

VI. Appendices

- Appendix A: Conservation Easement Deed to IF&W for Baskahegan Lands (1994)**
- Appendix B: Warranty Deed for Birch Island to IF&W describing WWLT Deed Restrictions (ca.1996)**
- Appendix C: Deed with WWLT Covenants to IF&W Spednic Lake Acquisition (2003)**
- Appendix D: Memorandum of Agreement between IF&W and Baskahegan Co. for Conservation Easement (1994)**
- Appendix E: Stewardship Endowment Fund Agreement**
- Appendix F: Summary of Public Process and Written Public Comments and Agency Responses**

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Conservation Easement Deed

This indenture made this 27th day of April, 1994, by and between the BASKAHEGAN COMPANY a Maine corporation, having a place of business in Brookton Township, County of Washington, State of Maine, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and/or assigns), and the STATE OF MAINE, acting by and through its Department of Inland Fisheries and Wildlife, a governmental entity having its principal office at Augusta, Kennebec County, Maine, (hereinafter sometimes referred to as the "Holder" which word shall, unless the context clearly indicates otherwise, include the Holder's successors and/or assigns),

WITNESSETH

WHEREAS, by Act of the Legislature of the State of Maine, Title 5, Maine Revised Statutes Annotated, Chapter 353, Section 6200 et seq., the Land For Maine's Future Fund was established to enable agencies of the State of Maine to acquire lands or conservation easements and other interests in land of statewide significance which: 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) is habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State; or c) provides public access to recreation opportunities or to the above mentioned natural resources; and

WHEREAS, by Act of the Legislature of the State of Maine, Title 12, Maine Revised Statutes Annotated, Chapter 702, Section 7652, 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 fish and wildlife management, public use, conservation and/or recreation.

WHEREAS, the Grantor is owner in fee of approximately ^{830.6}~~851~~ acres of real property located in Township 11 Range 3 NBPP on or near the shorelines of Spednic Lake within the St. Croix River Waterway, in the Township of Forest City, Washington County, Maine (hereinafter referred to as the "Protected Property"), described more particularly in Exhibit A and depicted on Exhibit B, both of which are attached hereto and made a part hereof, which Protected Property will be retained by Grantor subject in perpetuity to the terms of this

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Conservation Easement; and

WHEREAS, the Protected Property includes approximately 14.4 miles or 76,000 feet of undeveloped shorefront on Spednic Lake within the Chiputneticook Lakes, the headwater lake system of the St. Croix River which forms the natural and political boundary waters between northern Washington County, Maine and the Canadian Maritime Province of New Brunswick; and

WHEREAS, the fishery and wildlife resources of Spednic Lake and environs are unique natural resources for the State of Maine. Spednic Lake and its environs support a great diversity of wildlife, including moose, deer and bear, and provide habitat for endangered species such as the bald eagle. Spednic Lake supports one of the most productive smallmouth bass fisheries in eastern Maine and also provides significant landlocked salmon and smelt spawning and nursery areas. Spednic Lake and its associated shoreland, wetland, and upland areas provide a variety of unique recreational opportunities including fishing, hunting, boating, camping, nature study and other backcountry activities. Public access to these recreational opportunities and natural resource features is a priority of the Land For Maine's Future Board and the Maine Department of Inland Fisheries and Wildlife; and

WHEREAS, the Protected Property consists of productive commercial timberland which supports stands of both softwood and hardwood trees. Prudent management of these timber resources will provide a continued benefit to the local economy, employment for area residents, and a renewable supply of forest products. Prudent management of the forest is consistent with the protection of other conservation values found on the Protected Property.

WHEREAS, the conservation values of the Protected Property include its fishery and wildlife resources, its undeveloped shoreline, wetlands, and managed wooded upland areas; and the Grantor and Holder hereby intend to secure the continuity of said conservation values by imposing on the Protected Property specific limitations on the degree to which the Protected Property may be developed and by assuring the continued use of prudent commercial forestry management and land use practices on the Protected Property; and

WHEREAS, the shoreline areas and waterways of the Spednic Lake area are characterized by a diverse array of natural features which contribute to its ecological significance and importance for public use and recreation. These natural features and recreational opportunities have been recognized through State and Provincial initiatives to conserve and protect the natural heritage and cultural values of the area; and

WHEREAS, The St. Croix International Waterway Commission was established in 1986 by the governments of the Province of New Brunswick and the State of Maine in recognition of the outstanding natural and recreational values of the St. Croix River as a common heritage, and to coordinate joint planning, development and management of their shared heritage in the St. Croix. The St. Croix International Waterway Commission proposal for a Waterway Conservation Area including the waters and shorelands of Spednic Lake, Mud Lake and Mud Lake Stream would be a mechanism for both Maine and New Brunswick "to recognize, preserve and appropriately manage the significant natural and recreational resources and unspoiled natural character of the undeveloped central section of the St. Croix International Waterway"; and

WHEREAS, the Maine Wildlands Lake Assessment, a report by the Maine Land Use Regulation Commission to classify Maine lakes in its jurisdiction according to appropriate management classes, has classified Spednic Lake as a Class 1B Lake, recognizing the outstanding wildlife resources, state significant fishery, and recreational and geological features of the area; and

WHEREAS, the 1982 Maine Rivers Study identified a 56 mile (90 km) segment of the St. Croix River from Oak Point to Spednic Lake as one of the State's 20 "Class A" river segments based on a statewide evaluation of natural and recreational values of river resources. The 1983 Maine Rivers Act (12 MRSA 401 et seq) included this segment of the St. Croix in its river conservation policy designed to limit commercial, industrial, residential and hydropower development on the most significant Maine rivers; and

WHEREAS, in 1984 the Province of New Brunswick nominated the St. Croix River for inclusion in the Canadian Heritage Rivers System (CHRS) for the purpose of providing a representation of natural maritime river environments and of prehistoric and early European history in Eastern Canada and for the purpose of providing an outstanding recreational experience for various types of river tourists. The existence of prehistoric archaeological sites documenting the prehistoric use of the St. Croix as a canoe route and canoe-based living, hunting and fishing area has confirmed the archaeological significance of the area. Designation of the St. Croix River into the CHRS is contingent upon CHRS Board acceptance of a joint resource management plan being developed by the St. Croix River Waterway Commission that would meet the mutual interests of both governments and fulfill New Brunswick's commitment to the CHRS; and

WHEREAS, the State of Maine, by and through its Land For Maine's Future Board and its Commissioner of the Department of Inland Fisheries and Wildlife, has determined that it is in the public interest

to acquire a Conservation Easement in perpetuity, as defined by Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-B, inclusive, as amended, to fulfill the Conservation Purposes as defined in this Conservation Easement deed.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that BASKAHEGAN COMPANY, a Maine Corporation with a principal place of business in Brookton, Maine, the Grantor herein, on behalf of itself and its successors and assigns, in consideration of the foregoing and of the agreement of the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife, to accept the rights herein granted and enforce in perpetuity the restrictions contained herein for the benefit of the State of Maine, the general public and the Protected Property, which shall not be construed as a condition of this grant, and in consideration of the payment of one dollar and other valuable consideration paid by the State of Maine, the receipt whereof and sufficiency of which it does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the State of Maine, its successors and assigns forever, a perpetual conservation easement over the Protected Property, as follows:

I. PURPOSE

The State of Maine accepts the rights and covenants conveyed by this Conservation Easement in order to fulfill the following Conservation Purposes:

1. To assure the Protected Property will be retained forever in its primarily undeveloped condition, this being the primary purpose of the Conservation Easement described herein.
2. To assure that the Grantor is able to conduct commercial and precommercial forest management and timber harvesting activities as described in Paragraph II.A.i. on the Protected Property, thereby contributing to the vigor of the local economy and the renewable supply of wood and fiber and other forest products.
3. To preserve portions of the Protected Property for outdoor recreational enjoyment and/or the education of the general public consistent with the purposes and goals of the Land for Maine's Future Fund (5 MRSA 6200 et seq), through the auspices of the Holder and its permitted successors or assigns. The area is valued for hunting, fishing, camping, and other forms of recreation, limited access for which is specifically provided below.

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4. To assure the continued growth, gathering, and harvesting of forest products by the Grantor using prudent commercial timber harvesting and forest management practices on the Protected Property as described in Paragraph II.A.i., and to assure that other uses of the Protected Property will not significantly impair or interfere with the conservation values of the Protected Property described hereinabove.

The significant conservation values of the Protected Property as described above are confirmed in baseline documentation entitled "Baskahegan Company Spednic Lake Easement Baseline Documentation" on file with the Holder.

II. RESTRICTED USES OF THE PROTECTED PROPERTY

The restrictions hereby imposed on the Protected Property consist of the mutual covenants on the part of the Grantor and the Holder set forth below. The Grantor and Holder hereby acknowledge that these covenants, and all grants, easements, affirmative rights and agreements made herein shall constitute a servitude upon the Protected Property and shall run with the Protected Property in perpetuity.

A. Development Activities. Any residential, commercial, forest management, industrial, or recreational activities shall be conducted and any buildings or structures shall be constructed, created, erected or moved onto the Protected Property in accordance with the following restrictions and limitations:

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- i. For the purposes hereof "forest^{management}" shall constitute forest management activities and shall include but not be limited to the gathering of forest products, the growing and stocking of Christmas trees or forest trees of any size capable of producing forest products, commercial and precommercial treatments related to the production of forest products, including thinning activities and the lawful use of herbicides and pesticides; the processing and sale of products produced on the Protected Property with equipment designed for in-woods processing, the cutting, including clearcutting, and sale of timber and other forest products, road and bridge construction and any generally accepted forest management activities deemed necessary by the Grantor to support the growing, gathering, and harvesting of forest products.
- ii. Forestry shall be conducted in strict compliance with all applicable laws and regulations.
- iii. Forestry activities in the vicinity of specific fish and wildlife habitat and/or archaeological sites shall be in accordance with the provisions of the "Memorandum of Agreement" between the Grantor and the Maine Department of Inland Fisheries and Wildlife, or as said agreement may be revised from time to time with the mutual consent of the Holder and Grantor.
- iv. Within 100 feet of the normal high water mark of Spednic Lake, Section 10.17.A5, paragraphs 1, 2 and 3 of the Land Use Regulation Commission regulations in existence for timber harvesting in the

0- to 50-foot zone at the time of this agreement would similarly apply to the 50- to 100-foot zone, as would any exemptions or variances granted by the Land Use Regulation Commission within the first 50 feet except as mutually agreed to between the Grantor and the Holder.

B. Subdivision. With the exception of the two existing leased sites on the Protected Property which may be sold without being further subdivided, the Protected Property shall remain as an entity and shall not be subdivided, or otherwise divided into separately-owned parcels.

C. Camp Leases. Except for the two existing leases and any future leases relating to the two existing leased sites, camp leases shall not be allowed on the Protected Property. The buildings situated on leased camp

lots existing at the time of execution of this Conservation Easement Deed, and more specifically located on a plan entitled Standard Boundary Survey showing a Conservation Easement SUBMERGED LANDS AND ISLANDS TO BE CONVEYED TO THE STATE OF MAINE by PLISCA & DAY LAND SURVEYORS dated 10/1/91 and filed at the Company of MAINE

Washington County Registry of Deeds, as Plan number 1 shall be allowed to remain on the Protected Property CABINET 3 DRAWER 7 #91 & 92

under the following provisions only:

- i. The purpose of this section, C, is to preserve the rights and interests of the Grantor and the lessees and their heirs and successors and assigns, and to protect their equity in their improvements on the leased premises.
- ii. Each lease shall be administered solely by the Grantor, and all proceeds from said lease or leases shall accrue to the Grantor, unless the Grantor conveys its rights as Lessor to the Holder with the prior written consent of the Holder.
- iii. New construction or improvements to existing structures may take place on the two leased camp lots and shall be subject to all applicable laws, regulations and ordinances, provided however, that no structure shall exceed thirty (30) feet in height, and shall not be closer than one hundred (100) feet from the nearest water body (Great Pond, river or stream), excepting those which exceed these conditions at the time of execution of this Easement and are cited in the "Easement Baseline Documentation File" named above. The total aggregate occupied ground area of any new and/or improved structures shall

not exceed 2,000 square feet. Structures shall be defined as any dwelling, appurtenant or ancillary structure or outbuilding.

iv. Those lease sites upon which existing improvements exceed these conditions at the time of execution of this Easement shall be grandfathered and be allowed to continue to exist and be maintained within their existing configuration but may not be expanded further. In the event of the destruction of said existing improvements, by catastrophic loss or otherwise, the terms of Paragraph C. iii, above, shall apply.

v. Structures on camp lease sites shall be used for seasonal residential and recreational purposes only.

D. Ancillary Structures. Except as provided for in Section III. E below no structures or improvements of any kind shall be constructed, placed or introduced on the Protected Property except for ancillary structures or improvements such as barns, in-woods processing equipment, fences, bridges, culverts, utility structures, maple sugar houses, sheds or trailers which may only be constructed, placed or introduced onto the Protected Property in the accomplishment of on-site, forest management, conservation, outdoor recreational or other uses of the Property allowed under the terms hereof. Such permanent or temporary structures or improvements shall be sited to the extent reasonably practicable to have minimal impact upon the conservation values of the Protected Property and upon the appearance of the Protected Property as viewed from the water. No new structures shall be allowed within 150 feet of the High Water Mark of Spednic Lake except as allowed in Section II. C above and Section III. E below. Such ancillary structures and improvements may be replaced in the event of damage or destruction by catastrophic loss or otherwise. When such structures are no longer in use, the site will be restored to a natural condition.

E. Roads. Except as provided for in Section III. D and E below, there shall be no construction or installation of new permanent roads (a "permanent road" as used herein is defined as any travel surface exceeding 20 feet in width, contoured with mechanical equipment, and/or surfaced with gravel). However, maintenance, relocation, upgrade and repair of existing roads or bridges in the Protected Property shall be allowed provided the relocation

of roads on the Protected Property shall be mutually agreed upon. The Grantor shall give notice to the Holder prior to any substantial non-emergency construction, maintenance, repair, relocation or reconstruction by the Grantor of roads within the Protected Property. The Holder's consent to such proposed activity shall be deemed to have occurred if, within 30 days following the date of the Grantor's notice to the Holder, the Grantor has not received written objections to the proposed activity from the Holder.

F. Site Alteration. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities are commonly necessary in the accomplishment of forest management and associated road building activities, the protection of the conservation values including habitat management or non-exclusive outdoor recreational use of the Protected Property, or in connection with other permitted uses of the Protected Property.

G. Signage. No outdoor advertising structures such as signs and billboards shall be displayed on the Protected Property except as necessary or permitted herein, in the accomplishment of the property identification, forestry, conservation or non-commercial outdoor recreational uses of the Property.

H. Mining. Except as provided for in Section III. B below, there shall be no surface or subsurface mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials from the Protected Property except in connection with any improvements made pursuant to the provisions of paragraph II-A, B, C, D, or E above, and III. E below.

I. Dumping. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts. Biodegradable logging debris generated on the Protected Property shall not be considered environmentally hazardous material under this section.

