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## Appendix A.

### **Bureau of Parks and Lands Flagstaff Region Planning and Management Staff**

**Will Harris**- *Director, Bureau of Parks and Lands*  
**Kathy Eickenberg** - *Management Plan Coordinator*  
**Cindy Bastey** – *Chief Planner, Bureau of Parks and Lands*  
**Peter Smith** – *Regional Manager, Public Reserved Lands Western Region*  
**Steve Swatling** – *Bigelow Preserve Manager*  
**Tom Charles** – *Chief of Silviculture, Bureau of Parks and Lands*  
**Joe Wiley** – *IF&W Wildlife Biologist assigned to the Bureau of Parks and Lands*  
**Brooke Wilkerson** – *Maine Natural Areas Program specialist assigned to the Seboomook Unit*  
**Scott Ramsay** – *Supervisor, Off-Road Vehicle Program of the Bureau of Parks and Lands*  
**Tom Desjardin** – *Historic Sites Specialist*  
**George Powell** – *Boating Facilities Director, Bureau of Parks and Lands*  
**Stephen Richardson** – *Senior Forest Engineer, Bureau of Parks and Lands*  
**Gena Denis** – *Mapping and GIS Coordinator*

### **Flagstaff Region Lands Advisory Committee (Other agency and Public members)**

**Forest Bonney**, *Inland Fisheries and Wildlife, Fisheries Biologist*  
**Jennifer Burns**, *Maine Audubon Society*  
**Timothy Carter**, *Representative, House District 19*  
**Diano Circo**, *Natural Resources Council of Maine*  
**Debi Davidson**, *Izaak Walton League*  
**Ernie DeLuca**, *Florida Power and Light*  
**Thomas Dodd**, *Sustainable Forest Technologies*  
**Greg Drummond**, *Claybrook Lodge*  
**Dick Fecteau**, *Maine Appalachian Trail Club*  
**Matt Gomez**, *Maine Forest Service*  
**Walter Gooley**, *Senator, Senate District 18*  
**Bruce Hazard**, *Mountain Counties Heritage*  
**J.T. Horn**, *Appalachian Trail Conference*  
**Chuck Hulsey**, *Inland Fisheries and Wildlife, Wildlife Biologist*  
**Bob Luce**, *Town of Carrabassett Valley*  
**Rick Mason**, *East Flagstaff Lake Property Owner's Association*  
**Peter Mills**, *Senator, Senate District 26*  
**Bill Munzer**, *J.V. Wing Snowmobile Club*  
**Wright Pinkham**, *Representative, House District 88*  
**Josh Royte**, *The Nature Conservancy*  
**Dick Smith**, *Flagstaff Area ATV Club*  
**Rich Smith**, *Timber Resource Group*  
**Ken Spaulding**, *Friends of Bigelow*  
**Ken and Sharon Thomas**, *Natanis Point Campground*  
**Kenny Wing**, *Eustis*

## Appendix B

### An Act to Establish a Public Preserve in the Bigelow Mountain Area

(adopted by referendum June 8, 1976)

*Be it enacted by the People of the State of Maine, as follows:*

**Sec. 1. Bigelow Preserve.** The Department of Conservation, including the several bureaus and agencies therein, and the Department of Inland Fisheries and Game are hereby authorized and directed to acquire approximately 40,000 acres of land on and around Bigelow Mountain in Franklin and Somerset Counties for a public preserve to be known as the Bigelow Preserve. The Preserve shall include generally all land in Wyman and North One Half Township north of Stratton Brook and Stratton Brook Pond, and all land in Dead River township south and east of Flagstaff Lake. All public lots within or contiguous to this area shall be included within the Bigelow Preserve.

**Sec. 2. Administration and Acquisition.** The Preserve shall be administered by the Departments of Conservation and Inland Fisheries and Game. These Departments shall seek and use funds for the acquisition of land necessary for the Bigelow Preserve from state bond issues and appropriations, federal funds, and other sources now or hereafter available to them. Acquisitions shall be coordinated by the Department of Conservation. Sufficient property rights and interests shall be acquired to accomplish the purposes of this Act.

**Sec. 3. Purpose.** The purpose of this Act is to set aside land to be retained in its natural state for the use and enjoyment of the public. The Preserve shall be managed for outdoor recreation such as hiking, fishing, and hunting, and for timber harvesting. Timber harvesting within the Preserve shall be carried out in a manner approved by the Bureau of Forestry and consistent with the area's scenic beauty and natural features. All motor vehicles, not including vehicles engaged in timber harvesting, shall be restricted to roads designated for their use, except that snowmobiles shall also be allowed on designated trails. Designated roads shall be limited to those easily accessible to automobiles as of the effective date of this Act. No buildings, ski lifts, power transmission facilities or other structures shall be built in the Preserve except for open trail shelters, essential service facilities, temporary structures used in timber harvesting, small signs, and other small structures that are in keeping with the undeveloped character of the Preserve.

**Public Laws**  
**First Special Session of the 122<sup>nd</sup>**  
**Chapter 205**  
**An Act to Improve Access to Public Lands**

*Be it enacted by the People of the State of Maine, as follows:*

Sec. 1 I.B. 1975, §3, 2<sup>nd</sup> ¶ is enacted to read:

The Department of Conservation, Bureau of Parks and Lands may construct and maintain a trail, not more than one mile in length, in the southeast corner of the Bigelow Preserve at a location and of a width to be determined and approved by the bureau. The trail within the Preserve is to be a segment of a longer trail. The trail within the Preserve is for use by the Public at no charge for hiking, cross-country skiing and other compatible nonmotorized trail uses only. Motorized equipment and vehicles may be used for the construction of the trail and for grooming of the cross-country ski trail. The Director of the Bureau of Parks and Lands may enter into a lease or other agreement to facilitate the construction, operation or maintenance of the trail by another entity consistent with the Maine Revised Statutes, Title 12, section 1852. All necessary permits and agreements for the trail to be located on land abutting the Preserve must be completed with the owners of the abutting land prior to construction of the trail within the Preserve. If the segment of trail within the Preserve is not constructed by December 31, 2008, this authorization terminates. [ Effective September 17, 2005].

**Appendix C**  
**Summary of 1989 Bigelow Preserve**  
**Management Plan Recommendations**  
**Accomplishments to 2007**

**SPECIAL PROTECTION**

1. Evaluate any proposed activity within the Special Protection Zone to assure that there will be no significant adverse impact on the protected resources.

*Resource protection is the first priority with all activities undertaken designed to lessen the negative impacts that recreational uses have on the area. Additional projects undertaken to reduce the risk of negative impacts included increased use of rock to create scree walls to explicitly define the trail across the Alpine zone, removal of the Col lean-to and encourage less experienced campers to stay at lower elevation sites like the Horns Pond lean-to and the Little Bigelow lean-to, and an expanded education effort in the Principles of LNT by paid Caretakers.*

2. Develop, with the assistance of the trail groups and other interested parties, information signs to encourage proper use and protection of the resources in the Special Protection Zone.

*MATC maintains signs in the Alpine areas and in re-vegetation zones at highly impacted campsites on the A.T.*

3. Monitor the rare plant and animal populations through periodic field examinations to ensure they remain a viable component of the Preserve.

*MNAP has completed work to re-inventory and track populations. They are also called on to assist in areas where during the field work for Prescription Review and Multiple Use Coordination Reports unique micro environments or plant associations are encountered.*

4. Leases for radio towers, microwave antennas, and other such communication equipment are not compatible with management of the Preserve, and will only be allowed for emergency purposes and for a limited period of time.

*The above were complied with throughout the plan period.*

**RECREATION**

1. Provide trailhead parking for the Range Trail, AT, and Fire Wardens trail.

*Range trailhead was reconstructed and access road relocated. Route 27 trailhead was developed by DOT/MATC. BPL relocated and improved Firewardens trailhead.*

2. Relocate the first section of Range Trail (west end) onto publicly owned land (~~Stratton Water District~~) to avoid any future conflicts with private owners.

***Property acquired and trail relocated.***

3. Begin Fire Wardens Trail at Stratton Brook Pond outlet cutting a trail parallel to the existing Stratton Brook Road in order to eliminate potential conflicts between logging traffic and hiking.

***Redesigned logging access (logging treated as a secondary activity to the recreation), to provide for harvested wood to move east or west of current trail.***

4. Resolve potential conflicts between hikers and timber management along Fire warden Trail just north of the Stratton brook Road and along the AT near the East Flagstaff Road. Both trails follow old roads, which appear to be the only feasible access into certain parts of the Preserve for timber management. Minor trail relocations appear to be the best solution. All hiking trails should have permanent locations.

***Both roads were relocated allowing the trails to have permanent locations unchanged. The upper section of the Safford Brook Trail was relocated off the forest management road. The lower section relocation has been partially constructed. There remain sections of both the A.T. and side trails to be relocated in the future that were not identified in the plan.***

5. As per agreement developed by Public Lands and Parks and Recreation in 1982, continue a no cut zone 100' on each side of the AT. From 100'-500' from the AT, use only uneven aged harvesting methods approved by Parks and Recreation. Use the standards on the Fire warden's Trail, Range Trail, and Stafford Brook Trail.

***In addition to the 100-foot no-cut zone, a variable width harvest zone is established along these trails prior to any harvests near the trails.***

6. Rehabilitate the lean-to site at the Horns Pond or move it and the trail further south away from the Pond.

***The trail was kept in the same location; the campsite was redesigned and rebuilt locating 95% of the impacts out of the Horns Pond watershed. Two lean-to's were constructed replacing the two on the A.T. with one of the original historic C.C.C. built lean-to's converted to day use only. Individual and group tent sites were constructed with earth pads. Footpaths were closed or hardened reducing the total trails by 27%. Through trail reduction, the shoreline available for recreational use was decreased by 75%. The trail on the outlet of the pond was relocated and hardened providing access to the back side of the pond.***

7. Provide for overflow camping in designated locations with proper facilities down slope from the Horns Pond and Bigelow Col sites.

***Overflow sites are limited to small previously impacted areas centrally located at the existing sites. New sites were added at Cranberry Stream and Moose Falls to provide alternate options. Groups are encouraged to use Moose Falls instead of the Col. Individuals seeking a more secluded experience are directed toward the Cranberry Stream site. MATC maintains a Volunteer Group Registration via email designed to reduce crowding at campsites. From their web site MATC.org: “ Summer camps, Adventure programs and Orientation groups account for 40% of traffic on the Trail. The Maine Appalachian Trail Club has been working to reduce overcrowding at sites and the increased impact it brings, with our Group Registration System.”***

8. Do not allow overnight camping at Cranberry Pond or Houston Brook Pond. Currently, there are no designated sites on either pond and developing sites would create a problem for management and maintenance. In addition, since one of the two high mountain ponds already has camping (Horns Pond), the other pond (Cranberry Pond) should be left undeveloped. Both Cranberry and Houston Brook Ponds are available for day use.

***Camping has not been permitted in these areas.***

9. Make all designated campsites fire safe and provide for appropriate human waste disposal. ***Sites have been designated as “authorized”, “permit only” or “No Fire Sites” as appropriate; sanitary facilities have been provided where needed.***

10. Examine the need for more water access sites on Flagstaff Lake.

***A need for additional sites has been noted over the last two years, due in large part to the popularity of kayaking and designation of the Northern Forest Canoe Trail.***

11. Continue the previous pattern of establishing use of the Round Barn Site on Flagstaff Lake as a vehicle access camping area. It appears from comments received that most if not all sites at Round Barn should be drive-to-requiring a short walk from the vehicle to reach campsites as opposed to sites that can be directly driven to. However, over the next two years the type of campsites (drive-in, drive-to 100-200 feet from vehicle), and how many sites should be upgraded will be determined. Developing a specific recommendation will be a major task for the Preserve Manager. No more than 15 individual campsites whether drive in or drive to, along with one group site, a day use area, parking and appropriate sanitary facilities will be constructed. This is not to say that all 15 sites would be built soon, if at all. It simply means that no more than 15

individual campsites will be constructed at Round Barn. The Round Barn site will be the one area in the Preserve where drive-to or drive-in sites are provided. Information showing the location of other campsites on Public Lands nearby but outside the Preserve as well as private campgrounds nearby will be provided onsite to guide users to those areas when the Round Barn sites are occupied. The future of the Round barn sites depend upon the Bureau's ability to maintain and direct appropriate use and public's willingness to use the area under the guidelines established.

***Round Barn established as a drive-to walk-to camping area with a centrally located parking area; there are currently 9 campsites (two were constructed several years after the initial project), plus an isolated group site and a designated day-use area, with the potential for an additional two sites as needed on the east side of the cove. With opening of the Carriage road to the public via an agreement in 2005 between the Penobscot Nation and the Town of Carrabassett Valley there has been a marked increase in use at Round Barn. Midweek day-use has increased dramatically though previous use was very light so the impact is minor.***

12. Develop plans for a few (3-6) walk-in campsites at Jones Pond and a connecting trail to the AT.

***In cooperation with MATC we decided to add a campsite on Cranberry Stream; the Jones Pond site was not desirable due to the high population of mosquitoes.***

13. Work more closely with the Trail Clubs and volunteers to ensure proper maintenance of all trails. Review and approve all work performed by the clubs except routine maintenance. Support the idea of a caretaker for the Horns Pond/Bigelow Col sites.

***Caretaker program was expanded to 2 people, providing full time coverage at Horns Pond. Three additional caretakers have been added to the program at other high use AT locations in Maine making an expanded, week long intensive training program held at the Bigelow Lodge possible. This includes two full days of LNT training on the mountain.***

14. Discontinue and "put to bed" the Parsons Trail located on the north side of the Bigelow Range. The trail is steep and difficult to properly maintain.

***There is interest in establishing a "loop," that would involve upper portions of the discontinued trail and decrease pressure on the AT, the summit of Avery and the Safford Brook Trail.***

15. Develop, consistent with the Preserve Act, interpretive signs which will help users better understand the natural processes going on in the Preserve, as well as directional signs.



***Directional signs have been installed; interpretive signage still remains to be done***

16. Provide for a snowmobile trail or alternate trails on the north side of the Bigelow Range between the Long Falls Dam Road and the west line of the Preserve that will be available every season. Work with snowmobile groups to examine the feasibility and desirability of a loop trail around the entire Preserve. In theory, the idea of the loop trail around the Preserve is acceptable. However, given the topography, the fact that the trail would most likely need to cross private land, and the cost of establishing the trail away from other potential conflicting uses, construction of the loop trail may not take place for many years. The local snowmobile club will be counted on to provide a considerable amount of assistance and expertise in developing any new trails.

***Ongoing work to provide a trail location that does not conflict with current harvests.***

17. Develop cross-country ski trails around Jones Pond, which will be off-limits to snowmobiling in order to provide for those wishing to ski separate from snowmobiles. Develop other ski trails particularly on the south side of the Range, if the need can be demonstrated to serve as combination snowmobile and cross-country ski trail.

***Most of the interest has been in off-trail skiing; no groups or individuals have taken an interest in building and maintaining un-groomed backcountry ski trails; a proposal for ski trails, however, is being included in the revised Preserve management plan.***

18. Any recreation facility constructed (campsite, privy, parking area, etc.), should be as primitive in nature as possible to provide for protection of the resource but still be of high quality and allow for safe and public enjoy.

***Ongoing. Recreational driveways are kept narrow and lay with the land. Campsites provide minimum facilities required for resource protection. For example, given the well developed backcountry ethics of the users we have not found it necessary to provide picnic tables as a means of preventing cutting of live trees to build make shift tables.***

## **WILDLIFE**

1. **General.** The Bureau as part of the **Integrated Resource Policy** developed guidelines for wildlife management on Public Lands. The Guidelines include establishing riparian zones, retention of den trees or cavity trees, managing for diversity of wildlife habitat, seeding of disturbed areas where possible with a green mixture beneficial to wildlife, and requiring the

Bureau's wildlife biologist to comment on and approve all harvest operations. These guidelines are all applicable to the Preserve and wildlife management there will be guided by the existing wildlife policies for other Public Lands.

