, black-throated green warbler, blackpoll warbler, Magnolia warbler, the bay-breasted warbler, and others. Many of these songbirds depend on spruce-fir dominant forest types, which are predicted to decline significantly in a changing climate. While these species are not currently listed, their population trends are showing significant and persistent declines. As noted elsewhere in the application, the High Peaks region is one of the few areas in the Eastern US predicted to retain spruce fir forests as the climate warms.

According to a recent study by Publicover and Kimball⁴,

“The current priority for high-elevation conservation is the Saddleback/Abraham/Crocker region in Maine, the largest high-elevation area in the state and the greatest expanse of mostly unconserved high-elevation land in the northeast. Because of its recognized ecological,

⁴ Publicover, D. and Kimball, K. High-Elevation Spruce-Fir Forest in the Northern Forest: An Assessment of Ecological Value and Conservation Priorities, proceedings of 2012 ECANUSA Forest Science Conference

recreational and scenic importance this area is currently the focus of a high level of conservation attention with multiple projects underway.”

Rare, Threatened, or Endangered Natural Communities, Plants, or Wildlife Habitat:

The property is home to numerous rare species and natural communities that are identified by the Maine Natural Areas Program as being important for protection. These include:

Fir-Heartleaf Birch Subalpine Forest (S3) – Approximately 100 acres of the property contain Fir-Heartleaf Birch, a rare natural community restricted to areas above 3,000 feet and occupying only ¼ of 1 percent of the state’s forestland. The community is defined by balsam fir, or mixtures of fir and heart-leaf birch that form a dense canopy of somewhat stunted trees. Patches of heart-leaf birch and mountain ash are common where wind, fire, or landslides have created openings.

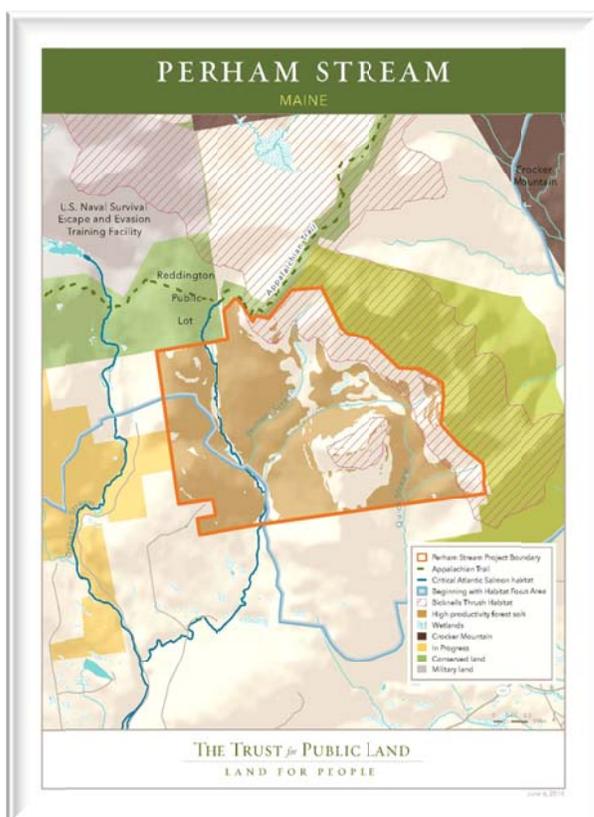


Figure 3. Perham Stream Natural Resource Values

Bicknell's Thrush (S3) – One of the rarest migratory songbirds in North America and a species of global conservation concern, Bicknell’s thrush is one of only 12 bird species classified as “very high priority” in the **Maine Comprehensive Wildlife Conservation Strategy**. Due to Bicknell’s Thrush’s rarity, the importance of protecting its habitat is widely recognized by the *International Union of Concerned Scientists*, the *U.S. Fish and Wildlife Service’s 2008 “Birds of Conservation Concern”*, *National Audubon’s 2007 Watchlist*, the *Maine Department of Inland Fisheries and Wildlife’s* list of Species of Greatest Conservation Needs, and the *Partners in Flight* Bird Conservation Plan. Approximately 2,195 acres are mapped as potential habitat for Bicknell’s Thrush (see Figure 3, Ecological Values). Bicknell’s Thrush has one of the most restrictive breeding ranges of any bird species in North America – restricted to balsam fir dominated forests in the northeastern US and Southeastern Canada. Recent population estimates indicate that fewer than 125,000 individuals survive today⁵. Bicknell’s Thrush depends on niche habitats – highly disturbed

⁵ Hart, et. al. 2010. *A Conservation Action Plan for Bicknell’s Thrush (Catharus bicknelli)*. International Bicknell’s Thrush Conservation Group.

fir-dominated forests - and has been documented to occur on Mt. Abraham, Saddleback, and Black Nubble in the Redington Pond Range.

Canada Lynx – A federally Threatened species, Canada Lynx require large areas of young, dense stands of balsam fir and northern hardwoods approximately 10 – 20 years old. This early successional forest type provides habitat for snowshoe hare and suitable areas for denning (MNAP). The entire property is mapped as being average or above average for key linkage for Canada Lynx using static habitat suitability models and spatially explicit population models⁶.

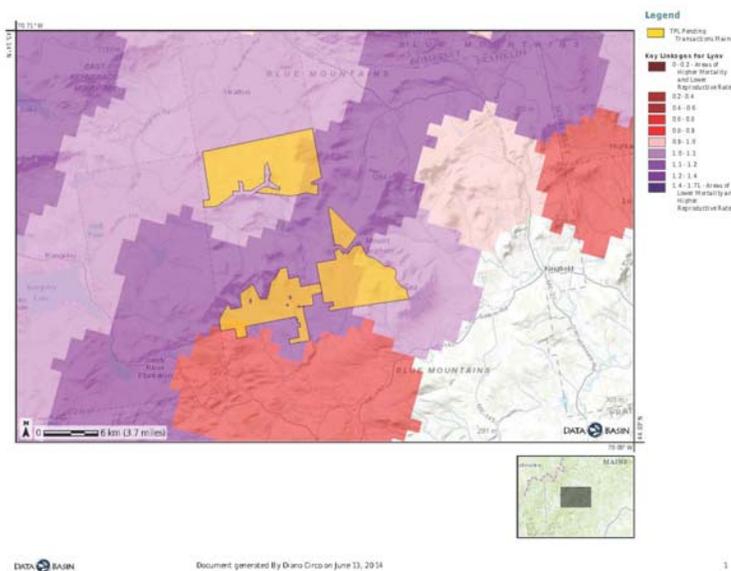


Figure 4. Key Linkages for Canada Lynx

Roaring Brook Mayfly (S1) – According to MDIFW biologists, Perham Stream supports caddisflies, stoneflies, and multiple species of mayflies. MDIFW biologists indicate⁷ that some of the cold, intact headwater streams within the property may also provide habitat for Roaring Brook Mayfly. This state endangered and globally rare species is documented to exist in only 12 locations in the world - 25% of which are located on abutting Crocker Mountain. The habitat is limited to high mountain streams with extremely cold water and steep gradients.

Northern Bog Lemming (S3) – According to MDIFW⁸, the Perham Stream property may support Northern Bog Lemming, a State Threatened Species. Northern Bog Lemming is exceedingly uncommon in Maine and has been found in only 5 locations, including the Redington Pond Range⁹. This small mammal is often found in moist, wet meadows or boggy areas, often in conjunction with arctic or alpine tundra and spruce-fir forest. In Maine, most occurrences are at elevations in excess of 2,000 feet.

⁶ Carroll, C. 2005. Carnivore Restoration in the Northeastern U.S. and Southeastern Canada: A Regional-Scale Analysis of Habitat and Population Viability for Wolf, Lynx, and Marten (Report 2: Lynx and Marten Viability Analysis). Wildlands Project Special Paper No. 6. Richmond, VT: Wildlands Project. 46 pp.

⁷ Perham Stream Rapid Ecological Assessment, Andy Cutko, MNAP, 2014.

⁸ MDIFW, personal communication with Sarah Demers

⁹ Maine Natural Areas Program Mount Abraham-Saddleback and Crocker Mountains Focus Area Description

The Perham Stream property is an important part of the greater mountain ranges ecological gradient connecting high elevation to lower elevations – providing critical connectivity for these species to adapt to a changing climate.

e. water supply and watershed protection, and/or containing important riparian areas, wetlands, shorelines, or river systems

The Perham Stream property contains over 14.5 miles of streams that make up the headwaters of the Perham (see Figure 4) and the Quick. Perham Stream is the largest tributary to Orbeton Stream, which joins the Sandy River near Madrid and eventually feeds into the Kennebec. The Kennebec headwaters that originate on the Perham Stream property (and nearby Orbeton Stream property) are federally designated as critical habitat for the endangered Atlantic salmon, and have been the site of Atlantic salmon restoration efforts by Maine Department of Marine Resources. 2013 marks the 8th consecutive year that Atlantic salmon have returned to Perham Stream to spawn.

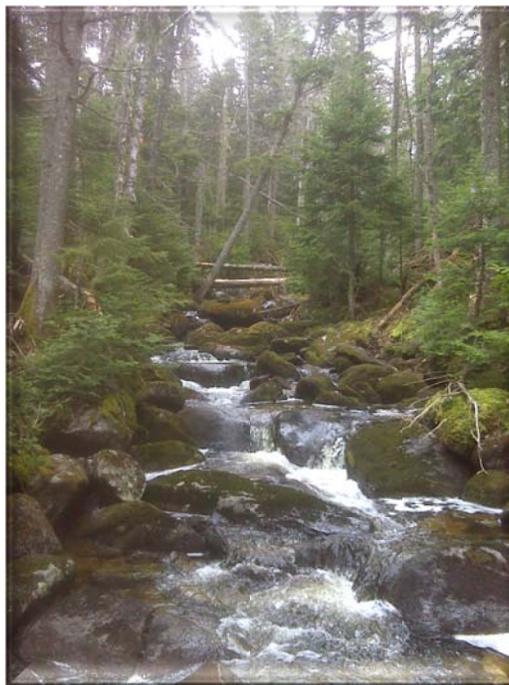


Figure 5. Upper Perham Stream, Photo courtesy of Andy Cutko, MNAP

According to the Brook Trout Joint Venture, over 5 miles of Perham Stream have been mapped as critical Brook Trout Habitat. Despite the property’s history of commercial forestry, the riparian corridor has remained intact and free of man-made barriers which has maintained Perham Streams cold water habitat, providing ideal conditions for wild Brook trout and a self-sustaining population of Brown trout. According to Robert VanRiper, Regional Fisheries Biologist for Maine’s Department of Inland Fisheries and Wildlife, salmonids inhabiting the Perham and Orbeton watersheds, “often move into and augment salmonid populations in the Sandy River”. As a result, MDIFW does not stock the upper Sandy River.

This project will prevent development on Perham Stream, protecting it from siltation, temperature increases, runoff and pollution that would reduce its value as a cold water fishery and spawning habitat for Atlantic salmon.

In addition to providing important aquatic habitat, as part of the Kennebec Watershed, the Perham directly feeds the Sandy and Kennebec rivers, which supply public drinking water for over 10,500 people in Skowhegan, Farmington and Strong. According to the U.S. Forest

Service's Forests to Faucets¹⁰ report, Perham Stream's forests are ranked in the 70% percentile for forests importance to surface drinking water.

f. Scenic resources (such as mountain viewsheds, undeveloped shorelines, visual access to water, areas along state highway system)



Figure 6. Views from Farmer Mountain

The Perham Stream property shares a 1.5 mile buffer with the Appalachian Trail and is in a foreground viewshed of both the AT and ridgeline on Mount Abraham Reserve and is visible from multiple viewpoints along the A.T. including the alpine ridges of Saddleback and the side trail up Mt. Abram. Both the A.T. and Mount Abraham Reserve rely on the dramatic "big mountain" scenery (see Figure 5) for which the High Peaks region is known. Protection of Perham Stream's terrain from development of telecommunications

towers, wind turbines, ski development or aggressive clear-cutting will provide long-term scenic protection to some of Maine's most important scenic landscapes and sensitive habitat.

g. Historic/cultural/tribal resources of significance as formally documented by a government agency or non-governmental organization

The property contains the remains of historic Barnjum Logging Camp, the first settlement in Mount Abraham Township. A spur on the Sandy River railroad, the regions narrow gauge rail line, greatly accelerated harvesting in the Sandy River watershed and led to the establishment of the Barnjum logging camp¹¹. Remains of the old mill and buildings associated with the railroad can still be found and occasionally draw history buffs to explore the area.

¹⁰ Weidner, E., Todd, A., 2011. From the Forest to the Faucet: Drinking Water and Forests in the U.S., USDA Forest Service

¹¹ Mount Abraham Unit Management Plan, Department of Agriculture, Conservation and Forestry, www.maine.gov

3. **Describe access to the project for recreational purposes: (0 pts if foot access to the parcel is not being guaranteed and/or vehicle access to project will not be available; 5 pts if foot access to the parcel is being guaranteed and vehicle access to the project will be available; scoring will recognize that vehicle access to certain lands such as high elevation parcels may not be appropriate).**

The Perham Stream property is currently open to motorized and pedestrian recreational uses. A network of logging roads allows vehicular access. While sections of the property may be closed for forest management purposes, the entire property would remain open to same public uses that are available today; hiking, hunting, fishing, cross country skiing, ATVs and snowmobiling.

4. **Describe the future forest management objectives, what entity will be responsible for future forest management and how the property will be sustainably managed to protect the values identified in #2. Scoring is based upon the degree to which future forest management will be consistent with the Land for Maine's Future Program's most current policy for working forest easements: (0 pts if not consistent; 5 pts if highly consistent).**

Bayroot, LLC will remain the fee owner of this property and Wagner Forest Management will manage if for long term production of forest products. Conserving this property will help insure that the current owner or future owners do not subdivide or convert the property to non-forest uses.

Bayroot, LLC's forest management plan covers its entire 570,000 acre ownership, including the Perham Stream property. Wagner Forest Management holds certifications from both the Sustainable Forestry Initiative (SFI) and Forest Stewardship Council (FSC) covering over 750,000 acres in Maine.