III. RESERVED RIGHTS OF GRANTOR

The Protected Property may be used for silvicultural, commercial and precommercial forest

management, conservation, habitat management, outdoor recreational purposes, and for any other lawful purpose not expressly prohibited by the terms hereof which does not significantly impair the conservation values to be protected hereby. Notwithstanding the foregoing express restrictions, the Grantor shall have the right to own and convey the Protected Property, including the current camp lease *sites*, subject to the terms of this Conservation Easement, and shall retain all other rights not specified herein, including but not limited to the following:

A. Safety Zones and Related Measures. Grantor reserves the right to establish and maintain 500 foot safety zones around active forestry operations.

B. Sand and Gravel Mining. Grantor reserves the right to excavate sand and gravel for use in the construction, maintenance, repair and reconstruction of roads and other permitted uses within the Protected Property or on other land of Grantor within Township 11 Range 3. Sand or gravel may not be removed for sale to others.

C. Forestry Activities. Grantor reserves the right to conduct forestry activities as defined in Section II A above.

D. Roads. Grantor reserves the right to construct new, permanent roads onto the two peninsulas east of Muncy Cove for forest management purposes. Such roads will be constructed as near as practical to the center line of each peninsula, will not extend more than 3,630 feet beyond the easement boundary and will consist of a right of way not to exceed 66 feet in width, 33 feet either side of the centerline, with a travel surface not to exceed 25 feet in width, except for one spur per road for the purpose of turning vehicles. Following completion of the construction of the roads, the Grantor shall reserve the right to maintain, upgrade and repair these roads as provided in Section II. E

E. Boat and Equipment Storage Shed. The Grantor reserves the right to make alterations to the Protected Property at the location identified on Exhibit B for the purpose of providing the Grantor access to Spednic Lake in support of only forest management activities on the Protected Property and adjacent lands owned by the

Grantor. These alterations shall be limited to the construction and maintenance of: 1) a travel surface not to exceed 20 feet in width including any necessary ditching; 2) a cleared and graveled area no greater than 1,500 square feet in size for parking and vehicle turn-around; and 3) a boat and equipment storage shed of no greater than 500 square feet in size and set back a minimum of 150 feet from the normal high water line of the lake. The boat and storage shed will not have utilities or plumbing, will not be associated with any permanent dock, and will not be used for other commercial or residential purposes.

F. Other Activities. Except for the rights specifically conveyed to the Holder, and except for the restrictions expressly created by this Conservation Easement, the Grantor retains all ownership rights in the Protected Property and may use the Protected Property for any lawful purpose not expressly prohibited by the terms hereof which does not significantly impair the conservation values to be protected hereby.

IV. AFFIRMATIVE RIGHTS OF HOLDER

To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the Grantor to the Holder and include the right to preserve and protect in perpetuity the conservation values of the Protected Property by prohibiting development, except as provided in this Conservation Easement.

A. Inspections. The Holder shall have reasonable access at reasonable times to the Protected Property and all of its parts to determine compliance with and to enforce the terms of this Conservation Easement; to exercise the rights conveyed hereby; and to fulfill the responsibilities and carry out the obligations assumed by the acceptance of this Conservation Easement.

B. Public Access. There is hereby conveyed pedestrian access to, on and across the Protected Property, for hunting, fishing and transitory recreational purposes, by members of the public. Such access may be managed or restricted by the Holder in the public interest, in accordance with generally accepted principles of public use management such as temporary use limitations, locational limitations, and seasonal or time-of-day restrictions. The need for and effectiveness of such public access management measures will be evaluated by the

Holder in consultation with the Grantor and adjusted when necessary.

C. Camping/Trails. The Holder or its designee shall have the exclusive right to develop and/or manage primitive wilderness camping sites along shoreland areas of the Protected Property and to establish foot trails for recreational use. If one or more such sites are not maintained for more than one year, the Holder will remove any improvements and restore the site to a natural condition. Holder agrees to maintain, at its sole cost and expense, said sites and trails. Specific provisions regarding the number and location of such sites shall be included in the Memorandum of Agreement between the Grantor and the Holder.

D. Signage. The Holder shall have the right to place signs on the Protected Property identifying it as land protected under the Land For Maine's Future Program in cooperation with the Grantor for the uses allowed under this Conservation Easement. The Holder shall locate these signs in coordination with the Grantor.

E. Snowmobile Trails. The Holder shall have the right to create, construct or otherwise define a trail corridor across the Protected Property for snowmobile use provided that the Holder provides indemnification to the Grantor under the terms of the Holder's existing snowmobile program. The location and establishment of such trail shall be made in consultation with the Grantor. Holder agrees to maintain such a trail, at its sole cost and expense.

V. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Holder in writing within 30 days before the transfer of title of the Property, or any division of ownership thereof permitted hereby.

B. The Grantor and the Holder shall each be responsible for locating the boundary of the easement prior to engaging in any activity which might affect the public values on the Protected Property or the private values of the Grantor's property. Each party will notify the other before engaging in placement or maintenance of a

permanent boundary line.

C. Except as expressly set forth herein, the Holder shall be under no obligation to maintain the Protected Property or pay any taxes or assessments or tax penalties thereon, excepting those caused by activities of the Holder.

VI. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Protected Property and shall be enforceable against all future owners and tenants in perpetuity and pertain to the whole parcel; the benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of Maine or the U.S. Government or any subdivision of either, consistent with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer.

VII. MONITORING AND ENFORCEMENT

A. The Holder shall have the right to assure compliance with all of the covenants and restrictions herein. In connection with such efforts, Holder, or its designee, shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, for the purposes of inspection, enforcement, remedying violations of this Easement, and for purposes of fulfilling Holder's affirmative obligations hereunder, each in any manner that will not disturb Grantor's permitted use and quiet enjoyment of the Protected Property. Holder agrees to keep on file and make available to the Grantor any notes or reports made in connection with its inspections of and activities on the Protected Property.

B. In the event the Holder determines that an event or circumstance of non-compliance with the terms and

conditions herein set forth has occurred or is in existence, Holder shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and, at Holder's discretion, sufficient to restore the Protected Property to its condition at the time of this grant, subject to permitted changes made subsequently.

C. If Grantor fails within a reasonable time to abate or remedy such non-compliance or to continue such remedial action to completion, Holder shall be entitled to its remedies at law and in equity. Requirement of notice is waived in matters requiring more immediate action, in which case Holder shall be entitled immediately to pursue its remedies at law or in equity, ex parte as necessary. If a Court determines that this Conservation Easement has been breached, Grantors shall reimburse Holder for any reasonable costs of restoration, correction and enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court. In the event that Holder initiates litigation and the Court determines that this Conservation Easement has not been breached and that the Holder has initiated litigation without reasonable cause, or in bad faith, then Holder shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. If an event or circumstance of intentional non-compliance is corrected through negotiation and voluntary compliance, Grantor shall reimburse the Holder for all reasonable costs incurred in investigating the non-compliance and in securing its correction. Nothing herein shall be construed to preclude Grantor's and Holder's rights to recover damages from any third party for trespass or other violation of their respective rights in this easement and the Protected Property.

D. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of the Holder, and any failure or delay of the Holder, for any reason whatsoever, to enforce any of the terms, covenants, or other provisions of this Conservation Easement shall not constitute a waiver of its right to enforce the same or any other provision hereof. Grantor hereby waives any defense of laches, estoppel or prescription.

E. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Protected Property resulting from natural events beyond Grantor's control, including but not limited to fire, flood, storm, changes in climatic conditions, acid rain or other

airborne pollutants introduced into the atmosphere by third parties, and earth movement or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

VIII. MISCELLANEOUS PROVISIONS

- A. It is hereby agreed that any activity permitted under this Conservation Easement shall be in accordance with all applicable state, federal and local laws and regulations.

- B. If uncertainty should arise in the interpretation of this Conservation Easement, judgment shall be made in favor of conserving the Protected Property for the recreational and forest management purposes described herein.

- C. The condition of the Protected Property at the time of this grant is evidenced by reports, photographs, and maps possessed by the Holder in its baseline documentation, which the Holder and Grantor have certified as an accurate representation of the condition of the Protected Property at the time of this grant, and which Holder shall make available on any reasonable request to Grantor.

- D. Grantor and Holder recognize that circumstances could arise which would justify modification of certain of the terms and restrictions contained in this Conservation Easement, without prior notice to any third party, provided that any such amendment, in the sole discretion of the Holder, furthers or is not inconsistent with the purpose of this Conservation Easement. Such amendments shall become effective upon recordation at the Washington County Registry of Deeds. Notwithstanding the foregoing, the Grantor and Holder shall have no right or power to agree to any amendments that would result in termination of this Conservation Easement or that would cause it to fail to qualify as a valid Conservation Easement under Title 33 M.R.S.A. Section 476 et seq. as now or hereafter amended, except by express approval of the Legislature.

- E. Except as expressly provided to the contrary herein, Grantor retains all responsibilities and shall bear all

costs and liabilities of every kind related to the ownership of the Protected Property, except for costs and liabilities resulting from the use thereof by the Holder, in connection with any existing or new water access camp sites managed or created by the Holder. Grantor shall keep the Protected Property free of any liens or encumbrances arising out of any work performed for, materials furnished to, or other obligations incurred by Grantor with respect to the Protected Property or which might impair, encumber or subordinate Holder's rights in this Conservation Easement. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Protected Property or any business, operation or activity thereon conducted by Grantor, and Grantor shall furnish Holder with satisfactory evidence of such payment upon request.

F. This Conservation Easement and any amendment or assignment hereof shall be recorded at the Washington County Registry of Deeds. A copy of this Conservation Easement shall be delivered and incorporation by reference of this Conservation Easement shall be included in any subsequent deed, probate decree, or legal instrument which conveys any interest (including a leasehold) in the Protected Property.

G. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Conservation Easement shall be in writing and shall be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

Grantor: BASKAHEGAN COMPANY
Box 84
Brookton, Maine 04413

Holder: COMMISSIONER
Department of Inland Fisheries and Wildlife
State House Station 41
Augusta, Maine 04333

or to such other address as either party may from time to time designate by written notice to the other.

H. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the original Grantor, BASKAHEGAN COMPANY, its officers and

shareholders, and its successors, assigns and all persons hereafter claiming by, through or under said Grantor, whether or not such persons signed this Conservation Easement or had an interest in the Protected Property on the execution date of this Conservation Easement. The term "Holder," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the State of Maine and its agents, representatives, successors and assigns.

I. Condemnation. If the Property, or a portion thereof shall be taken by condemnation or right of eminent domain, as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and Holder shall each be entitled to receive a portion of the proceeds of the award, if any, in proportion to its respective interest in the property at the time of the grant.

J. Severability. If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

K. Extinguishment. The inability to carry on any or all of the uses permitted on the Protected Property, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds to terminate it or alter its terms. The fact that any of the uses prohibited herein, or any other uses not mentioned, may become more economically valuable than uses which are permitted herein, or that neighboring properties may in the future be put to uses incompatible with those permitted herein, has been considered by Grantor in granting this perpetual Conservation Easement. It is the Grantor's and Holder's belief that any such changes in use will increase the benefit to the public of the continuation of this Conservation Easement, and it is the intent of both the Grantor and Holder that any such changes should not be deemed to be changed conditions permitting extinguishment or alteration of this Conservation Easement.

L. Compliance Certificates. Holder will execute, acknowledge and deliver to Grantor or any party designated by Grantor, a written certificate of compliance in a form suitable for recording, stating whether, and

with what exceptions or limitations, the Protected Property or any portion thereof complies with the terms and conditions of this Easement, after an inspection made at Grantor's cost, which Holder will conduct within forty-five (45) days of Grantor's written request (or other longer period, should adverse weather conditions prevent a more timely inspection).

THE HOLDER by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Holder all in the furtherance of the Conservation Easement Deed as delivered.

TO HAVE AND TO HOLD the foregoing Conservation Easement including development rights, covenants, and restrictions conveyed thereby, with all the privileges and appurtenances thereof, unto the said Holder and its successors and assigns, to it and its use and behoof forever.

AND THE GRANTOR DOES COVENANT with the Holder and its successors and assigns that it is lawfully seized in fee of the premises; that they are free of all encumbrances, that it has good right to sell and convey the same to the said Holder to hold as aforesaid; and that it and its successors and assigns shall and will WARRANT AND DEFEND the same to the said Holder and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under it.

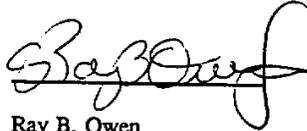
IN WITNESS WHEREOF, the said Grantor, BASKAHEGAN COMPANY, has caused this instrument to be signed and its corporate seal to be affixed hereto by Roger Milliken, Jr., its President, hereunto duly authorized this 27th day of April, 1994.

WITNESS:

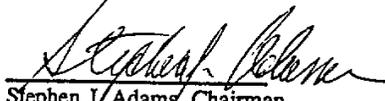
By:
Its President
Roger Milliken, Jr.

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the State of Maine by the resolution of the Land For Maine's Future Board on April 27, 1994, and the Commissioner of the DEPARTMENT OF INLAND FISHERIES AND WILDLIFE, acting as Commissioner and as a duly appointed member of said Board, does hereby accept on behalf of the State of Maine the above and foregoing Conservation Easement.



Ray B. Owen
Commissioner, Department of Inland Fisheries and Wildlife
and Member, Land For Maine's Future Board


Stephen J. Adams, Chairman
Land For Maine's Future Board

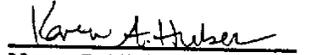
GRANTOR'S ACKNOWLEDGEMENT

The State of Maine
County of Penobscot ss.

Date: October 26, 1994

Then personally appeared Roger Wilkins Jr., authorized representative of the BASKAHEGAN COMPANY, the above-named GRANTOR acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the said corporation.

Before me,


Notary Public/Attorney at Law
Print Name: Karen A. Hulser

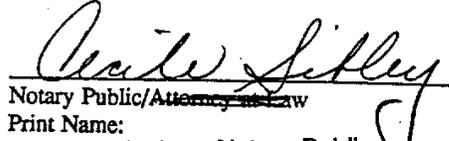
HOLDER'S ACKNOWLEDGEMENT

The State of Maine
County of Kennebec, ss.

Date: 10/24, 1994

Then personally appeared Ray Owen, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his capacity as Commissioner of the DEPARTMENT OF INLAND FISHERIES AND WILDLIFE and as a member of the Land for Maine's Future Board.

Before me,


Notary Public/Attorney at Law
Print Name:
Cecile Sibley - Notary Public
State of Maine

My Commission Expires February 17, 1998

EXHIBIT A

CONVEYING AN EASEMENT over all land of the Grantor within a strip 500 feet distant from mean high water mark of the St. Croix River and Spednic Lake as established by a survey dated June 2, 1994 and entitled "Standard Boundary Survey Showing A Conservation Easement, Submerged Lands And Islands To Be Conveyed By Baskahegan Company To The State Of Maine" and extending over all the Grantor's riparian rights in the St. Croix River and over all the Grantor's littoral rights in Spednic Lake and Chiputneticook Lake. Said easement to encumber all the Grantor's right title and interest in the bed of said St. Croix River or Spednic Lake or Chiputneticook Lake in the event that the waters of said river and/or lake/s are drawn down below mean high water mark.