2. **Impoundments.** The Stratton Brook Pond and an old impoundment site along Hurricane Brook in Bigelow Twp. - both represent important or potentially important wetlands habitats, which will be examined for the desirability if installing a water control device to improve the wetland component of the flowage. This type of impoundment, given the shallow, weedy nature of the flowages, would benefit wildlife species such as waterfowl and furbearers, but not create water deep enough to enhance the coldwater fisheries. Both Jones Pond and Huston Brook Pond will be examined to see if a small dam, raising the water level 2-4 feet would benefit the coldwater fisheries. If any of these four potential impoundments prove to be worthwhile, they will be constructed. (Construction of the Stratton Brook flowage would require permission from the adjoining landowners.) All water control devices will be small (similar in size to those in place at the time of the Bigelow Act) and designed to blend in with the character of the Preserve. All the proposed impoundment sites had such water control devices in place at the time of the Bigelow Act.

*The distinctive meanders of Stratton Brook Pond is an easily recognizable landmark from the high elevation trail system providing a solid orienteering point in a sea of trees. The scenic values when taken with the current wildlife values makes holding the water level at its current level desirable. To date, no dam has been required to achieve these objectives; Hurricane Brook dam was considered not effective so was dropped; other dams were regulated out of existence.*

3. **Rare Species Management.** The habitat of the yellow-nosed vole is all within the Special Protection Zone, which provides it the necessary protection. The historic eagle-nesting site along Flagstaff Lake will be examined and managed to encourage its use by eagles. This means retaining large white pines along the shoreline suitable for use of nesting sites. If any area is found to be used by rare or endangered species, appropriate management steps will be taken to maintain or enhance the habitat being used.

*The yellow-nosed vole has been renamed by scientists to the short-nosed vole. Eagles nests active within the last 20 years have been located at Hurricane Brook, Flagstaff Island, and a small island on the north end of the original Flagstaff Pond.*

4. **Fish Stocking.** The stocking program conducted by the Department of Inland Fisheries and

Wildlife at Horn's Pond provides an additional recreational opportunity and should continue. However, because the high mountain area around the pond is fragile, the effect of increased human traffic around the shoreline will be monitored. In the event that the fishing pressure results in serious effects to the environment, a request will be made for Department Inland Fisheries & Wildlife to discontinue the stocking. If the Jones Pond impoundment is built it may be necessary to stock trout, at least for a few years, in order to establish a healthy population. Fish stocking and its cost will be coordinated with the Department of Inland Fisheries and Wildlife.

*Monitoring of foot traffic around Horns Pond is conducted routinely by the MATC Caretakers as part of their regular duties. A hardened trail was constructed and is maintained to give people access to the north shore. Bureau (waiting to get 5-year stocking history from IF&W)*

5. **Flagstaff Lake.** Flagstaff Lake is not in the Preserve, but does greatly influence management of the Preserve; the fluctuating water limits the lakes desirability for water-oriented recreational use and for wildlife habitat. However, it may be possible, through plantings, to establish vegetation along the shore of the lake to benefit waterfowl. The Bureau will work with CMP and the Department of Inland Fisheries and Wildlife to assess what can be done.

*Plantings along the shoreline of Flagstaff Lake not undertaken*

6. **Habitat Diversity.** Efforts to increase the amount of softwood and (subsequently decrease the amount of hardwood) will have a beneficial impact on wildlife, particularly where hardwoods now occupy several hundred contiguous acres by providing for more diverse environment. It will not be possible or desirable to decrease the hardwood on a large scale, but it can be accomplished in selected areas.

*The focus of this effort was to increase deer cover along drainages, such as Trout and Cold Brook, which continues to be a worthwhile focus directing the timber management.*

7. **Wetlands.** Wetlands add a degree of habitat diversity and provide part of the lifecycle requirements for many species of wildlife. Wetlands also serve a number of other important ecological purposes, including storage of ground water and stabilization of surface water. There are several hundred acres of wetlands within the Preserve, some of which are associated with the impoundment areas discussed in b. of this section. Of particular additional note are the wetlands along Trout Brook, Reed Brook, Hurricane Brook, and smaller areas on the south side of the mountain range in Dead River Township near Cold Brook. All wetland areas are surrounded by a 330-foot riparian zone (defined on page 26). In that zone, forest management will be designed to maintain the quality of the wetland to enhance its' wildlife benefit.

*Ongoing.*

8. **Openings.** Open areas, particularly when they are well dispersed through the landscape, can be important wildlife habitat. The wood yards associated with timber harvesting will provide many such openings. Such areas are particularly valuable when seeded with a mixture of grasses beneficial to wildlife. In addition, the existing opening adjacent to the Stratton landfill will be kept as open field

*Mowing is conducted every few years as needed.*

## **VISUAL RESOURCES**

The exact boundaries of the 3 visual zones are often difficult to determine on a map or in the field. There is the need for flexibility over the next few years to more precisely define the boundaries of each zone. This will require field checking the map as it is drawn in this plan from many different locations to determine the accuracy of each zone's delineation. These visual zones will be adjusted as necessary based on new information collected over the years.

*The Bureau has information/maps in hard copy where compartment exams have been completed. This information is not currently available on the GIS*

## **TIMBER**

1. **General.** After extensive review, the Bureau of Public Lands adopted timber management standards in 1985. Applied everywhere else on Public Lands, these standards are also appropriate for the Preserve and will govern timber management there. The one major exception is that the maximum clear-cut size on the Preserve will be 10 acres instead of the standard maximum elsewhere of 20 acres.

All harvesting activities must be compatible with visual management as described earlier. The Bureau has recently developed a very detailed field guide entitled Wildlife Guidelines which outlines the specific actions, including forest management, needed to accomplish a particular wildlife management practice. For example, the Guidelines outline the correct procedure for seeding log landings and abandoned roads as well as describing the habitat requirements of important wildlife species, and techniques for managing them.

*There have been no clearcuts on the Preserve, either before the implementation of the 1989 Plan or after; the Bureau has otherwise followed all BP&L timber management standards*

2. Old Growth. As mentioned in the Special Protection Zone section, no old-growth stands have been identified but some probably do exist. When potential candidates are located they will be evaluated to determine if they require protection. In addition, as shown on map #6 there are significant areas that are being set aside never to be cut (approximately 1/3 of the land in the Preserve.) Many of these are not old growth stands now, but will become so in the future. The University of Maine is proposing a system of "Ecological Preserves" (essentially undisturbed areas) around the State in many different types of habitat. The Bureau will cooperate with the University to determine if any of the no cut areas in the Preserve fit into that project.

***A five-acre (?) OG stand was found on East Nubble, which is within a 200-acre no-cut area. No other area has warranted the OG designation; 10,500 acres on the Preserve were designated as Ecological Reserve***

3. Lack of Softwood. An overall forest management goal in the Preserve is to increase the amount of softwood at lower elevations in order to create greater diversity for wildlife and increase financial return. There are a number of areas currently occupied by hardwood or mixed wood stands as the result of past harvesting practices that are better suited for softwood production. Timber management efforts on these areas will be conducted to increase the softwood component where practical.

***1999 inventory showed 44% softwood volume (+/-), harvests since 1990 have included only 32% softwoods, indicative of the Bureau's efforts to increase the softwood component across the Unit.***

4. Quality vs. Fiber. The goal on the Preserve as on the other parcels on public lands, will be to favor growing large, high quality trees for saw timber and other high value products over growing smaller, low quality trees for fiber. This is possible on most of the operable land in the Preserve. There are a few operable areas, mainly poor sites (wet, rocky, steep, etc.) or stands containing low value species where the production of fiber may be emphasized as an interim step toward achieving a significant improvement to the stands. With proper management, these areas may eventually produce large, valuable wood products. Examples here include wet areas dominated by cedar or old burn sites containing nearly pure stands of low quality aspen on soils more suitable for softwoods.

***Since 1990, harvest of both softwoods and hardwoods has been heavier towards the lower quality pulp, in an effort to increase the proportion of higher value tress***

## **ADMINISTRATIVE ITEMS**

1. No wood yards will be allowed on public use roads. In addition, any management road frequently used by the public for snowmobiling, hiking, cross-country skiing and hunting will also be managed for visual considerations.

### ***Ongoing***

2. Any new road construction will be kept to the minimum necessary to manage the Preserve, including the management of timber. The roads constructed will be kept as narrow as possible and built to conform to the terrain. In addition, roads will be designed to limit the length of sections running at right angles to the ridgeline and other public viewing areas. When no longer needed, any new road or reconstructed management road will be water-barred, seeded or otherwise stabilized.

### ***Ongoing***

3. The public use roads may be temporarily gated or otherwise blocked during times of the year when vehicle traffic is likely to cause serious damage to the roads (principally during spring break-up), create erosion or during times of high fire danger.

***Annually roads are damaged by impatient 4-wheel drive enthusiasts. This results in little to no environmental damage but pushes the use of the road by the general public back 2-3 weeks from what otherwise would have been.***

4. The public use roads will end at the following locations:

- a. West Flagstaff Road at Hurricane Brook ***gated***
- b. Stratton Brook Road at or near the outlet of Stratton Brook Road ***boulders***
- c. Houston Brook Road at Cold Brook ***gated***

d. East Flagstaff Road at the road leading to the Round Barn campsites (vehicle access is allowed to the sites). The road beyond the turn to the Round Barn will not be maintained for public vehicle traffic. However, as long as environmental damage and inappropriate use such as unauthorized camping does not occur, the road will remain open. ***There is a gate, but it is not closed. A well attended public meeting was held to hear concerns that the road beyond Round Barn not be closed to public use. This led to a policy to keep the road open but not maintained as long as there was no negative environmental impacts. The gate can be closed at times when the road cannot support public use.***

5. The public use roads will be maintained to a standard, which allows careful travel by pick-up trucks and most automobiles

*The Bureau has established 5-year maintenance contracts for road maintenance.*

6. The Houston Brook Road, since it serves little public use purpose will not be maintained. (The road is on private land)

*Gated, ROW limited to timber management*

7. ATV's are not consistent with the Bigelow Act, and therefore ATV use will not be permitted in the Preserve *Not permitted.*

### **STRATTON DUMP**

**Closed out, capped and seeded by the town. The fields will be mowed every few years to maintain the open habitat.**

### **PRESERVE MANAGER**

Hire a Preserve Manager. The Bureau of Public Lands will develop a job description. The Preserve Manager needs to have training in multiple-use land management including recreation and forestry. This position will be within the Bureau of Parks and Lands and be responsible for all day-to-day operations in the Preserve, including recreation management, visitor contact, and development and supervision of timber harvesting activities. In addition, this position will be available to work on other land in the area managed by the Bureau of Public Lands. The goal is to have this position filled during the summer of 1989. The Preserve Manager position will report to the Bureau's Western Region Manager. The Regional Manager will have overall responsibility for activities in the Preserve and will be the first step in dealing with issues of policy in the Preserve.

*Hired in August of 1989 and remains in the position with 17 years experience managing the Preserve.*

### **FLAGSTAFF LODGE**

The Lodge may serve in the future as a headquarters, an equipment storage area or, perhaps a Preserve visitor's center. The potential usefulness of the building for any of these purposes cannot

be determined at this time. Over the next two years the Preserve Manager will help develop recommendation to the agencies involved with the management of the Preserve as to what new facilities are needed and how existing facilities, primarily the Lodge, fit the overall Preserve management scheme of the Preserve, it will be used and maintained as in the past, for educational, scientific, administrative or other non-profit public service uses. Other appropriate non-commercial uses, which could help defray the costs of maintenance, will be explored.

***Completed (lodge use policy under review)***

### **FIRE TOWER AND CABIN AT BIGELOW COL**

The mountainous terrain of Western Maine sometimes makes it necessary to place communication equipment on prominent mountaintops in times of forest fires or other emergencies. The need for that capability is very real in the Bigelow area. The existing Tower could be used to house and secure expensive, portable radio equipment on a temporary basis. Thus, the Tower should remain and also be maintained so that it is not a visual detraction. The cabins serve the worthwhile function of providing living quarters for campsite caretakers and should be used and maintained for that purpose.

***MFS owns the tower which is in very poor condition due to vandalism and the elements.***

***BP&L owns the cabin which needs repairs to the roof and sills, and is in use by the MATC volunteer caretaker program.***

### **OUTHOLDINGS AND LEASES**

The existing out holdings and leases within the Preserve boundaries are on private lands and have been in existence for many years, with most dating back to the 1940's. As currently used, they do not affect the public's use of or the character of the Preserve in any significant manner. This, there is no overriding need to acquire any of those existing parcels or lease. There is always the potential that a significant conflict between the private owners and the Preserve management could arise. If it does, the Bureau will consider ways of resolving such conflicts, including acquisition of the outstanding interest. In addition, the Bureau of Public Lands will discuss with CMP their leasing policy with the objective of limiting further leasing of land by CMP within the Preserve Boundaries.

***Bureau routinely coordinates with abutting landowners on leases and other administrative items that impact the Preserve.***

***The Wing Camp on the lake just east of the Bigelow Lodge is still unresolved though the***



*current spokesperson has indicated a willingness to sign a lease.*

There may be lands adjacent to the Preserve that, if acquired, would enhance the overall management of the Preserve. The Bureau of Public Lands will pursue such opportunities if these lands are placed on the market and money is available.

***The Bureau has acquired parcels that abut the Preserve (Fotter Parcel in Wyman, Huber Parcel in Carrabassett Valley and Wyman , and the Labonte Parcel in Coplin Plt.)***

## **REVENUES**

The Bureau of Public Lands will hold all revenues received from the Preserve. From this money, the Bureau will hire and equip a Preserve Manager. In addition, the Bureau will pay the cost of developing and maintaining recreation facilities and wildlife enhancement projects. As with all other parcels managed by the Bureau of Public Lands, revenue generated in the Preserve will not be dedicated solely for use within the Preserve. If money received is above the cost of providing for the Preserve Manager and basic facilities development and maintenance, it will be used where it will benefit the natural resources and public enjoyment of the Public Reserved Lands.

Conversely, money generated on other Public Lands can be used to fund major projects with the Preserve.

## **Appendix D**

### **Bigelow Lodge Operations Guidelines**

**Summer Season:** Memorial Day weekend through Columbus Day weekend.

Filters for determination of appropriate summer use and priority:

1. Is consistent with the management objectives of the Bigelow Preserve.
2. Is consistent with the objectives and purposes of the Department of Conservation and does not conflict with other uses of the Bigelow Preserve.
3. Reduces expenditures by the State or saves money from State funded programs and does not conflict with the objectives of the Bigelow Preserve or the Department of Conservation.

In all cases, Parks & Lands must recover costs associated with the use.

Daily cost will be determined as \$150.00 plus staff time expense above the initial contact, plus the cost of any extra materials. The charge for a single nights stay would be a minimum of \$300.00. The maximum stay allowed is seven days, six nights at a minimum charge of \$1,050.00.

**Winter Season:** January – March weekends and February school vacation week.

The building will be open for day use by winter recreational visitors. Day use privileges include use of the open fire for cooking on a stick, enjoying a snack and/or beverage brought along or provided by the Bureau and use of the chemical toilet in the basement. Donations will be accepted to cover costs of supplies.

The Bureau encourages volunteers to assist in running the lodge in the winter. The presence of a volunteer allows the Bureau attendant to inspect trail conditions and to interact with the visitors in a casual, unhurried pace. In addition to the personal benefits of volunteering, volunteers bring their own experiences and guidance to enhance the experiences of the public. Up to four adult volunteers per day may sign up to help run the winter program. Volunteer duties include meeting and greeting visitors, preparing and serving hot drinks and snacks, preparing and stacking fire wood, maintaining the fires in the fireplace and woodstove, fetching water to be boiled for drinking and cleaning of the facilities. Volunteers provide their own transportation to and from the lodge. They have the option of spending the night between consecutive days of volunteering. They provide all their own food and bedding. Organized snowmobile or cross country ski clubs will be paid a stipend for providing volunteers to staff the lodge during the winter program.

The Bureau will also allow individuals not associated with an organized club to volunteer for this opportunity. The stipend will not be available to individuals as it is intended to support organizations that are active partners in stewardship of the trails.

