



CONCEPT PLAN *for* PLUM CREEK'S LANDS *in the* MOOSEHEAD LAKE REGION

APRIL 2007



Plan Description



Plum Creek

Volume Two – Plan Description

Table of Contents

SECTION 1: PLAN PURPOSE

SECTION 2: PLAN DESCRIPTION

SECTION 3: LEGAL DOCUMENTS

1. *Form of ITS Snowmobile Trail Right of Way*
2. *Form of Peak to Peak Hiking Trail Right of Way*
3. *Form of Moosehead to Mahoosucs Ski Trail Right of Way*
4. *Form of Balance Conservation Easement*
5. *Form of Moosehead Legacy Conservation Easement*
6. *Form of Homeowners' Association Bylaws*
7. *Form of Homeowners' Association Declaration of Covenants*
8. *Form of Lot Owner Deed*
9. *Amendment to Conservation Framework Purchase and Sale Agreement*
10. *Agreement with CEI*

SECTION 4: LAND USE DISTRICTS AND STANDARDS

Preface

Sub-Chapter 1: General Provisions

Sub-Chapter 2: Land Use Zones

Sub-Chapter 3: Land Use Standards

Appendix

- A: *Sample Determination to Identify Water Quality Limiting Lakes*
- B: *Guidelines for Vegetative Stabilization*
- C: *Alphabetical List of Lakes Showing Wildlands Lakes Assessment Findings*
- D: *Alphabetical List of Lakes on Which the Use of Personal Watercraft is Prohibited*
- E: *FEMA Maps for LURC Jurisdiction*
- F: *Land Use Guidance Maps*

SECTION 5: STATISTICAL SUMMARY

Table of Contents

INTRODUCTION AND PURPOSE	1
APPROACH.....	2
APPLICABILITY.....	3
LONG TERM LANDOWNER INTENT	3
AREA WHERE DEVELOPMENT IS TO BE FOCUSED	4
RELATIVE DENSITY OF PROPOSED DEVELOPMENT	4
MEANS BY WHICH SIGNIFICANT NATURAL AND RECREATIONAL RESOURCES ARE TO BE PROTECTED	5
EXPECTATIONS OF CONCEPT PLAN APPROVAL VERSUS SUBSEQUENT DEVELOPMENT/SUBDIVISION REVIEW; HOW CONCEPT PLAN APPROVAL RELATES TO OR DICTATES (OR NOT) SITE SPECIFIC DEVELOPMENT PLANS; EXPLANATION OF WHICH LAND USE STANDARDS APPLY AND WHEN	5

A. Introduction and Purpose

“A concept plan is a written agreement that specifies the future use of a large area, which may include a lake or group of lakes. Concept plans often include binding commitments to permanently conserve areas with important public values in exchange for development at densities or rates not permitted through the traditional regulatory framework. These plans are initiated by landowners and must be approved by the Land Use Regulation Commission. An approved concept plan replaces the Commission's traditional zoning and land use controls for the area in question, and the plan's provisions govern land uses within the area in place of the Commission's normal regulations.”¹

This Concept Plan follows this guidance in that it specifies future uses in a very large area (408,000 acres) and which includes many lakes and ponds. Plum Creek is proposing binding commitments to permanently conserve areas with important public values and long term public benefits in exchange for certainty in the amount of, and timing of, development that may occur under the Plan. This Concept Plan will replace LURC's traditional zoning and land use controls with similar, but modified zoning and land use provisions. These regulations will then govern the land uses and development standards in the Plan Area for the 30-year life of the Plan.

The Commission's Comprehensive Land Use Plan (CLUP) states that “[c]oncept plans provide a voluntary means of achieving a publicly beneficial balance between development and protection of resources...The goal of concept planning is to encourage long-range planning based on resource characteristics and suitability as an alternative to haphazard, incremental development.”² Once concept plans are approved by the Commission they are zoned as a P-RP (Resource Plan Protection) subdistrict as required by the Land Use Regulation Commission (LURC) regulations, “[c]oncept plans,” as outlined in the CLUP, are included under the purpose of this subdistrict.”³

Plum Creek's purpose is to implement the stated purpose and goals of LURC's regulations and the CLUP, goals that can only be achieved through a Concept Plan. Because Plum Creek needs to ensure the future certainty and predictability of the over 408,000 acres in the Plan Area for multiple purposes, the company desires to take on a long range planning approach. Such an approach allows for the efficient and effective management of the Plan Area, avoids unpredictable and haphazard development, and prevents sprawl.

Plum Creek, local residents and citizens statewide agree that the Moosehead region is a valuable natural, economic and recreational asset to Maine. Therefore, Plum Creek's vision under this Concept Plan is that development should be responsibly planned to maintain and contribute to the following attributes of the area:

¹ Guide to Preparing a Concept Plan, Maine Land Use Regulation Commission, June 2003.

² Comprehensive Land Use Plan, Pg. 147 and CLUP Pg. C-6.

³ Land Use Regulation Commission Rules, Chapter 10, Section 10.23,H,1.