MEANING AND INTENDING to encumber all land of the Grantor in T10-R3 and T11-R3 NBPP between said river and/or lake/s and a line drawn 500 feet distant from and parallel to said body of water at mean high water mark as of 1994 and extending over all the Grantor's riparian and littoral rights.

Appendix B: Warranty Deed for Birch Island to IF&W describing WWLT Deed Restrictions (ca.1996)

Birch Island (owner IF&W)

BK2215PG040

00127

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that WOODIE WHEATON LAND TRUST, a Maine nonprofit corporation having an office at HC 81, Box 120, Brookton, ME 04413, hereinafter Grantor, for consideration paid, the receipt and sufficiency of which it hereby acknowledges, GRANTS unto the STATE OF MAINE, acting by and through its Department of Inland Fisheries and Wildlife, pursuant to M.R.S.A. Title 5, Chapter 353, as amended and M.R.S.A. Title 12, Chapter 713, as amended, with an address of 41 State House Station, Augusta, Maine 04333-0041, and its successors and assigns forever, with WARRANTY COVENANTS, land situated in Forest Township 10, Range 3, NBPP, County of Washington, and State of Maine, all as more particularly described as follows:

NO TRANSFER TAX PAID

A CERTAIN ISLAND in Second Chiputneticook Lake, also known as Spednic Lake, said island known by the name of BIRCH ISLAND, the most southern point of said Island being distant forty-one chains on a course by the magnet of the year 1913 North sixty-nine (69) degrees West from a cedar tree standing on the Northeastern Bank or Shore of the Lake at the Most Western angle of lot A granted to James Maxwell below McAllisters Cove, the said Island having an extreme length of thirty-one chains and an extreme breadth of ten chains, containing twenty-three acres more or less and distinguished as Birch Island.

BEING THE SAME PREMISES described in the deed and Grant from his Majesty the King to Joseph H. Gould, George L. Gould and Charles H. Gould which is dated June 13, 1913 and was recorded in the Land Grant Office (New Brunswick, Canada) on June 21, 1913 as Number 26.703 and is registered in the Province of New Brunswick's Office of Registrar of Deeds on August 20, 1947 in Book #264, Pages 365 to 366, in the names of George H. Gould, George L. Gould and Charles H. Gould. FURTHER REFERENCE is made to a quitclaim deed from Mabel Gould Stevenson to David E. Roundy dated January 25, 1994, recorded March 29, 1994, in the Washington County Registry of Deeds, Book 1914, Page 175.

TOGETHER WITH all of Grantor's right, title and interest in and to lands below the high water mark of Second Chiputneticook Lake, also known as Spednic Lake, adjacent to the premises herein conveyed.

EXCEPTING AND RESERVING to the Grantor that portion of the above described premises known as Little Birch Island.

THIS CONVEYANCE is made subject to the express condition and limitation that the land shall be kept in its natural state, excepting only such improvements that will provide for limited public access and use, and property maintenance activities as are necessary for monitoring and regulating the recreational use of the property and management of the fish and wildlife

Appendix C: Deed with WWLT Covenants to IF&W Spednic Lake Acquisition (2003)

03316

SHORT FORM QUITCLAIM DEED WITH COVENANT

WOODIE WHEATON LAND TRUST, a Maine nonprofit corporation with a mailing address at HC 81, Box 95A, Forest City, ME 04413 ("Grantor"), FOR CONSIDERATION PAID, grants to the **STATE OF MAINE**, acting by and through its Department of Inland Fisheries and Wildlife, with an address of 41 State House Station, Augusta, Maine 04333-0041 ("Grantee"), with QUITCLAIM COVENANT certain real property, together with any improvements thereon, located at Forest City Township, Forest Township (T10 R3 NBPP), and Vanceboro, Washington County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

DK 2722 PG 168

TRANSFER TAX PAID

In recognition of the important wildlife habitat on an near the Premises, this conveyance is made subject to the express condition and restriction, and Grantee by acceptance of this deed covenants and agrees that there shall be no construction of boat launch facilities on the Premises and that this restriction and covenant shall be enforceable by Grantor under the Uniform Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-B inclusive, as amended. In accordance with such Act, Grantor shall have the right to enter the Premises at reasonable times for the purpose of inspecting the Premises for compliance with the terms of this restriction and covenant.

The Premises conveyed by this deed are being acquired in part with funds from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, at Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, and P.L. 1999, c.514, Sec. A-6, as a natural area important for recreation, hunting and fishing, conservation, wildlife habitat and scenic beauty.

As a recipient of funds from the Land for Maine's Future Program, Grantee has agreed to assure permanent preservation of the premises and its availability for public outdoor recreation in accordance with the foregoing statutory purposes and the express condition and limitation set forth in this deed.

IN WITNESS WHEREOF, Woodie Wheaton Land Trust has caused this instrument to be executed by Dale Wheaton, its President, thereunto duly authorized, this 19th day of March, 2003.

WITNESSETH:

WOODIE WHEATON LAND TRUST

By: Dale C. Wheaton
Dale Wheaton, President

Name: _____

State of Maine
County of Pendscot, ss.

March 19, 2003

PERSONALLY APPEARED the above-named Dale Wheaton, President of Woodie Wheaton Land Trust, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Karen Huber
Name: Karen Huber
Title: Attorney At Law

EXHIBIT A

FIRST PARCEL: An approximately 500 foot wide, nearly continuous corridor of land constituting three tracts, extending approximately 15.8 miles along and upland from the normal high water mark of the west shore of Spednik Lake, and all lands of the Grantor below such normal high water mark within said Lake, including any and all islands, encompassing some 978 acres, together with all appurtenant rights and all standing trees and any improvements presently thereon, located in Forest City Township, Forest Township (T10 R3 NBPP), and Vanceboro, Washington County, Maine which land area is more particularly bounded and described as Parcels One, Two and Three in Exhibit B attached hereto and made a part hereof.

The above parcels are conveyed subject to those easement rights reserved by Typhoon LLC in its deed to this Grantor of even date herewith to be recorded.

The above First Parcel is conveyed with the benefit of a non-exclusive appurtenant easement to, on and across the existing roads located on the retained lands of Grantor or any new roads that from time to time may be constructed on such retained lands, for the purpose of access to the property conveyed herein, on the terms and conditions and in those locations all as more fully set forth in the Appurtenant Road Easement for Administrative Management Purposes from Grantor to Grantee of even date herewith to be recorded.

The above First Parcel is further conveyed with the benefit of a non-exclusive appurtenant easement interest granting to Grantee the right to allow and administer use of and access by the public to, on, and across the roads designated in the Grant of Access Easement from Grantor for the purpose of access to the property conveyed herein, on the terms and conditions and in those locations all as more fully set forth in the said Grant of Access Easement from Grantor to Grantee of even date herewith to be recorded. Vehicular use shall not include the use of snowmobiles, ATVs, motorcycles, or mountain-bikes.

SECOND PARCEL: A single lot containing approximately 4 acres near the tip of Muncy (or Muncey) Point on Spednik Lake, including all lands of the Grantor below the normal high water mark within said Lake, together with all appurtenant rights and all standing trees and any improvements presently thereon, located in T11 R3 NBPP, Washington County, Maine, which parcel is more particularly bounded and described as Parcel Four in Exhibit B attached hereto.

The above First Parcel and Second Parcel are further conveyed with the benefit of a non-exclusive appurtenant right and easement, in common with Grantor, its successors and assigns and others having such rights, if any, to use prescriptive rights, easements, licenses and other rights of Grantor over roads of third parties, to the property conveyed herein to the extent such use does not overburden any such right, provided, however, that nothing contained in this easement shall serve to restrict, or be construed to restrict, the ability of the Grantee, its successors or assigns, to exercise the rights granted by this easement in a manner consistent with the existing and historical exercise of such rights by

Spednic Tract

BK 2722 PG 170

the Grantor. The Grantor acknowledges and agrees that the easement rights to be granted under the preceding sentence shall permit the Grantee to allow access by the public to the property conveyed herein pursuant to programs and policies established by the Grantee from time to time, but that no member of the public shall have any independent (i.e., separate from this grant or license by Grantee) easement right of access to the property conveyed herein.

EXHIBIT B

PARCEL ONE: The Farm Cove lot, so called, situated on the westerly shore of Spednik Lake, so called, in Forest City TWP, Washington County, Maine and further described as follows;

Beginning at a wood post found at or near the high water mark of Farm Cove, so called, of said lake and being the northeast corner of those premises conveyed to Thomas by deed recorded in Book 699, Page 31; Thence on a UTM grid bearing of S 67°28'W along land of Thomas for 151.7m to a 5/8" rebar with aluminum cap labeled "125" set at the base of a wood post, being the north westerly corner of said Thomas; Thence N 18°55'W for 934.4m to a 5/8" rebar with aluminum cap labeled "126"; Thence N 31°14'W for 1,213.7m to a 5/8" rebar with aluminum cap labeled "127"; Thence N 37°17'W for 936.3m to a 5/8" rebar with aluminum cap labeled "128"; Thence continuing N 37° 17'W for 55.2m to land conveyed to Clark by deed recorded in Book 782, Page 15; Thence N 69°29'E along land of Clark for 151.1m to the south easterly corner of said Clark at or near the high water mark of said lake; Thence south easterly by the high water mark of said lake for 3,520m+/- to the point of beginning; The bearing and distance between the south easterly corner of Clark and the wood post at the point of beginning is S 29°31'E for 3,107.7m

The above-described parcel contains 133.7 acres and is a portion of those premises conveyed to Wagner Timber Partners LLC by SunTrust Banks by deed recorded in Book 2354, Page 01, of the Washington County Registry of Deeds. Reference may also be had to the Certificate of Merger between Wagner Timber Partners, LLC and Typhoon LLC recorded in Book 2626, Page 95.

All numbered rebars are 5/8" rebar with 2" Aluminum caps inscribed "The Ames Corp, 1297" in addition to the numbers noted above. Courses used in the above description are based upon GPS observations performed by The Ames Corp and Cook Land Services during January, February, November, & December 2002. All deed and plan references are to the Washington County Registry of Deeds. Reference may also be had to the plans entitled "Boundary Survey Spednik Lake Parcel" prepared by Ames A/E to be recorded.

PARCEL TWO: The Spruce Mountain Cove Lot, so called, situated on the westerly shore of Spednik Lake, so called, in Forest TWP., and Forest City TWP., Washington County, Maine and further described as follows;

Beginning at a 5/8" rebar with aluminum cap labeled "107"; set approximately 152m westerly of the westerly shore of said lake and approximately 5.7m northerly of the apparent town line between the towns of T 11 R 3 and Forest TWP. at a point that is approximately 152m southwesterly from the shore of said lake.

Thence on a UTM grid bearing of N 75°36'W for 5.7m to a 5/8" rebar with aluminum cap labeled "107"; Thence N 75°36'W for 416.4m to a 5/8" rebar with aluminum cap labeled "108"; Thence N 44°54'W for 852.7m to a 5/8" rebar with aluminum cap labeled "109"; Thence N 50°46'W for 1,774.6m to a 5/8" rebar with aluminum cap labeled

“110”; Thence N 45°25'W for 425.6m to a 5/8” rebar with aluminum cap labeled “111”; Thence S 32°10'W for 213.3m to a 5/8” rebar with aluminum cap labeled “112”; Thence S 03°05'E for 285.8m to a point that is 5.3m westerly of the center of a woods road and is marked by a 5/8” rebar with aluminum cap labeled “113”; Thence easterly, at a right angle to the last mentioned line for 5.3m to the center of said woods road; Thence southerly along the center of said woods road to a point that is N 57°46'E and 5.3m distant from a 5/8” rebar with aluminum cap labeled “114”; The bearing and distance between that last two rebars is S 17°38'E for 1,341.8m. Thence S 57°46'W for 251.2m to a 5/8” rebar with aluminum cap labeled “115”; Thence N 74°03'W for 217.9m to a point that is 5.3m north easterly of the center of a woods road and is marked by a 5/8” rebar with aluminum cap labeled “116”; Thence north westerly along a line that is parallel to and 5.3m distant north easterly from the center of said woods road to a 5/8” rebar with aluminum cap labeled “117”; The bearing and distance between that last two rebars is N 43°41'W for 258.8m. Thence N 27°40'W for 781.9m to a 5/8” rebar with aluminum cap labeled “118”; Thence N 55°04'W for 183.4m to a point that is 5.3m north easterly of the center of a woods road and is marked by a 5/8” rebar with aluminum cap labeled “119”; Thence north westerly along a line that is parallel to and 5.3m distant north easterly from the center of said woods road to a 5/8” rebar with aluminum cap labeled “120”; The bearing and distance between that last two rebars is N 57°23'W for 267.1m. Thence N 49°15'W for 287.2m to a 5/8” rebar with aluminum cap labeled “121”; Thence N 10°34'E for 187.4m to a 5/8” rebar with aluminum cap labeled “122”; Thence N 18°28'W for 378.5m to a 5/8” rebar with aluminum cap labeled “123”; Point “123” is at or near the town line between the towns of Forest TWP., and Forest City TWP. Thence N 34°29'W for 372.3m to point “124”. Point “124” is a 5/8” rebar with cap labeled “CLS” at the southwest corner of land now or formerly of **Georgia Pacific** as shown on an unrecorded plan entitled “Parcel 19 – Spednic Lake Landing” prepared by Cook Land Services; Thence N 58°28'E along land of Georgia Pacific for 150.4m to a 5/8” rebar with cap labeled “CLS”;

Thence south easterly and northerly by the high water mark of said lake for 4,020m+/- to the south westerly corner of those premises conveyed to **Silverberg & Fitzpatrick** by deed recorded in Book 1176, Page 254 at or near a blazed Spruce blow-down; The bearing and distance between the last mentioned rebar and the south westerly corner of Silverberg et al is S 40°17'E for 2,450.1m.

Thence N 75°53'E for 91.4m along land of Silverberg et al to the south easterly corner of said Silverberg et al; Thence N 14°07'W along land of Silverberg et al for 140.2m to the north easterly corner of said Silverberg et al; Thence S 78°45'W along land of Silverberg et al for 91.6m to the north westerly corner of said Silverberg et al at or near a blazed cedar tree, Thence northeasterly and southeasterly along the high water mark for said lake for 6,250m+/- to the town line between the towns of T 11 R 3 and Forest TWP; Thence S 16°43'E along said town line for 164.2m; Thence of N 75°36'W for 5.7m to the point of beginning. The bearing and distance between the north westerly corner of Silverberg et al and the rebar labeled 107 at the point of beginning is S 72°03'E for 2,680.3m.

The above-described parcel contains 358.5 acres and is a portion of those premises conveyed to Wagner Timber Partners LLC by SunTrust Banks by deed recorded in Book 2354, Page 01, of the Washington County Registry of Deeds. Reference may also be had to the Certificate of Merger between Wagner Timber Partners, LLC and Typhoon LLC recorded in Book 2626, Page 95.

All numbered rebars are 5/8" rebar with 2" Aluminum caps inscribed "The Ames Corp, 1297" in addition to the numbers noted above. Courses used in the above description are based upon GPS observations performed by The Ames Corp and Cook Land Services during January, February, November, & December 2002. All deed and plan references are to the Washington County Registry of Deeds. Reference may also be had to the plans prepared by Ames A/E to be recorded.