## **Appendix E**

### **Deed Restrictions Mount Abraham Property**

**Appendix E-1: Quitclaim Deeds (dated March 25, 2002) from the Appalachian Trail Conference donating two parcels (approximately 4,033 acres in Mount Abraham Township and 1,045 acres in Salem Township) to the State of Maine subject to a Conservation Easement.**

**Conservation Easement on Mount Abraham parcels (dated March 25, 2002).**

**Appendix E-2: Quitclaim Deed from Meadwestvaco Oxford Company to State of Maine (dated September 29, 2004) for fee sale of approximately 1,153 acres subject to a Conservation Easement.**

**Conservation Easement on Mount Abraham parcel (dated September 29, 2004).**

## Appendix E-1

**QUITCLAIM WITH COVENANT DEED**

**THE APPALACHIAN TRAIL CONFERENCE**, sometimes known as **APPALACHIAN TRAIL CONFERENCE**, a District of Columbia non-profit organization with its principal place of business in Harpers Ferry, West Virginia, and with a mailing address of 799 Washington Street, Harpers Ferry, WV 25425-0807, the consideration being a gift to the State of Maine, grants to **THE STATE OF MAINE**, acting by and through its **DEPARTMENT OF CONSERVATION**, pursuant to Title 12, M.R.S.A. Sections 1850(1) and 1805, and Title 5, M.R.S.A., Section 6200 et seq., and with a mailing address of 22 State House Station, Augusta, ME 04333-0022 **WITH QUITCLAIM COVENANT**, the following described premises:

A certain lot or parcel of land located in **Salem Township**, Franklin County, Maine, being more fully set forth and described as follows, to wit:

Beginning at a 5/8 inch rebar set on the northerly town line of Salem Township, being the southerly town line of Mount Abraham Township, and located 4,745 feet from a stone post marking the northeasterly corner of said Salem;

Thence South 24° 16' 54" West 2,751 feet through land of the grantor to a 5/8 inch rebar set;

Thence South 41° 41' 50" West 6655 feet through land of the grantor to a 5/8 inch rebar set on the northerly line of land of Merritt E. Belleisle, Jr.;

Thence South 79° 34' 40" West 3599 feet along the northerly line of land of said Belleisle to a corner;

Thence South 18° 41' 45" East 644 feet along the westerly line of land of said Belleisle to the northeasterly corner of land of Ruth Bunnell;

Thence South 59° 45' 05" West 1278 feet more or less along the northerly line of land of said Bunnell to a corner marked by a pile of stones at land now or formerly of John J. Collins;

Thence North 18° 41' 45" West 990 feet along the easterly line of land of said Collins to a corner marked by a wood post;

Thence South 59° 10' 20" West 1402 feet along the northerly line of land of said Collins to a corner;

Thence North 19° 04' 00" West 599 feet along line of land of said Collins to a corner;

Thence North 10° 29' 09" West 2834 feet along line of land of said Collins to a corner marked by a pile of stones;

Thence North 79° 49' 46" East 4986 feet along the southerly line of land of said Collins to a corner marked by a pile of stones;

Thence North 10° 10' 54" West 2523 feet along the easterly line of land of said Collins to a corner on the southerly line of land of Mead Oxford Corporation;

Thence North 79° 49' 46" East 1574 feet along the southerly line of land of said Mead to a corner;

Thence North 72° 40' 54" East 1227 feet along the southerly line of land of said Mead to a corner marked by a wood post;

Thence North 10° 24' 03" West 903 feet along the easterly line of land of said Mead to a point on the northerly town line of Salem;

Thence North 80° 02' 48" East 5290 feet along the Salem town line to the point of beginning.

Containing 1045 acres and being shown on a plan of land entitled "Plan of Land of John Distefano to be Conveyed to Appalachian Trail Conference, Salem TWP., Franklin County, Maine" dated December 14, 2000 and prepared by Acme Engineering & Design, Inc., New Vineyard, Maine, recorded in said Registry on December 18, 2000 as P #3719. A reduced scale copy of said plan is attached to the deed from John A. Distefano to the Grantor herein, and recorded in Book 1977, Page 128 (hereinafter "the Sketch Plan").

**TOGETHER WITH** any and all right, title and interest of the Grantor in and to those lands shown on the Sketch Plan as are located between the above-described premises and the lines marked on the Sketch Plan as "LINE AS MARKED ON GROUND", and being generally shown on the Sketch Plan as "Additional Lands".

Maine Real Estate  
Transfer Tax Not Necessary

TOGETHER WITH a right of way for all purposes, including public recreation across two rights of way located on retained land of the Grantor, the general location of such ways being shown on the Sketch Plan as ROW #1 and ROW #2.

TOGETHER WITH a right of way to and from the above described premises as is more fully set forth and described in a Deed of Easement from Richard E. Oliver to John A. Distefano dated June 22, 1999 and recorded in the Franklin County Registry of Deeds in Book 1853, Page 314, subject to the terms and conditions of said deed. The right of way and easement herein conveyed shall run with the land and be for the benefit of the Grantee, its successors and assigns.

Being the same premises conveyed by John A. Distefano, dated December 18, 2000 and recorded in said Registry in Book 1977, Page 128.

**SUBJECT TO** a Conservation Easement granted by The Appalachian Trail Conference to The Nature Conservancy of the Pine Tree State, Inc., dated March 25<sup>th</sup>, 2002 and recorded simultaneously with and preceding this conveyance.

IN WITNESS WHEREOF, the said The Appalachian Trail Conference has caused these presents to be executed and sealed in its name and behalf by DAVID N. STARTZELL, its duly authorized Executive Director this 25<sup>th</sup> day of March, 2002.

THE APPALACHIAN TRAIL CONFERENCE

By: David N. Startzell  
Its: Executive Director  
David N. Startzell

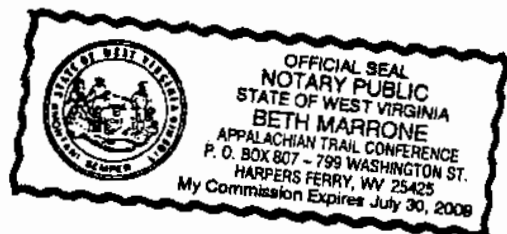
STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON

March 25, 2002

Thence, personally appeared the above named David N. Startzell, the duly authorized Executive Director of said corporation and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Beth Marrone  
Notary Public  
Printed Name: Beth Marrone  
My commission expires: July 30, 2009



CONSENT OF COMMISSIONER

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing Quitclaim Deed with Covenant. Executed this 27<sup>th</sup> day of March, 2002.

STATE OF MAINE  
Department of Conservation

By: Ronald B. Lovaglio  
Ronald B. Lovaglio, Its Commissioner

STATE OF MAINE  
County of Kennebec

Date: March 27, 2002

Then personally appeared the above-named Ronald B. Lovaglio, Commissioner of the Maine Department of Conservation and acknowledged the execution of the within Consent of Commissioner as his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

Gale Ross

Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal: \_\_\_\_\_

SEAL

GALE ROSS  
Notary Public  
Commission Expires 12-12-03

FRANKLIN COUNTY  
Susan A. Black  
Register of Deeds

*Given by  
August*

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that THE APPALACHIAN TRAIL CONFERENCE, a West Virginia nonprofit organization with its principal place of business and mailing address at 799 Washington Street, Harpers Ferry, West Virginia 25425-0807, the consideration being a gift to the State of Maine, grants to THE STATE OF MAINE, acting by and through its DEPARTMENT OF CONSERVATION, pursuant to Title 12, M.R.S.A. Sections 1850(1) and 1805, and Title 5, M.R.S.A., Section 6200 et seq., and with a mailing address of 22 State House Station, Augusta, ME 04333-0022, with quitclaim covenant, that certain lot or parcel of land situated in Mt. Abram Township, County of Franklin, and State of Maine, more particularly described and shown on Exhibit A attached hereto and made a part hereof.

For Grantor's title, reference may be had to a quitclaim with covenant deed from Plum Creek Maine Timberlands, LLC, dated September 17, 1999, and recorded in the Franklin County Registry of Deeds, Book 1881, Page 37.

SUBJECT TO a Conservation Easement granted by The Appalachian Trail Conference to The Nature Conservancy of the Pine Tree State, Inc., dated March 25<sup>th</sup>, 2002 and recorded simultaneously with and preceding this conveyance.

IN WITNESS WHEREOF, the said The Appalachian Trail Conference has caused these presents to be executed and sealed in its name and behalf by DAVID N. STARTZELL, its duly authorized EXECUTIVE DIRECTOR this 25<sup>th</sup> day of March, 2002.

THE APPALACHIAN TRAIL CONFERENCE

By: David N. Startzell  
Its: Executive Director  
David N Startzell

STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON

March 25, 2002

Thence personally appeared the above named David N. Startzell, the duly authorized Executive Director of said corporation and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Beth Marrone  
Notary Public  
Printed Name: Beth Marrone  
My commission expires: July 30, 2009

CONSENT OF COMMISSIONER



Maine Real Estate  
Transfer Tax Not Necessary



## EXHIBIT A

A certain lot or parcel of land situated in the Township of Mt. Abram, County of Franklin, State of Maine and being more particularly described as follows ("Parcel One"):

Beginning at a point located on the south Town Line of Mount Abram Township, said point of beginning being located approximately 4839 feet west along said Town Line from the southeast corner of Mount Abram Township;

Thence N 10 E approximately 3254 feet along lands now or formerly of Plum Creek Maine Timberlands, L.L.C. (hereinafter "Plum Creek") to a point;

Thence N 16-03 W approximately 3671 feet along lands now or formerly of Plum Creek to a point;

Thence N 49-35 W approximately 5191 feet along lands now or formerly of Plum Creek to a point;

Thence N 18-49 W approximately 1436 feet along lands now or formerly of Plum Creek to a point located on the southwest line of lands now or formerly of the Mount Abram Land Company, said point being located approximately 5684 feet in a northwesterly direction along said southwest line as measured from the southeast corner of land now or formerly of the Mount Abram Land Company;

Thence northwest along the southwest line of lands now or formerly of the Mount Abram Land Company to the intersection of said southwest line and the southeast line of lands now or formerly of the United States of America;

Thence southwest along the southeast line of lands now or formerly of the United States of America to the intersection of said southeast line and the northeast line of lands now or formerly of the Mead Oxford Corporation;

Thence southeast along the northeast line of lands now or formerly of the Mead Oxford Corporation to the intersection of said northeast line and the south Town Line of Mount Abram Township;

Thence east along the south Town Line of Mount Abram Township to the point of beginning.

Meaning and intending to convey 2,988 acres, more or less. The property herein described is delineated as "Parcel One" on the map attached hereto. The above bearings and distances are not the result of an actual survey and were derived using coordinates from UTM Zone 19 (NAD 83) meters. All bearings are relative to UTM Zone 19 grid north.

The above-described property is conveyed subject to existing easements, whether prescriptive or of record, including, without limitation, for established or existing roads, trails, driveways, railroads, and rights-of-way, and road use agreements, rights of the general public, and utility easements.

Also meaning and intending to convey a non-exclusive right-of-way for traditional ingress and egress on foot and/or by vehicle along existing roads owned by Grantor but not for utilities, in common with Grantor, its successors, assigns and others following the approximate course of the lines between Point A and Point B, Point B to Point C, and Point D to Point E as shown on Exhibit A attached hereto.

The above referred to right-of-way is conveyed upon the following terms and conditions:

A. The rights granted herein are solely for access to Parcel One described above and shall not be used for access to any other premises.

B. Grantee acknowledges and agrees that the primary purpose of the roadway is for timber harvesting

- and forest management and that Grantor, its successors and assigns, agents, contractors and invitees shall have priority use of the right-of-way at all times.
- C. Grantor shall be under no obligation to maintain, repair or improve said roadway or trail and Grantor may abandon its use at its discretion at any time.
  - D. Grantee may, but shall be under no obligation to, maintain, repair or improve said roadway, provided that it shall repair any damage caused by its use of said roadway and in the event Grantee maintains, repairs or improves the roadway it shall do so only in accordance with such reasonable standards as may be established by Grantor from time to time.
  - E. Grantee shall comply with all federal and state and local laws, ordinances and regulations in its use, maintenance, repair and improvement of said roadway.
  - F. Grantee agrees not to build or alter any trails, roads, culverts or bridges without prior written consent of Grantor, which consent shall not unreasonably be denied.
  - G. There are no easements conveyed across land of Grantor along or over said right-of-way for electrical, telephone or other utility services and said right-of-way shall not be used by Grantee for such purposes.
  - H. Grantor retains the right to close, lock or otherwise restrict access along or through this right-of-way at any time when it appears reasonably necessary to protect the safety of persons or Grantor's property. Grantee acknowledges and agrees that vehicular access along said right-of-way may be so restricted. Grantee shall be furnished keys to any locked gates or other locked impediments to travel, said keys to be used only by Grantee and in which case said barriers shall remain open and unlocked only long enough to permit passage and shall not be left unlocked and unattended.
  - I. Grantee shall under no circumstances close, lock or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Grantor.
  - J. Grantor shall be entitled to the stumpage value of all wood cut by Grantee on said right-of-way.
  - K. Grantor shall have the right, but not the obligation, to change the location of said roadway from time to time.

Also meaning and intending to assign certain non-exclusive easements and rights-of-way sixty (60) feet in width in common with Grantor, its successors and assigns and others on land now or formerly of the Mount Abram Land Company following the approximate course of the line between Point C and Point D as shown on Exhibit A attached hereto. Said right-of-way between Point C and Point D on land now or formerly of the Mount Abram Land Company is subject to the terms and conditions contained in deed from the Mount Abram Land Company to the S.D. Warren Company dated September 17, 1997 and recorded in the Franklin County Registry of Deeds in Book 1724 Page 303.

Also meaning and intending to convey in common with Grantor, its successors and assigns and others, an interest, if any, as is appurtenant to the above-described premises to use the right-of-way over the road extending from the West Kingfield Road, so-called, to the west Town Line of Kingfield, provided, however, this interest in the right-of-way is conveyed without any warranties, covenants or representations whatsoever and intends to convey only a portion of the interest, if any, Grantor may have in said road.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

Grantor does not convey to Grantee any other easement for access, utilities or the like except as provided above, and Grantee, its successors and assigns hereby waives any claim, now or in the future for any easement by implication, necessity or estoppel, except as set forth herein. All of the rights, privileges, restrictions, terms and conditions contained herein shall inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.

CONSENT OF COMMISSIONER

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing Quitclaim Deed with Covenant. Executed this 27<sup>th</sup> day of March, 2002.

STATE OF MAINE  
Department of Conservation

By: *Ronald B. Lovaglio*  
Ronald B. Lovaglio, Its Commissioner

STATE OF MAINE  
County of Kennebec

Date: March 27, 2002

Then personally appeared the above-named Ronald B. Lovaglio, Commissioner of the Maine Department of Conservation and acknowledged the execution of the within Consent of Commissioner as his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

SEAL

*Gale Ross*

Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal:

GALE ROSS  
Notary Public  
Commission Expires 12-12-03

FRANKLIN COUNTY

*Susan A. Black*  
Register of Deeds

*Grant  
2/29/02*

CONSERVATION EASEMENT on MOUNT ABRAHAM  
Salem Township and Mount Abram Township, Franklin County, Maine

THIS INDENTURE made this 25<sup>th</sup> day of March, 2002, by and between:

THE APPALACHIAN TRAIL CONFERENCE, a non-profit corporation organized and existing under the laws of the District of Columbia having a place of business and mailing address at 799 Washington Street, Harpers Ferry, West Virginia, 25425 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns) and

THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., a non-profit corporation organized and existing under the laws of the State of Maine and qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Sections 476, et seq., as amended, having its headquarters at 14 Maine Street, Suite 401, Brunswick, Maine 04011, (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns).