- The economy and future well being of the existing service centers of Greenville and Jackman, and the villages at Rockwood, Beaver Cove and Kokadjo, that are the primary community centers of the region;
- The working forest that supports the forest products industry and underpins an important segment of the Maine economy;
- The numerous and varied year-round outdoor recreational opportunities unique to the area; and
- The environmental and recreational quality of the numerous lakes, ponds and mountains throughout the Plan Area.

These goals can best be achieved with a zoning based Concept Plan. The publicly beneficial balance between conservation and development that is achieved through this Concept Plan (and the P-RP subdistrict) allows the landowner, the public and the State to achieve these common goals.

B. Approach

The Concept Plan, like the Commission’s regulatory structure, is built upon land use zones districts which specify allowed uses and land use standards that control how those uses are achieved. This Concept Plan for Plum Creek’s lands in the Moosehead Lake Region is a rezoning of the land described in Plum Creek’s petition. Upon Concept Plan approval, the 408,000⁴ acres within the Plan Area will be rezoned to a single P-RP subdistrict; containing a framework of management, development and protection “zones” which are based on the Commission’s existing subdistricts, including those similar to the Prospective Zoning Plan for the Rangeley Lakes Region (“Rangeley Plan”). This approach allows existing protection subdistricts within the Plan Area to remain. The only exception is that limited areas within the existing great pond protection (P-GP) subdistricts, will be rezoned to allow for subdivision or resort development.

Chapter 10 of the Commission’s Land Use Districts and Standards establishes the General Provisions (Sub-Chapter I) the subdistricts (Sub-Chapter II) and standards (Sub-Chapter III) for the Commission’s jurisdiction. The regulatory implementation of the proposed Concept Plan mirrors the Chapter 10 structure. The General Provisions (Sub-Chapter I), Land Use Zones (Sub-Chapter II) and Land Use Standards (Sub-Chapter III) of the Commission’s Chapter 10 are amended for this Concept Plan contained in Section 4 of this Concept Plan, which includes the P-RP Subdistrict.

An additional level of protection is added through the conservation proposed within the Plan Area. Approximately 87% of the Plan Area will be subject to working forest conservation easements. Another 7% will be sold to a conservation buyer under the Conservation Framework.

⁴ 408,000 acres represents land acreage within the total 421,000 acre Plan Area. The remaining area is in water bodies.

In the aggregate, 90,000 acres are offered as Balance Conservation and 295,500 acres (266,000 in easement, 29,500 acres in fee) are contained within the Conservation Framework being offered as additional public benefit. In addition, the Conservation Framework includes 45,000 acres outside the Concept Plan area at Number 5 Bog for a total of 340,000 acres. All conservation easements are granted in perpetuity.

C. Applicability

The applicable regulatory framework for the Concept Plan, like the Commission's existing Chapter 10, is contained in three subchapters of Section 4 of this Concept Plan: Sub-Chapter I (General Provisions), Sub-Chapter II (Land Use Zones) and Sub-Chapter III (Land Use Standards).

Concept Plan approval results in all of the Plan Area being rezoned to a P-RP subdistrict. Overlaid on the P-RP subdistrict are zones, which are modeled after the subdistricts in the Commission's existing Chapter 10. The zones are included in Sub-Chapter II for this Concept Plan. It is important to note that Sub-Chapter II for this Concept Plan refers to protection, management and development zones, applicable to this Concept Plan, rather than subdistricts.

D. Long Term Landowner Intent

Plum Creek has developed this Concept Plan for 408,000 acres of its ownership covered by this Concept Plan to address long-range development, forest management and conservation plans. Plum Creek is removing the right to develop most of the forested land in the Plan Area concentrating development in areas close to existing community centers. This assures that approximately 87% (356,000) of the company's forest ownership in the Plan Area will be managed as a working forest in perpetuity, subject to sustainable forestry standards. This approach is more protective of the forest resource than a publicly initiated prospective zoning process. Further, the development zones are modeled on the Rangeley Plan as adopted by the Commission.

The intent of the Plan is to achieve the following interrelated objectives:

Economic Development. There is consensus that the Plan Area and surrounding region, including the service centers of Greenville and Jackman, need economic opportunities. The two resorts and the residential development envisioned by this Plan provide a catalyst for economic development. The resorts will create direct employment opportunities, and the resorts and residential development will provide a new customer and client base for existing businesses. The conservation easements that are part of the Concept Plan provide for guaranteed non-motorized public access in perpetuity. Such access to Plum Creek's timberlands is critical for both existing and new recreation experiences in the area.

Working Forest. The Concept Plan protects and conserves forest resources within the Plan Area for commercial timber harvesting by placing permanent working forest conservation easements on 356,000 acres within the Plan Area. This ensures that Plum Creek can sustainably manage the forest resource while continuing to support the local economy.

Public Access. Pedestrian access to Plum Creek's lands, guaranteed through the terms of the working forest conservation easements in this Concept Plan, serves to maintain and enhance the character, economy, quality of life and diverse recreational opportunities available in the region. By maintaining public access to easement lands, and allowing for the development of lodging and recreational facilities, as well as hiking and snowmobile trails, the Concept Plan retains and improves the existing facilities and guarantees rights that underlie and sustain public recreation and tourism in the Plan Area.