PARCEL THREE: The Spednik Lake Lot, so called, situated on the southerly shore of Spednik Lake, so called, in Vanceboro, Washington County, Maine and further described as follows;

Beginning at a wood post on the shore of Horse Cove, so called, and being opposite the northern end of Ice House point, so called, in said lake. Said wood post marks the easterly corner of parcel 7 in a deed from Standard Packaging Corporation to St. Croix Pulpwood Company by deed recorded in Book 609, Page 365 of the Washington County Registry of Deeds. Said wood post is further located on a UTM grid bearing of S 41°19'E and 987.2m distant from the south easterly corner of those premises conveyed to Barker by deed recorded in Book 1880, Page 198; Thence southerly along the easterly line of those premises conveyed to St Croix Pulpwood Company (the magnetic bearing in said deed is S 16°W) for approximately 70m to a point on said line that is at a right angle to said line and approximately 25m distant easterly from the intersection of the westerly line of a woods road leading from Johnson Street to the shore of that part of Spednik Lake known as Horse Cove with a line that is 5.3m northerly of the centerline of a woods road that intersects the above mentioned road from the west; Thence westerly, at a right angle to the last mentioned line for 25m+/- to said point of intersection. Thence westerly along a line that is parallel to and 5.3m distant, northerly, from the center of said last mentioned road to a 5/8" rebar with aluminum cap labeled "82"; The bearing and distance between said wood post and rebar is N 76°59'W for 295.7m.

Thence N 79°38'W for 353.0m to a point that is 5.3m easterly of the center of a woods road and is marked by a 5/8" rebar with aluminum cap labeled "83"; Thence north westerly along a line that is parallel to and 5.3m distant easterly from the center of said woods road to a 5/8" rebar with aluminum cap labeled "84"; The bearing and distance between that last two rebars is N 14°40'W for 366.5m. Thence N 16°35'W for 316.3m to a 5/8" rebar with aluminum cap labeled "85"; Thence N 32°25'W for 247.9m to a point that is 5.3m easterly of the center of a woods road and is marked by a 5/8" rebar with aluminum cap labeled "86"; Thence north westerly along a line that is parallel to and 5.3m distant easterly from the center of said woods road to a 5/8" rebar with aluminum cap labeled "87"; The bearing and distance between that last two rebars is N 37°26'W for 261.2m. Thence S 31°37'W for 316.2m to a 5/8" rebar with aluminum cap labeled "88";

Thence N 88°36'W for 179.3m to a 5/8" rebar with aluminum cap labeled "89"; Thence N 24°20'W for 981.6m to a 5/8" rebar with aluminum cap labeled "90"; Thence N 84°56'W for 660.4m to a 5/8" rebar with aluminum cap labeled "91"; Thence S 61°11'W for 618.4m to a 5/8" rebar with aluminum cap labeled "92"; Thence S 79°39'W for 132.6m to a 5/8" rebar with aluminum cap labeled "93"; Thence S 79°04'W for 404.4m to a 5/8" rebar with aluminum cap labeled "94"; Thence S 34°29'W for 320.9m to a point that is 5.3m northerly of the center of a woods road and is marked by a 5/8" rebar with aluminum cap labeled "95"; Thence south westerly along a line that is parallel to and 5.3m distant northerly from the center of said woods road to a 5/8" rebar with aluminum cap labeled "96"; The bearing and distance between that last two rebars is S 48°02'W for 243.6m. Thence S 22°07'W for 387.7m to a 5/8" rebar with aluminum cap labeled "97"; Thence S 15°50'E for 367.9m to a 5/8" rebar with aluminum cap labeled "98"; Thence S 37°45'W for 562.5m to a 5/8" rebar with aluminum cap labeled "99"; Thence S 79°04'W for 716.7m to a 5/8" rebar with aluminum cap labeled "100";

Thence S 53°38'W for 468.6m to a 5/8" rebar with aluminum cap labeled "101"; Thence S 02°10'E for 473.6m to a 5/8" rebar with aluminum cap labeled "102"; Thence S 69°14'W for 901.3m to a point that is 5.3m northerly of the center of a woods road and is marked by a 5/8" rebar with aluminum cap labeled "103"; Thence north westerly along a line that is parallel to and 5.3m distant easterly from the center of said woods road to a 5/8" rebar with aluminum cap labeled "104"; The bearing and distance between the two last mentioned rebars is N 57°38'W for 537.1m. Thence N 04°47'E for 258.2m to a 5/8" rebar with aluminum cap labeled "105"; Thence N 55°08'W for 386.0m to a point on the town line between the towns of T11R3 and Vanceboro at or near a 5/8" rebar with aluminum cap labeled "106"; Thence N 17°37'E along said town line for 158.8m+/- to the high water mark of said Spednic Lake; Thence southeasterly, northeasterly, and southeasterly by the high water mark of said lake for 3,570m+/- to an iron pipe at or near the high water mark of said lake being the north easterly corner of land conveyed to **Freund** by deed recorded in Book 2150, Page 286. The bearing and distance between the rebar on the town line labeled "106" and the iron pipe is N 86°48'E for 1,146.4m.

Thence S 63°26'W along land of Freund for 38.3m to a 3/4" iron rod at the north west corner of said Freund; Thence S 16°05'E along land of Freund for 90.1m to a 1" iron pipe at the south west corner of said Freund. Thence N 76°39'E along land of Freund for 42.5m to the southeasterly corner of said Freund at or near the high water mark of said lake; Thence southerly and northeasterly by the high water mark of said lake for 3,000m+/- to the southwest corner of those premises conveyed formerly to Bartlett by deed recorded in Book 469, Page 343 and now of **John Peasley**; The bearing and distance between the south easterly corner of Freund and the apparent south westerly corner of Peasley is N 62°37'E for 1,822.0m; Thence N 83°24'E along land of Peasley for 57.5m to said Peasley's south east corner; Thence N 15°12'E along land of Peasley for 210.2m to the south easterly corner of land conveyed to **Moore** by deed recorded in Book 2540, Page 77; Thence N 24°00'W along land of Moore for 121.9m to said Moore's north east corner; Thence S 83°01'W along land of Moore for 62.9m to the north west corner of said Moore at or near the high water mark of said lake;

Thence north easterly by the high water mark of said lake for 1,460m+/- to a 1" iron pipe at the south westerly corner of those premises conveyed to **Howard** by deed recorded in Book 2096, Page 295; The bearing and distance between Moore's north west corner and Howard's south west corner is N 21°08'E for 1,106.2m; Thence N 63°22'E along land of Howard for 223.6m to said Howard's south easterly corner at or near a painted rock at the high water mark of said lake; Thence south easterly along the high water mark of said lake for 90m+/- to the north westerly corner of land conveyed to **Parker** by deed recorded in Book 1493, Page 322; The bearing and distance between the south easterly corner of Howard and the north westerly corner of Parker is S 56°28'E for 90.3m; Thence S 25°31'W along land of Parker for 44.2m to said Parkers south westerly corner; Thence S 73°17'E along land of Parker for 91.4m to said Parker's south easterly corner; Thence N 09°38'E along land of Parker for 44.2m to said Parkers north easterly corner at or near the high water mark of said lake; Thence easterly by the high water mark of said lake for 22m+/- to the north westerly corner of land conveyed to **O'Brien Trust** by deed recorded in Book 2423, Page 214; The bearing and distance between the north easterly corner of Parker and the north westerly corner of O'Brien Trust is N 89°41'E for 21.4m; Thence S 13°05'E along land of O'Brien Trust for 49.4m to said Trust's south westerly corner; Thence N 74°46'E along land of O'Brien Trust for 182.9m to the south easterly corner of said Trust; Thence N 06°14'W along land of said O'Brien Trust for 49.4m to the north easterly corner of said Trust at the end of a blazed line at or near the high water mark of said lake; Thence north easterly by the high water mark of said lake for 97m+/- to a ¾" iron pipe at the north westerly corner of Lot one as shown on a plan of **McIver Subdivision** recorded in Plan Hanger 1, Slide 16; The bearing and distance between the north easterly corner of O'Brien Trust and the last mentioned iron pipe is N 65°13'E for 96.1m. Thence S 30°24'E along the westerly line of said subdivision for 63.1m to a ¾" iron pipe at the southwest corner of said subdivision; Thence N 54°48'E along the southerly line of said subdivision for 226.2m to a ¾" iron pipe at the south easterly corner of said subdivision. Thence northerly along the easterly line of said subdivision for 60m+/- to a the high water mark of said lake; Thence easterly by the high water mark of said lake for 6.1m+/- to the north westerly corner of land conveyed to **Keefe** by deed recorded in Book 419, Page 114; Thence southerly along land of Keefe to said Keefe's south westerly corner; Thence generally easterly along land of Keefe and land conveyed to **Crandlemire** by deed recorded in Book 1679, Page 27, land conveyed to **Scott** by deed recorded in Book 1958, Page 87, land conveyed to **Powell** by deed recorded in Book 1796, Page 327, land conveyed to **Grass** by deed recorded in Book 1535, Page 330 and by deed recorded in Book 1469, Page 284 to a 7/8" rebar at said Grass' south westerly corner; The bearing and distance between the last mentioned ¾" iron pipe and the 7/8" rebar is N 78 53'E for 387.4m; Thence N 45°21'E along land of said Grass and land conveyed to **Bassett** by deed recorded in Book 2238, Page 173 for 182.2m to a 5/8".

Thence continuing N 45°21'E for 1.5m+/- to the high water mark of said lake; Thence south easterly by the high water mark of said lake for 72m+/- to the westerly corner of those premises conveyed to **Howard** by deed recorded in Book 2096, Page 294; The bearing and distance between the last mentioned rebar and the westerly corner of Howard is S 88°20'E for 72.4m; Thence S 59°02'E along land of Howard for 93.4m to a 1.5" iron pipe at the south westerly corner of land conveyed to **Abbot** by deed recorded in Book

1013, Page 222; Thence S 64°59'E along land of Abbot for 88.2m to a wooden post at the south westerly corner of land conveyed to **Luppi** by deed recorded in Book 893, Page 119; Thence N 82°09'E along land of Luppi for 36.8m to a 1.5" iron pipe; Thence N 31°06'E for 64.4m to north east corner of said Luppi at the end of a blazed line at or near the high water mark of said lake; Thence south easterly by the high water mark of said lake for 430m+/- to a the north westerly corner of those premises conveyed to **Durgin** by deed recorded in Book 2220, Page 49; Thence S 07°45'W along land of Durgin for 11.5m to a 5/8" rebar; The bearing and distance between the north east corner of Lupi and the last mentioned rebar is S 84°21'E for 419.9m; Thence S 07°45'W along land of Durgin for 44.6m; Thence S 47°36'E along land of Durgin for 48.9m to a 5/8" rebar at or near the high water mark of said lake; Thence southerly by the shore of said lake for 1,230m+/- to a 5/8" rebar at the north westerly corner of land conveyed to **Kubler** by deed recorded in Book 1976, Page 201; The bearing and distance between the two last mentioned 5/8" rebars is S 28°38'E for 745.3m. Thence S 65°49'E along land of Kubler for 72.6m to a 5/8" rebar at the north westerly corner of those premises conveyed to **Monk** by deed recorded in Book 2315, Page 194; Thence S 35°12'E along land of Monk for 90.1m to a 5/8" rebar at the south westerly corner of said Monk; Thence N 51°55'E along land of said Monk for 48.8m to a 5/8" rebar at the south westerly corner of those premises conveyed to **Ginn** by deed recorded in Book 2296, Page 73; Thence N 52°30'E along land of Ginn for 66.3m to a 5/8" rebar at the south easterly corner of Ginn; Thence N 24°30'W along land of Ginn for 62.6m to a 5/8" rebar at the south easterly corner of Lot 3 of the **Ralph Channel Subdivision**, recorded in Hanger 1, Slide 160; Thence N 52°13'E for 64.3m to a 7/8" rebar at the south easterly corner of Lot 4 of the Ralph Channel Subdivision; Said rebar also being the north westerly corner of those premises conveyed to **Slowe** by deed recorded in Book 2380, Page 184; Thence S 42°14'E along land of Slowe for 61.2m to the south westerly corner of said Slowe; Thence N 51°58'E along land of Slowe for 76.2m to a 5/8" rebar at the south easterly corner of said Slowe; Thence N 53°20'W along land of Slowe for 63.1m to a 1.5" iron pipe at the south easterly corner of Lot 5 of the Ralph Channel Subdivision; Thence N 34°08'E for 111.8m to a 2" iron pipe at the south westerly corner of land of **Prescott** and the north westerly corner of land conveyed to **Pickering** by deed recorded in Book 2352, Page 294; Thence S 19 58'E along land of Pickering for 31.8m to a 1.5" iron pipe at the north westerly corner of land conveyed to **Christiensen** by deed recorded in Book 1406, Page 312; Thence S 21°00'E along land of Christiensen for 27.2m to the south westerly corner of said Christiensen at or near a blazed beech tree; Thence N 71°10'E for 42.7m to the south easterly corner of said Christiensen at or near a blazed 36" pine; Thence southerly by the high water mark of said lake for 255m+/- to a 5/8" rebar at the north easterly corner of land conveyed to **Raye**; The bearing and distance between the 36" blazed pine tree and the last mentioned rebar is S 23°26'E for 253.8m;

Thence S 59°59'W for 61.0m to a 5/8" rebar; Thence S 30°11'E for 42.2m to a 5/8" rebar; Thence N 59°57'E for 61.0m to a 5/8" rebar at or near the high water mark of said lake; Thence south easterly by the high water mark of said lake for 110m+/- to a 5/8" rebar at the north easterly corner of land conveyed to **Fisher** by deed recorded in Book 1960, Page 114; The bearing and distance between the two last mentioned rebars is S 36°12'E for 108.3m; Thence S 50°18'W along land of Fisher for 61.0m to a 5/8" rebar;

Spednic Tract

BK 2722 PG 177

Thence S 39°41'E along land of Fisher for 79.7m to a 5/8" rebar; Thence N 50°24'E along land of Fisher for 61.0m to a 5/8" rebar at or near the high water mark of said lake; Thence southerly by the high water mark of said lake for 39m+/- to a wooden post at the north east corner of land conveyed to **Barker** by deed recorded in Book 1880, Page 198; The bearing and distance between the last mentioned rebar and wooden post is S 37°45'E for 37.5m. Thence S 87°25'W along land of Barker for 48.8m to the northwesterly corner of said Barker at or near a painted rock; Thence S 01°20'E along land of Barker for 190.4m to the south westerly corner of said Barker at or near a four-blazed hemlock tree; Thence S 82°13'E along land of Barker for 54.1m to the end of a blazed line at or near the high water mark of said lake; Thence southerly by the high water mark of said lake for 1,210m+/- to the wood post at the point of beginning. The bearing and distance between the south easterly corner of Barker and the wood post is S 41°19'E for 987.2m

The above-described parcel contains 474.6 acres and is a portion of those premises conveyed to Wagner Timber Partners LLC by SunTrust Banks by deed recorded in Book 2354, Page 01, of the Washington County Registry of Deeds. Reference may also be had to the Certificate of Merger between Wagner Timber Partners, LLC and Typhoon LLC recorded in Book 2626, Page 95.