THREATENED CRITERION (20 points maximum)

5. **Describe the extent to which the values identified in #2 are under threat of loss or conversion to non-forest uses (or were under threat prior to pre-acquisition). Describe the type, severity and imminence of the threat. Include a description of any legal protections that currently exist on the property; landowner circumstances; adjacent land use; and physical attributes of the parcel that could facilitate conversion: (5 pts if threat of loss or conversion is low; 10 pts if threat of loss or conversion is moderate; 20 pts if threat of loss or conversion is high).**

This property is at significant threat of conversion to non-forestry uses that could imperil its ecological and recreational resources. The landowner has made it clear that they are in the process of divesting some of their timber holdings, having recently sold multiple holdings across northern New England, including Lone Mountain Connector, and preparing to sell other holdings in the region. While prospective buyers may purchase the property as a long term forest investment strategy, the property's location and scenic and recreational values make it

attractive for development. In recognition of the growing threat from development, the Land Use Regulation Commission Comprehensive Land Use Plan¹² makes the following statement about the Western Mountains portion of the jurisdiction:

“The multi-recreational nature of the area has made it particularly attractive for residential and recreational development. It is not surprising that the Western Mountains area is one of the fastest growing areas in the jurisdiction and holds the largest year-round population.”

An example of the immediate development threat is the relatively new East Madrid Road subdivision to the southwest of Perham Stream. Lot buyers have been attracted by the views over the Orbeton property to the Saddleback ridgeline in the background, and have cleared land to improve their view. The result is that a mile long section of the southerly margin of the Orbeton Stream valley now appears as a long row of developed house lots visible from the Appalachian National Scenic Trail. It is easy to conclude that this pattern of development could occur on the Perham Stream property if not conserved, since the Perham Stream property has many developable hillsides easily accessible by existing timber haul roads.

Large private estates are another kind of forest conversion threat appearing in the East Madrid Road area adjacent to the Perham Stream property. These are parcels of 50 to 200 acres that are no longer viable as commercial forestland and are often posted “no trespassing”. The owners of these lots use them as “private estate” residences and exclusive hunting/fishing preserves. The Perham Stream property offers both view and recreational amenities that would be attractive to estate buyers or for hunting/fishing camps.

In a 2008 letter, Patrick Keliher of the Maine Department of Marine Resources highlights the impact development could have on Perham Stream’s critical riparian habitat:

“One of the most immediate threats to the ecological integrity of headwater streams in Maine like Perham and Orbeton Streams is land use change. Land protection is one way to ensure that the productivity and habitat complexity of stream habitat for Atlantic salmon and native freshwater fishes is maintained.”¹³

¹² Comprehensive Land Use Plan for Areas within the Jurisdiction of the Maine Land Use Regulation Commission, Maine Department of Conservation, 2010.

¹³ Patrick Keliher, Bureau of Sea Run Fisheries, Maine Department of Marine Resources, by letter, 2008.

STRATEGIC CRITERION (30 points maximum)

6. Describe the property's relevance or relationship to conservation efforts on a broader level. Describe the scale of the broader conservation plan, the scale of the project's contribution to that plan, and the placement of the project within the plan area. Describe whether the project is adjacent to or otherwise located so as to significantly enhance the values of existing conservation land. (0 pts if property is not part of a broader conservation plan; 15 pts if the property makes a modest contribution to a conservation effort and is near already protected lands; 30 pts if the property significantly advances a landscape scale or watershed-based conservation strategy through infill and/or key linkages and supports previous conservation investments.)

The Perham Stream property connects with several existing conservation properties including property owned by the National Park Service (Appalachian National Scenic Trail), State of Maine (Mount Abraham Preserve), and the U.S. Navy's Redington SERE Base. With the recent addition of Crocker Mountain, imminent closing of Orbeton Stream (both FY '12 Forest Legacy), and ongoing work on Redington Forest, Perham Stream would create a 93,000 acre block of conserved land (See Figure 6, Locus Map). If Perham Stream is added to these existing conserved lands, over 77% of the Mount Abraham-Saddleback-Crocker BwH Focus Area would be permanently protected.

As Barbara Charry, a Conservation Biologist with Maine Audubon, notes,

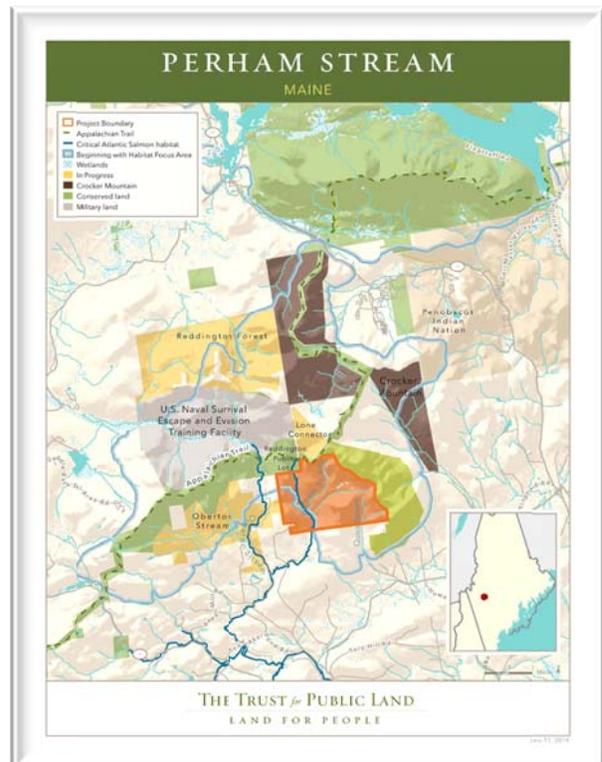


Figure 7. Locus Map

“The purpose of these BWH focus areas is to identify and encourage conservation of landscape scale areas that contain exceptionally rich concentrations of at-risk species and natural communities and high quality common natural communities, significant wildlife habitats, and their intersection with large blocks of undeveloped habitat. This project does just that.”

Viewed within a larger context, conservation of this property is a major step within the regional effort in the High Peaks to create important habitat protection, wildlife corridors and recreational connections between the Appalachian Trail, Bigelow Preserve, Mount Abraham Ecological Reserve, Redington Public Lot, the Pingree Easement, Rangeley Lakes Heritage Trust

conservation lands, Maine Appalachian Trail Land Trust properties, the Navy's SERE Base, and lands owned and managed by the Penobscot Indian Nation.

Although recreational uses on the property occur informally with no currently designated or supported trail corridors, Perham Stream serves as a strategic location to create connections to existing trail networks. A conservation easement over the property would ensure the opportunity to formally designated trail corridors on the property and make connections to existing trail networks where appropriate.

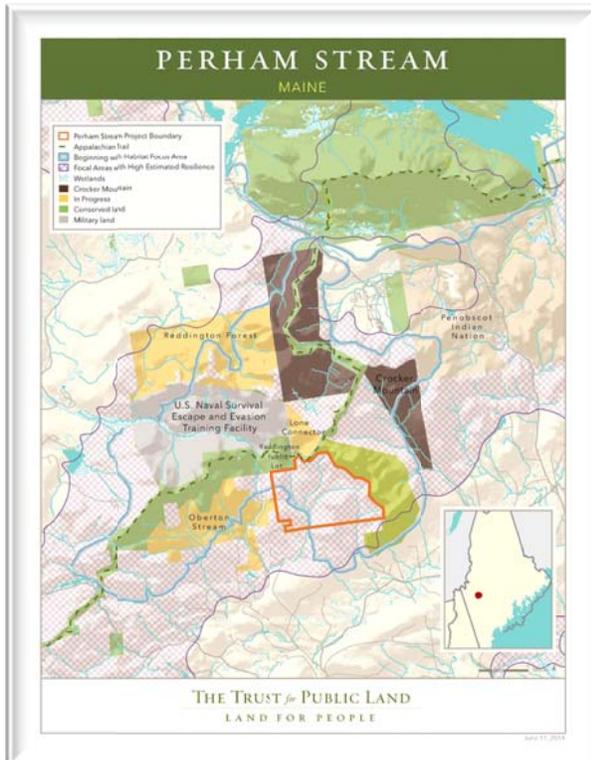


Figure 8. High Peaks Climate Resiliency

At the landscape scale, the High Peaks region's northern location, remoteness, and lack of development make this one of the best locations in Maine to act as a refuge for species stressed or displaced by a warming climate. Climate change models (see Figure 7, Resilient Landscape Map) predict that Maine's western mountains and lakes region is one of the few places in the Northeastern US that will maintain spruce fir forests, consistently cold winters, deep snow pack, and cold water temperatures critical to numerous species¹⁴. This region is projected to be the core of the residual extent of spruce-fir forest in the northeast¹⁵, providing critical refuge for certain species dependent on this forest type.

As Andy Cutko, Ecologist with the Maine Natural Areas Program, notes,

"The Perham Stream Project is an excellent example of the multiple ways in which habitat conservation may increase our landscape's capacity to adapt to climate change. First, the project encompasses a variety of physical features such as elevations, slopes, aspects, and soil type, and recent discussions about adaptation of natural systems have focused on the importance of these physical characteristics of a landscape. A conservation strategy designed to protect a landscape with wide range of physical characteristics will be more likely to support a full suite of native species in the future. Second, together with the adjacent conserved lands, the Perham Stream encompasses important

¹⁴ Climate Change in the Northeast, Northeast Climate Impacts Assessment Team, 2006.

¹⁵ Tang, G. and B. Beckage. 2010. Projecting the distribution of forests in New England in response to climate change. Diversity and Distributions 16: 144-158.

headwaters of multiple mid and high elevation streams. High elevation streams may serve as important refugia for aquatic biodiversity the climate warms.”

Due to the regions resiliency characteristics, Perham Stream’s connectivity with nearby conserved lands, and unique high alpine habitat, the property has been identified in numerous conservation planning efforts. The following demonstrates the relevance of the Perham Stream property to these initiatives:

State Planning Efforts

- 5,500 acres of the property lies within the Bigelow-Mount Abraham-Crocker Priority Habitat Focus Area, identified in the **Maine Comprehensive Wildlife Conservation Strategy**, which is an essential component of the **State Wildlife Action Plan**. BwH Focus Areas are, “natural areas of *statewide* ecological significance that contain exceptionally rich concentrations of at-risk species and natural communities and high quality common natural communities, significant wildlife habitats, and their intersection with large blocks of undeveloped habitat.”
- The Perham Stream parcel is within the Heart of the High Peaks pilot area, one of two potential pilot project areas identified in the State by Keeping Maine’s Forests (KMF). KMF is a broad-based coalition of landowners, mills, conservationists, sporting and recreational interests, tribal nations and local communities joined together in an effort to conserve the state’s forests and maintain a vibrant forest products industry.

Multi-State Planning Efforts

- This project is within the North East Kingdom VT-Northern NH-Western Maine Mountains high priority linkage for wildlife movement identified by **Staying Connected**. Staying Connected is “a collaboration of twenty public and private entities working together to maintain landscape connections across the northern forest region.”
- Perham Stream and the surrounding High Peaks region of Western Maine is one of the few areas in the Eastern US predicted to retain cold snowy winters, spruce fir forests, and subalpine vegetation as the climate warms¹⁶.
- The project area is within a Critical (Tier 1) Matrix Forest Block identified by **The Nature Conservancy’s Northern Appalachian-Acadian Ecoregional Assessment**. These Matrix Forest blocks are part of an extended area of contiguous large tracts of undeveloped land of sufficient size to support populations of wildlife that are difficult to maintain elsewhere.
- The property is identified as a “key linkage and network” within a Focal Area for High Resilience to climate change identified by The Nature Conservancy (TNC) and **North Atlantic Landscape Conservation Cooperative**.

¹⁶ Climate Change in the Northeast, Northeast Climate Impacts Assessment Team, 2006.

- NALCC classifies over 3,000 acres in the top 70 percentile for ecological integrity, meaning that the acreage has greater ecological integrity than 70% of other areas with the same ecological setting in the Kennebec watershed, placing it among the highest ranked unprotected properties in the region.
- The entire property is ranked above average for “local connectedness”, which measures how impaired the structural connections are between natural ecosystems within a local landscape, roads, development, etc.
- The entire property is identified as an area of Concentrated Ecological Flow. These are areas where key linkages concentrate and where species movement and flow accumulate.
- Over 5,542 acres are rated as above average for resiliency to climate change according to the Nature Conservancy.
- Perham Stream is in the **White Mountain to Moosehead Lake** corridor that has been named a pilot project within the US Department of Interior’s America’s Great Outdoors Initiative Northern Forest Landscape, and is a demonstration project for the North Atlantic Landscape Conservation Cooperative (NALCC) lead by the US Fish and Wildlife Service.
- The **Eastern Brook Trout Joint Venture** has identified the property’s Nash Stream sub-watersheds as high priorities for protection due to intact population of Eastern Brook Trout.

International Planning Efforts

- The project is within several important wildlife corridors identified by **Two Countries One Forest (2C1F)** utilizing models created at Clemson University. These models highlight critical wildlife corridors connecting existing protected lands stretching from New Hampshire through Maine into Quebec and New Brunswick. This project is located within all of 2C1F’s published connectivity models, emphasizing its importance for connecting wildlife to protected lands across the two-country landscape. 2C1F is an international organization dedicated to using landscape conservation to protect and maintain the Northern Appalachian/Acadian ecoregion, which includes 33-million hectares (80-million acres) and forests spanning the eastern edge of North America.
- The entire property is mapped as being average or above average for key linkage for Canada Lynx using static habitat suitability models and spatially explicit population models developed by Carlos Carrol¹⁷

¹⁷ Carroll, C. 2005. Carnivore Restoration in the Northeastern U.S. and Southeastern Canada: A Regional-Scale Analysis of Habitat and Population Viability for Wolf, Lynx, and Marten (Report 2: Lynx and Marten Viability Analysis). Wildlands Project Special Paper No. 6. Richmond, VT: Wildlands Project. 46 pp.

- A significant portion of the project area lies within a "Last of the Wild" region identified by the **Wildlife Conservation Society of Canada**.

READINESS FACTORS AND OTHER CONSIDERATIONS (30 points maximum)

- 7. Describe the degree of match being provided as a percentage of the Total Project Cost (the Total Project Cost is the sum of acquisition and preacquisition costs, but does not include stewardship endowment; do not include funds raised for stewardship endowment as match): (0 pts if percent match is <50%; 5 pts if percent match is 50% or greater).**

The project partners are requesting 75% of the purchase price from the Forest Legacy Program. The required match for this parcel (25%) will be raised by TPL and the U.S. Navy through the Readiness and Environmental Protection Integration (REPI) program. TPL will also cover all pre-acquisition costs related to survey, appraisal, title and environmental site assessment.