Conservation. The Concept Plan's conservation easements provide a means for protecting both the environmental and economic resources of the region. Under this Plan, the terms of the working forest conservation easement guarantee the sustainable forest resource and conserve large blocks of unfragmented forest for wildlife habitat and recreation. In addition, by bordering development zones with permanent conservation easements, the Concept Plan concentrates development in appropriate locations; the easements contain and prevent sprawl, preventing development expansion, while ensuring larger areas of permanent working forests.

The Concept Plan implements these objectives on a landscape scale. The Plum Creek ownership within the Plan Area includes multiple land use zones that will be managed more efficiently and effectively through the P-RP (Concept Plan) subdistrict. This Concept Plan approach provides the public and the land owner predictability as to the allowable uses for at least thirty years, and in the areas to which working forest conservation easements attach, forever. It achieves a greater level of predictability and flexibility through the approval of one landscape scale Concept Plan, followed by subdivision and resort development approvals in development zones. More effective resource management will be achieved through the permanent designation of working forest and 154 miles of protected shoreline.

1. Area Where Development is to be Focused

The Plan locates development zones along established public highways and adjacent to existing communities, two of which, Greenville and Jackman, are designated by the State of Maine as regional service centers. (See Map 2: Concept Plan Summary, Section 2)

2. Relative Density of Proposed Development

The Concept Plan contains four types of development zones. The first is a residential zone. Limited compatible uses are allowed in this type of zone. The second is a mixed use (single and multi-family residential and compatible small scale commercial uses) zone. The third zone is a resort zone for the developments at Big Moose Mountain and Lily Bay, including resort facilities and residential units. Several of the residential zones have limits on the total number of

residential units that can be located in those zones. Additionally, the total number of Residential Dwelling Units in the Plan Area is capped at 975. Also, the Concept Plan allows up to 800 Resort Accommodations at Big Moose Mountain and 250 Resort Accommodations Units at Lily Bay. Subject to the forgoing limits, Residential Dwelling Units can be transferred from one zone to another, including into the Big Moose Mountain resort area. (See Table A: Residential Units Upper Limits at the end of this Section). The fourth zone is a commercial/industrial zone which is an existing zone retained in the Concept Plan since its location falls within the Plan Area. No modifications have been made to LURC's existing Land Use Zones and Standards for this area.

3. Means by Which Significant Natural and Recreational Resources are to be Protected

The Concept Plan protects 154 miles of shorefront from development through the permanent balance conservation easement offered to offset development to provide adequate conservation to waive adjacency requirements. The Concept Plan provides 90,000 acres for permanent conservation easements and adequate conservation to waive adjacency requirements as well as provides the opportunity for conservation on an additional 340,000 acres through the Conservation Framework. In addition, the Commission's existing protection subdistrict boundaries have been retained as protection zones within the Concept Plan's zoning framework. (P-GP subdistricts within areas proposed for development will be rezoned to accommodate the development.)

E. Expectations of Concept Plan Approval Versus Subsequent Development/Subdivision Review; How Concept Plan Approval Relates to or Dictates (or not) Site Specific Development Plans; Explanation of Which Land Use Standards Apply and When

Following LURC approval of the Concept Plan, the approved Concept Plan will govern the Plan Area for the 30-year life of the Concept Plan. The approved Concept Plan is a binding contract. The Landowner's commitments, investments, dedications, easements and other consideration, and the public need, require long-term certainty. Therefore, the Concept Plan will not be amended without the consent of both LURC and the Landowner. Without limiting the generality of the foregoing, subdivision and development applications and approvals will be based on the Concept Plan and the Concept Plan approval documents. LURC findings, conclusions, determinations and decisions in the Concept Plan approval documents will not be revisited or revised at the time of review of subdivision or development applications unless both LURC and the Landowner agree to do so. (For the purposes of this Section 1.E. the "Landowner" shall mean Plum Creek Maine Timberlands, L.L.C., its successors and assigns as their interests may appear.)

All lands identified on the Land Use Guidance Maps (found in Section 4, Land Use Zones and Standards) as Development Zones (including any Protection Zones and Management Zones within such zones) will be governed by this Plan for the 30-year life of the Plan, and may not be

amended without the consent of both LURC and the landowner. All other land covered by this Concept Plan is regulated by the Commission's Chapter 10, as may be amended from time to time.

Plum Creek is proposing to rezone approximately 20,500 acres for development. The Plan allows up to 975 Residential Dwelling Units and 1,050 Resort Accommodations in the proposed residential and resort zones over the 30 year life of the Plan. Some areas are capped with an upper limit on the number of units that can be developed in those areas, while other areas are not capped. (See Tables 1 and 2 at the end of this section.) Development must comply with Land Use Zones and Standards at the subdivision and development application stage. Residential Dwelling Units may be transferred from any Residential Development Area (see Maps 2-9, Section 2 – Plan Description) to any of the Uncapped Residential Development Areas, or the Big Moose Mountain Resort Area, provided that the overall total of 975 Residential Units is not exceeded in the overall Concept Plan. (See Map 2, “Plan Description,” Section 2 – Plan Description and Section 2.A. See also Tables A and B at the end of this section.)