RECITALS

WHEREAS, the Grantor is the sole owner of approximately 4,033 acres of land encompassing a significant portion of Mount Abraham, in Mount Abram Township (approximately 2,988 acres) and Salem Township (approximately 1,045 acres), Franklin County, Maine (hereinafter the "Protected Property");

WHEREAS, Mount Abraham, which rises to the elevation of 4,049 feet, is one of only thirteen peaks in Maine above 4,000 feet and one of only three not currently protected in public or conservation ownership;

WHEREAS, Mount Abraham, based upon the results of a detailed natural resource inventory, was found to have some of the best alpine habitat in Maine outside of Mount Katahdin and a mosaic of alpine and sub-alpine ecosystems that is as extensive as on any mountain in the Northeastern United States;

WHEREAS, Mount Abraham is known to provide habitat for at least eight species of rare plants and several rare animals;

WHEREAS, the large, unroaded and unfragmented slopes of Mount Abraham include a number of significant undisturbed natural communities including old growth forests;

WHEREAS, Mount Abraham is a prominent landmark including a four mile ridgeline above treeline; that provides a scenic backdrop for the Town of Kingfield and is prominently visible from the Appalachian Trail;

WHEREAS, Mount Abraham, which provides spectacular views of the surrounding Western Maine Mountains, is a popular hiking destination both as a side trip from the Appalachian Trail along a 1.7 mile side trail or from the valley via the Firewarden's Trail;

WHEREAS, in 1999, the Maine Legislature passed legislation providing for the designation of Ecological Reserves to maintain representative examples of natural communities and native ecosystems in a natural condition to protect Maine's biological diversity, to serve as benchmarks against which environmental change can be measured, to protect sensitive habitat for species whose

habitat needs are unlikely to be met on lands managed for other purposes, and to provide sites for scientific research, long-term environmental monitoring and education;

WHEREAS, the Maine Bureau of Parks and Lands, in its Integrated Resource Policy (adopted December 18, 2000), established policies to implement the legislative mandate for Ecological Reserves on public lands managed by the Bureau;

WHEREAS, Grantor intends to donate the Protected Property to the State of Maine to ensure its preservation in its natural condition;

WHEREAS, the Protected Property is to be conveyed as, and accepted as, an Ecological Reserve by the State of Maine through its Director of the Bureau of Parks and Lands, Department of Conservation and pursuant to Title 12 Maine Revised Statutes Annotated Section 1805;

WHEREAS, preservation of Mount Abraham as an Ecological Reserve will ensure that its ecological, scenic and recreation values are protected for future generations;

NOW, THEREFORE, the Grantor, in consideration of the foregoing and of the agreement of the Holder to accept the rights herein granted and enforce in perpetuity the restrictions contained herein, and in consideration of the payment of one dollar and other valuable consideration paid by the Holder, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT with QUITCLAIM COVENANT, in perpetuity, a perpetual easement over the Protected Property, being the same premises described in Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof by reference, as follows:

### 1. PURPOSE.

This Conservation Easement on the Protected Property is granted exclusively for the following conservation purposes:

It is the purpose of this conservation easement to assure that the Protected Property will be retained forever predominantly in its unroaded, unfragmented, and natural condition to protect the native flora and fauna and to allow natural ecological processes to proceed with minimal interference or manipulation from human activity. It is intended that the Protected Property be managed as an Ecological Reserve to maintain the Protected Property in its natural condition to serve as a benchmark against which biological and environmental change can be measured, to protect habitat for those species whose habitat needs are unlikely to be met on lands managed for other purposes, to serve as a site for ongoing scientific research, long-term environmental monitoring, and education, and to allow for non-motorized recreation opportunities that do not adversely impact the ecological values of the Protected Property.

### 2. GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY.

Except for the rights specifically conveyed to the Holder, and except for the restrictions expressly created by this Conservation Easement, the Grantor reserves and 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.

### 3. PERMITTED ACTIVITIES.

The following activities are permitted uses of the Protected Property:

**3.1 Non-motorized Recreation.** The Protected Property may be used for non-motorized recreation by the public including hiking, cross-country skiing, hunting, fishing, trapping, and primitive camping, insofar as such activities are consistent with the purposes of this easement.

**3.2 Construction and maintenance of trails, minor recreational structures and campsites.** Construction and maintenance of pedestrian trails is permitted as prescribed in the Management Plan in accordance with Section 5 herein and provided that the impact on protected natural resource values is minimal and that such trails are consistent with the purpose of this Conservation Easement. Minor structures associated with permitted recreational uses including, but not limited to, trail improvements such as markers, signs, steps, rails, bog bridges, and water bars, gates and other barriers to prevent unauthorized access by motor vehicles are permitted. Construction of campsites is permitted as prescribed in the Management Plan in accordance with Section 5 herein, provided that structures associated with primitive campsites shall be limited to a privy, fire ring, tent pad, 3-sided shelter and picnic table and shall be limited to locations where the impact on protected natural resource values is minimal. Construction, maintenance and proper management of privies and similar low-impact facilities to ensure the safe disposal of human waste are permitted.

**3.3 Use of Existing Road.** Operation of motorized vehicles on the existing road, as identified in Exhibit B is permitted subject to restrictions by the State of Maine Department of Conservation.

**3.4 Existing Cabin and Accessory Structures.** The existing cabin and associated structures as identified in Exhibit B, may be maintained and replaced, but not expanded, for scientific, administrative, educational, and recreational uses consistent with the purpose of this Conservation Easement and a new associated privy may be constructed and maintained.

**3.5 Boundary Markings.** The boundary of the Protected Property may be marked with boundary markers and signs may be placed to provide the public with information about the Protected Property and its permitted uses.

**3.6 Scientific Research.** Non-manipulative scientific research may be conducted on the Protected Property including the construction of temporary non-residential structures associated with such research provided that such structures do not have an adverse impact on the natural resources of the Protected Property.

**3.7 Environmental Education.** The Protected Property may be utilized for environmental education activities by both public and private institutions insofar as such activities are not inconsistent with the purposes of this easement.

**3.8 Tree Removal.** The limited removal of trees and vegetation associated with permitted uses such as the construction of trails and campsites is permitted.

**3.9 Natural Community and Rare Species Conservation.** Management of the Property should allow for natural ecological processes to proceed with minimal interference or manipulation, except where the Management Plan in accordance with Section 5 specifies that active management is necessary to replicate natural processes that maintain the natural communities protected by this Conservation Easement and the rare species associated with them.

**3.10 Control of Wildfires.** Control of active wildfires shall be permitted provided that fire control activities shall seek to minimize long term impacts on the vegetation and topography of the Protected Property.

#### 4. PROHIBITED ACTIVITIES.

The following activities are prohibited as follows:

**4.0 Structures.** There shall be no construction or placing of any building, mobile home, tower, antenna, utility poles, asphalt or concrete pavement, or any other temporary or permanent structure or facility on or above the Protected Property, except as specifically provided for herein.

**4.1 Timber Harvesting.** Timber harvesting and salvage harvesting (also known as removal of dead or damaged trees to recover economic value that would be otherwise lost) are prohibited.

**4.2 Surface Alterations.** Mining or removal of minerals, sand, gravel or topsoil, filling, dumping excavating, alteration of water bodies, or other surface alterations are prohibited, except that minor surface alterations associated with permitted uses such as the construction of trails and campsites and maintenance of the existing road are permitted as minimally required to carry out those specific uses. All surface alterations shall be conducted and completed in a manner to prevent soil erosion and prevent damage to wetlands, fragile plant communities and wildlife habitat and so that the disturbed surrounding areas are restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

**4.3 Storage and Dumping.** Storage or dumping of ashes, trash, garbage or other unsightly or offensive material, hazardous substance, or toxic waste is prohibited.

**4.4 Use of Pesticides and Sanitation Harvests.** The use of pesticides and sanitation harvests (the removal of trees that have been attacked or are in imminent danger of attack by insects or disease in order to prevent these insects or diseases spreading to other trees) to control insect and disease outbreaks is prohibited, except as approved by Holder, and prescribed in the Management Plan in accordance with Section 5 herein, which shall only prescribe such use when necessary to respond to a specific threat to the function of a native ecosystem or managed wildlife habitat (as described in Section 3.9), a specific threat to human health or safety, or a condition likely to result in significant damage to adjacent lands if control is not exercised. In such instances, the control method with the least environmental impact shall be utilized.

**4.5 Subdivision.** The Protected Property may not be divided, subdivided, partitioned or otherwise conveyed in parcels or lots, except that Grantor may enter into boundary line agreements with abutting parcel owners to establish, document, or confirm existing boundaries and other pre-existing rights and resolve boundary line disputes with abutters. In addition to the foregoing, any portion of the Protected Property may be conveyed to a non-profit or governmental entity that satisfies the requirements of Code Section 170(h)(3), as amended (or successor provisions thereof) and the requirements of Section 476(2) of Title 333 of the Maine revised Statutes Annotated, as amended (or successor provisions thereof), to be retained for conservation ownership, subject to the terms of this Conservation Easement.

**4.6 Motorized vehicles.** Motorized vehicle use on the Protected Property is prohibited, except on the existing road, or roads and trails approved under Section 4.7 as provided herein and subject to additional restrictions by the State of Maine Department of Conservation . . .

**4.7 New Roads and Motorized Trails.** New roads or motorized trails are prohibited. Exceptions are discouraged and will only be made as approved by Holder and prescribed in the Management Plan in accordance with Section 5 herein, which shall only permit such use when all of the following criteria have been met: the Protected Property will continue in a predominantly unroaded and

unfragmented condition and the impact on protected natural resource values is minimal, the proposed road or motorized trail will provide a crucial link in a significant road or trail system, and there are no safe, cost-effective alternatives. Any new roads or motorized trails approved as a result of this section are to be located near the periphery of the property to protect the interior of the Protected Property's unroaded and unfragmented condition.

#### **5. MANAGEMENT PLAN.**

A Management Plan with the objective of maintaining the Protected Property as an Ecological Reserve and meeting the purpose and terms of this Conservation Easement will be prepared by Grantor, with public involvement, and updated at least once every ten years, or a period of time mutually agreed upon by Grantor and Holder, to address naturally occurring changes in the Protected Property, public use of the Protected Property, ongoing monitoring and research, and advancements in scientific understanding. Preparation of the Management Plan by Grantor shall involve a professional forest ecologist or conservation biologist selected in consultation with Holder. The Plan shall include proposed activities associated with preserving the Protected Property as an Ecological Reserve, permitted recreational, scientific research, natural community and rare species conservation, and environmental education uses of the Protected Property as provided for in Section 3 herein. Furthermore, the Plan shall include any proposed uses associated with Sections 4.4 and 4.7 herein, along with information demonstrating that the necessary criteria for such uses have been met and that such activities are consistent with purpose of this Conservation Easement. The parties acknowledge that the Holder may review the Management Plan for consistency with the purpose and terms of this Easement, but is not entitled or required to approve the Management Plan. Notwithstanding the preceding sentence, in the event of the failure of the Grantor to provide a Management Plan consistent with the terms of this Easement or to manage the Protected Property in accordance with the adopted Management Plan, the Holder may seek a remedy in accordance with Section 6. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Easement or that resulting activities could result in a violation of this Easement, the Holder may provide written comments to the Grantor identifying and explaining those portions of the plan that are inconsistent and notifying the Grantor that such inconsistencies may result in a violation of the Easement. Holder may also recommend what actions are necessary to bring the Plan in compliance with the Conservation Easement. If the Holder determines that inconsistencies have resulted or are threatening to result in a violation of the Easement, the Holder may seek a remedy for such violation under Section 6.

#### **6. RIGHTS OF HOLDER.**

To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the Grantor to the Holder:

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



**6.2 Notice of Violation.** In the event the Holder determines that a violation of the terms and conditions herein set forth has occurred, is in existence, or is threatened to occur, Holder shall give notice to Grantor of such violation via certified mail, return receipt requested.

**6.3 Remedies.** If Grantor fails within thirty (30) days after receipt of notice to cure such violation, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period and continues such remedial action to completion, then Holder may, after seven (7) days written notice to Grantor, bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation or threatened violation by temporary or permanent injunction, and/or to require the restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable, and/or to otherwise recover monetary damages for a violation of this Easement.

**6.4 Natural events.** Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring action against Grantor for any injury or change to the Protected Property resulting from natural events beyond Grantor's control, including but not limited to fire, flood, storm, changes in climatic conditions, soil or water contaminants introduced onto the Protected Property by third parties, 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 Protected Property resulting from such causes.

**6.5 Assignment.** Holder is granted the right to assign this Conservation Easement after prior consultation with Grantor. Any assignment is to be to an assignee 1) that commits, as a condition of the transfer, to carry out the conservation purposes of this grant, 2) that satisfies the requirements of Section 476(2)(A) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and 3) that is a qualified donee under Section 170(h) of the Internal Revenue Code and relevant treasury regulations promulgated in furtherance thereof.

## **7. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

**7.1 Transfer of title.** Grantor agrees, after prior consultation with Holder, to notify the Holder in writing at least thirty (30) days before transfer of title of the Protected Property by sale, lease or any other means.

**7.2 Notices.** Until modified by notice in writing, any required notices to be given by either party shall be made by certified mail, return receipt requested, addressed to:

Holder: THE NATURE CONSERVANCY, 14 Maine Street, Suite 401, Brunswick, Maine 04011.

Grantor: THE APPALACHIAN TRAIL CONFERENCE, P.O. Box 807, 799 Washington Street, Harpers Ferry, West Virginia, 25425

**7.3 Maintenance.** Except as expressly provided to the contrary herein, Grantor retains responsibility for use and control over the Protected Property and shall bear all costs and liabilities of every kind related to the ownership, operation, control, maintenance, taxation or otherwise with respect to the Protected Property.

## **8. MISCELLANEOUS PROVISIONS.**

**8.1 Applicable Law.** 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, and the Conservation Easement shall be construed under the Laws of the State of Maine.

**8.2 Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, judgment shall be made in favor of accomplishing the conservation purposes of this grant.

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

**8.4 Recordation.** This Conservation Easement and any amendment or assignment hereof shall be recorded at the Franklin County Registry of Deeds. A copy of this Conservation Easement shall be delivered and incorporated by reference in any subsequent deed, probate decree, or legal instrument that conveys any interest, (including a leasehold) in the Protected Property.

**8.5 Baseline Documentation.** The condition of the Protected Property at the time of this grant is evidenced by reports, photographs, and maps possessed by the Holder, in a compilation known as the "Baseline Data," 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.

**8.6 Amendment and Discretionary Approvals.** Any discretionary consent by Holder, permitted by this Conservation Easement for uses that are conditional or not expressly reserved by Grantor, and any legally permissible amendment hereto, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Holder has no right or power to consent to any use that would result in substantial alteration to the natural resources of the Protected Property, would permit building development of the Protected Property, that would affect its perpetual duration, or that would impair the qualification of this Conservation Easement under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., or Section 170(h) of the Internal Revenue Code. Any such amendment shall be recorded at the Franklin County Registry of Deeds.

**8.7 Condemnation.** If the Protected Property, or any portion thereof, shall be taken by condemnation or right of eminent domain, as to abrogate in whole or in part the Conservation Easement conveyed hereby, the Grantor and Holder shall be each entitled to receive a portion of the proceeds of the award, if any, in proportion to their respective interests in the Protected Property at the time of the condemnation. Holder agrees to cooperate with Grantor in any eminent domain proceeding or threat thereof, brought by an entity other than Holder, in order to maximize the value of all interests in the Protected Property subject to said proceeding.

**8.8 Extinguishment.** In the event this Conservation Easement is extinguished, which may be accomplished only by court proceedings, or with the express consent of the Legislature, the Holder shall be entitled to receive any proceeds of a subsequent sale that pertain to the extinguishment of Holder's rights and interests herein. The inability to carry on any or all of the uses permitted on the Protected Property shall not impair the validity of this Conservation Easement or be considered grounds to terminate it or alter its terms.

THE HOLDER by accepting and recording this Conservation Easement Deed agrees for itself, its successors and assigns, 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 values to be protected hereby.

TO HAVE AND TO HOLD the said Conservation Easement including all development rights, covenants, and restrictions conveyed thereby, with all the privileges and appurtenances thereof, unto the said The Nature Conservancy of the Pine Tree State, Inc., and its successors and assigns, to its own use and behoof forever.

AND THE GRANTOR DOES COVENANT AND AGREE with the Holder and its successors and assigns that it will WARRANT AND FOREVER 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.

END OF EASEMENT TERMS

IN WITNESS WHEREOF, the said Grantor by and through DAVID N. STARTZELL, its EXECUTIVE DIRECTOR, herunto duly authorized, has caused these presents to be signed and sealed in its corporate name on the day first written above.