- 8. Describe the degree of project readiness including the status of each of the following:**
- preliminary appraisal**
We anticipate that a restricted appraisal report will be completed this fall.
 - agreement on easement or fee acquisition conditions between landowner and state**
The Trust for Public Land has agreed on purchase terms with the landowner and the option agreement is under review by each party's respective attorneys.
 - cost-share commitment has been obtained from a specified source**
The U.S. Navy has committed to acquire an easement over the Perham Stream property subject to satisfactory review of all due diligence and final easement terms.
 - signed option or purchase and sales agreement is held by the state or at the request of the state OR at the request of the state, conservation easement or fee title is held by a third party**
An option agreement will be signed by the landowner and the Trust for Public Land.
 - title search is completed**
A title commitment has been ordered.
 - minerals determination is completed**
Minerals determination will be completed as part of the title commitment.
 - stewardship plan or multi-resource management plan is completed**
None.

9. Describe the nature of ongoing management and stewardship of the fee or easement parcel. If fee, describe the potential for the parcel to generate revenue through timber harvesting, recreational fees, or other revenue streams directly connected to the parcel. Describe the annual management and stewardship costs of the parcel and the size of endowment needed to cover these costs using, in the case of easements, the model recommended in BPL's Monitoring Costs and Stewardship Endowment Levels for Maine Working Forest Easements <http://www.maine.gov/doc/parks/forestlegacy.shtml> or more recent BPL guidance, or, in the case of fee lands, most recent BPL guidance on the issue. Describe landowner or conservation partner's commitment to raise the necessary endowment. (0 pts if easement without commitment to raise full stewardship endowment; 20 pts if easement with commitment to raise full stewardship endowment; 10 pts if fee parcel with no or partial endowment commitment; 20 pts if fee parcel with commitment to raise full stewardship endowment or applicant demonstrates that land management will yield sufficient revenue, beginning at closing, to fully support land stewardship)

Wagner Forest Management currently manages the Perham Stream property for Bayroot, LLC as a working forest with access for public uses. The Trust for Public Land is committed to raising the full stewardship endowment as determined by the Bureau of Parks and Lands.



June 3, 2014

Kathy Eickenberg
Chief of Planning
Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

Dear Kathy:

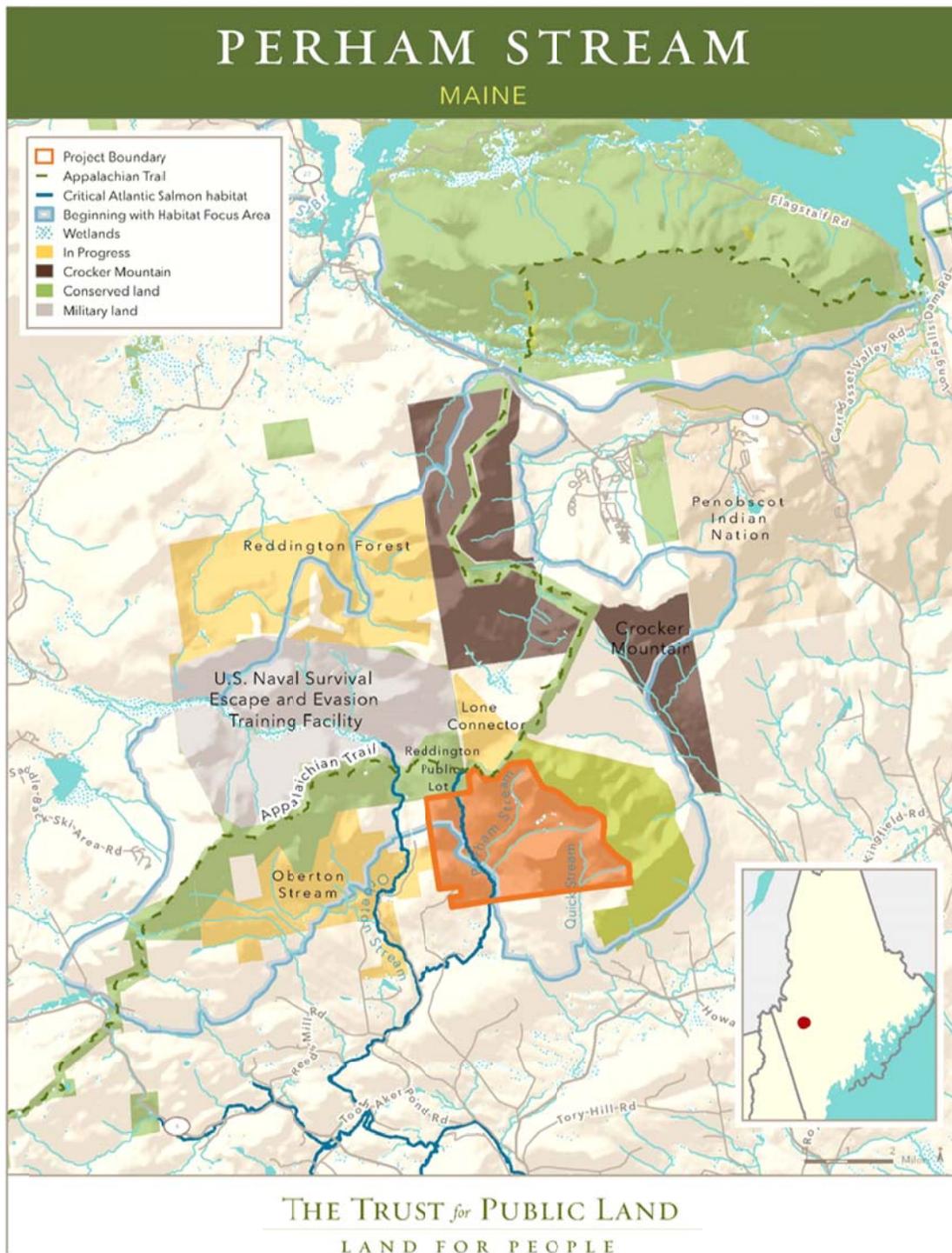
I am writing on behalf of Bayroot LLC to give The Trust for Public Land permission to submit an application to the Maine Forest Legacy Board for the project referred to as Perham Stream/Farmer Mountain, located in Mount Abram and Madrid Townships. I am pleased to be working with these non-profit partners, the Forest Legacy Program, and the State of Maine to permanently conserve this land.

I understand that this letter does not obligate me to convey land or conservation easements to any organization but rather expresses my support for the Forest Legacy application.