All numbered rebars are 5/8" rebar with 2" Aluminum caps inscribed "The Ames Corp, 1297" in addition to the numbers noted above. Courses used in the above description are based upon GPS observations performed by The Ames Corp and Cook Land Services during January, February, November, & December 2002. Reference may also be had to the plans prepared by Ames A/E to be recorded.

PARCEL FOUR: The Muncey Point Lot, so called, containing four acres, more or less and bounded and described in the deed from Joseph E. Keef to Eastern Pulp Wood Company dated June 19, 1946 and recorded in Book 469, Page 104 of said Registry, which lot is further depicted on the "Standard Boundary Survey of the Georgia-Pacific Resins, Inc. Property, T 11 R3 NBPP" prepared by Plisga & Day recorded at Cabinet 3, Drawer 6, #57 of said Registry, as further affected by that certain Boundary Line Agreement between the Grantor and William A. Costain, Sr. et al dated June 3, 2002 and recorded in Book 2631, Page 5 of said Registry.

STATE OF MAINE
WASHINGTON CO.
REGISTRY OF DEEDS

Received MAR 21 2003
at 1 H 45 M P M recorded
in Book 2722 Page 168
Attest:

Sharon D. Strout
Registrar

**Appendix D: Memorandum of Agreement between IF&W and Baskahegan Co. for
Conservation Easement (1994)**

Memorandum of Agreement

WHEREAS, the State of Maine and the Canadian Provincial Government of New Brunswick have developed joint initiatives focused on the conservation of the scenic, recreational, and natural resource values of Spednic Lake; and

WHEREAS, it is important to maintain certain physical and biological features essential to the conservation of the area's wildlife, and which may require special management considerations, and

WHEREAS, the Baskahegan Company shall continue to manage its lands subject to this MOA and the conservation easement for the production of forest products, and

WHEREAS, it is desirable to establish uniform guidelines for the protection of sensitive habitat features,

We, the undersigned, do hereby agree to the following:

1. The Maine Department of Inland Fisheries and Wildlife and the Baskahegan Company agree to meet as necessary on the Protected Property, or at a mutually agreeable location, to discuss the status and needs of the resource values on the Protected Property, as well as any problems or needs relating to public access, management of recreational uses, and other matters associated with the Conservation Easement.
2. Baskahegan Company agrees to notify the Department of Inland Fisheries and Wildlife, in writing, of any changes in ownership of the Protected Property 30 days prior to the closing of such a transfer.
3. The Maine Department of Inland Fisheries and Wildlife, through its Regional Wildlife Biologist shall provide Baskahegan Company with written information and maps showing the location of the following on the Protected Property:

- (a) "essential" and "significant" wildlife habitats formally recognized in accordance with the provisions of the Maine Endangered Species Act, Title 12, chapter 713, subchapter V, Sec. 7754, and the Natural Resources Protection Act, Title 38, Secs. 480-A-5 (hereinafter "Level 1" wildlife habitat);
- (b) any candidate areas that are being seriously considered for formal recognition under the provisions of the Maine Endangered Species Act and the Natural Resources Protection Act statutes, but which have yet to be formally recognized in accordance with the Maine Administrative Procedures Act (5 M.R.S.A. §§ 5001 et seq.) (hereinafter "Level 2" wildlife habitat); and
- (c) other wildlife habitat that are worthy of special consideration because of its limited occurrence, special value for wildlife, or vulnerability (hereinafter "Level 3" wildlife habitat).

All mapped information shall be accompanied by a description of each mapped feature.

- 4. When new information concerning the areas in paragraph 3 becomes available, the Maine Department of Inland Fisheries and Wildlife, through its Regional Wildlife Biologist, shall provide Baskahegan Company with written updates of the status of areas mapped along with the current protection and/or management guidelines adopted by the Department of Inland Fisheries and Wildlife.
- 5. Maine Historic Preservation Commission will provide Baskahegan Company, through the Department of Inland Fisheries and Wildlife's Regional Wildlife Biologist, maps and baseline documentation regarding the proven presence of significant archaeological sites, as evidenced by the presence of those sites on the Maine Inventory of Archaeological Sites maintained by the Historic Preservation Commission, on the Protected Property along with guidelines for protecting these cultural features.

6. The Maine Natural Areas Program will provide Baskahegan Company, through the Department of Inland Fisheries and Wildlife's Regional Wildlife Biologist, with information regarding the occurrence of those endangered/threatened plants and unique ecosystems which have been formally identified under the Natural Areas Program, on easement lands along with recommendations for conserving these resource values.
7. Baskahegan Company agrees to incorporate the written information provided by the Department of Inland Fisheries and Wildlife, the Maine Historic Preservation Commission, and the Natural Areas Program in accordance with paragraphs 3(a), 4., and 5. into its management plans and operations on the Protected Property in order to conserve the special resource and historic values on the easement lands.

Baskahegan Company shall only be obligated to incorporate the written information relating to Level 2 wildlife habitat into its management plans and operations for a period of up to two (2) years from the date said information is received by Baskahegan Company.

With respect to the written information provided by the Maine Natural Areas Program in accordance with paragraph 6 and other written information relating to Level 3 wildlife habitat, the Department of Inland Fisheries and Wildlife shall provide and Baskahegan Company shall consider the information and, to the extent practicable, incorporate such information into its management plans and operations on the Protected Property.

8. Baskahegan Company agrees to cooperate with the Department of Inland Fisheries and Wildlife to manage vehicle access across its lands to the shores of Spednic Lake. In the event the Department of Inland Fisheries and Wildlife proposes to install gates or similar obstructions across roads on the Protected Property, said gates or obstructions shall be in a location and of a type mutually acceptable to both parties and in no event shall Baskahegan Company, its officers, directors, employees, contractors, and permittees be denied access across said roads to conduct Forestry activities (as that term is defined in the Conservation Easement), land management,

recreational activities, or any other activities consistent with the terms of the Conservation Easement.

9. Campsites established by the Department of Inland Fisheries and Wildlife under the Conservation Easement will be limited to "Primitive Wilderness Campsites" characterized by their remoteness, limited scale, dispersed nature, limited accessibility and limited usage.
 - (a) All Primitive Wilderness Campsites shall be designed to be accessible and generally be accessible only by water or on foot;
 - (b) All Primitive Wilderness Campsites shall be comprised of not more than four individual camping areas designed for a total of not more than 12 overnight campers;
 - (c) To the extent permanent structures are constructed on any Primitive Wilderness Campsite, said structures shall be expressly limited to privies, fireplaces and/or fire rings, picnic tables and picnic table shelters consisting of a roof without walls;
 - (d) The development of any Primitive Wilderness Campsite shall involve no grading, and clearing of trees shall be limited to such removals as are absolutely necessary to develop the site in conformance with this Agreement; and
 - (e) No Primitive Wilderness Campsite shall be located within two miles, straight-line distance, from any other Primitive Wilderness Campsite.
10. Notwithstanding the foregoing, the Department of Inland Fisheries and Wildlife shall establish campsites on the Protected Property only after the islands located opposite the Protected Property are fully developed for camping.
11. Baskahegan Company and the Department of Inland Fisheries and Wildlife acknowledge the permanently established easement boundaries at the southern ends of the Muncy and

Pike Cove peninsulas, but agree that there is no need to permanently mark the boundary of the Protected Property at this time. However, the parties may, at any time, mutually agree to share the cost of permanently establishing all, or a portion, of the boundary of the Protected Property. Moreover, either party may, at its sole expense, choose to have a licensed surveyor permanently establish the boundary of the Protected Property; provided, however, that the method for locating the boundary on the ground is mutually acceptable to both parties.

In witness whereof, the parties hereto have caused this instrument to be signed and sealed in their corporate names this 27th day of April, 1994.

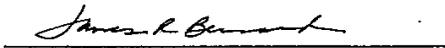
Witness:

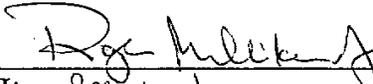
Maine Department of Inland
Fisheries and Wildlife



By 
Its Commissioner

Baskahegan Company



By 
Its President

Appendix E: Stewardship Endowment Fund Agreement

Exhibit B

Memorandum of Understanding between
Maine Bureau of Parks & Lands, Maine Department of Inland Fisheries & Wildlife, Woodie
Wheaton Land Trust and St. Croix International Waterway Commission for
delivery of a Stewardship Endowment Fund for certain
conservation and recreation lands on the Spednic Lake and the Upper St. Croix River sections of
the St. Croix International Waterway

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Maine Department of Conservation’s Bureau of Parks & Lands (“BPL”), the Maine Department of Inland Fisheries & Wildlife’s Bureau of Resource Management (“IF&W”), the Woodie Wheaton Land Trust (“WWLT”) and the St. Croix International Waterway Commission (“SCIWC”) as guidance for the distribution and use of proceeds from the Spednic-St. Croix Stewardship Endowment Fund (“Fund”) administered by the Maine Community Foundation (“MCF”) and established by the New England Forestry Foundation (“NEFF”) to support the management of conservation and recreation lands acquired on portions of the Spednic Lake and the Upper St. Croix River, and held in fee or managed by the Maine Department of Inland Fisheries and Wildlife, the Maine Department of Conservation, or the Woodie Wheaton Land Trust (“the Conservation Lands”).

The principal guiding documents for management of the Conservation Lands will include: deeds of land transfer, purchase agreements and associated funding application documents for lands acquired using Land For Maine’s Future funds; BPL and IF&W departmental land management regulations, guidelines, plans and policies; and international policy under the 1993 *Plan for Long-term Cooperative Management of the St. Croix International Waterway* (“St. Croix Management Plan”) as revised or amended.

WHEREAS the State of Maine (“State”) through IF&W acquired, in part using funds made available through the Land for Maine’s Future Program, approximately 15.8 miles or 978 acres of shorelands along Spednic Lake under the terms of a deed with covenants between Woodie Wheaton Land Trust and the State dated March 19, 2003, which deed states that there shall be no boat launch facilities on the Premises, enforceable through the Uniform Conservation Easement Act (“UCEA”), at Title 33, Maine Revised Statutes Annotated (“MRSA”), Sections 476-479-B inclusive, as amended; and which deed also covenants that IF&W will assure availability of the Premises for public outdoor recreation and permanent preservation of the Premises, in accordance with the purposes of the Land for Maine’s Future Act (“LMFA”), as a natural area important for recreation, hunting, fishing, conservation, wildlife habitat and scenic beauty;

WHEREAS, the Woodie Wheaton Land Trust conveyed the Spednic Lake property to the Maine IF&W on March 19, 2003 subject to conditions contained in a perpetual deed restriction held by the Woodie Wheaton Land Trust in accordance with the UCEA, at Title 33, MRSA Sections 476-479-B inclusive, as amended;

WHEREAS the State of Maine through BPL, acquired in part using funds made available through the Land for Maine’s Future Program, approximately 35.2 miles or 1,795 acres of shoreland and islands on the St. Croix River under the terms of deeds between Wagner Forest Management Ltd. and the State dated March 19, 2003; which deeds also covenant that BPL will assure availability of the Premises for public outdoor recreation and permanent preservation of the Premises, in accordance with the purposes of the LMFA, as a natural area important for recreation, hunting, fishing, conservation, wildlife habitat and scenic beauty;

WHEREAS the St. Croix International Waterway Commission has the authority to encourage that the area that includes the Conservation Lands is managed according to the St. Croix Management Plan, in cooperation with all interested parties, in both the State of Maine and the Province of New Brunswick, and;

WHEREAS the New England Forestry Foundation has established a Fund to be managed in accordance with an Agreement with the Maine Community Foundation to defray the ongoing cost of resource conservation and recreation management on the Conservation Lands, consistent with these obligations.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE,

The Maine Department of Conservation Bureau of Public Lands, the Maine Department of Inland Fisheries & Wildlife Bureau of Resource Management, the Woodie Wheaton Land Trust and the St. Croix International Waterway Commission – these jointly constituting a Stewardship Endowment Fund Committee (“Fund Committee”) – mutually agree that:

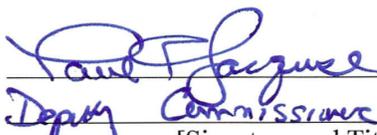
1. This MOU is to be in force in perpetuity and take effect on the date of the last party’s signature;
2. The signatory parties may, in the future, amend this MOU upon consultation with the NEFF; and such amendments shall be consistent with the terms of the Fund Agreement established between NEFF and MCF;
3. The obligations under this MOU shall be limited solely to the disbursement of the Fund’s proceeds. BPL and IF&W retain all state management and financial responsibilities not specifically named in this agreement;
4. The signatory parties agree to constitute a permanent Fund Committee that will operate under the following terms:
 - a. The Fund Committee will meet at least once each calendar year to review potential uses or projects eligible for funding with the proceeds of the Stewardship Fund and assign disbursements. Meetings may be held at other times by mutual agreement.
 - b. Committee action will be taken by majority agreement. Actions may only be taken if all parties are present.
 - c. The chairmanship of the Fund Committee will rotate among its members on an annual basis, beginning with BPL in the first year.
 - d. Requests for Fund proceeds as determined by majority vote shall be submitted to the Maine Community Foundation in writing, signed by the Chair on behalf of the Fund Committee.
 - e. Recipients of Fund proceeds shall be required to provide a report to the Fund Committee on the outcome and an accounting of the use of the proceeds by December 31 or by a date determined by the Fund Committee.
 - e. The Fund Committee will provide an annual report of the Fund’s status and distributions to its member entities and NEFF.
 - f. The Fund Committee members will resolve and document all other operating procedures at their first meeting.
5. The signatory parties agree to the following general criteria and purposes for Fund distributions:

- a. Uses of Fund distributions shall be consistent with management directions and policies adopted in the St. Croix Management Plan and any supplemental or successor plans or documents, to the extent they are compatible with the terms of the deed restrictions.
- b. Distributions from the Fund may be used for the following purposes:
 - i. Recreational Facilities and Use Management within the Conservation Lands: including planning, construction, removal, site restoration, and/or relocation of existing or future public recreation facilities and management of use of such facilities within the Conservation Lands;
 - ii. Stewardship of conservation and recreation values of the Conservation Lands: management and monitoring to ensure the permanent protection of the undeveloped scenic character, wildlife, and ecological values which may include biological surveys and other studies and documentation; boundary line surveys and maintenance; and surveillance of the Conservation Lands for activities, encroachments and disturbances that may adversely affect conservation and recreation values. Notwithstanding the foregoing, the Fund shall not be used to support legal monitoring and reporting obligations of holders of conservation easements affecting the Conservation Lands, such as legal conservation easement compliance actions, annual reporting, preparation of monitoring reports, notices, or other conservation easement monitoring obligations required under the terms of a conservation easement or by Maine's Conservation Easement statutes (Title 33, MRSA, Sections 476-479-B inclusive, as amended).
 - iii. Development of informational materials and support of programs intended to ensure appropriate uses and practices along the waterway.
 - iv. Maintenance of existing designated deeded public access roads to and through the Conservation Lands.
 - v. Other costs as identified by the Fund Committee consistent with management directions and policies adopted in the St. Croix Management Plan and any supplemental or successor plans or documents. Proceeds of the Fund may be used to leverage additional grant funds for projects that support the above purposes and include, in addition to the Conservation Lands, other lands adjacent to Spednic Lake and the Upper St. Croix Waterway.