Subsequent to approval of this Concept Plan, lots proposed within subdivisions may be any mix of sizes so long as they do not exceed the minimum and maximum lots sizes established in the dimensional requirements in the Land Use Zones and Standards. Lots may be located anywhere within the development zones subject to compliance with the provisions of the Land Use Zones and the Land Use Standards.

A Concept Plan is a regulatory mechanism by which a land owner provides a publicly beneficial balance between development and the conservation of natural resources. In addition, Concept Plans permit the Commission to waive adjacency requirements if adequate conservation is provided. Plum Creek is proposing to rezone approximately 20,500 acres for development. As Balance Conservation, and to protect natural resources, Plum Creek is providing 90,000 acres of permanent working forest conservation easements. This balance conservation will be implemented upon Concept Plan approval and will provide a benefit which the public would not otherwise achieve. In recognition of this permanent Balance Conservation, LURC will waive the adjacency requirement. The corresponding benefit for the land owner is the rezoning of land to allow for development. Plum Creek is seeking to rezone land areas that are sufficient to meet reasonably foreseeable needs in the Plan Area for the life of the Concept Plan.

The Concept Plan also allows the Commission to fulfill other broader land use policy objectives in a flexible manner because of the landscape-scale planning.

The following tables describe the unit limits for each of the development areas. Unit numbers must be reviewed and approved at the subdivision stage through the subdivision permitting process to verify compliance with any upper limits in development areas, or the overall Concept Plan.

Table A - Residential Units Upper Limits

(See Development Area Maps 2-9 in Volume Two, Section 2 – Plan Description)

	Development Area	Zone Type(s)	Total Units Allowed	Estimated Shorefront Unit Target	Estimated Backlot Unit Target
Capped Areas	Long Pond	D-RS3M	110 ⁵	75	35
	Brassua South	D-RS2M	250 ⁵	110	140
	Upper Wilson	D-RS3M	32 ⁵	16	16
	Lily Bay	D-RS2M DRS3M	154 ⁵	0	154
<i>Sub-Total</i>			546	201	345
	Development Area	Zone Type(s)	Estimated Total Unit Target	Estimated Shorefront Unit Target	Estimated Backlot Unit Target
Uncapped Areas	Blue Ridge/ Rockwood	D-RS2M D-RS3M D-GNM	160 ⁵	3	157
	Route 6/15 Corridor	D-RS2M D-GNM	125 ⁵	20	105
	Moose Bay	D-RS2M	112 ⁵	12	100
	Beaver Cove	D-RS3M	32 ⁵	0	32
<i>Sub-Total</i>			429	35	394
TOTAL			975	236	739

⁵ Residential Dwelling Units may be transferred from any Residential Development Area to any of the Uncapped Residential Development Areas, or the Big Moose Mountain Resort Area, provided that the overall total of 975 Residential Dwelling Units is not exceeded.

Table B – Resort Accommodations*(See Development Area Maps 2-9 in Volume Two, Section 2 – Plan Description)*

	Development Area	Zone Type(s)	Total Resort Accommodations Allowed
Resort Receiving Zone	Big Moose Mountain	D-GN2RM	800 ⁶
Capped Resort Zone	Lily Bay	D-GN2RM	250
Total			1,050

Summary:

Aggregate Residential Dwelling Units	=	975
Aggregate Resort Accommodations	=	<u>1,025</u>
Total Residential Dwelling Units and Resort Accommodations Limit	=	2,025

⁶ Residential Dwelling Units may be transferred from any Residential Development Area to any of the Uncapped Residential Development Areas, or the Big Moose Mountain Resort Area, provided that the overall total of 975 Residential Dwelling Units is not exceeded.

Table of Contents

A. CONCEPT PLAN AREA.....	1
B. CONCEPT PLAN DURATION AND EFFECTIVE DATE.....	1
C. PARTIES	2
D. TERMS OF THE CONCEPT PLAN EXPIRATION	2
E. CONCEPT PLAN AMENDMENT	2
F. DEVELOPMENT APPROVAL PROCESS	3
G. CONCEPT PLAN COMPONENTS	3
1. INTRODUCTION	3
2. DEVELOPMENT COMPONENTS	4
a. <i>Areas Allowing Residential and Mixed Use Zones</i>	5
i. Long Pond Development Area.....	6
ii. South Brassua Lake Development Area	7
iii. Rockwood/Blue Ridge Development Area.....	8
iv. Route 6/15 Corridor Development Area.....	9
v. Moose Bay Development Area.....	9
vi. Upper Wilson Pond Development Area	10
vii. Beaver Cove Development Area	11
viii. Lily Bay Residential Development Area	11
b. <i>Resort Zones</i>	11
i. Big Moose Mountain Resort Area	12
ii. Lily Bay Resort Area	13
c. <i>Existing Commercial/Industrial Zone</i>	14
3. CONSERVATION COMPONENTS	14
a. <i>Balance Conservation Easement</i>	14
i. Lily Bay to Upper Wilson Pond	14
ii. Long Pond to Brassua Lake	15
iii. Moosehead Lake Outlets to Indian Pond.....	15
b. <i>Conservation Framework</i>	17
i. Moosehead Legacy Conservation Easement	17
ii. Roach Ponds Acquisition Area	18
iii. Number Five Bog Acquisition.....	18
c. <i>Other Conservation Measures</i>	19
i. Protection Subdistricts	19
ii. M-GNM Subdistrict	19
4. RECREATION COMPONENTS.....	19
5. H. INFRASTRUCTURE AND PUBLIC SAFETY.....	20
a. <i>Community Fund</i>	22
b. <i>Roads and Utilities</i>	22
c. <i>Affordable Housing</i>	22
d. <i>Beaver Cove Town Office</i>	23