THE APPALACHIAN TRAIL CONFERENCE

David N. Startzell  
By: Executive Director  
Its: David N Startzell

STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON

Date: March 25, 2002

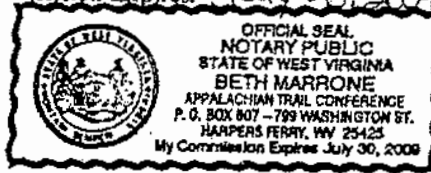
Personally appeared David N. Startzell, the Executive Director and authorized representative of the above-named Grantor, THE APPALACHIAN TRAIL CONFERENCE, and acknowledged the

foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

*Beth Marrone*

Notary Public  
Print Name: Beth marrone  
My Commission Expires: July 30, 2009  
Seal:



**HOLDER ACCEPTANCE**

The above and foregoing Conservation Easement was authorized to be accepted by THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC. and \_\_\_\_\_, it does hereby accept on behalf of THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., the above and foregoing Conservation Easement, this \_\_\_\_\_ day of 2002.

THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC.

By:  
Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND.  
2002

Date: March ,

Personally appeared the above-named \_\_\_\_\_, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his capacity as \_\_\_\_\_ of THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., and the free act and deed of the said The Nature Conservancy of the Pine Tree State, Inc.

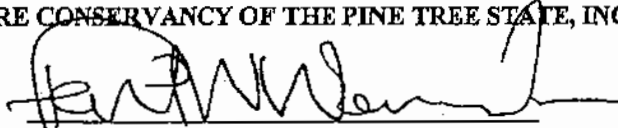
Before me

Notary Public/Attorney at Law  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Seal:

**HOLDER ACCEPTANCE**

The above and foregoing Conservation Easement was authorized to be accepted by THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC. and Kent W. Wommack, its Vice President, does hereby accept on behalf of THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., the above and foregoing Conservation Easement, this 25<sup>th</sup> day of March, 2002.

THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC.



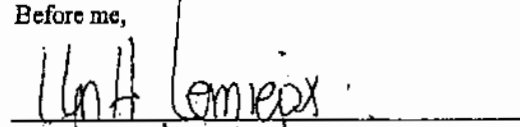
By: Kent W. Wommack  
Its: Vice President

STATE OF MAINE  
COUNTY OF CUMBERLAND.

Date: March 25, 2002

Personally appeared the above-named Kent W. Wommack, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his capacity as Vice President of THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC., and the free act and deed of the said The Nature Conservancy of the Pine Tree State, Inc.

Before me,



Notary Public/Attorney at Law

Print Name: Lyn H. Lemieux

My Commission Expires:

Seal:

**LYN H. LEMIEUX**  
**Notary Public**  
My commission expires  
October 10, 2005

## EXHIBIT A

## PARCEL I:

A certain lot or parcel of land located in Salem Township, Franklin County, Maine, being more fully set forth and described as follows, to wit:

Beginning at a 5/8 inch rebar set on the northerly town line of Salem Township, being the southerly town line of Mount Abraham Township, and located 4,745 feet from a stone post marking the northeasterly corner of said Salem;  
 Thence South 24° 16' 54" West 2,751 feet through land of the grantor to a 5/8 inch rebar set;  
 Thence South 41° 41' 50" West 6655 feet through land of the grantor to a 5/8 inch rebar set on the northerly line of land of Merritt E. Belleisle, Jr.;  
 Thence South 79° 34' 40" West 3599 feet along the northerly line of land of said Belleisle to a corner;  
 Thence South 18° 41' 45" East 644 feet along the westerly line of land of said Belleisle to the northeasterly corner of land of Ruth Bunnell;  
 Thence South 59° 45' 05" West 1278 feet more or less along the northerly line of land of said Bunnell to a corner marked by a pile of stones at land now or formerly of John J. Collins;  
 Thence North 18° 41' 45" West 990 feet along the easterly line of land of said Collins to a corner marked by a wood post;  
 Thence South 59° 10' 20" West 1402 feet along the northerly line of land of said Collins to a corner;  
 Thence North 19° 04' 00" West 599 feet along line of land of said Collins to a corner;  
 Thence North 10° 29' 09" West 2834 feet along line of land of said Collins to a corner marked by a pile of stones;  
 Thence North 79° 49' 46" East 4986 feet along the southerly line of land of said Collins to a corner marked by a pile of stones;  
 Thence North 10° 10' 54" West 2523 feet along the easterly line of land of said Collins to a corner on the southerly line of land of Mead Oxford Corporation;  
 Thence North 79° 49' 46" East 1574 feet along the southerly line of land of said Mead to a corner;  
 Thence North 72° 40' 54" East 1227 feet along the southerly line of land of said Mead to a corner marked by a wood post;  
 Thence North 10° 24' 03" West 903 feet along the easterly line of land of said Mead to a point on the northerly town line of Salem;  
 Thence North 80° 02' 48" East 5290 feet along the Salem town line to the point of beginning.  
 Containing 1045 acres and being shown on a plan of land entitled "Plan of Land of John Distefano to be Conveyed to Appalachian Trail Conference, Salem TWP., Franklin County, Maine" dated December 14, 2000 and prepared by Acme Engineering & Design, Inc., New Vineyard, Maine, recorded in said Registry on December 18, 2000 as P #3719. A reduced scale copy of said plan is attached to the deed from John A. Distefano to the Grantor herein, and recorded in Book 1977, Page 128 (hereinafter "the Sketch Plan").

TOGETHER WITH any and all right, title and interest of the Grantor in and to those lands shown on the Sketch Plan as are located between the above-described premises and the lines marked on the Sketch Plan as "LINE AS MARKED ON GROUND", and being generally shown on the Sketch Plan as "Additional Lands".

TOGETHER WITH a right of way for all purposes, including public recreation across two rights of way located on retained land of the Grantor, the general location of such ways being shown on the Sketch Plan as ROW #1 and ROW #2.

TOGETHER WITH a right of way to and from the above described premises as is more fully set forth and described in a Deed of Easement from Richard E. Oliver to John A. Distefano dated June 22, 1999 and recorded in the Franklin County Registry of Deeds in Book 1853, Page 314, subject to the terms and conditions of said deed. The right of way and easement herein conveyed shall run with the land and be for the benefit of the Grantee, its successors and assigns.

Being the same premises conveyed by John A. Distefano to said The Appalachian Trail Conference dated December 18, 2000 and recorded in said Registry in Book 1977, Page 128.

## PARCEL II:

A certain lot or parcel of land situated in the Township of Mt. Abram, County of Franklin, State of Maine and being more particularly described as follows ("Parcel One"):

Beginning at a point located on the south Town Line of Mount Abram Township, said point of beginning being located approximately 4839 feet west along said Town Line from the southeast corner of Mount Abram Township;

Thence N 10 E approximately 3254 feet along lands now or formerly of Plum Creek Maine Timberlands, L.L.C. (hereinafter "Plum Creek") to a point;

Thence N 16-03 W approximately 3671 feet along lands now or formerly of Plum Creek to a point;

Thence N 49-35 W approximately 5191 feet along lands now or formerly of Plum Creek to a point;

Thence N 18-49 W approximately 1436 feet along lands now or formerly of Plum Creek to a point located on the southwest line of lands now or formerly of the Mount Abram Land Company, said point being located approximately 5684 feet in a northwesterly direction along said southwest line as measured from the southeast corner of land now or formerly of the Mount Abram Land Company;

Thence northwest along the southwest line of lands now or formerly of the Mount Abram Land Company to the intersection of said southwest line and the southeast line of lands now or formerly of the United States of America;

Thence southwest along the southeast line of lands now or formerly of the United States of America to the intersection of said southeast line and the northeast line of lands now or formerly of the Mead Oxford Corporation;

Thence southeast along the northeast line of lands now or formerly of the Mead Oxford Corporation to the intersection of said northeast line and the south Town Line of Mount Abram Township;

Thence east along the south Town Line of Mount Abram Township to the point of beginning.

Meaning and intending to convey 2,988 acres, more or less. The property herein described is delineated as "Parcel One" on the map attached hereto. The above bearings and distances are not the result of an actual survey and were derived using coordinates from UTM Zone 19 (NAD 83) meters. All bearings are relative to UTM Zone 19 grid north.

The above-described property is conveyed subject to existing easements, whether prescriptive or of record, including, without limitation, for established or existing roads, trails, driveways, railroads, and rights-of-way, and road use agreements, rights of the general public, and utility easements.

Also meaning and intending to convey a non-exclusive right-of-way for traditional ingress and egress on foot and/or by vehicle along existing roads owned by Grantor but not for utilities, in common with Grantor, its successors, assigns and others following the approximate course of the lines between Point A and Point B, Point B to Point C, and Point D to Point E as shown on Exhibit A attached hereto.

The above referred to right-of-way is conveyed upon the following terms and conditions:

- A. The rights granted herein are solely for access to Parcel One described above and shall not be used for access to any other premises.
- B. Grantee acknowledges and agrees that the primary purpose of the roadway is for timber harvesting and forest management and that Grantor, its successors and assigns, agents, contractors and invitees shall have priority use of the right-of-way at all times.
- C. Grantor shall be under no obligation to maintain, repair or improve said roadway or trail and Grantor may abandon its use at its discretion at any time.
- D. Grantee may, but shall be under no obligation to, maintain, repair or improve said roadway, provided that it shall repair any damage caused by its use of said roadway and in the event Grantee maintains, repairs or improves the roadway it shall do so only in accordance with such reasonable standards as may be established by Grantor from time to time.
- E. Grantee shall comply with all federal and state and local laws, ordinances and regulations in its use,

- maintenance, repair and improvement of said roadway.
- F. Grantee agrees not to build or alter any trails, roads, culverts or bridges without prior written consent of Grantor, which consent shall not unreasonably be denied.
  - G. There are no easements conveyed across land of Grantor along or over said right-of-way for electrical, telephone or other utility services and said right-of-way shall not be used by Grantee for such purposes.
  - H. Grantor retains the right to close, lock or otherwise restrict access along or through this right-of-way at any time when it appears reasonably necessary to protect the safety of persons or Grantor's property. Grantee acknowledges and agrees that vehicular access along said right-of-way may be so restricted. Grantee shall be furnished keys to any locked gates or other locked impediments to travel, said keys to be used only by Grantee and in which case said barriers shall remain open and unlocked only long enough to permit passage and shall not be left unlocked and unattended.
  - I. Grantee shall under no circumstances close, lock or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Grantor.
  - J. Grantor shall be entitled to the stumpage value of all wood cut by Grantee on said right-of-way.
  - K. Grantor shall have the right, but not the obligation, to change the location of said roadway from time to time.

Also meaning and intending to assign certain non-exclusive easements and rights-of-way sixty (60) feet in width in common with Grantor, its successors and assigns and others on land now or formerly of the Mount Abram Land Company following the approximate course of the line between Point C and Point D as shown on Exhibit A attached hereto. Said right-of-way between Point C and Point D on land now or formerly of the Mount Abram Land Company is subject to the terms and conditions contained in deed from the Mount Abram Land Company to the S.D. Warren Company dated September 17, 1997 and recorded in the Franklin County Registry of Deeds in Book 1724 Page 303.

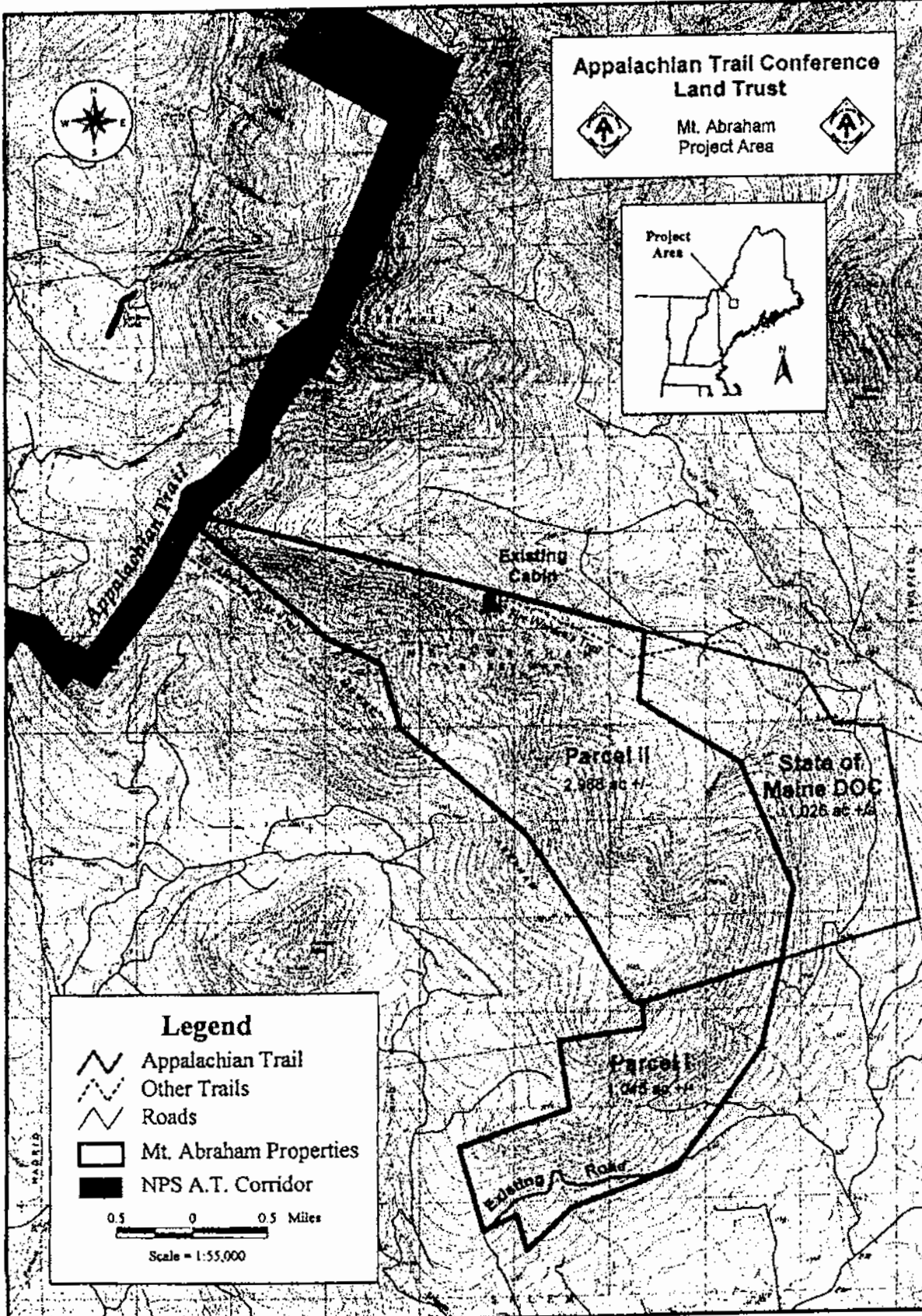
Also meaning and intending to convey in common with Grantor, its successors and assigns and others, an interest, if any, as is appurtenant to the above-described premises to use the right-of-way over the road extending from the West Kingfield Road, so-called, to the west Town Line of Kingfield, provided, however, this interest in the right-of-way is conveyed without any warranties, covenants or representations whatsoever and intends to convey only a portion of the interest, if any, Grantor may have in said road.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

Grantor does not convey to Grantee any other easement for access, utilities or the like except as provided above, and Grantee, its successors and assigns hereby waives any claim, now or in the future for any easement by implication, necessity or estoppel, except as set forth herein. All of the rights, privileges, restrictions, terms and conditions contained herein shall inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.

For Grantor's title, reference may be had to a quitclaim with covenant deed from Plum Creek Maine Timberlands, LLC, to the said The Appalachian Trail Conference, dated September 17, 1999, and recorded in the Franklin County Registry of Deeds, Book 1881, Page 37.