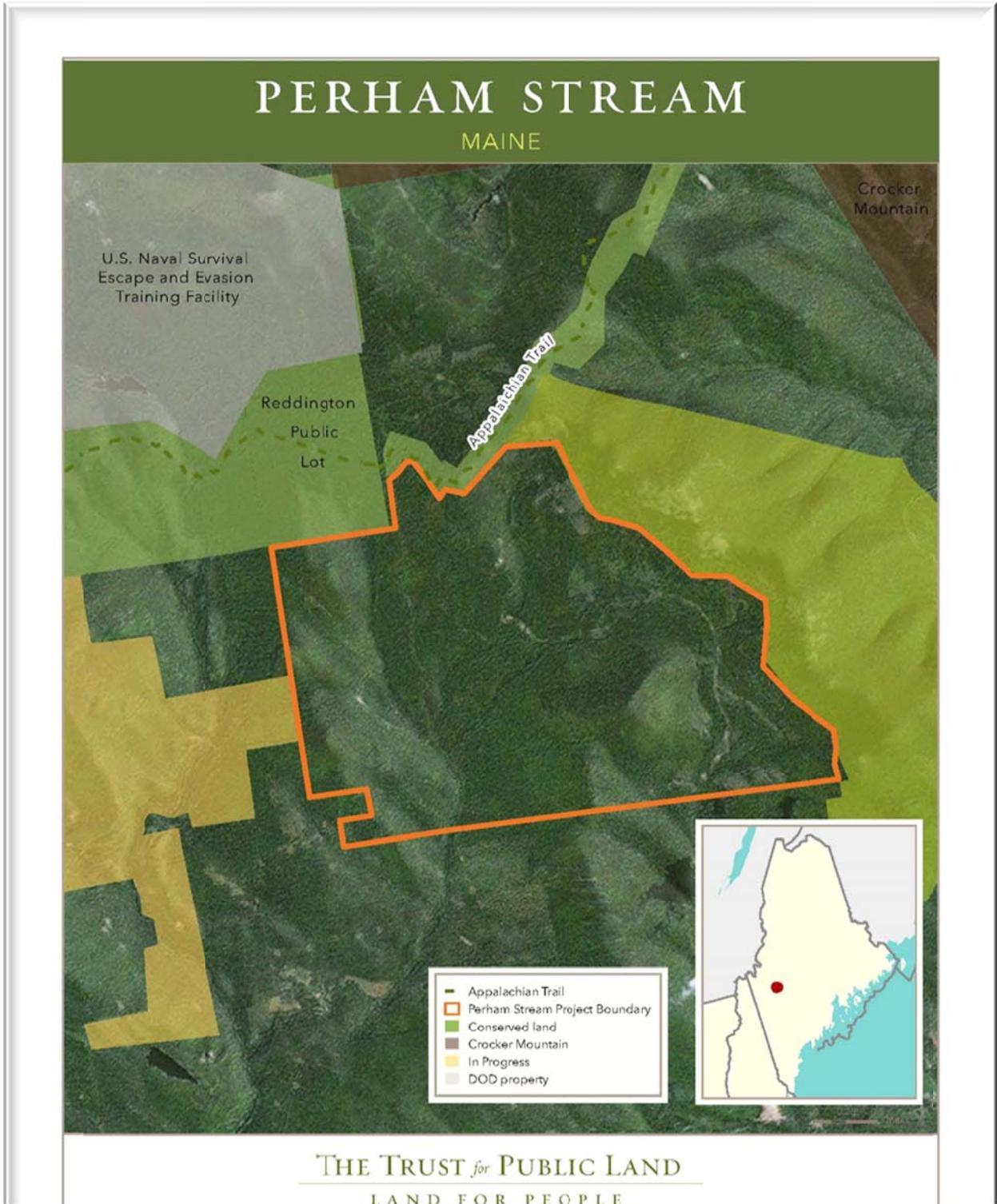
Sincerely,

Daniel H. Hudnut
Vice President

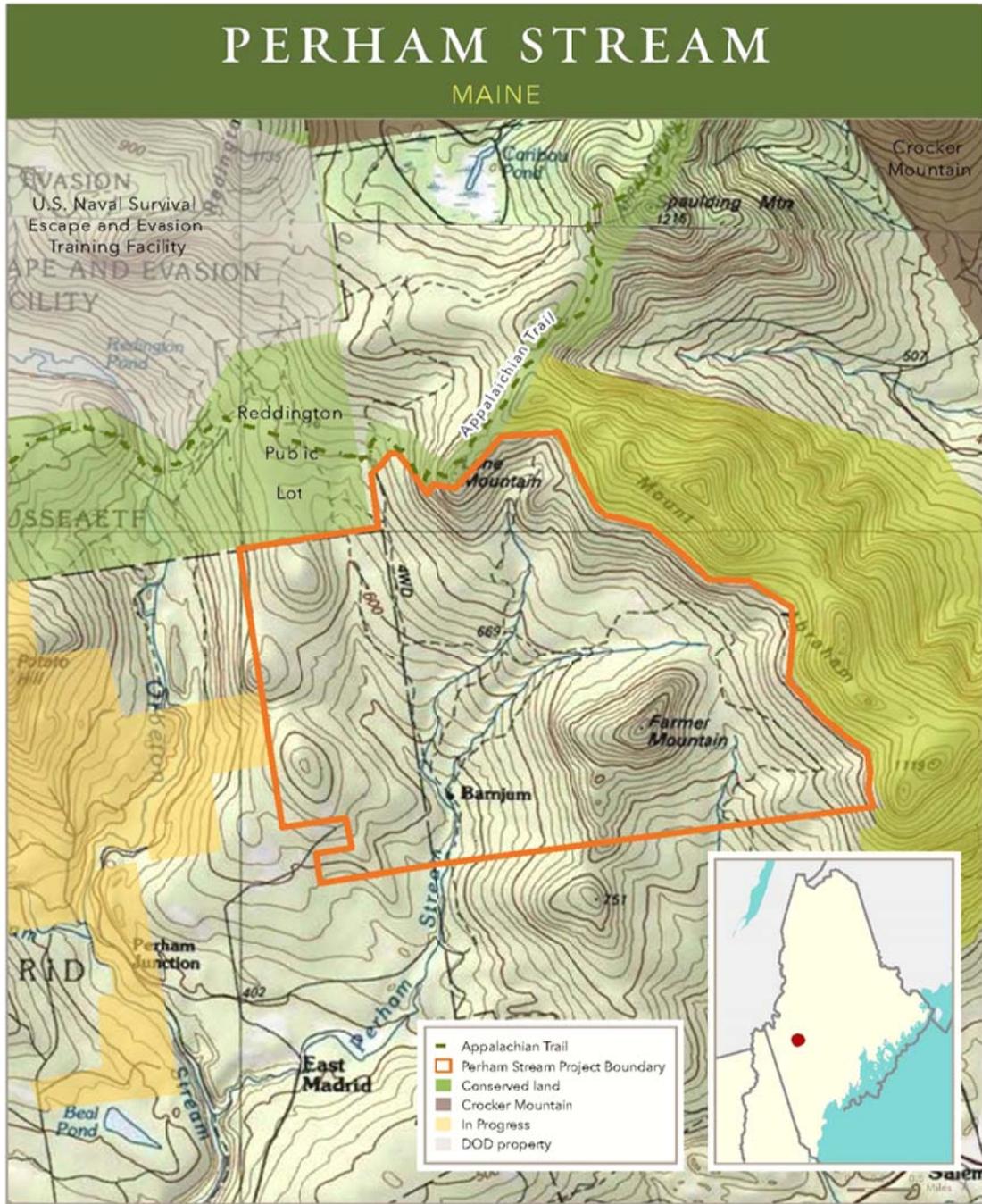
Locus Map



Aerial Map

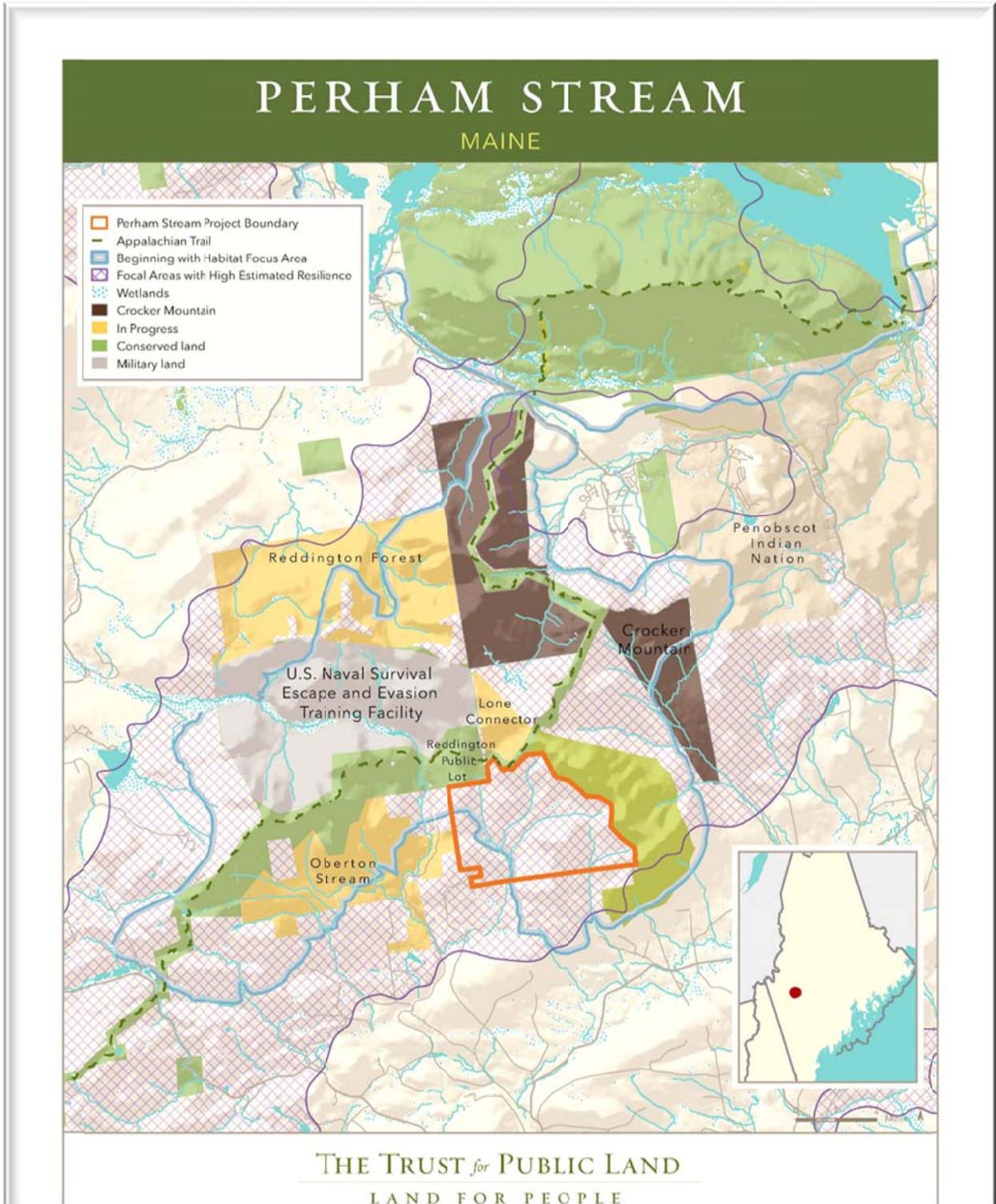


Topo Map

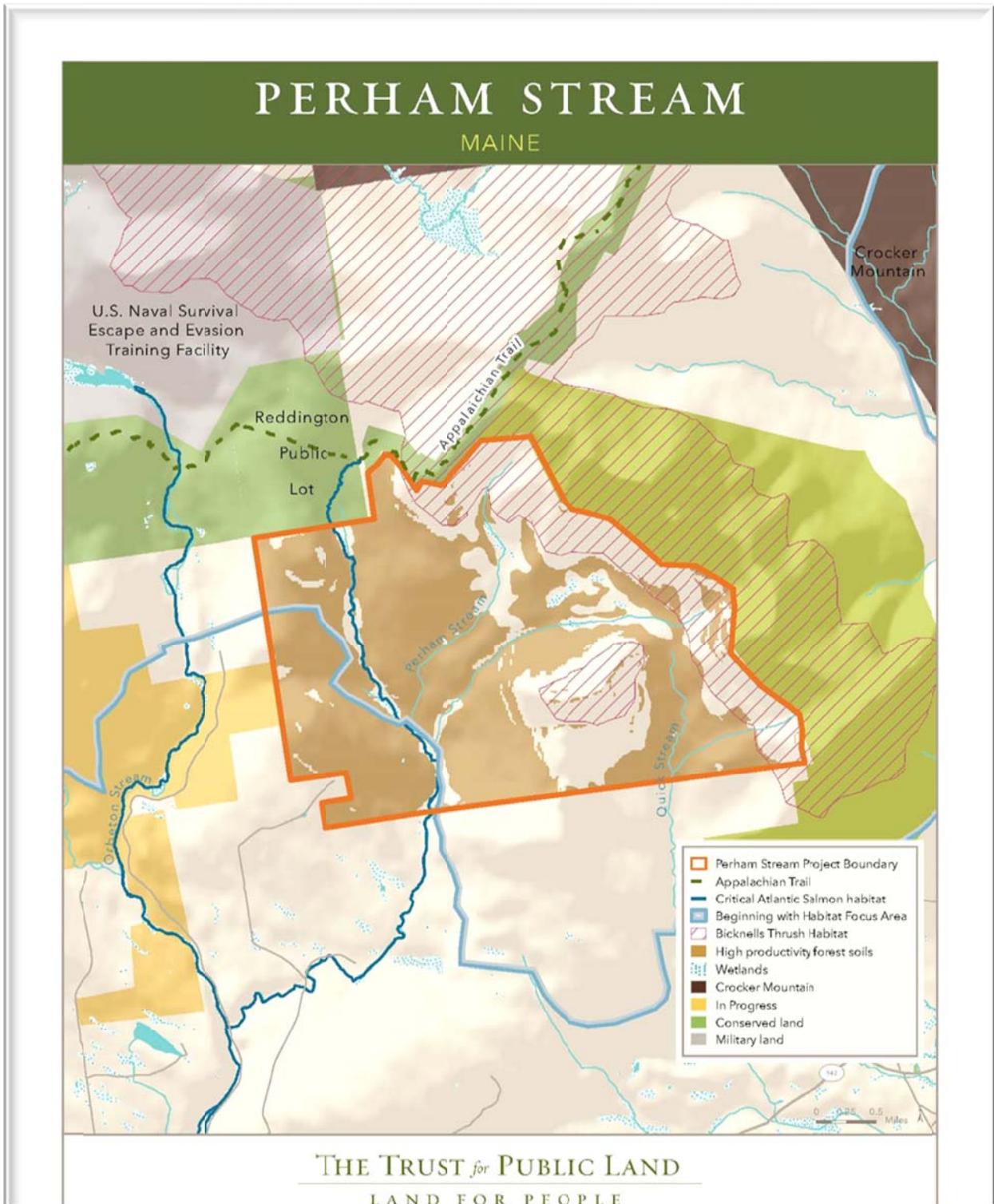


THE TRUST *for* PUBLIC LAND
LAND FOR PEOPLE

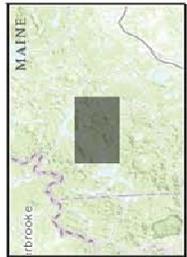
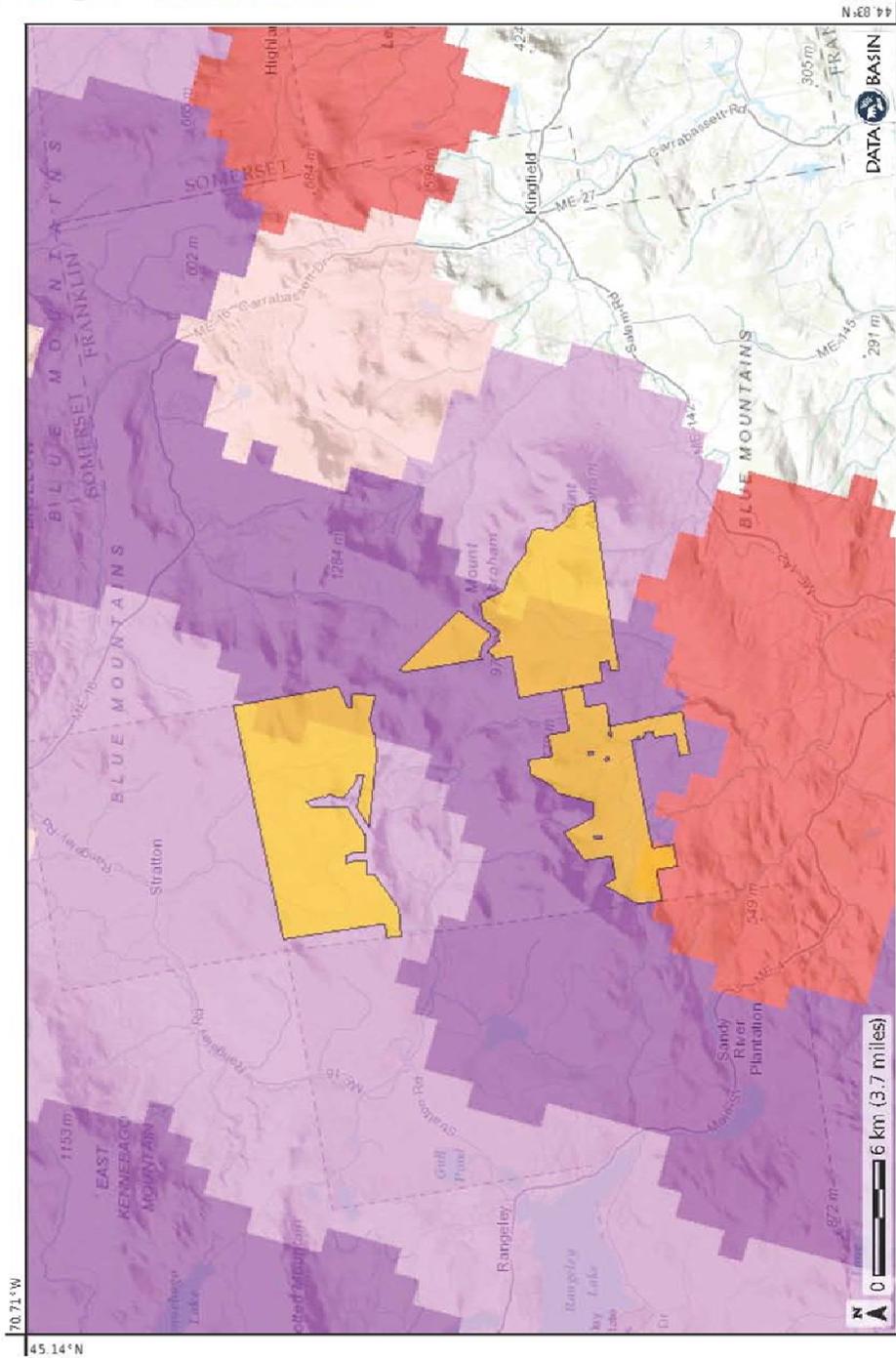
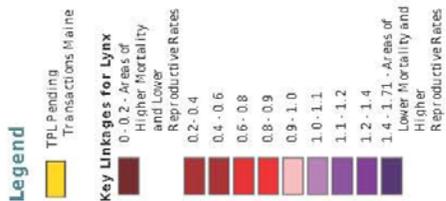
High Peaks Resilient Landscapes Map



Perham Stream Ecological Values Map



Key Linkage for Canada Lynx



Appendix C: Letters of Support

- **Bryan Wentzell, Appalachian Mountain Club**
- **Claire Polfus, Appalachian Trail Conservancy**
- **Barbara Charry, Maine Audubon**
- **Simon Rucker, Maine Appalachian Trail Land Trust**
- **Andy Cutko, Maine Natural Areas Program**
- **Robert VanRiper, Maine Department of Inland Fisheries and Wildlife**



Appalachian Mountain Club

Maine Forest Legacy Committee
Attn: Kathy Eickenberg
Maine Department of Agriculture, Conservation and Forestry
22 State House Station
Augusta, ME 04330

June 12, 2014

RE: Perham Stream Project

Dear Ms. Eickenberg,

I am writing on behalf of the Appalachian Mountain Club (AMC) and our 5,200 members in Maine to express our strong support for the Trust for Public Land's Perham Stream Project and its application for funding through the Forest Legacy Program.

The Perham Stream Project has the opportunity to complement ongoing efforts by other landowners in the region to create a contiguous track of protected conservation land. The project area includes nearly 6,500 acres adjacent to both Mount Abram and the Redington Public Lot, and sits between two other recent Forest Legacy projects: Crocker Mountain which closed last fall, and Orbeton Stream, a current Forest Legacy project. Given its proximity to these important regional conservation efforts, Perham Stream has the potential to further elevate the conservation efforts and impact of Maine's High Peaks region.

In addition to the value added to regional conservation efforts, the Perham Stream project fits within regional efforts to support outdoor recreation and tourism opportunities, maintain tracts of Maine's working forest, and protect land adjacent to and within the viewshed of the Appalachian Trail. These regional economic, recreational and ecological resources are critical to the local communities.

One of the biggest opportunities for this project is the protection of some of Maine's most treasured but threatened species. The Perham Stream region has been designated as critical habitat for native brook trout, Atlantic salmon, Bicknell's Thrush, Pine Marten, and Canada Lynx. The region has also been identified as a focal area with high resilience to climate change by the Nature Conservancy (TNC) and North Atlantic Landscape Conservation Cooperative. The larger region's high elevation habitats will be critical as Maine continues to feel the effects of climate change. Amplifying opportunities for large-scale conservation efforts in this region help maintain connectivity between habitats and landscapes that support these critical resources.