A. Concept Plan Area

This Concept Plan rezones approximately 408,000 acres of Plum Creek's northern lands located in Somerset and Piscataquis Counties to a resource plan protection subdistrict. (See Map 1: Concept Plan Location at the end of this section.) The Plan Area covers most of 29 townships and stretches, on the west, from Long Pond just east of Jackman, to Shawtown, east of Kokadjo and Greenville. Its northern extent is the north end of Moosehead Lake in Big W Township, and its southern extent is the Appalachian Trail in Elliotsville.

The highest mountain peaks are Big Moose, Baker, Number Four, Elephant, and Shaw Mountains. The predominant rivers are the Kennebec, Moose, and Roach Rivers. The Kennebec River flows from Moosehead Lake southwesterly, and the Moose River flows easterly through Long Pond and Brassua Lake, to Moosehead Lake, by way of Rockwood. The Roach River runs from the Roach ponds northwest to Moosehead Lake, draining into Spencer Bay.

Jackman and Moose River abut the Plan Area on the northwest side, while Greenville is adjacent to its south-central border. Beaver Cove and Rockwood are two small settlements surrounded by the Plan Area. The Plan Area contains about 232 miles of shoreline and is traversed by two public roads: 38 miles of Route 6/15 and 11.5 miles of the Lily Bay Road. Railroad tracks cross the Plan Area, running from Greenville to Jackman along the shores of Moosehead and Brassua Lakes, the Moose River, and Long Pond.

B. Concept Plan Duration and Effective Date

This Concept Plan applies to, and regulates, all land use within the 408,000-acre Plan Area for 30 years from the effective date. The Concept Plan and this P-RP subdistrict will be effective fifteen days following approval by LURC. Working forest conservation easement terms pursuant to the approved Concept Plan apply in perpetuity.

Following LURC approval of the Concept Plan, the approved Concept Plan will govern the Plan Area for the 30-year life of the Concept Plan. The approved Concept Plan is a binding contract. The Landowner's commitments, investments, dedications, easements and other consideration, and the public need, require long-term certainty. Therefore, the Concept Plan will not be amended without the consent of both LURC and the Landowner. (For the purposes of this Section 1.E. the "Landowner" shall mean Plum Creek Maine Timberlands, L.L.C., its successors and assigns as their interests may appear.)

C. Parties

Parties to the Concept Plan are as follows.

- *Applicant:* Plum Creek Maine Timberlands, L.L.C. and Plum Creek Land Company
- *Landowner:* Plum Creek Maine Timberlands, L.L.C.
- *Balance Conservation Easement Holder:* Forest Society of Maine.
- *Moosehead Legacy Conservation Easement Holder:* The Nature Conservancy.
- *Moosehead-to-Mahoosucs Trail Right of Way Granted To:* Western Mountains Charitable Foundation.
- *ITS Snowmobile Trail Right of Way Granted To:* The Maine Bureau of Parks and Lands
- *Peak to Peak Hiking Trail Right of Way Granted To:* Western Mountains Charitable Foundation.

D. Terms of the Concept Plan Expiration

The provisions of this Concept Plan shall apply for 30 years from the effective date.

At the end of the Concept Plan's duration (30 years), the Commission may extend the Concept Plan without modification, extend and modify the Concept Plan, or terminate the Concept Plan. Extension or modification of the Concept Plan will require the consent and agreement of Plum Creek and the Commission. At the termination of the Concept Plan LURC may continue the zoning established by the Concept Plan or designate new zoning in accordance with the statute, the CLUP and Chapter 10.

E. Concept Plan Amendment

Following LURC approval of the Concept Plan, the approved Concept Plan will govern the Plan Area for the 30-year life of the Concept Plan. The approved Concept Plan is a binding contract. The Landowner's commitments, investments, dedications, easements and other consideration, and the public need, require long-term certainty. Therefore, the Concept Plan will not be amended without the consent of both LURC and the Landowner.

All lands identified on the Land Use Guidance Maps (found in Section 4, Land Use Zones and Standards) as Development Zones (including any Protection Zones and Management Zones within such zones) will be governed by this Plan for the 30-year life of the Plan, and may not be amended without the consent of both LURC and the landowner. All other land covered by this Concept Plan is regulated by the Commission's Chapter 10, as may be amended from time to time.