By signature, all parties agree to the terms of this Memorandum of Understanding:


 _____ Date: April 22, 2010
 [Signature and Title]

Department of Conservation, Bureau of Public Lands


 _____ Date: 4/26/2010
 [Signature and Title]

Department of Inland Fisheries & Wildlife, Bureau of Resource Management

Appendix F: Summary of Public Process and Written Public Comments and Agency Responses

Summary of Public Process			
Date	Action	Notification	Participation
October 27, 2010	Public Scoping Session, Vanceboro	Mailed invitation to abutters, email invitation to other interested parties, press release to Bangor Daily News, St. Croix Courier,	35 members of the public, 1 DPPL Staff, 1 IF&W Staff
April 20, 2011	First Draft Plan circulated	Email announcement and link to First Draft Plan sent to interested parties. Paper copies mailed upon request.	
May 10, 2011	Deadline for written public comments on First Draft Plan		Written comments received from 5 public individuals/organizations.
May 16, 2011	Final Draft Plan circulated.	Email announcement and link to First Draft Plan sent to interested parties. Paper copies mailed upon request.	
May 31, 2011	Public Meeting on Final Draft Plan, Vanceboro	Email invitation to interested parties, press release to Bangor Daily News and St. Croix Courier, and announcements circulated through local community groups.	30 members of the public, 3 DPPL Staff, 1 IF&W Staff
June 14, 2011	Deadline for written public comments on Final Draft		Written comments received from 4 public individuals/organizations.

**Summaries of and Responses to Written Public Comments
on the Final Draft and First Draft Management Plans**
(excluding typographical, grammatical or formatting corrections)

Comment	Response
Comments on Final Draft – May 16, 2011 to June 14, 2011	
From Lee Sochasky Executive Director, St. Croix International Waterway Commission	
<p>June 10, 2011: The Commission has had a primary role in the protection and planning of this exceptional wilderness corridor for over 20 years. The Commission has also maintained the state’s traditional St. Croix River access and campsites since 1995 (until 2003 at its own expense) and worked diligently in 2009-2010 to address Maine’s need for additional St. Croix campsites as a result of current international border security concerns. It currently maintains more than 60 state and provincial backcountry recreation sites along the St. Croix boundary waters.</p> <p>We wish to comment on the following:</p> <p>P. 5 We are pleased to see IF&W’s Booming Ground Wildlife Management Area now included in this plan. We recommend that clarification be provided as to which resources will be managed under this plan and which will continue to be managed under the Booming Ground WMA management plan.</p> <p>P. 22 The third paragraph refers to freshwater species of the St. Croix River Drainage, which – as the previous paragraph describes lake species – can lead to an assumption that the text is for the river. This is incorrect: the species list refers to the entire watershed. We suggest that the paragraph be revised to specifically focus on riverine species.</p> <p>P. 36 Because of the critical importance of the Forest City Landing and Castle Road accesses to recreational use of Spednic Lake, we request that the management recommendation for these begin with the words “As a priority...”</p> <p>P. 37 Because of the critical importance of public access to the river at Vanceboro and Grand Falls for recreational use, we request that the management recommendation for these begin with the words “As a priority...” We also suggest the state determine if there are any legal obligations for rights of passage (e.g. historic canoe portages) around St. Croix dams, as this may influence management planning.</p> <p>P. 37 We feel that the recommendation regarding group size will, as currently written, create undue hardship for the many groups that rely on the St. Croix to provide young</p>	<ul style="list-style-type: none"> • The DPPL appreciates the good work of the Commission staff, and the generous support by the Commission for the management of this international recreational asset. • As noted in the First Draft response, the Booming Grounds will continue to be managed under the existing IF&W management plan, but recreation management is addressed in this document. • This text has been modified to more clearly distinguish among watershed species, Spednic Lake species and species in the river main stem and impoundments from Vanceboro to tidewater. • As noted in the First Draft response, the Final Draft Plan was updated to further stress the importance of public access to Spednic Lake at Forest City and Castle Road, but it does not prioritize access at these sites among other management recommendations within the Plan or among conservation priorities around the state. • As noted in the First Draft response, the Final Draft Plan was updated to further stress the importance of public access to the river at Vanceboro and Grand Falls Flowage, but it does not prioritize access at these sites among other management recommendations within the Plan or among conservation priorities around the state. • The recommendation to develop group size limits has been deleted from the plan. See response to Dave Conley below.

people an experience that may well shape their future views and interests about the outdoors. Group size has not been a significant issue in the past but we recognize that it should be addressed, in order to maintain the traditional St. Croix experience. We recommend that this long term plan not include a specific management recommendation on group size but instead recommend that this be addressed in the course of developing a full set of user rules, with greater deliberation and public input, as referenced on P 45.

P. 38 and 44 We recommend that the management recommendations regarding guide lunch sites state that IF&W should establish a formal agreement with the Forest City Guides Association regarding the use and management of the guide lunch sites – not just work toward this. Issues such as fire pits, overnight use and stewardship can then be addressed in that agreement.

P. 38 We recommend the addition of the two Spednic Lake portages as a management issue, noting that neither are regularly maintained and that the primary portage (Joe Louis Carry) in part crosses private land. The recommendations might be for IF&W to periodically maintain the portages and for IF&W to work with the private landowner to formalize long term public access to the Joe Louis Carry *for canoe portage use only*.

We hope that these comments will be useful. We look forward to continuing to work with the Division of Parks & Public Lands and the Department of Inland Fisheries & Wildlife to maintain this outstanding semi-wilderness corridor and the traditional uses and natural resources that it supports.

- As the proposed agreement is a cooperative effort, dependent on the efforts and resources of both parties, the term “work towards” is appropriate.
- Both portages cross the Booming Ground WMA within an area designated as a potential ecological reserve. Moreover, the Hawthorne Carry is a potential candidate for the National Register of Historic Place. The WMA Management Plan indicates that no active management will be undertaken at this time.

From Dave Conley, Canoe the Wild Guide Service, East Grand School Outdoor Education Program

May 31, 2011: Limited group size proposal, page 37: IF&W and DPPL should establish group size limits of 12. Larger groups may be accommodated at designated sites by special permission. My concern is that it punishes larger groups who lead well organized and well behaved groups and doesn’t deal with the bigger issue of poor behavior by river users that knows no group size.

From the standpoint of sites being able to accommodate larger groups, I have stayed at most campsites on the Saint Croix with groups over 12 in size and with no problems. I see this policy as way too restrictive and unnecessary. When you remove all the campsites from the Canadian side of the river as an option for camping, this cuts the campsites in half which can be used on the Saint Croix River. Next, restrict where the well organized and well behaved groups can stay on the Mine side (say for example to 1/3 of the sites), now we are down to under 17% of usable campsites for groups over 12 in size and only with

- Both the of Parks and Lands and IF&W understand, from many comments made at the public meetings and in writing, that managing group size raises many legitimate issues which are more appropriately handled not in a 15 year management plan but through policy and potentially agency rulemaking. Therefore, the plan does not recommend a specific group size standard, or whether group size should be regulated at all. Rather, it will defer that issue to a separate process to be initiated at such time as the agencies feel that recreational experiences and opportunities could be improved, or environmental issues avoided, by regulating group size. Consideration of regulation of group size will only be pursued with a full and open dialogue with all parties concerned.
- Regarding party groups that are adversely

special permission!

I really think this is unnecessary regulation and discourages group leaders from bringing the well behaved and organized groups to the Saint Croix and doesn't deal with the real issue of poor behavior on the upper Saint Croix River Corridor which is not determined by the size of the group but by the behavior of the group. Your research on the northern Saint Croix River Corridor usage should reveal the biggest problems are not coming from the large organized groups that do overnight canoe trips on the river and where they camp. It's by far the holiday weekend party people (mostly day use) putting in at Vanceboro and McAdam (St. Croix) and taking out at Scott's Brook. Many of these day groups have little or no respect for the river or other people. Often they are intoxicated, toss their cans and bottle into the river and drop them in the campsites along with the trash. They often do 'their business' in the woods just off the campsite and not in the provided outboxes. In contrast, I think your research will find, most of your organized canoe groups often have a head person in charge who has put careful planning and thought into the outing. These often are Registered Maine Guides who practice Leave No Trace ethics. I have taken numerous groups of 20 or more on the Saint Croix and we always leave our sites better than we find them.

My yearly October trip with East Grand School often is 14-15 in size for our overnight trip from Vanceboro to Little Falls and it looks like it is going to become much more difficult to do this October trip (when you hardly see another person on the river) under the final draft you have proposed.

Another concern I have with limiting where larger groups can camp, it forces you to push on perhaps later in the day than planned on moving and class I-II water. This may be unsafe as most accidents happen later in the day when group members are fatigued and before refueling from an evening meal. These groups will arrive late with little time to set up camp and cook a meal before nightfall. It may even jeopardize larger groups from finding a site at all resulting in the creation of more campsites or pristine camping because there is nowhere legally to camp. Another issue will be with smaller parties (first come first serve) occupying the designated larger group sites.

I have guided dozens of groups on the Saint Croix over the past 22 years including groups of children from Vanceboro, Topsfield, the Danforth area, Camp Living Waters, and

affecting other users and degrading the campsites and river, the DPPL recognizes that this is an issue that needs to be taken seriously. The Plan recommends that the Division pursue cooperation with our Canadian counterparts through the International Waterway Commission; that we explore targeted enforcement by IF&W wardens as resources allow; and that we increase public education efforts targeted to a wide range of users to deter this behavior. In all cases, the Plan acknowledges that to meaningfully affect this problem, additional resources will be needed. To this end the Plan recommends working jointly, as partners, with organized user groups and relevant management agencies on both sides of the border to secure those resources through all available means, including pursuing grants and donations.

beyond. I have also guided canoe trips throughout northern Maine in the Allagash, St. John, and Penobscot Rivers and in eastern Maine on the Machias River. To be honest, some places I don't go anymore because it is just too expensive or restrictive. Upper Management of the North Maine Woods echo's my concerns, more regulation drives people away, less regulation provides for a more enjoyable camping experience.

A Maine game warden shared with me recently that not as many people are applying for game warden positions as there were ten or 15 years ago due to declining interest in the outdoors, and the fact that less people are hunting, fishing and recreating in the outdoors. As I testified at the meeting you held in Vanceboro late last year, we have a generation that is not getting outside. Let's not make it more restrictive for group leaders to take young people into the outdoors. This will affect summer camps, scout, church and school groups. Let's focus on the real issues on the upper Saint Croix, which is poor behavior and conduct, not the size of group and what campsites they can or can't camp in.

June 4, 2011: Some additional thoughts. . . . Imposing restrictions such as designating certain sites for groups over 12 without a full time presence of paid personnel on the river to enforce will be a difficult thing to do. I bet 90% of the traffic or more shows up from both sides of the border and never go through a system of checking in such as some groups are voluntarily doing with the waterway commission. The North Maine Woods is a good example of spending money to pay people to collect money so they can get paid. A cycle that provides a few jobs but makes very little sense and drives people away because it gets too expensive to do a river trip.

June 14, 2011: I wanted to share one single thing that could greatly improve what I believe is the single biggest problem on the waterway. Poorly behaved weekend traffic during the holiday weekends including Memorial day weekend, Victoria day & forth of July weekend, Labor day weekend and the unofficial Canadian float day. If the department would team up with its counter parts in New Brunswick on these busy weekends and place a presence on the river to address the intoxicated paddler's and those who trash the river, it would go along way in addressing the biggest problem on the river. As it was mentioned in Vanceboro at the hearing, the St. Croix has become a mini Saco River with its party crowds on certain weekends. The state has had to place enforcement on the Saco during those

busy weekends to address those problems. This Burden should not and cannot be shouldered by the state alone as perhaps the largest problem is coming from the Canadian side. Working closely with enforcement on the New Brunswick side to address this issue on their side will be an important aspect of addressing these problems.

From: Mike Patterson, Master Maine Guide, Belfast, Maine www.wildsofmaine.com

June 13, 2011: I have reviewed the St Croix Management plan with other Maine guides, most thoroughly with Dave Conley, whom I know you have heard from. I concur with Dave's input regarding size limits and campsite restrictions.

I guide numerous trips on the Croix every year, some for camp Caribou in Winslow, and the numbers of kids on each of these trips is around 20. We can make due with most all of the campsites and have. But we must be able to utilize any U.S. site that is open, as the next site may be too far to travel on that particular day, and that one may be taken as well.

I echo the behavior issues that Dave mentions, every time I travel the river, I bring out bags of trash that other people leave, it is mostly alcohol containers, these are not being left by groups of scouts, church groups, camp groups, or guided trips.

I have two groups of Chinese students coming this June, 14 students, 2 teachers and one other guide and I will be leading them. This is the only river in the state that can accommodate a group of this size, that we can be sure of having the water level necessary for a fun trip with rapids.

This will most likely be a yearly thing. These groups will be bringing lots of tourism dollars into the state, motels, food, transportation services, local shuttling services, equipment rental, and yes guiding fees. If we have restrictions that will curtail this, then those dollars will be going else where.

I also lead my church youth fellowship trips and adult fellowship trips on the Croix. The number of twelve as the limited number would effect my ability to conduct these trips.

Whenever I'm on the river I see other camps, Kieve, Chewonki, groups from Vermont and else where on the river, they will all be impacted as well. When we do meet up, we compare notes and determine site usage among ourselves, this fosters cooperation and a good working relationship.

- The recommendation to develop group size limits has been deleted from the plan. See response to Dave Conley above.

My biggest problems that I face on the river come when I end up there on a big weekend when all the big party groups come and trash out the place. This is what needs to be managed. Put a ranger or warden out there for visibility on those weekends, yes in a canoe, and write a few tickets and then you may have something. Implementation of a plan will require monitoring and enforcement or you will just have a plan that will affect the wrong groups of people, the ones that are already patrolling and maintaining the area.

Robert Constable, Wilderness Program Director, Living Waters Bible Conference; member, MPGA

I am a registered Maine Guide and a member of the Maine Professional Guides Association. I am a Certified Wilderness Trip Leader Instructor, and am currently the Wilderness Program Director for Living Waters Bible Conference. We consider the St Croix our home and training river, and use it on numerous occasions each season.

Of major concern is the proposal to limit group size to 12 as the Allagash does. This would basically eliminate our use of the river for some of our groups. We have one in particular that is a father and teen group that is usually 20 to 24 campers. During the numerous trips I have taken on the river it hasn't been group size that is the problem. The problem is the drunken smaller groups that don't respect the river and the camp sites. We had an incident at Little Falls where we had taken the campers down the portage trail and discussed the route to take as the run the falls. Before we could begin sending our group down a group of 6 or 8 well intoxicated canoeist start running the 4 falls. We spent two hours helping retrieve people and equipment before it was safe to start sending our group down. In short, how do you regulate good common sense? On a positive note most of the groups that I have observed are well behaved and courteous. So I don't see a large group as a problem. Most of the large groups of over 12 have put in at Vanceboro and take out at Little Falls, making it a day trip only and not using a campsite overnight.