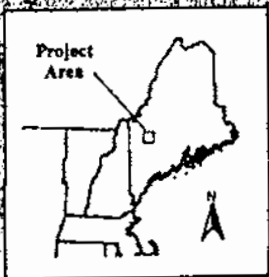
**Legend**

- Appalachian Trail
- Other Trails
- Roads
- Mt. Abraham Properties
- NPS A.T. Corridor

0.5 0 0.5 Miles  
Scale = 1:55,000

**Appalachian Trail Conference  
Land Trust**

Mt. Abraham  
Project Area



FRANKLIN COUNTY  
*LSusan Q. Black*  
Register of Deeds

*Grantop  
Sunnawick*

## Appendix E-2

**QUITCLAIM DEED WITH COVENANT**

**MEADWESTVACO OXFORD CORPORATION**, a corporation organized under the laws of the State of Delaware, ("Grantor") with a principal place of business in Rumford, County of Oxford and State of Maine, with a mailing address of 35 Hartford Street, Rumford, Maine 04276, for consideration paid, grants to the **STATE OF MAINE, acting by and through its Department of Conservation, Bureau of Parks and Lands, pursuant to Title 12, M.R.S.A. Sections 1812 and 1850(1), and Title 5, M.R.S.A. Section 6200 et seq., with an address of 22 State House Station, Augusta, Maine 04333-0022, with quitclaim covenant**, the premises located in Franklin County, State of Maine, and bounded and described upon Exhibit A, annexed hereto, together with all buildings, structures, down and standing trees and improvements of every kind, all rights-of-way, easements and appurtenances, riparian rights, littoral rights, causes of action, leases, licenses, minerals and mining rights, prescriptive rights, rights of adverse possession, reversionary and remainder interests, executory interests, rights of entry, and every other interest in the Premises or which may have accrued or may be in the process of accrual to Grantor at the date hereof (hereinafter sometimes referred to as the "Premises").

The premises herein conveyed is being acquired in part by Grantee with funds from the Land for Maine's Future Fund in accordance with the Land for Maine's Future Act, as Title 5, Maine Revised Statutes Annotated, Chapter 353, as amended, for administration by the Maine Department of Conservation, Bureau of Parks and Lands, as a natural area important for recreation, hunting and fishing, conservation, wildlife habitat and scenic beauty.

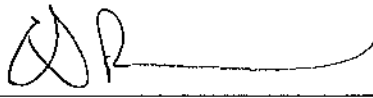
The Premises are conveyed subject to the provisions and obligations set forth in a certain Conservation Easement conveyed by Grantor to The Maine Appalachian Trail Land Trust by deed of even date herewith, as well as any interests or matters to which the Premises are expressly subjected on Exhibit A annexed hereto.

Grantor covenants with Grantee, its successors and assigns, that Grantor will warrant and forever defend the Property to Grantee, against the lawful claims and demands of all persons claiming by, through or under Grantor, its successors and assigns.

**IN WITNESS WHEREOF**, the said **MEADWESTVACO OXFORD CORPORATION** has caused this deed to be executed upon its behalf by Eugene G. Parker, its Vice-President-Forestry, thereunto duly authorized, this 29th day of September, 2004.

**MEADWESTVACO OXFORD CORPORATION**

Margaret E. Ecker  
Witness

By:   
its Vice President - Forestry  
Print Name: Eugene G. Parker

Maine Real Estate  
Transfer Tax Paid

STATE OF SOUTH CAROLINA  
Berkeley, SS.

Then personally appeared before me the said Eugene G. Parker, Vice-President - Forestry of MeadWestvaco Oxford Corporation and acknowledged the foregoing to be his free and voluntary act and deed in his said capacity and the free and voluntary act and deed of said MeadWestvaco Oxford Corporation, this 29<sup>th</sup> day of September, 2004.

*Miriam L. Holladay*  
Notary Public

Print Name: Miriam L. Holladay

My Commission Expires: July 22, 2008

**SEAL**

I:\Documents\Client Data\m\MeadWestvaco 000934\ATC\Closing Documents\Deed.State.doc

**CONSENT OF COMMISSIONER**

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing Quitclaim Deed with Covenant. Executed this 28<sup>th</sup> day of September, 2004.

STATE OF MAINE  
Department of Conservation

By: *Patrick K. McGowan*  
Patrick K. McGowan, Its Commissioner

STATE OF MAINE  
County of Kennebec, ss.

Date: 9/28/04

Then personally appeared the above-named Patrick K. McGowan, Commissioner of the Maine Department of Conservation and acknowledged the execution of the within Consent of Commissioner as his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

*Gale Ross*

Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal: \_\_\_\_\_

**GALE ROSS  
Notary Public  
Commission Exp. 12-12-2010**

**SEAL**

**EXHIBIT A**  
**DESCRIPTION OF LAND IN MT. ABRAHAM**

A parcel of land located in Mt. Abraham Township, (T4R1 BKPWKR), (also know as "Mt. Abram Township," "Mount Abram," and also known as "Township No. 4 known as the Township of Mount Abram, Range 1"), Franklin County, Maine, ("Property Mt. Abraham"), generally located and described as being that portion of MeadWestvaco Oxford Corporation's ("MOC") ownership comprising one-half of the west two-thirds of said Township which is contained in that area which lies:

- westerly of a line generally extending from the northwest corner of said Township to the southeast corner of the west two-thirds of said Township, and adjoining and southwesterly of land now or formerly of The Appalachian Trail Conference ("ATC") as conveyed from Plum Creek Maine Timberlands, L.L.C., to The Appalachian Trail Conference in a deed dated September 20, 1999 and recorded at the Franklin County Registry of Deeds ("FCRD") in Book 1881, Page 037,
- adjoining and southeasterly of land now or formerly of the United States of America (said land is designated the Appalachian National Scenic Trail "Tract 112-02"). Tract 112-02 encompasses the ridgeline of Lone Mountain and the north end of the ridgeline of the Mount Abraham. Tract 112-02 is as conveyed from Oxford Paper Company to the United States of America by deed dated June 1, 1988 and recorded at the FCRD in Book 901, Page 072, and
- southwesterly of, along and below the ridgeline of Mount Abraham.

Property Mt. Abraham is more completely described as follows:

The Point of Beginning is a corner in the south town line of Mt. Abraham Township, (being the common town line between Mt. Abraham Township and Salem Township) which point is marked by a 10 inch spruce tree found scribed (1994);

Thence, from the Point of Beginning, by the following three (3) courses along said south town line of Mt. Abraham marked by a line of trees with yellow painted blazes found:

South twelve degrees zero minutes West (S 12° 00' W), a distance of five hundred twenty-five (925) feet, more or less, to a point monumented by a wood post and stones found (1994). Said point is the southeast corner of Property Mt. Abraham;

North eighty-five degrees zero minutes West (N 85° 00' W), a distance of one thousand five hundred thirty-eight (1,538) feet, more or less, to an unmonumented angle point; and

North seventy-eight degrees zero minutes West (N 78° 00' W), a distance of eight hundred thirty-eight (838) feet to an unmonumented point. Said point is the southwest corner of Property Mt. Abraham;

Thence by the following twelve (12) courses along a line to be established and to be monumented, and along adjoining other land of MOC:

North six degrees zero minutes West (N 06° 00' W), a distance of one thousand six hundred seventeen (1,617) feet, more or less, to an unmonumented angle point;

North twenty degrees zero minutes East (N 20° 00' E), a distance of one thousand three hundred eighty-six (1,386) feet, more or less, to an unmonumented angle point;

North thirty-nine degrees zero minutes West (N 39° 00' W), a distance of two thousand one hundred seventy-eight (2,178) feet, more or less, to an unmonumented angle point;

North twenty degrees fifteen minutes West (N 20° 15' W), a distance of two thousand two hundred fifty-seven (2,257) feet, more or less, to an unmonumented angle point;

North twenty-four degrees forty-five minutes East (N 24° 45' E), a distance of one thousand six hundred eighty-three (1,683) feet, more or less, to an unmonumented angle point;

North three degrees forty-five minutes East (N 03° 45' E), a distance of one thousand twenty-three (1,023) feet, more or less, to an unmonumented angle point;

North forty-seven degrees thirty minutes West (N 47° 30' W), a distance of one thousand eight hundred forty-eight (1,848) feet, more or less, to an unmonumented angle point;

North sixty-seven degrees zero minutes West (N 67° 00' W), a distance of one thousand two hundred fifty-four (1,254) feet, more or less, to an unmonumented angle point;

North thirty-six degrees zero minutes West (N 36° 00' W), a distance of three thousand three hundred (3,300) feet, more or less, to an unmonumented angle point;

North fifty-three degrees zero minutes West (N 53° 00' W), a distance of two thousand two hundred seventy-seven (2,277) feet, more or less, to an unmonumented angle point;

North ten degrees forty-five minutes West (N 10° 45' W), a distance of three thousand four hundred sixty-five (3,465) feet, more or less, to an unmonumented angle point; and

North eighty-three degrees thirty minutes West (N 83° 30' W), a distance of one thousand six hundred eighty-three (1,683) feet, more or less, to an unmonumented point on the southeast sideline of Tract 112-02 located South fifty-four degrees forty-five minutes West (S 54° 45' W), a distance of seven hundred forty-five (745) feet from an angle point in the southeast line of Tract 112-02;

Thence northeast along said southeast line of Tract 112-02 by the following three (3) courses (Tract 112-02 deed, 1988):



North fifty-four degrees forty-five minutes East (N 54° 45' E), a distance of seven hundred forty-five (745) feet to an angle point;

North forty-four degrees fifteen minutes East (N 44° 15' E), a distance of two thousand six hundred (2,600) feet, more or less, to an angle point; and

North sixty-five degrees forty-five minutes East (N 65° 45' E), a distance of one hundred fifty-three (153) feet, more or less, to a point being the intersection of Tract 112-02, and said land now or formerly of ATC;

Thence southeast along the common boundary line of the southwest line of said land of ATC and land of MOC to the Point of Beginning.

Property Mt. Abraham, as hereinabove described, contains a total area of one thousand one hundred fifty-three (1,153) acres, more or less.

Also hereby conveying to Grantee, its successors and assigns, as appurtenant to the above described parcel, a right-of-way described as being sixty-six (66) feet in width, over land previously conveyed by Grantor to Bayroot LLC in a deed recorded in said Registry in Book 2387, Page 196, at a location and subject to such provisions as are set forth in a certain *Agreement Confirming Easements in Prior Deed* executed by Bayroot LLC and Grantor of near or even date herewith, to be recorded, together with all other appurtenant rights-of-way.

The above descriptions are not based on a standard boundary line survey. If and when a standard boundary line survey is completed, the above descriptions will be modified. Except as noted, the bearings described hereinabove are magnetic 2003.

For the source of MOC's title to Property Mt. Abraham, reference is hereby made to the conveyance from Oxford Paper Company to Mead Oxford Corporation by deed dated November 1, 1996 and recorded at the FCRD in Book 1631, Page 228. For further reference see the conveyances from Curtis M. Hutchins and Earl W. Spaulding to Oxford Paper Company by deed

dated February 1, 1956 and recorded at the FCRD in Book 340, Page 404, and from Norman H. Field to Ethyl Corporation by deed dated April 29, 1970 and recorded at the FCRD in Book 426, Page 396.

Further excepting and reserving the following premises and interests previously conveyed by Mead Oxford Corporation:

1. In Book 1857, Page 1 of said Registry, a conveyance by Mead Oxford Corporation to New River-Franklin Ltd., of a number of rights-of-way in multiple towns.
2. First Amendment to Crossing Rights Agreement dated as of June 1, 1985 and recorded in the Franklin County Registry of Deeds in Book 865, Page 228;

FRANKLIN COUNTY  
*Susan O. Black*  
Register of Deeds

*Ret. - Trombich, H. Sander, et al  
Portland, ME*

**CONSERVATION EASEMENT**  
**Mount Abraham Township, Franklin County, Maine**

COPY

**THIS INDENTURE** made this 29<sup>th</sup> day of September, 2004, by and between:

**MEADWESTVACO OXFORD CORPORATION**, a Delaware corporation, successor in title to Mead Oxford Corporation, a Delaware corporation, having a principal office in Rumford, Oxford County, Maine, and a mailing address of c/o Mead Paper Division, 35 Hartford Street, Rumford, Maine 04276 (hereinafter referred to as the "Grantor," which word is intended to include and bind, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns), and the **MAINE APPALACHIAN TRAIL LAND TRUST**, a Maine non-profit corporation having its principal office in Yarmouth, Cumberland County, Maine, and a mailing address of P.O. Box 325, Yarmouth, Maine 04906, and qualified to hold conservation easements pursuant to Title 33 M.R.S.A. Sections 476, et seq., as amended (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns).

**RECITALS**

**WHEREAS**, the Grantor is the sole owner of approximately 1,153 acres of land encompassing a significant portion of Mount Abraham, in Mount Abraham Township, also known as Mount Abram Township, Franklin County, Maine (hereinafter the "Protected Property"); and

**WHEREAS**, Mount Abraham, which rises to the elevation of 4,049 feet, is one of only thirteen peaks in Maine above 4,000 feet and one of only three not currently fully protected in public or conservation ownership; and

**WHEREAS**, Mount Abraham, based upon the results of a detailed natural resource inventory, was found to have some of the best alpine habitat in Maine outside of Mount Katahdin and a mosaic of alpine and sub-alpine ecosystems that is as extensive as on any mountain in the Northeastern United States; and

**WHEREAS**, Mount Abraham is known to provide habitat for at least eight species of rare plants and several rare animals; and

**WHEREAS**, the large, unroaded and unfragmented slopes of Mount Abraham include a number of significant undisturbed natural communities including old growth forests; and

**WHEREAS**, Mount Abraham is a prominent landmark, including a four mile ridgeline above treeline, that provides a scenic backdrop for the Town of Kingfield and is prominently visible from the Appalachian Trail; and

**WHEREAS**, Mount Abraham, which provides spectacular views of the surrounding Western Maine Mountains, is a popular hiking destination both as a side trip from the Appalachian Trail along a 1.7 mile side trail or from the valley via the Firewarden's Trail; and

**WHEREAS**, in 1999, the Maine Legislature passed legislation providing for the designation of Ecological Reserves to maintain representative examples of natural communities and native ecosystems in a natural condition to protect Maine's biological diversity, to serve as benchmarks against which environmental change can be measured, to protect sufficient habitat for species whose habitat needs are unlikely to be met on lands managed for other purposes, and to provide sites for scientific research, long-term environmental monitoring and education; and

**WHEREAS**, the Maine Bureau of Parks and Lands, in its Integrated Resource Policy (adopted December 18, 2000), established policies to implement the legislative mandate for Ecological Reserves on public lands managed by the Bureau; and

**WHEREAS**, the Holder is contributing funds towards the acquisition of the Protected Property; and

**WHEREAS**, immediately following the execution and delivery of this Conservation Easement, and at the direction of the Holder, the Protected Property is to be conveyed by the Grantor to the State of Maine to ensure its preservation in its natural condition, which conveyance will be subject to the terms and conditions of this Conservation Easement; and

**WHEREAS**, the Protected Property is to be conveyed as, and accepted as, an Ecological Reserve by the State of Maine, acting by and through its Director of the Bureau of Parks and Lands, Department of Conservation, and pursuant to Title 12 Maine Revised Statutes Annotated Section 1805; and

**WHEREAS**, preservation of Mount Abraham as an Ecological Reserve will ensure that its ecological, scenic and recreation values are protected for future generations; and

**WHEREAS**, the Grantor has agreed to grant this Conservation Easement to the Holder in furtherance of the purposes and objectives hereinabove set forth.

**NOW, THEREFORE**, the Grantor, in consideration of the foregoing and of the agreement of the Holder to accept the rights herein granted and enforce in perpetuity the restrictions contained herein, and in consideration of the payment of one dollar and other valuable consideration paid by the Holder, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT** with **QUITCLAIM COVENANT**, in perpetuity, an easement over the Protected Property, being the same premises described in Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof by

reference, as follows:

### 1. PURPOSE.

This Conservation Easement on the Protected Property is granted exclusively for the following conservation purposes:

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its unroaded, unfragmented, and natural condition to protect the native flora and fauna and to allow natural ecological processes to proceed with minimal interference or manipulation from human activity. It is intended that the Protected Property be managed as an Ecological Reserve to maintain the Protected Property in its natural condition to serve as a benchmark against which biological and environmental change can be measured, to protect habitat for those species whose habitat needs are unlikely to be met on lands managed for other purposes, to serve as a site for ongoing scientific research, long-term environmental monitoring, and education, and to allow for non-motorized recreation opportunities by the general public that do not adversely impact the ecological values of the Protected Property.