Greenville, ME office • 15 Moosehead Lake Rd., P.O. Box 310, Greenville, ME 04441 207-695-2690

Portland, ME office • 30 Exchange St., Portland, ME 04101 207-899-0150

Main office • Five Joy Street, Boston, MA 02108-1490 617-523-0655

Pinkham Notch Visitor Center • Route 16, Box 298, Gorham, NH 03581-0298 603-466-2721

www.outdoors.org

Overall, this project compliments existing conservation efforts, provides protection of critical recreational resources that are extremely important to the local nature-based tourism economy, and conserves multiple areas of high value habitat. It also secures the opportunity for continued timber management that is important to local jobs and mills. We urge the Forest Legacy Committee to endorse this project as it is a model project for this program.

Sincerely,

A handwritten signature in cursive script that reads "J. Bryan Wentzell". The signature is written in black ink and is positioned above the printed name.

Bryan Wentzell
Maine Policy and Program Director



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
93 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0093

PAUL R. LePAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

June 10, 2014

Katherine Eickenberg
Maine Forest Legacy Program Coordinator
Division of Parks and Lands
22 State House Station
Augusta, Maine 04333-0022

Dear Kathy,

I am writing in support of the Trust for Public Lands' Perham Stream Project. This project adds an ecologically vital property to the network of conserved lands in Maine's High Peaks region. With the landowner's permission, the Maine Natural Areas Program has recently worked with TPL to conduct a rapid ecological assessment of the property. The property features several outstanding features:

- Contiguity to multiple other conserved lands, including Mt. Abraham Ecological Reserve to the east, Appalachian Trail to the north, and Orbeton Stream project to the west.
- Over 14 miles of intact and high quality perennial streams, including 5 miles of mapped wild brook trout streams and over 3 miles of Atlantic salmon habitat.
- Nearly 3,200 acres of suitable habitat for Bicknell Thrush, a Maine species of Special Concern.
- Potential habitat for the Roaring Brook mayfly, a globally rare species restricted to high elevation streams.
- Nearly 100 acres of high quality Fir-Heart-leaved Birch Subalpine Forest, an uncommon (S3) natural community type in Maine, on the shoulder of Mt. Abraham and the summit of Farmer Mountain.

In addition, a recent University of Maine report noted that climate change will almost certainly lead to significant changes in Maine's plants and animals. The Perham Stream Project is an excellent example of the multiple ways in which habitat conservation may increase our landscape's capacity to adapt to climate change. First, the project encompasses a variety of physical features such as elevations, slopes, aspects, and soil type, and recent discussions about adaptation of natural systems have focused on the importance of these physical characteristics of a landscape. A conservation strategy designed to protect a landscape with wide range of physical characteristics will be more likely to support a full suite of native species in the future. Second, together with the adjacent conserved lands, the Perham Stream encompasses important headwaters of multiple mid and high elevation streams. High elevation streams may serve as important refugia for aquatic biodiversity the climate warms.

The combination of landscape scale conservation, proximity to existing protected lands, and importance of ecological features make this a very strong conservation proposal. I encourage the Forest Legacy program to give this proposal strong consideration.

Sincerely,

Andy Cutko
Ecologist



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

June 12, 2014

Ms. Katherine Eickenberg
Maine Forest Legacy Program Coordinator
Division of Parks and Lands
22 State House Station
Augusta, Maine 04333-0022

RE: Fisheries resources supported by the Perham Stream Watershed Conservation Project

Dear Ms. Eickenberg:

I am writing in regards to the Perham Stream Watershed Conservation Project.

Perham Stream is a second order stream that drains the majority of a high elevation, high gradient watershed between Lone and Farmer Mountains in Mount Abram Township. Despite a history of commercial forest activities, the riparian corridor of the stream is relatively intact. With the exception of some natural drops, the wetted corridor is free from man-made barriers, allowing unimpaired stream function and contiguous aquatic habitats. Biologically, the stream and its tributaries support a variety of aquatic species, including wild brook trout and a unique, self-supporting wild brown trout population. These fisheries not only inhabit the Perham Stream watershed, but often move into and augment salmonid populations the Orbeton Stream and Sandy River watersheds. There is also a program to restore federally endangered Atlantic salmon underway. This effort, being completed by the Maine Department of Marine Resources is showing positive results. Future success is dependent in part on the continuance of unimpaired function of stream habitats.

The area where the parcel is located has been a historical destination for a variety of recreational activities. It is thus part of an area that is important regionally in terms of both recreational economics and ecological diversity. The parcel is within a larger area of lands in varying degrees of conservation status. Acquisition of the parcel would increase the amount of lands currently under some form of protection in this unique and important area.

Very truly yours,

Robert Van Riper
Regional Fisheries Biologist – Rangeley Lakes Region



P.O. Box 761
Portland, ME 04104
(781) 608-9415
www.matlt.org

June 9, 2014

Ms. Katherine Eickenberg
Maine Forest Legacy Program Coordinator
Division of Parks and Lands
22 State House Station
Augusta, ME 04333-0022

Dear Ms. Eickenberg,

The Maine Appalachian Trail Land Trust would like to extend its support for the conservation of Perham Stream, located in Mount Abram and Madrid Townships. This property is a critical link in a block of conserved lands that helps support the economy, ecology and recreational opportunities in the High Peaks region.

The High Peaks region offers many and varied recreational opportunities of regional and national significance. Protection of the viewsheds and the wilderness experience along the Appalachian Trail is at the heart of the Maine A.T. Land Trust's mission. Permanent conservation of Perham Stream would protect 1.5 miles of the Appalachian Trail Corridor, further enhancing public and private investments made in the recently completed Crocker Mountain.

Permanent conservation of Perham Stream will also ensure that 6,400 +/- acres of working forest remains in an unfragmented, productive use – providing jobs and income to Maine's northern forest economy. Of equal importance, as communities in the High Peaks diversify their economic base and develop a regional brand, is the protection of this region's unfragmented landscapes. Perham Stream is within Maine A.T. Land Trust's primary focus area – a 203,000 acre area that includes 8 of the 14 highest peaks in the State. Today, this region contains diverse ecological communities, a high proportion of rare plants and animals, and intact habitats. Perham Stream includes over 2,200 acres of potential Bicknell's Thrush habitat, over 3 miles of mapped Atlantic Salmon habitat and 5 miles of mapped Eastern Brook Trout habitat. Recent studies have shown that the variety of terrain and the high elevations in the region will offer critical refuge for sensitive species such as these in a changing climate. In light of this, both the State of Maine Wildlife Action Plan (SWAP) and the Beginning with Habitat (BwH) program recognize the area containing Perham Stream as a conservation focus area.

This project is a unique opportunity to conserve nationally significant recreational opportunities and habitat while helping to secure productive forestland for the future of the local forest products industry. Thank you for consideration of this important conservation proposal. We are delighted to offer our support for the project and respectfully urge the Maine Forest Legacy Board approve the proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Rucker', with a long horizontal flourish extending to the left.

Simon Rucker
Executive Director
Maine Appalachian Trail Land Trust



20 Gilsland Farm Road
Falmouth, Maine 04105
(207) 781-2330
www.maineaudubon.org

June 9, 2014

Ms. Katherine Eickenberg
Maine Forest Legacy Program Coordinator
Division of Parks and Lands
22 State House Station
Augusta, Maine 04333-0022

Dear Ms. Eickenberg:

I am writing today on behalf of Maine Audubon and our 11,000 members and supporter to express our strong support for the Perham Stream project.

This 6400 acre project is well designed to maximize very important conservation values. As it is adjacent to existing conservation lands, the project will build on the existing conserved lands and thereby expand and protect a large undeveloped habitat block. Undeveloped large habitat blocks are a limited at-risk resource and important for wide ranging and area-sensitive species.

The wildlife values are significant. They include critical habitat for the federally endangered Atlantic salmon and habitat for the national significant brook trout running through the project acreage. It is also valuable habitat for high elevation bird species including the Bicknell's thrush. This species is an extreme habitat specialist, restricted to balsam fir-dominated forests in the mountains of the northeastern United States and Canada that prefers areas within larger forest patches. Its rarity and the importance of conserving its habitat are widely recognized by the *International Union of Concerned Scientists*, the *U.S. Fish and Wildlife Service's* 2008 "Birds of Conservation Concern", *National Audubon's* 2007 Watchlist, the *Maine Department of Inland Fisheries and Wildlife's* list of Species of Greatest Conservation Needs, and the *Partners in Flight* Bird Conservation Plan.

The project area overlaps with an identified Beginning with Habitat (BWH) Focus Area of Ecological Significance. The purpose of these BWH focus areas is to identify and encourage conservation of landscape scale areas that contain exceptionally rich concentrations of at-risk species and natural communities and high quality common natural communities, significant wildlife habitats, and their intersection with large blocks of undeveloped habitat. This project does just that.

Maine Audubon enthusiastically supports this project. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Barb Charry". The signature is fluid and cursive, with the first name "Barb" and the last name "Charry" clearly distinguishable.

Barbara Charry
Conservation Biologist

Appendix D: LMF Working Forest Model Easement

I. PROJECT NAME:

[Insert Here]

II. WORDS OF CONVEYANCE:

We/I, *[Grantor's name]*, of *[Grantor's address]* *[identifies Grantor as individual, marital status, or business entity authorized to do business in Maine]* (hereinafter referred to as the "GRANTOR(S)," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor(s), jointly and severally, his/her/their personal representatives, heirs and assigns, its successors and assigns and any successors in interest to the Protected Property, and their executors, administrators and personal representatives, for full consideration paid and not as a gift. *[This assumes that the easement is not a bargain sale. If the easement is a bargain sale, suitably revised language should still be employed that indicates that partial consideration was paid.]*

GRANTS to the **STATE OF MAINE**, acting by and through its **/Department of Conservation, Bureau of Parks and Lands**, a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333/ *or* **/Department of Inland Fisheries and Wildlife**, a governmental entity with its principal place of business in Augusta, Maine and having a mailing address of 41 State House Station, Augusta, Maine 04333-0041/ *or* **/Department of Agriculture, Food and Rural Resources**, a governmental entity having a mailing address of 28 State House Station, Augusta, Maine 04333/ *or* **/Maine Atlantic Salmon Commission**, a governmental entity having a mailing address of 172 State House Station, Augusta, Maine 04333/ (hereinafter referred to as the **HOLDER**, which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns); *[Note: the holder may be a non-profit cooperating entity, in which case this provision should recite its address and authority to operate in Maine]*

with **WARRANTY COVENANTS**, *[or less preferable, QUITCLAIM with COVENANT]* in perpetuity, the following described Conservation Easement on real estate in the Town of _____, County of _____, and State of Maine, hereinafter referred to as the **PROTECTED PROPERTY**, and more particularly described in Exhibit A, and depicted on Exhibit B, both attached hereto and made a part hereof by reference, *[For land not served by public roads:* and a right of way for vehicular access to the Protected Property as necessary or appropriate to exercise the Holder's rights hereunder, over any and all rights-of-way and roads owned by Grantor or over which Grantor has or shall have rights of access to the Protected Property, as more particularly described in Exhibit A;] *[If first refusal rights are included:* and a right of first refusal to acquire the Protected Property, as set forth more particularly herein;] exclusively for conservation purposes as follows:

III. PURPOSE

The people of the State of Maine have purchased this Conservation Easement to forever conserve the Protected Property for the following conservation purposes:

To protect in perpetuity the Protected Property's significant recreational, wildlife and ecological values for public benefit and to ensure that, so long as the Protected Property is managed as a working forest, its management will allow for a continuing, renewable and long term source of forest products important to the economy of the State;

To protect rare and endangered species habitat, rare and exemplary natural communities and other significant wildlife values (including, without limitation, fisheries habitats and deer yards) and the natural, scenic, educational, scientific, recreational, historical and archaeological features of the Protected Property;

To conserve water quality, wetlands and riparian values of the Protected Property; and to maintain the fertility and quality of its soil;

To assure the sustained, natural capacity of the Protected Property and its soils to support healthy and vigorous forest growth and allow, but not require, commercial forest management. If undertaken, commercial forest management must be designed and implemented to assure a continuing, renewable and long-term source of forest products, maintain a healthy and biologically diverse forest that supports a full range of native flora and fauna, and limit adverse aesthetic and ecological impacts, particularly in riparian areas, high elevation areas and public vistas; and

To assure the availability of the Protected Property for traditional non-intensive outdoor recreation by the general public in accordance with applicable laws and regulations.

Grantor and Holder intend that this Conservation Easement will confine the use of the Protected Property to activities that are consistent with the purposes of this Conservation Easement.

IV. RECITALS

WHEREAS, the Grantor is the sole owner of the Protected Property, which consists of approximately [#] acres of substantially natural and undeveloped forested land with [Option: approximately (#) feet of shoreline on the (water body) important for shorebirds and waterfowl, fresh water wetlands and streams, steep sloping/gently contoured uplands, rocky promontories, spruce-fir and mixed hardwood forests, and old growth forests important as nesting and roosting habitat for American Bald Eagle]; and

WHEREAS, the Protected Property is prominently visible from and provides scenic enjoyment to the general public from public route [#], [or] [water body], [and/or] from the abutting Preserve on the shore of [water body]; and

WHEREAS, [Water body] has ecological importance as important wildlife and fisheries habitat, including for [as appropriate] waterfowl, as a nesting, roosting and feeding area for American Bald Eagles, a federal and state listed endangered species, and for other fish and wildlife species; and development of the Protected Property in excess of that allowed in this Conservation Easement would have an adverse effect on the ecology of the area for the aforementioned species and uses; and

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including large tracts of undeveloped forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, mountains, elevated ridges, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features;

WHEREAS, the Protected Property contains popular recreational areas important to the people of the State of Maine, and preservation of the opportunity for continued public access and traditional non-intensive outdoor recreation on the Protected Property by the general public, as defined herein, consistent with the preservation and protection of the other conservation values of the Property and Grantor's reserved rights, is in the public interest; and

WHEREAS, the Grantor shall have the reserved right to use the Protected Property for commercial forest management under the terms of this Conservation Easement, consistent with the protection and preservation of rare and endangered species and rare and exemplary natural communities, significant wildlife values, special natural, historical or archaeological features, areas of high public value, and other conservation values identified herein;

WHEREAS, Grantor and Holder agree that continued management of the Protected Property as a working forest, in a manner that protects rare and endangered species and rare and exemplary natural communities and conserves significant wildlife values, special natural, historical or archaeological features, and areas of high public values, is consistent with the goals of this Conservation Easement;

WHEREAS, Grantor and Holder agree that as long as the Grantor continues to manage the Protected Property as a Working Forest, it will confer the following public benefits: (a) provide a continuing, renewable and long-term source of forest products; (b) provide for long-term management of the forest in accordance with best management practices to prevent erosion, sedimentation and other degradation of soil and water resources; (c) maintain a natural resource base for a forest-based economy and corresponding employment opportunities; and (d) support further investment in local businesses and community services that depend directly upon, or provide ancillary services to, a forest-based economy and forest product industry; and

WHEREAS, the Grantor and Holder agree that the permanent protection of the Protected Property for conservation and traditional non-intensive outdoor recreation by the general public, while permitting its use for commercial forestry consistent with the protection of those values, will make a lasting contribution to the State of Maine;

[Department of Agriculture:]

WHEREAS, the State of Maine, through its Commissioner of the Department of Agriculture, Food and Rural Resources, may acquire, pursuant to Title 7, Maine Revised Statutes Annotated, Section 19, a conservation easement, as defined by Title 33, Maine Revised Statutes Annotated, Section 476 *et. seq.*, in perpetuity in certain lands in order to preserve their agricultural productivity and open space and other public values by limiting development incompatible with this resource conservation purpose.