Camping in the parking lot at Little Falls can be a problem.

A couple more campsites on the American side would be a plus, along with some type of a border agreement where organized guided groups could continue using campsites on both sides of the river. Maybe, by faxing a list of individuals in the group to both US and Canadian customs and then notifying customs when off the river. The key

- The recommendation to develop group size limits has been deleted from the plan. See response to Dave Conley above.

- The Plan recommends that DPPL enforce policy prohibiting unauthorized camping in parking areas.
- The Plan indicates that new campsite development must be based on documented need and consistent with the primary management goal of maintaining a backcountry experience. Preference should be given to expanding current

here being guided or organized youth camp trips.

sites rather than developing new sites. The Plan recommends that IF&W and DPPL reach out to the Canada Border Services Agency (CBSA) to explore ways to allow recreationists' use of the Canadian side of the St. Croix.

Comments on First Draft – April 20, 2011 to May 10, 2011

From: Lee Sochasky, Executive Director, St. Croix International Waterway Commission

- Our Commission greatly appreciates the efforts of the Department of Conservation's Bureau of Parks & Lands (BPL) and the Department of Inland Fisheries & Wildlife's of Resource Management (IF&W) to develop a recreation and resource management plan for their fee-simple and easement lands within the international Spednic Lake/ Upper St. Croix River corridor. This plan supports the State's commitment to manage these lands for long-term resource conservation and traditional recreational use, consistent with the policies of the ME/NB St. Croix International Waterway Management Plan and the obligations of Land for Maine's Future Program under which these lands and easements were acquired. We identified a number of minor typographical and textual errors in the draft document that we will convey to you informally. The following are items that we feel warrant formal comment.
- **P 2, ¶1**, The description of the planning area should be clear from the outset that it does not include the IF&W fee conservation lands on Spednic Lake that lie within the Booming Ground Wildlife Management Area, which IF&W chooses to managed separately.
- **P 8, bullet 5**. It would be useful to note that the St. Croix International Waterway Management Plan includes specific policies for the conservation and recreational management of the Spednic Lake/ Upper St. Croix River area that have resulted in these acquisitions and this plan.
- **P 10, last ¶**. This could better stress the importance of recreation as the second largest component of the local economy, after forestry, and note that the dams are managed for a number of purposes, only one of these being hydropower water storage. We can supply additional detail, if needed.
- **P 13 last ¶ and P 14**. This conservation timeline contains a number of significant errors in content and chronology; we can offer a revised list for consideration.
- **P 16 ¶2**. We recommend that the vision state that "Primitive recreational facilities are maintained...", to clarify that the intent is to preserve the area's backcountry tradition.
- **P 16 ¶3**. We recommend that the text state that Spednic Lake is "...surrounded primarily by commercial

- The Booming Grounds Wildlife Management Area was added to the planning area in the Final Draft Plan. The Booming Grounds will continue to be managed under the existing IF&W management plan but recreation management is addressed in this document.
- The Final Draft Plan better describes the relationship between the 1993 Waterway Management Plan and subsequent conservation and planning initiatives.
- The Final Draft Plan notes the importance of the local tourism economy and clarifies the purposes of the Forest City and Vanceboro dams.
- The Final Draft Plan includes an updated and corrected conservation timeline.
- The Vision Statement now describes the recreational facilities as primitive.
- The presence of other conservation lands, in addition to commercial forestland, has been

forestland and conservation land...” to appropriately recognize state and provincially owned and eased conservation lands.

- **P 16 ¶4.** This is the first reference to BPL’s St. Croix River lands as a State Park, until now referred to as Park Lands. We recommend that this plan provide clarification between these two terms and refer to them in a consistent way throughout the document.
- **P 18 ¶2-3.** The text regarding water level and flow obligations for Spednic Lake and the St. Croix River is incomplete: this might be revised to reflect IJC and FERC requirements and IF&W agreements, if this information is pertinent to the plan.
- **P 26 ¶5.** The Waterway Commission suggests that the plan text be refined to more concisely note that both the Little Falls and Loon Bay access sites have parking areas and vault toilets, and additionally the Loon Bay site has a picnic shelter. Both sites have periodic problems with unauthorized camping in the parking lots. On holidays and some weekends, the Little Falls parking area is inadequate for the number of vehicles and canoe trailers.
- **P 33 Spednic Lake access.** The Waterway Commission believes that guaranteed public access to the upper end of Spednic Lake is critical to the lake’s backcountry recreational use and to the sporting guides who maintain the area’s traditional local economy. We ask that BPL and IF&W – *as a priority* – work with landowners, the Woodie Wheaton Land Trust and other interests to secure adequate, permanent public access to Spednic Lake at Forest City and in the vicinity of the Castle Road, for small boat and canoe launching.
- **P 33 Upper River access.** The Waterway Commission has long been concerned about the lack of guaranteed public access to the beginning and end of the traditional St. Croix River trip. *As a priority*, we ask that BPL work diligently to address these shortcomings. We also request that BPL work with landowners to formalize long-term public access to the portage route around the Vanceboro dam.
- **P 33 Parking area at Little Falls.** The Waterway Commission feels that conflicting use of the Little Falls access for parking and camping has largely been addressed by the addition of a new authorized tent site off the parking lot in 2010. The parking lot is used infrequently – but contrary to posted signage – by some wheeled campers and we suggest that this be addressed through BPL enforcement. The access site is undersized for turning and parking vehicles and trailers: we recommend BPL consider a minor expansion to this area

noted in the Final Draft Plan.

- The Final Draft Plan has been updated to consistently refer to the DPPL’s St. Croix River lands as “State Park Lands”. Further clarification on this term is offered on as part of the Statutory and Policy Guidance section.
- The water quantity section has been updated and expanded in the Final Draft Plan.
- The Final Draft Plan has been updated to reflect the recreation facilities at Loon Bay and Little Falls.
- The Final Draft Plan has been updated to further stress the critical importance of public access to Spednic Lake at Forest City and Castle Road. The Plan does not however, attempt to prioritize securing permanent public access at these sites among other management recommendations within the Plan or among conservation priorities around the state.
- The Final Draft Plan has been updated to further stress the critical importance of public access to the river at Vanceboro and Grand Falls Flowage, including the portage route around the Vanceboro Dam. The Plan does not however, attempt to prioritize securing permanent public access at these sites among other management recommendations within the Plan or among conservation priorities around the state.
- The Plan recommends that DPPL enforce policy prohibiting unauthorized camping in parking areas and consider improving parking and maneuvering space for vehicles and canoe trailers accessing the river at Little Falls.

to better accommodate both.

- **P 34 Unauthorized campsites.** We feel this issue warrants greater attention than given to date. Unauthorized campsites fragment the St. Croix's semi-wilderness character, create fire hazards and degrade shoreland areas through tree removal, shore erosion and left-behind waste. Managing use through authorized sites, public information and enforcement is important. We have a number of management recommendations that we can offer.
- **P 34 Future campsite development.** We recommend that, in considering new campsite development, the state give primacy to maintaining the St. Croix's traditional backcountry experience over meeting increased demand. Should the demand for overnight use increase significantly on the St. Croix, we recommend that BPL, IF&W and the New Brunswick Department of Natural Resources undertake a carrying capacity assessment that addresses the planning area's Vision, and make management changes to retain this Vision.
- **P 34 Lunch sites.** Page 31 states that there is no formal agreement regarding guide lunch sites. It would seem appropriate in the context of this plan for an MOU or agreement to be developed to protect the natural resources and the traditional uses at these sites.
- **P 35.** We ask that this plan recognize the need for, and set management actions for, public information on allowable uses of the state's St. Croix lands, to support the management plan's Vision. We recommend that the state provide information on authorized campsite and water access locations, user rules, and contacts for information via state website and printed materials.
- **P 38 ¶4.** The last sentence should indicate that in some years, a portion of BPL's St. Croix funding has been contributed to a shared effort led by Vanceboro interests to maintain the road to Little Falls.
- **P 40 ¶1. Rules.** We recommend that this plan note that statewide rules for all BPL Park Lands (<http://www.maine.gov/doc/parks/programs/parkrules.html>) already apply to the St. Croix River lands and state that BPL and IF&W will develop other site-specific user rules, separate from this plan. We would be pleased to assist BPL and IF&W to develop these rules. We also ask that both agencies ensure that users have ready access to the rules so that they can actively partner in the area's management.
- **P 40 International Coordination.** Maine has a legal obligation, under 38 MRSA Chapter 8, to work directly with the Province of New Brunswick on St. Croix resource management issues. The Waterway

- The issue of unauthorized camping has been further detailed in the Final Draft Plan and the corresponding management recommendation has been expanded to more clearly address public information and enforcement.
- The Final Draft Plan has been updated to better articulate the primary management goal of maintaining a backcountry experience on Spednic Lake and the Upper St. Croix River as it relates to potential new campsite development. The Plan already addresses the need for obtaining documented increases in demand before considering any new campsite development.
- The Final Draft Plan recommends that IF&W work with the Forest City Guides Association to develop a formal MOU for the use of the Spednic Lake lunch sites.
- The Final Draft Plan recommends that the State provide public information on recreation facilities and user rules via the DPPL's website, printed materials, and kiosks at access points.
- The Final Draft Plan has been updated to more accurately describe DPPL's contribution towards Little Falls maintenance efforts.
- The Final Draft Plan has been updated to reflect the need to develop customized Rules and Regulations for state-managed lands on Spednic Lake and the Upper St. Croix River through a separate public process, as has been done on the Allagash Wilderness Water and the Penobscot River Corridor.
- The Final Management Plan has been updated to reflect the need for direct communication between the State of Maine and the Province of New Brunswick and to more accurately describe

<p>Commission will continue to assist with this collaboration, to the extent that its resources allow. However, we suggest that that BPL and IF&W establish direct lines of communication and management planning with the New Brunswick Department of Natural Resources – Crown Lands Branch for their shared Spednic Lake/Upper St. Croix River corridor obligations.</p> <ul style="list-style-type: none"> • P 40 International Coordination Recreation Management Agreements. The Waterway Commission would be pleased to work with IF&W toward a state Spednic Lake campsite maintenance agreement. • P 40 International Coordination Recreation Management Agreements. The Waterway Commission will continue to work with BPL on river facilities maintenance to the extent resources are available. • P 41 Unauthorized road access. We suggest the state should monitor, restrict or <u>remove</u> unauthorized access, the last of these being the best means to meet the planning area’s goals. • We look forward to continuing to work with BPL, IF&W, the NB Department of Natural Resources and the St. Croix’s many users – on both sides of the international border – to preserve and manage the exceptional natural and recreational resources of the Spednic Lake/Upper St. Croix River section of the St. Croix International Waterway. This was a primary objective of the commission’s founding and continues to guide its actions. We are pleased to see BPL and IF&W now moving ahead to formalize their commitments and management of these exceptional lands. 	<p>the role of the Waterway Commission in facilitating this communication.</p> <ul style="list-style-type: none"> • The Final Draft Plan has been updated to specify road removal as a potentially appropriate form of addressing unauthorized road access in addition to other forms of restriction.
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From: Jay Beaudoin, Woodland Pulp

<ul style="list-style-type: none"> • [Regarding the planning area description,] we retained ownership of any and all islands and flowed lands in flowed lakes including Spednic. Wagner had and has no ownership of any lands or islands below the high water line of Spednic. So if any quit claim deed /sale etc from them says other wise it is meaningless (i.e., Muncy Point) because they had no rights. My understanding is the islands were all in the non flowed part of the river which they did own. If any were in the lake and assumed to have been conveyed by them nothing was really conveyed and we still own the islands. • [Regarding water quality,] the IJC doesn’t have any requirements [for dissolved oxygen levels of pH] or authority to impose requirements, they do make recommendations though. • [Regarding the Forest City and Vanceboro dams,] these are water storage facilities not hydropower storage. The difference is that hydropower storage takes water when 	<ul style="list-style-type: none"> • The 2003 conservation acquisitions from Wheaton, some formerly of Wagner, included 44.3 acres of island on the river, which are now owned by DPPL. However, IF&W does own 12 islands in Spednic Lake: 11 islands were acquired in 1994 from Baskahegan Co., and Birch Island was acquired in 1996. • The Final Draft Plan has been changed to reflect this clarification. • This clarification was made in the Final Draft Plan.
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hydro needs it we do not. These mimic the natural seasonal water patterns and store water for use in low water periods (periodic or seasonal fluctuation in natural flow) for environmental and recreational purposes. The turbines are independent of these and studies show they are not important for hydropower. We may abandon them if costs and demands continue to increase. In other words the hydro production will occur at slightly less (-1-2%) the same or even greater rates if these dams did not exist depending on how you look at it. The reservoirs are also not that large especially when you consider the shallows and bathymetry.

- [Regarding regulations on water quantity,] not sure is accurate, anyway if the dams were not there any more what would be different with this statement? There is no guarantee that they will always be there and someone will always pay to operate and maintain them. What is the plan for that scenario? What does this system and its recreation etc look like in an unregulated/natural scenario? How is the water accessed if a ring of land formerly flowed separates the conserved corridor and the water.
- The history back to Anson in 1838 dictate that these dams' maximum elevation is the highest freshet level so I do not agree the statement "spring freshets would be higher" is true, rather flood control on the lower river would be problematic and property damage would increase outside the normal regulated condition of excellent flood control. The dams allow the water to be passed and regulated to control flooding.
- [Regarding the discharge of water at Vanceboro Dam,] if inflow is less than 200 cfs then the flow can be lower.
- [Regarding maintenance of stable impoundment surface water levels,] this may change to a fluid start date following water temperature.
- [Regarding the fishway,] the fishway is in Canada.
- [Regarding special accommodations for special river flow requests], maybe, rarely - this isn't something we promote because one person or group's request can be another's problem.
- What would the fisheries be like without the dam? The dam and impoundment makes the excellent fishery especially for bass. The dam owner in turn pays to provide this benefit but receives little recognition and increasing pressure to deliver more.
- We spent more than \$250,000 on archaeological studies on East Grand 1994-1998. Much more than reconnaissance, we did phase 0, 1 & 2 studies, phase 3 sites have been identified.
- [Regarding a 1995 archeological survey,] we haven't

- The Plan does not speculate on Waterway management without the dams that are now in place.
- The sentence regarding spring freshets has been removed in the Final Draft Plan.
- This correction was made in the Final Draft Plan.
- This was removed in the Final Draft Plan.
- This was noted in the Final Draft Plan.
- This was removed in the Final Draft Plan.
- This plan does not address fisheries management.
- This plan does not describe archaeological surveys beyond Spednic Lake and the Upper St. Croix River.
- This is referencing surveys completed upstream