### 2. GRANTOR'S RIGHT, TITLE AND INTEREST IN THE PROTECTED PROPERTY.

Except for the rights specifically conveyed to the Holder, and except for the restrictions expressly created by this Conservation Easement, the Grantor reserves and 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.

### 3. PERMITTED ACTIVITIES.

The following activities are permitted uses of the Protected Property:

**3.1 Non-motorized Recreation.** The Protected Property may be used for non-motorized recreation by the public including hiking, cross-country skiing, hunting, fishing, trapping, and primitive camping, insofar as such activities are consistent with the purposes of this Conservation Easement.

**3.2 Construction and Maintenance of Trails, Minor Recreational Structures and Campsites.** Construction and maintenance of pedestrian trails including, but not limited to, the "Mount Abraham Side Trail", a hiking trail that extends from the Appalachian Trail, at a point approximately 0.4 miles southwesterly of the Spaulding Mountain Campsite, to the summit of Mount Abraham and within the Protected Property, is permitted as prescribed in the Management Plan in accordance with Section 5 herein and provided that the impact on protected natural resource values is minimal and that such

trails are consistent with the purpose of this Conservation Easement. The Holder or its designee, including, without limitation, the Maine Appalachian Trail Club, shall have the right, at the Holder's option, to undertake all activities on the Protected Property necessary or desirable to maintain and preserve the Mount Abraham Side Trail from the Appalachian Trail to the summit of Mount Abraham and any existing improvements associated therewith so as to permit the continued use thereof by the general public. Minor structures associated with permitted recreational uses including, but not limited to, hiker registration boxes, trail improvements such as markers, signs, steps, rails, bog bridges, and water bars, gates and other barriers to prevent unauthorized access by motorized vehicles are permitted. Construction of campsites is permitted as prescribed in the Management Plan in accordance with Section 5 herein, provided that structures associated with primitive campsites shall be limited to a privy, fire ring, tent pad, 3-sided shelter and picnic table and shall be limited to locations where the impact on protected natural resource values is minimal. Construction, maintenance and proper management of privies and similar low-impact facilities to ensure the safe disposal of human waste are permitted.

**3.3 Boundary Markings.** The boundary of the Protected Property may be marked with boundary markers and signs may be placed to provide the public with information about the Protected Property and its permitted uses.

**3.4 Scientific Research.** Non-manipulative scientific research may be conducted on the Protected Property including the construction of temporary non-residential structures associated with such research provided that such structures do not have an adverse impact on the natural resources of the Protected Property.

**3.5 Environmental Education.** The Protected Property may be utilized for environmental education activities by both public and private institutions insofar as such activities are not inconsistent with the purposes of this Conservation Easement.

**3.6 Tree Removal.** The limited removal of trees and vegetation associated with permitted uses such as the construction of trails and campsites is permitted.

**3.7 Natural Community and Rare Species Conservation.** Management of the Protected Property should allow for natural ecological processes to proceed with minimal interference or manipulation, except where the Management Plan in accordance with Section 5 specifies that active management is necessary to replicate natural processes that maintain the natural communities protected by this Conservation Easement and the rare species associated with them.

**3.8 Control of Wildfires.** Control of active wildfires shall be permitted provided that fire control activities shall seek to minimize long term impacts on the vegetation and topography of the Protected Property.

#### 4. PROHIBITED ACTIVITIES.

The following activities are prohibited as follows:

**4.1 Structures.** There shall be no construction or placing of any building, mobile home, tower, antenna, utility poles, asphalt or concrete pavement, or any other temporary or permanent structure or facility on or above the Protected Property, except as specifically provided for herein. The existing steel structure located at the summit of Mount Abraham shall not be repaired or expanded in any manner and may be dismantled and removed by the Grantor, the Holder, or the Holder's designee, including, without limitation, the Maine Appalachian Trail Club.

**4.2 Timber Harvesting.** Timber harvesting and salvage harvesting (also known as removal of dead or damaged trees to recover economic value that would be otherwise lost) are prohibited.

**4.3 Surface Alterations.** Mining or removal of minerals, sand, gravel or topsoil, filling, dumping excavating, alteration of water bodies, or other surface alterations are prohibited, except that minor surface alterations associated with permitted uses such as the construction of trails and campsites are permitted as minimally required to carry out those specific uses. All surface alterations shall be conducted and completed in a manner to prevent soil erosion and prevent damage to wetlands, fragile plant communities and wildlife habitat and so that the disturbed surrounding areas are restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

**4.4 Storage and Dumping.** Storage or dumping of ashes, trash, garbage or other unsightly or offensive material, hazardous substance, or toxic waste is prohibited.

**4.5 Use of Pesticides and Sanitation Harvests.** The use of pesticides and sanitation harvests (the removal of trees that have been attacked or are in imminent danger of attack by insects or disease in order to prevent these insects or diseases spreading to other trees) to control insect and disease outbreaks is prohibited, except as approved by the Holder, and prescribed in the Management Plan in accordance with Section 5 herein, which shall only prescribe such use when necessary to respond to a specific threat to the function of a native ecosystem or managed wildlife habitat (as described in Section 3.9), a specific threat to human health or safety, or a condition likely to result in significant damage to adjacent lands if control is not exercised. In such instances, the control method with the least environmental impact shall be utilized.

**4.6 Subdivision.** The Protected Property may not be divided, subdivided, partitioned or otherwise conveyed in parcels or lots, except that the Grantor may enter into boundary line agreements with abutting parcel owners to establish, document, or confirm existing boundaries and other pre-existing rights and resolve boundary line disputes with abutters.

In addition to the foregoing, any portion of the Protected Property may be conveyed to a non-profit or governmental entity that satisfies the requirements of Code Section 170(h)(3), as amended (or successor provisions thereof) and the requirements of Section 476(2) of Title 333 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), to be retained for conservation ownership, subject to the terms of this Conservation Easement.

**4.7 Motorized Vehicles.** Motorized vehicle use on the Protected Property is prohibited, except on any roads and trails approved under Section 4.8 as provided herein and subject to additional restrictions by the State of Maine Department of Conservation.

**4.8 Roads and Motorized Trails.** New roads or motorized trails are prohibited within the Protected Property. Exceptions are discouraged and will only be made as approved by the Holder and prescribed in the Management Plan in accordance with Section 5 herein, which shall only permit such use when all of the following criteria have been met: the Protected Property will continue in a predominantly unroaded and unfragmented condition and the impact on protected natural resource values is minimal, the proposed road or motorized trail will provide a crucial link in a significant road or trail system, and there are no safe, cost-effective alternatives. Any new roads or motorized trails approved as a result of this Section 4.8 are to be located near the periphery of the Protected Property to protect the interior of the Protected Property's unroaded and unfragmented condition.

## **5. MANAGEMENT PLAN BY STATE OF MAINE.**

A Management Plan with the objective of maintaining the Protected Property as an Ecological Reserve and meeting the purpose and terms of this Conservation Easement will be prepared by the State of Maine pursuant to 12 M.R.S.A. § 1847(2) following the acquisition of the Protected Property by the State of Maine, with public involvement and input from the Holder, and updated at least once every ten years, or a period of time mutually agreed upon by the State of Maine and the Holder, to address naturally occurring changes in the Protected Property, public use of the Protected Property, ongoing monitoring and research, and advancements in scientific understanding. Preparation of the Management Plan by the State of Maine shall involve a professional forest ecologist or conservation biologist selected in consultation with the Holder. The Plan shall include proposed activities associated with preserving the Protected Property as an Ecological Reserve, permitted recreational, scientific research, natural community and rare species conservation, and environmental education uses of the Protected Property as provided for in Section 3 herein. Furthermore, the Plan shall include any proposed uses associated with Sections 4.5 and 4.8 herein, along with information demonstrating that the necessary criteria for such uses have been met and that such activities are consistent with the purpose of this Conservation Easement. The parties acknowledge that the Holder may review the Management Plan for consistency with the



purpose and terms of this Conservation Easement, but is not entitled or required to approve the Management Plan. Notwithstanding the preceding sentence, in the event of the failure of the State of Maine to provide a Management Plan consistent with the terms of this Conservation Easement or to manage the Protected Property in accordance with the adopted Management Plan, the Holder may seek a remedy in accordance with Section 6. If the Holder finds that any portion of the Management Plan is inconsistent with the terms of this Conservation Easement or that resulting activities could result in a violation of this Conservation Easement, the Holder may provide written comments to the State of Maine identifying and explaining those portions of the plan that are inconsistent and notifying the State of Maine that such inconsistencies may result in a violation of the Conservation Easement. The Holder may also recommend what actions are necessary to bring the Plan in compliance with the Conservation Easement. If the Holder determines that inconsistencies have resulted or are threatening to result in a violation of the Conservation Easement, the Holder may seek a remedy for such violation under Section 6.

## **6. RIGHTS OF HOLDER.**

To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the Grantor to the Holder:

- 6.1 Compliance.** The Holder shall have the right to assure compliance with all of the covenants and restrictions herein. In connection with such efforts, the Holder shall have the right to enter the Protected Property at any reasonable time and in any reasonable manner, for the purposes of inspection, enforcement, and remedying non-compliance of this Conservation Easement, and to exercise such other rights held by the Holder hereunder, each in any manner that will not disturb the Grantor's permitted use of the Protected Property. The Holder agrees to keep on file and make available to the Grantor at the Grantor's request, any notes or reports made in connection with its inspections or activities on the Protected Property.
- 6.2 Notice of Violation.** In the event the Holder determines that a violation of the terms and conditions herein set forth has occurred, is in existence, or is threatened to occur, the Holder shall give notice to the Grantor of such violation via certified mail, return receipt requested.
- 6.3 Remedies.** If the Grantor fails within thirty (30) days after receipt of notice to cure such violation, or under circumstances where the violation cannot reasonably be cured within said period, does not begin curing such violation within said period and continues such remedial action to completion, then the Holder may, after seven (7) days written notice to the Grantor, bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation or threatened violation by temporary or permanent injunction, and/or to require the

restoration of the Protected Property to the condition substantially similar to that which existed prior to injury to the extent such restoration is practicable, and/or to otherwise recover monetary damages for a violation of this Conservation Easement.

**6.4 Natural Events.** Nothing contained in this Conservation Easement shall be construed to entitle the Holder to bring action against the Grantor for any injury or change to the Protected Property resulting from natural events beyond the Grantor's control, including but not limited to fire, flood, storm, changes in climatic conditions, soil or water contaminants introduced onto the Protected Property by third parties, 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 Protected Property resulting from such causes.

**6.5 Assignment.** The Holder is granted the right to assign this Conservation Easement after prior consultation with the Grantor. Any assignment is to be to an assignee (1) that commits, as a condition of the transfer, to carry out the conservation purposes hereof, (2) that satisfies the requirements of Section 476(2)(A) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and (3) that is a qualified donee under Section 170(h) of the Internal Revenue Code and relevant treasury regulations promulgated in furtherance thereof.

## **7. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.**

**7.1 Transfer of Title.** Except as to the transfer of the Protected Property to the State of Maine contemporaneous with the execution and delivery of this Conservation Easement by the Grantor to the Holder, the Grantor agrees, after prior consultation with the Holder, to notify the Holder in writing at least thirty (30) days before transfer of title of the Protected Property by sale, lease or any other means.

**7.2 Notices.** Until modified by notice in writing, any required notices to be given by either party shall be made by certified mail, return receipt requested, addressed to:

Holder: MAINE APPALACHIAN TRAIL LAND TRUST, P.O. Box 325, Yarmouth, Maine 04906.

Grantor: MEADWESTVACO OXFORD CORPORATION, c/o Mead Paper Division, 35 Hartford Street, Rumford, Maine 04276 and, following the conveyance of the Protected Property by the Grantor to the State of Maine, the STATE OF MAINE acting by and through its DIRECTOR OF THE BUREAU OF PARKS AND LANDS, DEPARTMENT OF CONSERVATION, 28 State House Station, Augusta, Maine 04333-0288.

**7.3 Maintenance.** Except as expressly provided to the contrary herein, the Grantor

retains responsibility for use and control over the Protected Property and shall bear all costs and liabilities of every kind related to the ownership, operation, control, maintenance, taxation or otherwise with respect to the Protected Property.

## **8. MISCELLANEOUS PROVISIONS.**

**8.1 Applicable Law.** 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, and the Conservation Easement shall be construed under the Laws of the State of Maine.

**8.2 Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, judgment shall be made in favor of accomplishing the conservation purposes hereof.

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

**8.4 Recordation.** This Conservation Easement and any amendment or assignment hereof shall be recorded in the Franklin County Registry of Deeds. A copy of this Conservation Easement shall be delivered and incorporated by reference in any subsequent deed, probate decree, or legal instrument that conveys any interest, (including a leasehold) in the Protected Property.

**8.5 Baseline Documentation.** The Holder shall, as soon as reasonably possible following the execution and delivery of this Conservation Easement by the Grantor, compile reports, photographs, maps and other relevant documentation evidencing the condition of the Protected Property, which compilation shall be referred to as the "Baseline Data," which shall be certified as an accurate representation of the condition of the Protected Property by the Holder and the Grantor, and which the Holder shall make available on any reasonable request to the Grantor.

**8.6 Amendment and Discretionary Approvals.** Any discretionary consent by the Holder permitted by this Conservation Easement for uses that are conditional or not expressly reserved by the Grantor, and any legally permissible amendment hereto, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent hereof, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that the Holder has no right or power to consent to any use that would result in substantial alteration to the

natural resources of the Protected Property, would permit building development of the Protected Property, that would affect its perpetual duration, or that would impair the qualification of this Conservation Easement under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., or Section 170(h) of the Internal Revenue Code. Any such amendment shall be recorded in the Franklin County Registry of Deeds.

**8.7 Condemnation.** If the Protected Property, or any portion thereof, shall be taken by condemnation or right of eminent domain, as to abrogate in whole or in part the Conservation Easement conveyed hereby, the Grantor and the Holder shall be each entitled to receive a portion of the proceeds of the award, if any, in proportion to their respective interests in the Protected Property at the time of the condemnation. The Holder agrees to cooperate with the Grantor in any eminent domain proceeding or threat thereof, brought by an entity other than the Holder, in order to maximize the value of all interests in the Protected Property subject to said proceeding.

**8.8 Extinguishment.** In the event this Conservation Easement is extinguished, which may be accomplished only by court proceedings, or with the express consent of the Legislature, the Holder shall be entitled to receive any proceeds of a subsequent sale that pertain to the extinguishment of the Holder's rights and interests herein. The inability to carry on any or all of the uses permitted on the Protected Property shall not impair the validity of this Conservation Easement or be considered grounds to terminate it or alter its terms.

**8.9 Conveyance to State of Maine.** The Holder acknowledges that the Protected Property is to be conveyed by the Grantor to the State of Maine immediately following the execution and delivery of this Conservation Easement to the Holder and further agrees that all obligations of the Meadowcroft Oxford Corporation as Grantor hereunder shall terminate following such conveyance.

**THE HOLDER**, by accepting and recording this Conservation Easement, agrees for itself, its successors and assigns, 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 values to be protected hereby.

**TO HAVE AND TO HOLD** the said Conservation Easement including all development rights, covenants, and restrictions conveyed thereby, with all the privileges and appurtenances thereof, unto the said Maine Appalachian Trail Land Trust, and its successors and assigns, to its own use and behoof forever.

**AND THE GRANTOR DOES COVENANT AND AGREE** with the Holder and its successors and assigns that it will **WARRANT AND FOREVER 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 has caused these presents to be signed and sealed by its officer, thereunto duly authorized, as of the date first set forth above.

WITNESS:

MEADWESTVACO OXFORD CORPORATION

Margaret E. Ecker

By: [Signature]

Its: Vice-President - Forestry

Print name: Eugene G. Parker

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY, ss.

September 29, 2004

Personally appeared Eugene G. Parker, Vice President- Forestry of Meadwestvaco Oxford Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Meadwestvaco Oxford Corporation.