F. Development Approval Process

After approval of the Concept Plan applications for subdivisions shall follow the same process used by the Commission to review subdivisions throughout the jurisdiction. Applications for the two resorts shall follow the same process used by the Commission to review development and subdivision throughout the jurisdiction, except that the Applicant agrees to the following additional requirements:

1. If approval for resort development is sought in phases, the application for the first phase shall include a Master Plan for the resort which describes the anticipated full development of the resort and designates the general areas for proposed uses. The purpose of the resort Master Plan is to provide programmatic and mapping information to guide planning and Commission decision-making related to infrastructure, such as general road locations, areas for major resort facilities, general distributions of types of Resort Accommodations, and such other matters as the applicant includes in the Master Plan. The information submitted to support the resort Master Plan can be at a conceptual level or, at the option of the applicant, can be more detailed. While the application for the first phase(s) must include all site-specific information required for application approval consistent with the Commission's regulatory requirements for approval, detailed site-specific data is not required for resort master plan review.
2. The applicant may propose modifications to the resort master plan at any time to reflect changes in market conditions, additional information about site conditions and similar factors. All phases of resort development must be consistent with the resort master plan as approved or modified by the Commission.
3. At each subsequent development phase application, the Applicant shall, in addition to providing the site-specific application for that phase (or phases), provide a review of the Master Plan in order to demonstrate consistency with, or to identify any proposed changes to the previously approved Master Plan.

G. Concept Plan Components

1. Introduction

“Following determination of the management focus for individual lakes and other areas, the specific amount and location of development is identified, including the general number and type

of dwellings (e.g. year-round, seasonal, remote camps, backcountry cabins) and the general type of commercial development, if any. General locations of dwellings should be established at this point, utilizing the list of areas best suited for development.

Utilizing the list of areas best suited for conservation, conservation measures are also identified at this point, including the amount of land (acres and shore frontage) affected and the nature of the conservation provided (donation of land in fee, donation of easement, provision of public access, or other measures)..”¹

The Concept Plan includes development, conservation, and recreation components.

Development Components: The Plan establishes development zones to accommodate residential, nonresidential and resort development. These zones encompass approximately 20,500 acres and there is no possibility for residential or resort development beyond the boundaries of the development zones. The development zones are listed in Section 2 and shown on Maps 3-9.

Conservation Components: Development will be “balanced” by 90,000 acres of permanent conservation easement. This permanent conservation both balances development and provides comparable conservation to compensate for waivers of adjacency. In addition to prohibiting development, the balance easement will also guarantee, in perpetuity, public access and sustainable forestry. Furthermore, the Plan provides, as a benefit to the public, of an additional 340,000 acres of conservation (295,000 acres within the Concept Plan Area and 45,000 acres outside the Concept Plan Area). These conservation areas will protect unique natural landscapes, permit sustainable forest management, and serve resident and visitors wishing to recreate in the region.

Recreation Components: The recreation components include permanent hiking, cross-country skiing, and snowmobile trail rights of way and provide additional benefits to the public.

(See Map 2: Concept Plan Summary at the end of this section.)

2. Development Components

The Concept Plan includes four types of development zones – residential, mixed use, resort, and commercial/industrial. These zones are close to service centers, existing development and/or areas within close proximity to the public highways that serve the region. The development zones are modeled upon those that apply under LURC’s Rangeley Plan. The zones are located and designed to accommodate development needs for the life of the Plan.

Permanent conservation areas surround these zones and prevent their expansion.

All protection subdistricts within the development zones remain in effect unchanged for the 30-year life of the Plan and are classified as protection “zones,” except that, as necessary, P-GP subdistricts have been rezoned to allow for development.

¹ Guide to Preparing a Concept Plan, Maine Land Use Regulation Commission, June 2003.

Development is concentrated in the following areas:

- Long Pond
- South Brassua Lake
- Rockwood – Blue Ridge
- Route 6/15 Corridor
- Moose Bay
- Upper Wilson Pond
- Beaver Cove
- Lily Bay Residential
- Lily Bay Resort
- Big Moose Mountain Resort

All proposed zones are depicted in the Development Area Maps that follow. These maps show the various zone locations and their boundaries. The provisions for each of these zones are set forth in the Land Use Zones and Standards for the Concept Plan for Plum Creek’s Lands in the Moosehead Lake Region (hereinafter “Land Use Zones and Standards”).

Overall residential development in all of the Concept Plan’s development zones is capped for the life of the Concept Plan at a maximum 975 Residential Dwelling Units. Affordable housing, employee housing and on-site caretaker/manager housing are not included in the cap.

Please note that Separation Zones, as defined by the Maine Forest Practices Act, have been delineated on a stand-alone map, separate from the above-described Development Area Maps. Plum Creek will defer development in the Separation Zones until the earliest of the following events: 1) ten years has elapsed from the date the harvest was completed, or 2) sufficient regeneration of the harvested area has occurred. Sufficient regeneration will be determined under 04-058 Maine Forest Service Chapter 20 Forest Regeneration & Clearcutting Standards. All Separation Zones are shown on Maps 13-18 at the end of this section.

a. Areas Allowing Residential and Mixed Use Zones

Residential development under the Concept Plan will be located primarily in two types of residential zones. They are designated:

- D-RS2M – Community Residential Development Zone
- D-RS3M – Residential Recreation Development Zone

The D-RS2M zone accommodates subdivisions and a range of housing types such as single and multi-family residential dwellings. It also allows for community facilities. The D-RS3M residential zone provides for low-density residential development and accommodates single-family residential units and subdivisions.