[Department of Conservation, Bureau of Parks and Lands:]

WHEREAS, the Bureau of Parks and Lands of the State of Maine Department of Conservation is authorized to acquire land and interests in land, with the consent of the Commissioner of the Department of Conservation, pursuant to M.R.S.A. Title 12, Section 1850, subsection 1, *[for reserved lands]* and Section 1836 *[for non-reserved lands]*.

[Department of Inland Fisheries and Wildlife:]

WHEREAS, this grant is made pursuant to Title 12, Maine Revised Statutes Annotated, Chapter 702, Section 7652, under which the Commissioner of the Department of Inland Fisheries and Wildlife may acquire, on behalf of the State of Maine, lands or any interest therein for the purpose of public use, fish and wildlife management, recreation, and the management of forest resources.

[Atlantic Salmon Commission:]

WHEREAS, this grant is made pursuant to Title 12 M.R.S.A. Section 9902, under which the Maine Atlantic Salmon Commission is empowered to acquire, on behalf of the State of Maine, land or any interest therein as necessary for the Commission to carry out its purposes.

WHEREAS, this Conservation Easement, including the easement for traditional non-intensive outdoor recreation by the general public and the development and land use rights conveyed and hereby extinguished, has been purchased for full fair market value with funds from Land for Maine's Future Fund, established under **Title 5 Maine Revised Statutes Annotated, Chapter 353, Section 6200**, and pursuant to the terms of **P.L. 1999 c. 514, Sec. A-6**, to acquire lands or conservation easements and other interests in land of statewide significance that: a) Contain recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, wetlands, fragile mountain areas, or lands with other conservation or recreation values; b) Provide habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State; or c) Provide access to recreation opportunities or to the above mentioned natural resources.

WHEREAS, this Conservation Easement has been acquired, in part, with federal funds from the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. §2103c), as amended, which was enacted to protect environmentally important forest areas threatened by conversion to non-forest uses and for promoting forest land protection and other conservation opportunities.

[Insert reference to other funding sources here.]

V. INCORPORATION OF PURPOSES & RECITALS

THEREFORE, in consideration of the foregoing recitals and purposes and for the benefit of the general public, the Grantor and Holder have established this Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

VI. RESTRICTIONS AND RESERVED RIGHTS

Option 1

The Protected Property shall be used only for conservation and for traditional non-intensive outdoor recreation by the general public, and for uses specifically reserved by Grantor in this Conservation Easement.

Option 2

Except for the rights conveyed by this Conservation Easement to the Holder, and except for the restrictions stated in this Conservation Easement, the Grantor retains all ownership rights in the Protected Property and may use the Protected Property for any lawful purpose provided that any such use is consistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following activities described in sections 1 through 4 are expressly prohibited.

1. LAND USE:

A. No residential, industrial, or commercial development, quarrying, mining, mineral development, energy generation installations, alteration of watercourses and water bodies, *[If appropriate: agricultural, farming, ranching]* or building development activities are permitted on the Protected Property, except for commercial forestry activities expressly reserved herein by Grantor and as otherwise expressly permitted herein.

B. Without limiting the generality of the foregoing, residential housing units, docks, piers, campgrounds, condominiums, trailer parks, mobile homes, high-intensity lighting, motels or hotels, commercial advertising, billboards, towers, power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, and use of the Protected Property as an aircraft landing site except in an emergency, all are specifically prohibited on the Protected Property.

C. Discharge of waste water into surface or ground waters on or about the Protected Property is prohibited. It is forbidden to dispose of or store rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substance, or other unsightly or offensive waste material on the Protected Property, except that organic matter, compost and logging debris may be used, stored or disposed of in a manner not detrimental to the conservation values of the Protected Property, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, all in accordance with applicable state, local and federal laws and regulations.

D. For the purposes of land uses permitted under the terms of this Conservation Easement, the Protected Property will be considered as *[#]* land use areas: *[List any special use areas. For example: The Ecological Reserve Area – The Recreational Reserve Area – The Forever Wild Area – The Forest*

Management Area], as generally depicted in Exhibit B and more particularly described in Exhibit C, all attached hereto and made a part hereof by reference.

E. In order to describe the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation" hereinafter so called) and have certified the same as an accurate representation of the condition of the Protected Property as known to them as of the date of this grant.

2. SUBDIVISION:

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; *[Option: except that not more than [for example: three (3)] separate lots of not less than [for example: one thousand (1,000)] contiguous acres may be established.]* Any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order *[Option:... shall not be reduced by more than [#] acres without court order]*.

B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements set forth in Section 11 *[Uniform Conservation Easement Act Holder qualifications]*, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

C. All rights to develop or use the Property that are prohibited by or inconsistent with this Easement are extinguished, and can not be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement.

D. Conveyance of Leased Lots located within the bounds of the Protected Property as of the date of this grant and as provided in Section 3.C shall not be deemed divisions of the Protected Property, provided that they are treated in accordance with the terms of Section 3.C.

3. STRUCTURES:

As of the date of this grant, there are no structures on the Protected Property except for *[List structures of all relevant sorts]*; as documented in Baseline

Documentation, which existing structures may be maintained and replaced with substantially similar structures in substantially the same locations, or as otherwise permitted hereinafter.

No additional structures of any kind, temporary or permanent, may be located on the Protected Property, except that Grantor reserves the following rights:

A. **Minor Structures.** Grantor reserves the right to install minor, small scale structures to enhance the opportunity for traditional non-intensive outdoor recreation by the general public, and as necessary for the management of such recreation not detrimental to the conservation values of the Protected Property, including but not limited to *[Options: trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, bog bridges, water bars, footbridges, platforms, and railings; wells and springs for fresh water supply, canoe platforms, outhauls, docks or piers (limited in number and location), primitive campsites facilities (limited in number and type of amenities, such as: fire rings, pit toilets, picnic tables,) and temporary tents for camping; tent platforms; registration boxes; wildlife observation stations; study markers and grids; gates, barriers or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study]*; provided that all such structures must be designed and located to blend with the natural surroundings and complement the natural and scenic features of the landscape. *[Option: Grantor also reserves the right to install and maintain the following public recreation management structures and facilities: (each specifically limited in size, number and location) picnic facilities; portable or composting toilets or outhouses; parking lot structures in the parking area permitted under Section 4, Surface Alterations; registration and information kiosks; potable water facilities; temporary tents for periodic events, and not more than (#) caretaker's or ranger's cabin(s), (other limited items as necessary).]*

B. **Forestry Improvements.** Grantor reserves the right to install minor or temporary structures necessary or appropriate to accomplish its forest management activities on the Protected Property, as defined in Section 7.A, hereafter "Forestry Improvements", such as *[Options: portable privies, temporary equipment sheds, temporary sawmills, gates, barriers, fences, fresh water systems, boundary markers, temporary docks and barge landing facilities, temporary office trailers and shelters for workers, other]*, provided that they *[Options: (1) are designed and located in a manner that does not detract from the scenic and substantially undeveloped character of the Protected Property when viewed from public vantage points; (2) are set back at least (#) feet, measured horizontally, from (list specific sensitive protected resources); and (3) are not located within the (list specific special areas including any that are specifically identified in the easement exhibits).]* The Grantor also reserves the right to install bridges, drainage and support structures for winter roads, skid roads and permanent roads permitted in Section 4, permitted Surface Alterations that may be necessary to accomplish its Forest Management Activities on the Protected Property. When Forestry Improvements cease to be used, as evidenced by the cessation of their use for a period of years and their lack of maintenance, and such cessation of use and lack of maintenance results in an unsafe condition, a danger to human health, or a threat to the environment, then any such adverse conditions shall be removed by Grantor, the site of such structures, improvements and utilities shall be allowed to

return to a natural condition and the Grantor shall remove any utilities, cap any wells or septic systems, and remove or burn and bury any decaying structures at the Grantor's cost and expense.

C. Leased Lots. The lots located within the Protected Property, which are subject to existing leases as of the date of this grant and are depicted as Lot 1 and Lot 2 in Exhibit C, attached hereto and made a part hereof, each having approximately one (1) acre, (hereafter "Leased Lots") are subject to the following limitations: the Leased Lots will be limited to their traditional use and character, allowing for maintenance of existing structures [*Describe here or on exhibit or refer to Baseline Documentation*], reconstruction of damaged or destroyed structures in the same location and size, and construction or expansion of new structures and facilities only with Holder's prior written approval and consistent with the existing use and character of the Leased Lots. For purposes of this clause, traditional use and character shall be that in existence as of the date of this Conservation Easement as documented in Baseline Documentation. Grantor shall have the right to renew the existing leases and to lease or sell the Lease Lots to any party upon the condition that the deed of transfer shall contain restrictive covenants running with the land, for the benefit of the Protected Property, prohibiting any future use inconsistent with the terms of this Conservation Easement.

D. When Leased Lot improvements cease to be used, as evidenced by the cessation of their use and/or their lack of maintenance for a period of [XX] years, or as evidenced by the lapse of any lease for a period of [XX] years, then any structure or other improvement shall be removed, and Grantor shall restore the site to a natural condition.

E. Notice. Prior to the commencement of site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure referred to in Section 3.C, Grantor must notify Holder in writing in accordance with the provisions of Section 8, including, at a minimum, sufficient information to enable Holder to determine whether the proposed plans are consistent with the terms of this Conservation Easement. Work shall proceed only with Holder's prior written approval, which shall not be unreasonably withheld.

4. SURFACE ALTERATIONS:

As of the date of this grant, there are no surface alterations on the Protected Property except for [*List as relevant: unpaved trails, skid trails, unpaved woods roads and timber landing areas, small gravel pits, stump dumps, fresh water wells, erosion control systems, (unpaved or paved) roads and parking areas, alterations associated with existing structures, (others).]* all of which are described in the Baseline Documentation.

No additional filling, dumping, excavation or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement:

A. Grantor reserves the right to maintain existing surface alterations described above in this Section 4, and the right to alter the surface to the minimum extent necessary to exercise the rights reserved in Sections 3 and 5 herein; *[Option: provided that paving or treatment of the surface with petroleum derivative or concrete surface is prohibited.]*

B. Grantor reserves the right to establish and maintain additional woods roads provided for in the Forest Management Plan required in Section 5.A, and to install erosion control devices, and establish timber landing areas, temporary winter woods road and skid trails, all subject to any applicable design and location requirements and compliance with Best Management Practices for such activities and the other requirements of this easement.

C. *[Option for larger parcels:* Except where otherwise prohibited or restricted by this Easement, Grantor also has the right to excavate and use gravel and rock found within the Protected Property exclusively for construction and maintenance of woods roads, timber landings and trails permitted on the Protected Property and on other, adjoining land owned by Grantor; provided that the exposed mineral surface of any such gravel or borrow pit shall be limited to *(State surface area, such as:* not more than (#) acre(s) of exposed mineral surface at any time), and shall be located sufficiently distant to protect wetlands, water bodies and fragile habitat from erosion or disturbance, shall be located in such a manner as to minimize the impact on the scenic character, and shall be regraded and restored to a natural vegetated condition and appearance similar to its original condition within a reasonable time after use.]

D. Grantor reserves the right, subject to prior written notice to Holder, to permit limited excavation of the surface of the Protected Property for ecological, education, scientific research, or archeological investigation conducted under then current generally accepted professional standards and without adverse impact to the conservation values protected by this easement.

E. Grantor reserves the right, after notice in writing to Holder in accordance with the terms of Section 8, to establish and maintain additional unpaved trails for use by the general public, provided that they are located and designed in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat. *[OPTION: The easement may call for other restrictions such as width, design for pedestrian use, barriers to discourage motorized access, or exclusion from special protected areas].*

5. FOREST MANAGEMENT- MODEL ONE

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of *[List any special areas or sensitive resources as documented in the Baseline Documentation].*

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations, in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for, but does not require, commercial forest

management. If undertaken, commercial forest management must be designed and implemented to ensure a continuing, renewable and long-term harvest of forest products, consistent with the protection of the forestry principles of paragraph C of this section and with the use of the Protected Property by the general public for traditional non-intensive outdoor recreation, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for commercial forestry, as defined herein, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Forest Management Plan (hereafter the "Forest Management Plan,") designed to ensure, if commercial forest management is undertaken, the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values identified in the purposes, recitals and other terms of this Conservation Easement; *[If needed,* 4) protect Special Management Areas identified in Exhibit C attached hereto and made a part hereof by reference;] and 5) comply with then-current Best Management Practices for timber harvesting operations as set forth by the Maine Forest Service or its successor agency, or other standard for soil and water protection approved in advance and in writing by Holder.

The Forest Management Plan shall also include information by species group on timber harvest levels during the period of the preceding ten year period, current stocking levels, projection of timber harvests and growth over at least the coming ten years, and will describe and demonstrate how timber resources on the Protected Property will be managed during the coming ten years to assure compliance with this Conservation Easement. Timber harvesting shall be conducted within the constraints of the Forest Management Plan by competent operators who are informed by Grantor of relevant requirements for compliance with this Conservation Easement. Notwithstanding the foregoing, compliance with the terms of this Conservation Easement shall be determined by actual conditions on the Protected Property.

The Forest Management Plan must be prepared and updated at least every ten years, by a professional forester licensed in the State of Maine who certifies that it is consistent with the requirements of this Conservation Easement.