Before me,

Miriam L. Holladay  
Notary Public

Miriam L. Holladay  
Print name

My Commission Expires: July 22, 2008

**SEAL**

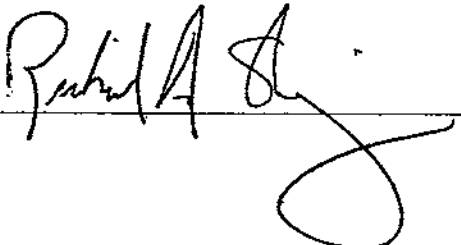
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**HOLDER ACCEPTANCE.**

The above and foregoing Conservation Easement was authorized to be accepted by the MAINE APPALACHIAN TRAIL LAND TRUST and William L. Plouffe, its Vice President, does hereby accept on behalf of the MAINE APPALACHIAN TRAIL LAND TRUST the above and foregoing Conservation Easement as of the date first set forth above.

**WITNESS:**

**MAINE APPALACHIAN TRAIL LAND TRUST**

  
\_\_\_\_\_

By:   
\_\_\_\_\_   
William L. Plouffe  
Its Vice President

**STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.**

September 30, 2004

Personally appeared William L. Plouffe, Vice President of the Maine Appalachian Trail Land Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Maine Appalachian Trail Land Trust.

Before me,  
  
\_\_\_\_\_   
~~Notary Public/Attorney at Law~~

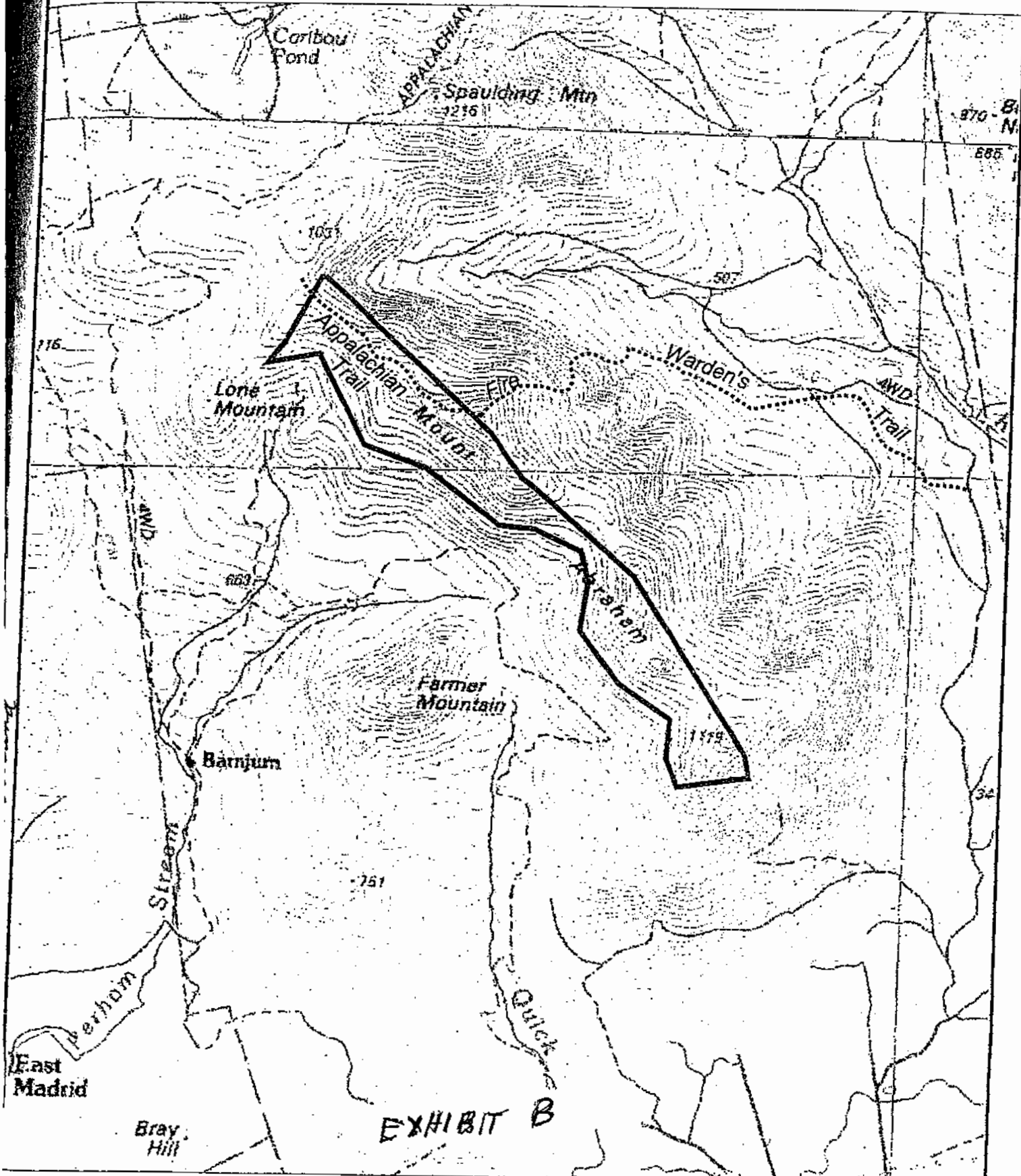
RICHARD A. SHAMY  
\_\_\_\_\_   
Print name


My Commission Expires: \_\_\_\_\_

FRANKLIN COUNTY

*Susan O. Black*  
Register of Deeds

Figure 3.1  
Mt. Abram Property



 Subject Property

4500 0 4500 9000 Feet

Copyright 2003  
James W. Sewall Company  
Old Town, Maine  
207 827 4424

## **Appendix F**

### **Summary of Public Comments**

**(under separate cover)**



## Appendix G

### Glossary

**“Age Class”:** the biological age of a stand of timber; in single-aged stands, age classes are generally separated by 10-year intervals.

**“ATV Trails”:** designated trails of varying length with a variety of trail surfaces and grades, designed primarily for the use of all-terrain vehicles.

**“All-Terrain Vehicles”:** motor driven, off-road recreational vehicles capable of cross-country travel on land, snow, ice, marsh, swampland, or other natural terrain. For the purposes of this document an all-terrain vehicle includes a multi-track, multi-wheel or low pressure tire vehicle; a motorcycle or related 2-wheel vehicle; and 3- or 4-wheel or belt-driven vehicles. It does not include an automobile or motor truck; a snowmobile; an airmobile; a construction or logging vehicle used in performance of its common functions; a farm vehicle used for farming purposes; or a vehicle used exclusively for emergency, military, law enforcement, or fire control purposes (Title 12, Chapter 715, Section 7851.2).

**“Bicycling/ Recreation Biking Trails”:** designated trails of short to moderate length located on hard-packed or paved trail surfaces with slight to moderate grades, designed primarily for the use of groups or individuals seeking a more leisurely experience.

**“Boat Access - Improved”:** vehicle-accessible hard-surfaced launch sites with gravel or hard-surface parking areas. May also contain one or more picnic tables, an outhouse, and floats or docks.

**“Boat Access - Unimproved”:** vehicle-accessible launch sites with dirt or gravel ramps to the water and parking areas, and where no other facilities are normally provided.

**“Campgrounds”:** areas designed for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, or similar facilities or vehicles designed for temporary shelter. Developed campgrounds usually provide toilet buildings, drinking water, picnic tables, and fireplaces, and may provide disposal areas for RVs, showers, boat access to water, walking trails, and swimming opportunities.

**“Carry-In Boat Access”:** dirt or gravel launch sites accessible by foot over a short to moderate length trail, that generally accommodates the use of only small watercraft. Includes a trailhead with parking and a designated trail to the access site.

**“Clear-cut”:** an single-age harvesting method in which all trees or all merchantable trees are removed from a site in a single operation.

**“Commercial Forest Land”:** the portion of the landbase that is both available and capable of producing at least 20 cubic feet of wood or fiber per acre per year.

**“Commercial Harvest”:** any harvest from which forest products are sold. By contrast, in a pre-commercial harvest, no products are sold, and it is designed principally to improve stand quality and conditions.

**“Community”**: an assemblage of interacting plants and animals and their common environment, recurring across the landscape, in which the effects of recent human intervention are minimal (“Natural Landscapes Of Maine: A Classification Of Ecosystems and Natural Communities” Maine Natural Heritage Program, April, 1991).

**“Cross-Country Ski Trails”**: designated winter-use trails primarily available for the activity of cross-country skiing. Trails may be short to long for day or overnight use.

**“Ecosystem Type”**: a group of communities and their environment, occurring together over a particular portion of the landscape, and held together by some common physical or biotic feature. (“Natural Landscapes Of Maine: A Classification Of Ecosystems and Natural Communities.” Maine Natural Heritage Program, April, 1991).

**“Foliate Site”**: areas where thick mats of organic matter overlay bedrock, commonly found at high elevations.

**“Forest Certification”**: A process in which a third party “independent” entity audits the policies and practices of a forest management organization against a set of standards or principles related to sustainable management. It may be limited to either land/forest management or product chain-of-custody, or may include both.

**“Forest Condition (or condition of the forest)”**: the state of the forest, including the age, size, height, species, and spatial arrangement of plants, and the functioning as an ecosystem of the combined plant and animal life of the forest.

**“Forest Stewardship Council (FSC) Certification”**: A third-party sustainable forestry certification program that was developed by the Forest Stewardship Council, an independent, non-profit, non-governmental organization founded in 1993. The FSC is comprised of representatives from environmental and conservation groups, the timber industry, the forestry profession, indigenous peoples’ organizations, community forestry groups, and forest product certification organizations from 25 countries. For information about FSC standards see [http://www.fscus.org/standards\\_criteria/](http://www.fscus.org/standards_criteria/) and [www.fsc.org](http://www.fsc.org).

**“Forest Type”**: a descriptive title for an area of forest growth based on similarities of species and size characteristics.

**“Group Camping Areas”**: vehicle or foot-accessible areas designated for overnight camping by large groups. These may include one or more outhouses, several fire rings or fire grills, a minimum of one water source, and several picnic tables.

**“Horseback Ride/Pack Stock Trails”**: generally moderate to long-distance trails designated for use by horses, other ride, or pack stock.

**“Invasive Species”**: generally nonnative species which invade native ecosystems and successfully compete with and displace native species due to the absence of natural controls. Examples are purple loosestrife and the zebra mussel.

**“Late successional”**: The condition in the natural progression of forest ecosystems where long-lived tree species dominate, large stems or trunks are common, and the rate of ecosystem change becomes much more gradual. Late successional forest are also mature forests that, because of their age and stand characteristics, harbor certain habitat not found elsewhere in the landscape.

**“Log Landings”**: areas, generally close to haul roads, where forest products may be hauled to and stored prior to being trucked to markets.

**“Management Roads”**: roads designed for timber management and/or administrative use that may be used by the public as long as they remain in service. Management roads may be closed in areas containing special resources, where there are issues of public safety or environmental protection.

**“Mature Tree”**: a tree which has reached the age at which its height growth has significantly slowed or ceased, though its diameter growth may still be substantial. When its annual growth no longer exceeds its internal decay and/or crown loss (net growth is negative), the tree is over-mature.

**“Motorized”**: a mode of travel across the landbase which utilizes internal combustion or electric powered conveyances; which in itself constitutes a recreational activity, or facilitates participation in a recreational activity.

**“Mountain Bike Trails”**: designated trails generally located on rough trail surfaces with moderate to steep grades, designed primarily for the use of mountain bicycles with all-terrain tires by individuals seeking a challenging experience.

**“Multi-aged Management”**: management which is designed to retain two or more age classes and canopy layers at all times. Its harvest methods imitate natural disturbance regimes which cause partial stand replacement (shelterwood with reserves) or small gap disturbances (selection).

**“Natural Resource Values”**: described in Maine’s Natural Resource Protection Act to include coastal sand dunes, coastal wetlands, significant wildlife habitat, fragile mountain areas, freshwater wetlands, great ponds and rivers, streams, and brooks. For the purposes of this plan they also include unique or unusual plant communities.

**“Non-motorized”**: a mode of travel across the landbase which does not utilize internal combustion, or electric powered conveyances; which in itself constitutes a recreational activity, or facilitates participation in a recreational activity.

**“Non-native (Exotic)”**: a species that enters or is deliberately introduced into an ecosystem beyond its historic range, except through natural expansion, including organisms transferred from other countries into the state, unnaturally occurring hybrids, cultivars, genetically altered or engineered species or strains, or species or subspecies with nonnative genetic lineage.

**“Old Growth Stand”**: a stand in which the majority of the main crown canopy consists of long-lived or late successional species usually 150 to 200 years old or older, often with characteristics such as large snags, large downed woody material, and multiple age classes, and in which evidence of human-caused disturbance is absent or old and faint.

**“Old Growth Tree”**: for the purposes of this document, a tree which is in the latter stages of maturity or is over-mature.

**“Pesticide”**: a chemical agent or substance employed to kill or suppress pests (such as insects, weeds, fungi, rodents, nematodes, or other organism) or intended for use as a plant regulator, defoliant, or desiccant. (from LURC Regulations, Ch. 10)

**“Primitive Campsites”**: campsites that are rustic in nature, have one outhouse, and may include tent pads, Adirondack-type shelters, and rustic picnic tables. Campsites may be accessed by vehicle, foot, or water.

**“Public Road or Roadway”**: any roadway which is owned, leased, or otherwise operated by a government body or public entity. (from LURC Regulations, Ch. 10)

**“Public Use Roads”**: all-weather gravel or paved roads designed for two-way travel to facilitate both public and administrative access to recreation facilities. Includes parking facilities provided for the public. Management will include roadside aesthetic values normally associated with travel influenced zones.

**“Recreation Values”**: the values associated with participation in outdoor recreation activities.

**“Regeneration”**: both the process of establishing new growth and the new growth itself, occurring naturally through seeding or sprouting, and artificially by planting seeds or seedlings.

**“Remote Ponds”**: As defined by the Maine Land Use Regulation Commission: ponds having no existing road access by two-wheel drive motor vehicles during summer months within ½ mile of the normal high water mark of the body of water with no more than one noncommercial remote camp and its accessory structures within ½ mile of the normal high water mark of the body of water, that support cold water game fisheries.

**“Riparian”**: an area of land or water that includes stream channels, lakes, floodplains and wetlands, and their adjacent upland ecosystems.

**“Salvage”**: a harvest operation designed to remove dead and dying timber in order to remove whatever value the stand may have before it becomes unmerchantable.

**“Selection”**: related to multi-aged management, the cutting of individual or small groups of trees; generally limited in area to patches of one acre or less.

**“Service Roads”**: summer or winter roads located to provide access to Bureau-owned lodging, maintenance structures, and utilities. Some service roads will be gated or plugged to prevent public access for safety, security, and other management objectives.

**“Silviculture”**: the branch of forestry which deals with the application of forest management principles to achieve specific objectives with respect to the production of forest products and services.

**“Single-aged Management”:** management which is designed to manage single age, single canopy layer stands. Its harvest methods imitate natural disturbance regimes which result in full stand replacement. A simple two-step (seed cut/removal cut) shelterwood is an example of a single-aged system.

**“Snowmobile Trails”:** designated winter-use trails of varying length located on a groomed trail surfaces with flat to moderate grades, designed primarily for the use of snowmobiles.

**“Stand”:** a group of trees, the characteristics of which are sufficiently alike to allow uniform classification.

**“Succession/ successional”:** progressive changes in species composition and forest community structure caused by natural processes over time.

**“Sustainable Forestry/ Harvest”:** that level of timber harvesting, expressed as treated acres and/or volume removals, which can be conducted on a perpetual basis while providing for non-forest values. Ideally this harvest level would be “even-flow,” that is, the same quantity each year. In practice, the current condition of the different properties under Bureau timber management, and the ever-changing situation in markets, will dictate a somewhat cyclical harvest which will approach even-flow only over time periods of a decade or more.

**“Sustainable Forestry Initiative (SFI)”:** A third party sustainable forestry certification program that was developed in 1994 by the American Forest and Paper Association, which defines its program as “a comprehensive system of principles, objectives and performance measures that integrates the perpetual growing and harvesting of trees with the protection of wildlife, plants, soil and water quality.” To review SFI standards see [http://www.afandpa.org/Content/NavigationMenu/Environment\\_and\\_Recycling/SFI/The\\_SFI\\_Standard/The\\_SFI\\_Standard.htm](http://www.afandpa.org/Content/NavigationMenu/Environment_and_Recycling/SFI/The_SFI_Standard/The_SFI_Standard.htm).

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