Residential development may be located in any of the residential development zones, subject to designated caps, as well as in the Big Moose Mountain Resort Area.

Located adjacent to or within some of the residential zones are small general development zones that will accommodate mixed use development. They are designated as follows:

- D-GN3M – Rural Mixed-Use Development Zone

The purpose of the D-GN3M zone is to provide for a range of complementary uses, including both commercial and residential uses, that have a similar size, scale and character as the uses allowed in the residential zones.

i. Long Pond Development Area

All development zones in this area will be designated as D-RS3M.

The Concept Plan caps development in this area to a maximum of 110 Residential Dwelling Units. Approximately 75 of these Residential Dwelling Units will be located on the shorefront. Final location of development, and number of units, will be subject to site limitations and will be determined at the subdivision approval stage. Most of these units will be located east of the Narrows, on both the north and south shores of the Pond, with a few more of these units located in a small zone on the southwest side of the Narrows.

Shorefront lots may range in size from 1/2 acre to 3 acres. Backlots (lots that are not shorefront lots) may range in size from 1/2 acre to seven acres. All lots will have the option of having utility service. Access to subdivisions will be directly off Route 6/15 or over existing Plum Creek haul roads.

The size of the development zones in the Long Pond Development Area are as follows:

- *Acres on Northeast Shore in D-RS3M Zone: 323 acres.*
 - Protection Zones: 3 acres.
 - Total shorefront: 10,576 feet
 - Shorefront in protection zone: 1,454 feet
- *Acres on Northwest Shore in D-RS3M Zone: 250 acres*
 - Protection Zones: 0
 - Total Shorefront: 7,558 feet
 - Shorefront in protection zone: 0 feet
- *Acres on Southeast Shore in D-RS3M Zone: 912 acres.*
 - Protection Zones: 37 acres
 - Total shorefront: 13,938 feet
 - Shorefront in protection zone: 6,532 feet
- *Acres on Southwest Shore in D-RS3M Zone: 15 acres.*
 - Protection Zones: 0 acres
 - Total shorefront: 913 feet

- Shorefront in protection zone: 0 feet

(See Map 3: Long Pond Development Area at the end of this section.)

ii. South Brassua Lake Development Area

The development zones in this area are a D-RS2M (Community Residential Development Zone) on the South Peninsula, and a D-RS3M (Residential Recreation Development Zone) on the eastern shore. Two D-GN3M (Rural Mixed-Use Development Zones) are provided; one centrally sited on the peninsula, and the other located on Route 6/15.

The Concept Plan caps residential development in this area at a maximum of 250 Residential Dwelling Units. Approximately 110 of these Residential Dwelling Units will be located on the shorefront. Almost all units will be located on the South Peninsula, however, provision is made for a limited number of units on the eastern shore of the lake near the Poplar Hill development. Final location of development, and number of units, will be subject to site limitations and will be determined at the subdivision approval stage.

Shorefront lots may range in size from ½ acre to 3 acres. Back lots may range in size from ½ acre to 7 acres. All lots on the Peninsula will have utility services. Access to Peninsula development will be off Route 6/15. Access to shorelots on the east side of the lake will be by water, unless road access can legally be secured at a future date.

The size of the development zones in the South Brassua Lake Development Area are as follows:

- *Acres on South Peninsula D-RS2M Zone: 2,721 acres*
 - Protection zones: 135 acres
 - Total shorefront: 45,989 feet
 - Shorefront in protection zone: 6,351 feet
- *Acres in D-GN3M Zone: 34.6 acres*
 - Protection zones: 0 acres
- *Acres on East Shore D-RS3M Zone: 60 acres*
 - Protection Zones: 0 acres
 - Total shorefront: 5,333 feet
 - Shorefront in protection zone: 0 feet
- *Acres at Rt. 6/15 and Railroad D-GN3M Zone: 56 acres*
 - Protection zones: 3 acres
 - Total shorefront: 763 feet
 - Shorefront in protection zone: 0 feet

(See Map 4: South Brassua Lake and Rockwood/Blue Ridge Development Areas)

iii. Rockwood/Blue Ridge Development Area

The Rockwood/Blue Ridge Development Area contains the two types of residential zones (D-RS2M, and D-RS3M), and a Rural Mixed Use Development Zone (D-GN3M).

One D-RS2M zone is west of the existing village, on Route 6/15, near the entrance to the Brassua Dam site. Along Route 6/15 where the road follows the shore of Brassua Lake is a D-RS2M zone. A D-RS3M zone is located on the southeastern side of Blue Ridge. Adjacent to Rockwood Village is a D-GN3M zone, with a D-RS2M zone adjacent to, and west of it.

It is estimated that approximately 160 Residential Dwelling Units will be located in this area. It is estimated that 3 of these units will be shorefront. The amount and location of development will be subject to site limitations and will be determined at the subdivision approval stage. The total 975 Residential Dwelling Unit cap may not be exceeded. Affordable Housing units may be located in this area. Shorefront lots will range in size from ½ acre to 3 acres. Backlots may range in size from ½ acre to 7 acres. All lots will have electric and telephone service. Access will be off Route 6/15.