Prior to commencing any timber harvesting on the Protected Property, Grantor shall submit to Holder for its prior written approval, the Forest Management Plan, and any amendments thereto or required updates. Holder's approval of the Forest Management Plan (including any amendment thereto or update) shall not be unreasonably withheld or conditioned if the Forest Management Plan conforms to the requirements of this Section 5.A and otherwise conforms with this Conservation Easement and carries out the Purposes of this Conservation Easement, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. It is understood that Holder may rely upon the advice and recommendations of

such foresters, wildlife experts, ecologists, conservation biologists or other experts as Holder may select to determine whether activities and practices proposed by the Forest Management Plan would be detrimental to the purposes of this Conservation Easement and otherwise consistent with the terms hereof.

B. Grantor reserves the right to manage vegetation by cutting, pruning and planting without the requirement of a Forest Management Plan, as necessary to exercise the reserved rights at Sections 3 and 4, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that no new openings or clearings in the forest greater than **/Options: ¼, ½, 1 acre, etc/** are permitted for such purposes without the prior written consent of Holder. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not be deemed commercial forestry.

C. All forestry activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of scenic character as viewed from designated public vantage points **[List here]**, enhancement of wildlife habitat and recreational resources, and protection of **[List any specific conservation features here]**, while enabling the Property's use as economically productive timberland, without requiring the same, under the terms of this Conservation Easement.

D. Grantor shall provide Holder with a written annual report describing Grantor's proposed plan for forestry and other activities on the Protected Property during the coming year. In the annual report, Grantor shall accurately describe the forestry and other activities on the Protected Property during the preceding year including information on proposed harvest volumes for the coming year and the preceding year's actual harvest volume. Grantor shall also describe in the report the location, silvicultural objectives, and estimated timing of all forestry activities planned for the coming year. In the report, Grantor shall also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan prepared under this Easement. Grantor shall provide Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the annual report.

E. Holder may approve an independent, third-party certification agent, which approval will be based upon Holder's assessment of the qualifications, experience, audit standards and procedures of that agent to evaluate the consistency of the Grantor's Forest Management Plan with the terms of this Easement. If the Protected Property is certified as being operated in a sustainable manner or other relevant certification standard by a third-party certification agent so approved by the Holder, and if the Grantor's Forest Management Plan and performance under the plan is reviewed and approved as being consistent with the terms of this Easement by such third party as part of the certification process, such plan shall be deemed to be in compliance with all of

the provisions of this Section 5 and the terms, purposes and recitals of this Conservation Easement, and may, but need not be, reviewed by the Holder. The third party certification process qualifying under this paragraph, including Holder's approval of the certification agent, shall be effective for a period of up to three years. The Holder retains the right to review the Forest Management Plan and shall have the right to review all documents prepared by the third-party responsible for the certification. Grantor acknowledges that the purpose of the Forest Management Plan is to guide forest management activities in compliance herewith, and that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

5. FOREST MANAGEMENT – MODEL TWO

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of *[List any special areas or sensitive resources here]*, as documented in Baseline Documentation.

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations and in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for, but does not require, commercial forest management. If undertaken, commercial forest management must be designed and implemented to ensure a continuing, renewable and long-term harvest of forest products, consistent with the protection of the conservation values of the Protected Property and with the use of the Protected Property by the general public for traditional non-intensive outdoor recreation, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for commercial forestry, as defined herein, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Forest Management Plan (hereafter the "Forest Management Plan,") designed to ensure, if commercial forest management is undertaken, the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values identified in the purposes, recitals and other terms of this Conservation Easement; *[If necessary,* 4) protect Special Management Areas as identified in Exhibit C attached hereto and made a part hereof by reference;] and 5) comply with then-current Best Management Practices for timber harvesting operations as set forth by the Maine Forest Service or its successor agency, or other standards for soil and water protection approved in advance and in writing by Holder.

B. Grantor reserves the right to manage vegetation by cutting, pruning and planting without the requirement of a Forest Management Plan, as necessary to exercise the reserved rights at Sections 3 and 4, and to accommodate

traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the high scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property; and further provided that no new openings or clearings in the forest greater than **[Options: ¼, ½, 1 acre, etc]** are permitted for such purposes without the prior written consent of Holder. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not be deemed commercial forestry.

C. All forestry activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of scenic character as viewed from public vantage points, enhancement of wildlife habitat and recreational resources, and shall accomplish the Forestry Principles **[Option: and Specific Prescriptions]** set forth below:

(i) protection of wildlife habitat and unique natural areas, in particular **[List as applicable: deer yards, migratory bird habitat, and other known habitat and natural areas in need of protection]**;

(ii) preservation of traditional, non-intensive outdoor recreational activities;

(iii) protection of scenic quality, **[list if necessary: specifically on trails and the summit of (Name) Hill, and the view of the Protected Property from (Name) Water Body and Route (#) ;]**

(iv) maintenance or improvement of the diversity and health of the forest and the productive capacity of the soil; and

(v) preservation of wetlands, water quality and riparian areas, **[List if necessary: particularly (Water Body)]**, by avoidance of erosion, siltation or other degradation of waters.

[Option: D. Specific prescriptions. All forest management activities, except for preliminary cruising and resource evaluation, shall be controlled by the following site-specific prescriptions:

(i)...() **[As necessary, insert site specific prescriptions here referenced as relevant to the principles above]]**.

E. Forest management plan; term; review; contents.

(i) Ten year management plan: All commercial forest management activities, except preliminary timber cruising and resource evaluation, shall be conducted in accordance with a written Forest Management Plan. After submission to the Holder, the Forest Management Plan shall be adopted by the Grantor, which shall operate within the constraints of the Forest Management Plan in accordance with the terms of this Easement. The Forest Management Plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years, by one or more professional foresters licensed in the State of Maine, following submission to Holder as provided hereinafter.

(ii) Holder review: The Forest Management Plan shall be provided to Holder prior to conducting any timber harvesting activities. Holder may review the Plan for consistency with the purpose and terms of this Easement, but is not required to approve the Forest Management Plan. If the Holder finds that any portion of the Forest Management Plan is inconsistent with the terms of this Easement or that resulting Forest Management Activities could result in a violation of this Easement, the Holder may, but is not required to, provide written comments to the Grantor identifying and explaining such inconsistencies that may result in a violation of the Easement, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. Grantee's failure to provide comments does not constitute a waiver of the terms of this Easement.

(iii). Grantor shall provide Holder with a written annual report describing Grantors' proposed plan for forestry and other activities on the Protected Property during the coming year. In the annual report, Grantor shall accurately describe the forestry and other activities on the Protected Property during the preceding year including information on proposed harvest volumes for the coming year and the preceding year's actual harvest volume. Grantor shall also describe in the report the location, silvicultural objectives, and estimated timing of all forestry activities planned for the coming year. In the report, Grantor shall also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan prepared under this Easement. Grantor shall provide Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the annual report.

(iv) Third party certification: Holder may approve an independent, third-party certification agent, which approval will be based upon Holder's assessment of the qualifications, experience, audit standards and procedures of that agent to evaluate the consistency of the Grantor's Forest Management Plan with the terms of this Easement. If the Protected Property is certified as being operated in a sustainable manner or other relevant certification standard by a third-party certification agent so approved by the Holder, and if the Grantor's Forest Management Plan and performance under the plan is reviewed and approved as being consistent with the terms of this Easement by such third party as part of the certification process, such plan shall be deemed to be in compliance with all of the provisions of this Section 5 and the terms, purposes and recitals of this Conservation Easement, and may, but need not be, reviewed by the Holder. The third party certification process qualifying under this paragraph, including

Holder's approval of the certification agent, shall be effective for a period of up to three years. The Holder retains the right to review the Forest Management Plan and shall have the right to review all documents prepared by the third-party responsible for the certification. Grantor acknowledges that the purpose of the Forest Management Plan is to guide forest management activities in compliance herewith, and that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

(v) Timber harvesting shall be supervised by a licensed professional forester and conducted under written contracts with competent operators, which contract shall specify relevant requirements for compliance with this Conservation Easement.

(vi) The Forest Management Plan shall specify activities and practices proposed to achieve compliance with the Forestry Principles and Specific Prescriptions set forth hereinabove, and shall also include and comply with at a minimum the following:

(a) the Grantor's long-term Forest Management Plan for management of the Protected Property, and a general description of proposed actions to protect forest health and maintain timber productivity in a manner to assure compliance with the terms, purposes and recitals of this Easement and the Principles and Prescriptions set forth above;

(b) identification of the natural and physical features of the Protected Property at the time of the Forest Management Plan, and current harvest areas, including forest type, current stocking levels, age, quality, health, relevant stand history, and existing access routes; wetlands and water bodies; location of roads, trails, campsites and other areas used by the public; location of special plant or wildlife habitat;

(c) information, by species group, on timber harvest levels during the ten year period of the preceding Forest Management Plan (none is required for submission of the initial Forest Management Plan);

(d) a projection of timber growth and harvest, by species group, over the period of the Forest Management Plan, and at least twenty years beyond the term of the Forest Management Plan, utilizing current scientific methods, and a description of the relationship between projected harvests and the requirements of this Conservation Easement showing that the Protected Property will be managed to allow for a continuing, renewable and long-term source of forest products;

(e) a description of Grantor's actions to protect and manage soil productivity and water quality, including reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization, as may be required for compliance of forest management activities with then currently available best management practices or comparable standards agreed to by Grantor and Holder;

- (f) a description of the foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality, recreational values, and wildlife habitat;
- (g) a specific description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the Principles and Prescriptions at Section 5.C and 5.D hereinabove;
- (h) a description of how Forest Management Activities will be conducted to (1) manage for fish and wildlife resources, (2) protect known site-specific occurrences of animal and plant species that are listed by state or federal agencies as endangered, threatened or of "special concern" for such time period as such species are so listed, and (3) meet the requirements of state and federal law regarding threatened and endangered species;
- (i) a description of how Forest Management Activities will be conducted to protect and manage the Protected Property's recreational resources and designated scenic areas *[If any] [Option: and in accordance with the Holder's Public Access and Recreational Management Rights/; and*
- (j) map information sufficient to support the above requirements.

6. PUBLIC ACCESS - Model One

A. Grantor hereby grants to the Holder the right of public pedestrian access to and use of the Protected Property for traditional, non-intensive outdoor recreation by the general public as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage access to the Protected Property nor to inhibit traditional, non-intensive outdoor recreation by the general public.

B. Grantor shall not charge a fee to the general public for pedestrian access or use of the Protected Property; however Grantor may charge customary, reasonable user fees for access to defray the actual cost to Grantor of building and maintaining recreational and public use infrastructure. Such fees must be approved in advance and in writing by Holder. Under no circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes, *[Option: except in Leased Lots described in Exhibit D].*

C. Grantor further agrees to take no action to discourage or prohibit access to the Protected Property by motor vehicle on abutting public roads, and/or on rights of way owned by Grantor to the Protected Property or to which Grantor has assignable access rights identified in Exhibit A, except as permitted in paragraph D. *[If parking is contemplated, add: Reasonable parking will be provided in the parking area(s) and at the roadsides, designated on Exhibit B (or other smaller scale map Exhibit).]*

D. Consistent with the provisions of P.L. 1999, c. 514, sec. A-6 and other applicable law, Grantor has the right to make reasonable rules and regulations for any of the following uses for public recreation: night use; camping; loud activities; open fires; use of motor vehicles except as provided in this easement; access by domesticated animals or pets; any use that may interfere with or be harmful to members of the public using the Protected Property, the conservation values of the Protected Property, or the proper exercise of Grantor's reserved rights. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users; such right of Grantor may be exercised only following 30 days' prior notice to Holder and an opportunity to comment, except in an emergency in which notice to Holder shall be as soon thereafter as possible. Grantor also has the right to temporarily restrict public access on the roads of the Protected Property during periods of water-saturated soils to prevent road damage. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

6. PUBLIC ACCESS – Model Two

A. Grantor hereby grants to the Holder the right of public pedestrian access to and use of the Protected Property for traditional non-intensive outdoor recreation by the general public, as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage access to the Protected Property nor to inhibit traditional non-intensive outdoor recreation by the general public.

B. Grantor shall not charge a fee to the general public for pedestrian access or use of the Protected Property, however Grantor may charge customary, reasonable user fees for access, approved in advance and in writing by Holder, to defray the actual cost to Grantor of building and maintaining recreational and public use infrastructure. Such fees must be approved in advance and in writing by Holder. Under no circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes, *[Option: except in Leased Lots described in Exhibit D].*

C. Grantor further agrees to take no action to discourage or prohibit access to the Protected Property by motor vehicle on abutting public roads, and/or on rights of way owned by Grantor to the Protected Property or to which Grantor has assignable access rights identified in Exhibit A, except as permitted in paragraph D. *[If parking is contemplated, add: Reasonable parking will be provided in the parking area(s) and at the roadsides, designated on Exhibit B (or other smaller scale map Exhibit).]*

D. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users; such right of Grantor may be

exercised only following 30 days' prior notice to Holder and an opportunity to comment, except in an emergency in which notice to Holder shall be as soon thereafter as possible. Grantor also has the right to temporarily restrict public access on the roads of the Protected Property during periods of water-saturated soils to prevent road damage. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

E. Grantor also grants to Holder the following public use management rights, which may be assigned or delegated to another entity, after notice to Grantor.

[List the public use management rights here; for example including such topics as: rules and fees, trails, campsites and picnic areas, boat launching facilities, access routes, signage, and site restoration]

7. DEFINITIONS:

A. "Commercial Forest Management" is defined as the planting, growing, cultivation, stocking, and cutting of trees and other forest products, and includes timber cruising, resource evaluation, herbicide, pesticide and fertilizer application, timber stand improvement, pruning, mechanical and conventional timber harvesting and other forest harvesting, forest products transportation, natural and artificial regeneration of forest stands, maple sugaring, other substantially similar and associated activities, and the construction, creation, use and maintenance of woods roads, skid trails and winter haul roads, turnouts, timber landings and crossings of flowing waters for such purposes, all as consistent with the terms of this Conservation Easement.

B. "Traditional, non-intensive outdoor recreation" is defined as dispersed, non-commercial, non-exclusive, and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, hiking, nature observation, picnicking, boating, cross country skiing, snow-shoeing, bicycling, horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, including scientific and archeological research and observation, and enjoyment of open space; *[Option: provided however, that snowmobiles and All Terrain Vehicles (ATVs) on trails designated by the Grantor for this purpose shall be permitted in connection with such uses]. [This list of recreational public uses should conform to other recitations in the easement and be as inclusive as possible].* The incidental use of the Protected Property by the general public supported by paid guides or outfitters shall not be deemed commercial use. Establishment of approved permits and access fees for use of permitted campsites and other permitted recreational facilities shall not be deemed exclusive use.