<p>done anything and I have no records of any studies related to hydro relicensing.</p> <ul style="list-style-type: none"> • We had to spend 5000\$ to put a fence up at the Forest City dam. • The Forest City Landing isn't publicly owned? The 1996 deal had an agreement for this site with the state at the same time we donated the Spednic Lake Launch in 1966. Have you checked? Maybe this story and landowner is not correct? The FERC exhibits show the site and discuss the agreement? • Castle road was a private lease so actually it has only been a "historic" access since we decided not to release the lot a while back. • [Regarding the Castle Road Landing,] thanks for mentioning the arson & vandalism. • [Regarding Grand Falls Flowage,] we are real generous with parking, picnic area, mowed lawn, fishing dock, etc. and even provide a portable bathroom at Grand Falls each year. We do not have to allow any use here or even allow people to cross our land which would result in a long portage. We do have abuse here and haven't seen much recognition, no funding, and little support for what is provided here. • Is the access at the dam and the fire road the same thing? <ul style="list-style-type: none"> • The 10 or so docks by the [Vanceboro] Dam are leased to private people by us. • Woodland Pulp owns Wingdam Island. We allow campsites and hiking trails on a day by day basis. • [Regarding the unauthorized campsite near Grassy Islands,] is [use by locals and access by ATV] bad? Is backcountry only for non ATV, no tubing, people from away? • We have numerous Guide Lunch sites on Grand Falls flowage. The public may use them just as well as the guides there is no exclusivity and never has been. • [Regarding MFS authorization lunch site fire pits,] why [have these sites not been authorized]? After how many decades? Doesn't make any sense. <ul style="list-style-type: none"> • [Regarding Woodland Pulp's portage trail at Vanceboro Dam], we ask that our good will such as this as be 	<p>from the Forest City Dam and has been removed from the Final Draft Plan as it is outside of the planning area.</p> <ul style="list-style-type: none"> • Ownership of the Forest City Landing remains unclear. • The word "historic" was removed in reference to the Castle Road Landing. • The Final Draft Plan notes that Woodland Pulp voluntarily provides public access and facilities at Grand Falls Dam. • No. These are two different locations. People portaging put back in right below the dam. Many parties also launch their river trip from this site, as very few know about the Fire Road. Parties renting from local outfitters will use the outfitters' private accesses, which are both downstream of the railroad bridge. • This has been noted in the Final Draft Plan. • This has been noted in the Final Draft Plan. • The site is not authorized for <u>any</u> camping. • The Plan's description of lunch sites and relevant management recommendations are intended to be specific to IF&W and DPPL managed lands in the planning area. • As a rule, guides acquire seasonal fire permits for regional use that are not specific to a particular lunch site on Spednic Lake. Since lunch sites may be used by the general public, the Plan recommends that all sites meet Maine Forest Service guidelines and receive official authorization.
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remembered; especially when we are being pressured or facing demands to provide more.

- [Regarding hunting and trapping near recreation facilities,] is the 300 ft exclusion area a law? If not how do people know this? Why is this relevant during seasons – like winter trapping when the sites are unlikely to be used?
- [Regarding the recreation use surveys,] really? We spent more than \$100,000 doing a comprehensive study for east grand and west branch in 1996-1997 including aerial flyovers , economics etc for relicensing.
- [Regarding securing safe and permanent public access at Vanceboro and Grand Falls Flowage,] we are open for proposals.
- [Regarding recreation use conflicts,] Local use is not bad, tubing also happens in this corridor. Don't let agendas cloud the plan. Backcountry is but one audience.
- [Regarding timber management,] don't forget disease and pest management possibilities.
- [Regarding on the ground maintenance of recreational facilities,] we maintain the dam and dam sites and Castle Road and have done things at Wingdam.

- [Regarding securing permanent public access on Castle Road all the way to the launch site,] we could arrange for that if the benefit to us warranted. The Castle Road site and access will not become part of any relicensing process so what ever will happen here will need to be negotiated with us tour benefit.
- [Regarding proposed rules,] I think these are overly restrictive and unlikely to be enforceable. Looks good on paper but is it really necessary for this remote area?
- [Regarding user fees,] we can charge user fees throughout the watershed in many key areas, stream beds (Grand Lake Stream, Forest City, etc), access points, portages etc. Or we can lease/sell the rights to a private or tribal entity. The rights of riparian land owners over flowed lands to place docks may also require our permission and /or a fee. Dredging or retaining walls etc also.
- [Regarding camplot leases,] private lands might have some new camplot leases.

- Restrictions on hunting and trapping within 300 ft of recreation facilities are consistent with statewide State Park rules. This and other proposed rules have been withdrawn from the Final Draft Plan in order to allow for a more thorough rule- making process specific to these properties.
- The Plan only refers to Recreation Use Surveys within the planning area on Spednic Lake and the Upper St. Croix River.

- The issues of disease and pest management have been added to the Timber Management section.
- The Plan recognizes Woodland Pulp's ownership and management of recreation facilities at Castle Road, Vanceboro, Wingdam Island and Grand Falls Flowage. However, management recommendations are intended to be specific to IF&W and DPPL managed lands in the planning area.

- The plan now recommends that specific rules be developed in a separate process at a later date.

- The Plan's description of user fees and relevant management recommendations are intended to be specific to IF&W and DPPL managed lands in the planning area.

- The Plan's description of camplot leases and relevant management recommendations are intended to be specific to IF&W and DPPL managed lands in the planning area.

From Dale Wheaton, Woodie Wheaton Land Trust

- It is fair to say that the Woodie Wheaton Land Trust, Wheaton’s Lodge, and area fishing guides are supportive of the planning initiative, and I believe your draft document captures consensus on a wide spectrum of recreation issues that impact the natural integrity of the waterway. Overall, I think it is pretty good and sets a benchmark for recreation planning and management on the St. Croix River and Spednic Lake. Like any document of this nature, it will mature and evolve into a tighter policy tool with time. I will focus on my most serious concerns:
- **Absence of the 528-acre parcel between Spednic Lake and Mud Lake.** This was our first local conservation effort and one of LMF’s first, and its absence from the Plan is glaring, and not rational. I do understand that IFW has a plan already on this tract, which is managed as a WMA, and that is fine. However, the Booming Grounds tract hosts two portage trails from Mud Lake to Spednic, the beautiful Mud Lake Falls, old growth timber, and two traditional guide lunch sites. This parcel needs to be incorporated into this Plan; Spednic conservation lands are all under IFW, and the lake should be managed holistically. My suggestion is to outline the salient points of IFW’s plan for the WMA, and build out this one so as to be compatible.
- **P. 8 and after, “State Park” designation.** The archipelago of campsites along the St. Croix River is not a State Park. They are managed as a State Park, because the acquisition does not neatly fit into the categories of Historic Site or Public Lands, per se. This management decision is understandable, and makes sense. Furthermore, BPL has done a good job in organizing and maintaining the St. Croix campsites, along with SCIWC, into a great outdoor experience. I understand the need for agency efficiencies, *but a State Park it is not*. The standard rules are not a public mandate here, and the management mentality should not be locked in cement. The nomenclature has to be clarified in the document.
- **P.13, Regional Conservation Efforts.** This list should be combined with the three parcels noted at the top of p.17, to provide the reader with an immediate and less disjointed appreciation of the conservation achievements along this waterway. It is very important to explain more about the focal State acquisitions. Title to these properties did not simply fall from heaven into Augusta. In most cases these parcels of land came to State of Maine ownership through the initiation, hard work, passion, fundraising, commitment, and vision of local people and with a hell of a lot of private dollars. This describes all of the fee lands in the Management Plan,
- The Booming Grounds Wildlife Management Area was added to the planning area in the Final Draft Plan. The Booming Grounds will continue to be managed under the existing IF&W management plan but recreation management is addressed in this document.
- The Final Draft Plan has been updated to consistently refer to DPPL’s St. Croix River lands as “State Park Lands”. Further clarification on this term is offered as part of the Statutory and Policy Guidance section. The Final Draft Plan also makes clear that these lands will be subject to a special rulemaking process, similar to other less-developed State Parks Lands such as the Allagash Wilderness Waterway or the Penobscot River Corridor.
- The regional conservation effort timeline has been updated in the Final Draft Plan to include the conservation acquisitions within the planning area. Fee and easement deeds are now included in Appendices and referenced under “Stewardship Endowments,” noting that deeds are among the documents guiding use of the Stewardship Funds.

with somewhat lesser local input for the Baskahegan Easement. Birch Island and the Spednic shoreline were conveyed to the State of Maine by WWLT, along with conditions, covenants, or easements to ensure that State management policy coincides with the grassroots conservation vision. In summary, without a local vision, this Plan would not exist. Cooperation among the various parties has been noteworthy, but it is the deed restrictions that help set the tone for management of these lands, and this needs to be said!

- **P.18 Spednic Lake continues to have a strong eagle population**—more than cited here. Numerous nests along both sides of the lake often result in encroachment of territory, resulting in eagles killing other eagles. We have noticed no reduction in activity, although nesting sites do change. The eagles thrive, without anadromous alewives to eat. As they always have.
- **P. 33, etc. The I-68 program** is useless for guides, canoe trippers, and occasional waterway users. Guides, e.g., often do not know who their party is for a given day, and certainly cannot predict their itinerary on the lakes given changeable weather and other users. Even if a guide or trip counselor were covered by I-68, their clients or passengers are not. Hence the entire program breaks down. If guides or camp counselors were assigned, and accepted responsibility for their passengers such a program might work. This theme needs a governmental push to succeed; so far, we peons have not won flexibility from CBP.
- **P. 40 IFW should develop maintenance agreements with the guides** for the day-use sites. The guides have been conscientious stewards in the past, but the agreement needs to be formalized, similar to that with SCIWC. The agreement should extend to the WMA, including the Mud Lake site and the Mouth of the Stream, important traditional guide lunch sites.
- **P. 40 Rules** This section, due to its placement and content, kind of smacks the reader in the chin. To not allow alcohol in the planning area is not only Draconian, it is absurd, and unenforceable. I am not even sure that the authority exists to impose this rule, particularly if the “State Park” designation is simply a matter of convenience, and hardly on IFW lands. Surely, the 400+ clients of Wheaton’s Lodge who contributed generously to the acquisition did not suspect they would be denied a glass of wine with a shore lunch, nor did the canoeists who enjoy a beer after a hard day of paddling. Also, it is sometimes necessary to cut green saplings or pole stems for camping and outdoor cooking.
- **P. 40 Public Access Roads** The maintenance of private

- The Final Draft Plan has been updated to clarify that the nesting eagle population has been steadily rising and appears to be unaffected by the changes in the alewife population. The nonbreeding eagle concentrations historically associated with the alewife run have, however, experienced a significant decline.
- The Final Draft Plan recommends that IF&W work with the Forest City Guides Association to develop a formal MOU for the use of the Spednic Lake lunch sites.
- Specific rules presented in the First Draft Plan were withdrawn in the Final Draft Plan in order to allow for a more thorough rule-making process specific to these properties.
- Castle Road has been added to the list of

<p>roads afforded public access is, indeed, a thorny question. But since private landowners have no incentive to maintain these roads unless they are harvesting wood, the onus clearly falls on government at some level(s). Nothing is offered here in the way of resolution, and the problem will persist unabated unless it is addressed in the Plan. Castle Road should be mentioned as of highest priority.</p> <ul style="list-style-type: none"> • P. 41, Easement Stewardship And WWLT should equally monitor the covenants and deed restrictions on lands conveyed by them to the State of Maine • The matter of ice shack removal is not addressed in the Plan. These are left at landings, sometimes along the shore, often on the privately owned access roads—where they remain until the following winter. These are an eyesore, an embarrassment to guides, and violate the natural integrity of conserved lands. The landowners, who have the right to remove or destroy the shacks, could care less. Others lack the authority to do something. A process needs to be in place to remove these each spring. • Overall, the Plan does a good job of identifying and addressing issues pertaining to outdoor recreation. It does <i>not</i> do so well at addressing strictly conservation issues, needs, and solutions. Accordingly, while it will help to guide expenditures under the Stewardship endowment, it cannot be the only source for that purpose. • These remarks are meant to be constructive. The Management Plan is a good start for articulating the policies that will protect and enhance a very special place. 	<p>priorities for investments in Public Access Roads.</p> <ul style="list-style-type: none"> • The Plan is intended to make management recommendations for IF&W and DPPL. The Final Draft Plan has been updated to better reference deed restrictions on the lands within the planning area. • The plan now includes off-season storage of ice shacks as an issue and calls for IF&W and DPPL to assess the extent of the practice on state lands and conservation easements and make recommendations regarding their treatment. • The Plan now notes that natural community and related information is fragmented and likely incomplete; that DPPL and IF&W should develop a single comprehensive natural resources inventory for the state-managed lands, as resources allow; and that development or expansion of recreation sites should be preceded by consultation with MNAP to both protect fragile areas and highlight areas of special interest. The Plan will provide guidance for use of the Stewardship Fund, together with other documents, including the deeds of acquisition.
<p>From: Mark Berry, Downeast Lakes Land Trust</p>	
<p>These comments are all based on these sections describing the larger region and not simply the corridor along the river. If you intend to only describe the corridor, I think you need to change the focus from the earlier discussion of “the region”. Referring to the earlier planning document could help you do this if you choose.</p> <ul style="list-style-type: none"> • p. 10. Add a reference to the earlier completed Eastern Interior Region Management Plan. • p. 12 Add Downeast Lakes Land Trust and the Passamaquoddy Tribe to the list of other large land managers in the region. • p. 13. Mention DLLT as a conservation partner in the region. 	<ul style="list-style-type: none"> • The Eastern Interior Region Management Plan is referenced in the Final Draft Plan. • DLLT and the Passamaquoddy Tribe have been added as key land managers in the region. • Downeast Lakes Land Trust has been added as a conservation partner in the Final Draft Plan.

<ul style="list-style-type: none"> • p. 14. Add 2005 acquisition of Downeast Lakes Land Trust’s Farm Cove Community Forest as part of Downeast Lakes Forestry Partnership. • p. 15 map – Feature Indian Township and lands of the Passamaquoddy Tribe in GLS Plantation? 	<ul style="list-style-type: none"> • Farm Cove Community Forest has been added to the regional conservation timeline in the Final Draft Plan. • Tribal lands are not necessarily conservation lands and have not been added to the Regional Conservation Map in the Final Draft Plan.
<p>From: Richard Packert, Machiasport, Maine</p>	
<p>May 7, 2011: The Plan should discourage industrial development such as wind power farms that could potentially be seen or heard from the conservation area.</p> <ul style="list-style-type: none"> • The Forest City Road landing needs more space to maneuver and park vehicles with trailers. • The Castle Road needs extensive repair through Wagner-managed land. • Also there is an underwater “road” from the Castle Road landing to the island just offshore which should be removed. It was constructed without permission. It is a hazard to boats and I expect prevents natural movement of fish. It could be graded back to its natural level when the lake is low. 	<ul style="list-style-type: none"> • The Division of Parks and Public Lands and the Department of Inland Fisheries and Wildlife only develop plans for the properties under their respective management. The impacts of off site development on public resources such as the Waterway are considered by the regulating agencies (DEP or LURC) according to criteria largely defined in statute. Agency comments are sought during those regulatory proceedings. The visual and auditory impacts are analyzed by the regulatory agencies; the of Parks and Lands has no special expertise on determining how valued public resources are impacted by these developments, but the can and does comment on the significance of the values that can be affected. It is up to the regulatory agency to determine if the impacts are determinative in their decision. • This issue is now noted in the Plan. • Castle Road is identified as an investment priority in the Plan. • At this time, the legal authority to address this situation is unclear and requires further research.