C. "Normal high watermark of the shore" means that line on the shore of tidal or fresh water bodies which is apparent from visible markings, changes in the character of soils due to the prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such

character that the high watermark cannot be easily determined (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Distances from the normal high water mark will be determined by horizontal measurement.

D. "Wetland" means any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils, or any land below an identifiable debris line left by water action, and any land with vegetation present that is tolerant of salt water and occurs primarily in salt water or estuarine habitat. The "upland edge" of a wetland is the boundary between upland and wetland, and not the edge of open water.

8. NOTICES.

A. Any notices to Holder required in this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the following person and address or such other person or address as may be hereafter specified by notice in writing to: HOLDER: *[Give title and address of Agency head]*. All other communication shall be made by reasonable means under the circumstances.

Such notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the purposes hereof.

B. Any notices to Grantor required by this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the Grantor's designee at the following address, or to such other person or address as may be hereafter specified by notice in writing to GRANTOR: *[give title and address of Grantor's designated representative]*. All other communication shall be made by reasonable means under the circumstances.

Such notices to Grantor or requests for Grantor consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Grantor to determine whether proposed plans are consistent with the terms of this Conservation Easement and the purposes hereof.

C. In the event that the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, the Grantor entity or the common or joint owners shall designate an agent to be responsible for the granting of approvals of Grantor and the receipt of notices on behalf of Grantor hereunder. In the event that no single owner or agent is so designated, the approval of or notice to, any executive officer of the business entity, or any one common or joint owner, shall be deemed the approval of or notice to all.

9. COSTS AND LIABILITIES

A. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

B. Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property [*Options if holder acquires affirmative management rights*], other than as set forth in Section 10.E]. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person other than the Holder on the Protected Property.

C. Grantor shall have responsibility, and the Holder shall have no responsibility whatsoever, for the operation of the Property, the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that: (1) it creates in the Holder the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 *et seq.*) or any successor or related law; (2) it creates in the Holder obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3) or any successor or related law; or (3) the Holder has any control over the Grantor's ability to investigate and remediate any hazardous materials associated with the Property. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

10. HOLDER'S AFFIRMATIVE RIGHTS.

A. In a reasonable manner, Holder has the right to enter the Protected Property, including over roads owned by Grantor or rights of way or other access ways available to Grantor for access to the Protected Property for inspection and monitoring purposes and for enforcement of the terms of this easement.

B. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition in compliance herewith and receive damages for irremediable harm due to violation hereof. In the event that Holder becomes aware of a violation or threatened violation of the terms of this Easement, Holder shall give written notice to

Grantor and request that Grantor take corrective action sufficient to cure the violation or prevent the threatened violation, except where emergency circumstances or prevention of a threatened breach of this Conservation Easement require more immediate enforcement action. Wherever in this Conservation Easement Grantor is afforded or retains a right to provide a plan or otherwise express an intention to take an action (regardless of whether Holder has any right to approve Grantor's action, plan or statement of intention), nothing in this Easement shall be construed to impair Holder's right to seek injunctive or other relief as necessary to enforce the terms of this Easement against a violation or threatened violation hereof. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, such as fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by such Court or decision maker.

C. It is Grantor's obligation to locate and keep the boundaries of the Protected Property and any Land Use Areas identified in Section 1, clearly marked on the ground before undertaking any actions that are restricted by this Conservation Easement in the vicinity of such boundary.

D. Holder has the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

E. *[Option for special affirmative rights: As described in Section 6, Holder may reserve special rights, such as the right to establish and maintain trails or primitive campsites, the right to maintain vistas, the right to improve wildlife habitat, conduct ecological surveys or scientific research, or the right to manage certain types of public use, such as ecological education or supervised group visits.]*

F. The Holder may, but is not required to, notify Grantor in the event that Holder believes that Grantor's activities or planned activities may constitute or could lead to a violation of the terms of this Easement, provided that no act or failure to act by or on behalf of the Holder may be construed to constitute an approval, waiver or estoppel in connection with Holder's rights to enforce the terms of this Easement.

11. **CONSERVATION EASEMENT REQUIREMENTS UNDER FEDERAL LAWS AND REGULATIONS.**

A. Conservation Purposes. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522,

and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended. *[* See 12.A for reference to qualification under the Maine UCEA]*

B. Qualified Donee. *[For governmental holders :* The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A) and under Internal Revenue Code Section 170(h)3, to wit: a governmental entity with the commitment to preserve the conservation values of the Protected Property.] *[For non-profit organizations:* The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, and is a Qualified Organization under Code Section 170(h)3, to wit: a publicly funded, non-profit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property.] *[* this combines state and federal qualifications]*

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant. *[* this combines state and federal requirements]*

[The following para. C is an alternative form to be used if Forest Legacy Program funding from the US Forest Service is involved]

C. Assignment Limitation. The burden of the Easement created hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable only to a governmental entity, consistent with the Forest Legacy Program (16 USC Section 2103c). Any such assignee or transferee shall have the like power of assignment or transfer. In addition, but only if such assignment is permitted by the Forest Legacy Program at the time of such assignment, the Grantee may assign this Easement with the prior written consent of the Grantor, which consent shall not be unreasonably withheld, to an organization that is qualified at the time of transfer under 16 USC Section 2103c, and the applicable regulations thereunder, Section 170(h) of the Code, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Title 33, Maine Revised Statutes Annotated, Section 476(2) (or any successor or other legal provision then applicable), or the laws of the United States (an "Alternative Qualified Holder"). As a condition of any such assignment, the Grantee shall require that the conservation purposes this grant is intended to advance, continue to be carried out. The Grantee agrees to give written notice to the Grantor of a proposed assignment. Where the Grantor's consent to an assignment is required, the Grantor shall respond in writing to the Grantee's request for consent to an assignment to an Alternative Qualified Holder within ninety (90) days after the receipt of the proposed assignment. If the proposed Alternative Qualified Holder is not acceptable to Grantor, the Grantor shall propose an Alternative Qualified Holder of the Easement that is acceptable to the Grantor. In the event that the parties are

unable to agree upon an Alternative Qualified Holder through discussion and/or mediation in accordance with the guidelines set forth in Section 7.3, either party may seek to have an assignee of the Easement determined in accordance with Sections 7.4 and 8 hereof. Any assignment or transfer of responsibility for the Easement shall be in recordable form and shall be recorded in the _____ County Registry of Deeds.

D. Proceeds Clause. The parties agree that the grant of this Conservation Easement creates a property right vesting immediately in Holder. At the time of this grant, Holder's property right has a fair market value equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement. The parties further agree that the future value of Holder's property right in the Protected Property may increase to a greater extent than the future value of Grantor's property right.

In the event that this Conservation Easement is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action the parties are entitled to receive compensation, the parties agree that notwithstanding any other valuation process proposed to calculate compensation due to the parties by the entity accomplishing the extinguishment or reduction, Holder shall be entitled to that portion of the proceeds of such sale, exchange or conversion equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement as of the date of such extinguishment or reduction.

Whenever all or part of the Protected Property is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Conservation Easement, the parties shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All proceeds shall be divided in accordance with the proportionate value of Grantor's and Holder's interests as specified in this Subsection. Holder's share of proceeds will not include value attributable to authorized improvements made and paid for by Grantor after the date of this grant except as to improvements made by or at the expense of Holder

12. GENERAL PROVISIONS.

A. Applicable Law. This Conservation Easement is created pursuant to the Uniform Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the conservation purposes of this grant. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by the agreement of the parties, or by operation of law.

C. Non Waiver. The failure or delay of the Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute laches or a waiver or estoppel of its rights to do so at a later time.

D. Compliance. A person's obligation hereunder as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Property into compliance unless Holder releases the new owner. At Grantor's cost, Holder will provide certificates to third parties, indicating the extent to which, to Holder's knowledge, there is compliance of the Protected Property with the terms of this grant after an inspection by Holder made upon Grantor's reasonable prior written request.

E. Severability. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

F. Amendment and Discretionary Consents. Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the conservation values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the Purposes of this Conservation Easement or limit the term or terminate this Conservation Easement, or that would impair the qualification of

this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof.

G. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except any listed in Exhibit A and are subordinated to all of Holder's rights under this Conservation Easement. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Property.

H. Grantor's right to further conservation actions. Subject to the provisions of P.L. 1999, c.514, sec. A-6, nothing contained in this Easement shall be construed either to limit the Grantor's rights to take additional conservation actions to protect the resources and conservation values of the Protected Property, such as further restrictions on the use of all or a portion of the Protected Property, or to limit the Grantor's right to cease managing the Property for commercial forestry activities.

I. Rights and immunities. Grantor and Holder claim all of the rights and immunities against liability to the fullest extent of the law under Title 14 M.R.S.A., Section 159-A, et seq. as amended and any successor provisions thereof (Maine Recreational Use Statute), and Title 14 M.R.S.A. Section 8101, et seq. as amended and any successor provisions thereof, (Maine Tort Claims Act), and under any other applicable provision of law.

J. Standing to Enforce. Only the State of Maine *[or Holder, if the easement is to be held by an entity other than the State in which case a provision for 3rd Party Enforcement in favor of the State should be inserted]* and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription or other law, independently of this grant.

K. Reasonable Control of Access. Grantor reserves the right to reasonably control, by posting and other means, any use not specifically granted to the Holder herein, that may unreasonably interfere with the proper exercise of Grantor's reserved rights. Grantor may exercise this right following reasonable, prior notice to Holder and an opportunity to comment, except in an emergency, in which case notice to Holder shall be as soon thereafter as possible. As part of this right, Grantor may temporarily restrict public access on areas of the Protected Property for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users. Grantor may temporarily restrict public access on areas of the Protected Property to prevent degradation of the roads during periods of water-saturated soils. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by

the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, and other conservation values of the Protected Property.

L. Additional Grant of Access Rights Not Limited. Nothing in this Easement should be construed to preclude Grantor's right to grant additional public access on, over or across the Protected Property, for traditional, non-intensive, outdoor recreation by the general public, provided that such use does not conflict with the conservation values of the Protected Property or the public recreational uses provided for herein.

M. Holder's ability to exercise rights. The parties acknowledge that the ability of the Holder to exercise the rights or carry out the duties of the Holder hereunder, including, without limitation, the operation and maintenance of any recreational improvements on the Protected Property, are subject to the availability of moneys appropriated or otherwise available to the Holder and designated for such purposes.

N. Notwithstanding anything in this Easement to the contrary, this Easement shall not impair any prescriptive or other right in the Property that may have been acquired by the public or the Grantee prior to the date of this Easement or that may be acquired after the date of this Easement, or any other right the public or the Grantee may have to use or access the Property pursuant to law.

VII. HABENDUM AND SIGNATURES

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever.

IN WITNESS WHEREOF, I, _____, being unmarried, have hereunto set my hand and seal this _____ day of _____, 200 .

IN WITNESS WHEREOF, We, _____, husband and wife and joint tenants, have hereunto set our hands and seals this day of _____, 200 .

IN WITNESS WHEREOF, _____, Grantor herein, and _____, his/her spouse, joining in this deed and relinquishing all rights herein by descent or otherwise, have hereunto set their hands and seals, this _____ day of _____, 200 .

IN WITNESS WHEREOF, I, _____, in my capacity as Trustee under the aforescribed Declaration of Trust, hereunto duly authorized, have hereunto set my hand and seal this _____ day of _____, 200 .

IN WITNESS WHEREOF, Grantor, (corporate name) has caused these presents to be signed and sealed in its corporate name by (person), its (title), hereunto duly authorized, this day of , 200 .

VIII. ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF , ss. , 200 .

Personally appeared the above-named Grantor(s), and
and acknowledged the foregoing instrument to be their free act and deed.

Before me,
Notary Public

Please type or print name of notary
My commission expires:

[Acknowledgement text is different for corporations, partnerships and trusts.]

IX. HOLDER ACCEPTANCE.

Pursuant to M.R.S.A. Title , Section ,
Commissioner of the Department of , hereby gives consent to
acquisition by the STATE OF MAINE, Department of of the above and
foregoing Conservation Easement. Executed this day of 200 .

Signed Sealed & Delivered **STATE OF MAINE**
in the Presence of: *Department of*

Witness _____ by: _____
its Commissioner

STATE OF MAINE
COUNTY OF KENNEBEC, ss. Date:

Personally appeared the above-named , Commissioner of the Maine
Department of , and acknowledged acceptance of the above and foregoing
Conservation Easement as her/his free act and deed in said capacity, and the free act and
deed of the STATE OF MAINE.

Before me,

Notary Public/ Attorney at Law

Please Print or Type Name

X. ATTACHMENTS TO CONSERVATION EASEMENT

EXHIBIT A

Legal Description of the Protected Property

EXHIBIT B

A Mapped Plan of the Protected Property Showing Its Important Features

EXHIBIT C

Description of any special land use areas, such as reserved areas, forever wild areas, public areas, public trails, and lines of demarcation.

EXHIBIT D

Leased Lots

Appendix E: Budget

**PERHAM STREAM
FRANKLIN COUNTY, MAINE**

**PROJECT BUDGET
AS OF JUNE 16, 2014**

EXPENSES	Amount	
Easement Acquisition	\$2,200,000	
Survey	\$ 45,000	
Due Diligence (appraisal, title, environmental)	\$ 20,000	
Staff time and overhead (project management, legal, fundraising)	\$ 35,000	
TOTAL TRACT COST	\$2,300,000	
Stewardship Endowment ¹	\$ 100,000	
TOTAL EXPENSE	\$2,400,000	
REVENUE		
		Status
Forest Legacy (federal)	\$1,725,000	Pending
Readiness and Environmental Protection Integration (federal) ²	\$ 575,000	Committed
Private Capital Campaign	\$ 100,000	To Be Approached
Total Pending/To be Approached	\$2,400,000	
TOTAL REVENUE	\$2,400,000	

Budget Notes:

- (1) An amount for stewardship endowment has not been formalized for this property. This is a placeholder only.
- (2) Forest Legacy and REPI funds can be used as match per 10 U.S.C. § 2684a (reflecting changes adopted in the FY 2012 NDAA). Changes to be included in the FY 2014 NDAA (section 2 of HR 1080, as approved by the House NR committee on 15 May 2013)