The sizes of the development zones in the Rockwood/Blue Ridge Development Area are as follows:

- (a) **West of the village on Route 6/15, near the entrance to the Brassua Dam site:**
 - *D-RS2M Zone:* 181 acres
 - Protection Zones: 0 acres
- (b) **Along Route 6/15, on shore of Brassua Lake:**
 - *D-RS2M Zone:* 860 acres
 - Protection zones: 1 acre
 - Total shorefront: 7,754 feet
 - Shorefront in protection zone: 308 feet
- (c) **Southeastern side of Blue Ridge:**
 - *D-RS3M Zone:* 1,998 acres
 - Protection Zones: 8 acres
- (d) **Adjacent to Rockwood village:**
 - *D-GNM Zone:* 235 acres
 - Protection Zones: 0.4 acres
 - Total shorefront: 594 feet
 - Shorefront in protection zone: 0 feet

- *D-RS2M Zone*: 628 acres
 - Protection Zones: 5 acres
 - Total shorefront: 746 feet
 - Shorefront in protection zone: 428 feet

(e) **Top of Blue Ridge:**

- *M-GNM Zone*: 290 acres (development is not allowed in the M-GNM zone)

(See Map 4: South Brassua Lake and Rockwood/Blue Ridge Development Areas.)

iv. Route 6/15 Corridor Development Area

The Route 6/15 Corridor Development Area is comprised of a Residential Recreation Development Zone (D-RS3M) and a Rural Mixed-Use Development Zone (D-GN3M). An existing Commercial Industrial Development Zone (D-CIM) is also located in this area. It is estimated that approximately 125 units will be located in this area. It is estimated that 20 of these units will be shorefront. The amount and location of development will be subject to site limitations and will be determined at the subdivision approval stage. Affordable housing units may be located in this area.

Shorefront lots will range in size from 1/2 acre to 3 acres. Backlots may range in size from 1/2 acre to 7 acres. All lots will have electric and telephone service. Access will be off Route 6/15.

The size of the development zones in the Route 6/16 Corridor Development Area are as follows:

- *D-RS3M Zone*: 2,842 acres
 - Protection Zones: 506 acres
 - Total shorefront: 23,161 feet
 - Shorefront in protection zones: 13,727
- *D-GN3M Zone*: 87 acres
 - Protection Zones: 0.6 acres
 - Total shorefront: 1,342
 - Shorefront in protection zones: 136 feet

(See Map 5: Route 6/15 Corridor Development Areas and Existing Commercial / Industrial Zone at the end of this section.)

v. Moose Bay Development Area

The proposed zones in this area are D-RS2M (Community Residential Development Zone) and a small D-GN3M (Rural Mixed-Use Development Zone) located on Route 6/15.

It is estimated that approximately 110 units will be located in this area with approximately 12 of these units on the shore of Moosehead Lake, however, the amount and location of development will be subject to site limitations and will be determined at the subdivision approval stage. Affordable Housing units may be located in this area.

Shorefront single-family units will be on lots ranging in size from 1/2 acre to 3 acres. Single-family back lots may range in size from 1/2 acre to 7 acres. Both single-family and multi-family units are permitted. Affordable Housing may be integrated into this area. All units will have electric and telephone service. Access will be directly off Route 6/15.

The sizes of the development zones in the Moose Bay Development Area are as follows:

- *D-RS2M Zone*: 1,123 acres
 - Protection Zones: 55 acres
 - Total shorefront: 8,578 feet
 - Shorefront in protection zone: 698 feet
- Acres in *D-GN3M Zone*: 20 acres
 - Protection Zones: 0 acres

(See Map 6: Moose Bay Development Area at the end of this section.)

vi. Upper Wilson Pond Development Area

The zone proposed for this area is a D-RS3M (Residential Recreation Development Zone). Upper Wilson Pond is a Management Class 4 Lake.

The Concept Plan caps development at 32 single-family Residential Dwelling Units on this pond. It is estimated that approximately 16 of these units will be shorefront. The amount and location of development will be subject to site limitations and will be determined at the subdivision approval stage.

The shorefront lots may range in size from 1/2 acre to 3 acres; back lots may range in size from 1/2 acre to 7 acres. Access will be off Lily Bay Road, using the Prong Pond/Upper Wilson haul road. Utilities may not be provided to this area.

The sizes of the development zones in the Upper Wilson Pond Development Area are as follows:

- *D-RS3M Zone*: 184 acres
 - Protection Zones: 0 acres
 - Total shorefront: 4,561 feet
 - Shorefront in protection zones: 0 feet

(See Map 7: Beaver Cove and Upper Wilson Pond Development Area at the end of this section.)

vii. Beaver Cove Development Area

The development zone in this area will be designated as a D-RS3M zone (Residential Recreation Development Zone).

It is estimated that approximately 32 units will be located in this area, however, the amount and location of development will be subject to site limitations and will be determined at the subdivision approval stage.

Lots sizes may range in size from 1/2 acre to 7 acres. All lots will have electric and telephone service. Access will be off the Lily Bay Road.

The size of the development zone in the Beaver Cove Development Area is as follows:

- *D-RS3M Zone*: 117 acres
 - Acres in Protection Zones: 0.1 acres

(See Map 7: Beaver Cove and Upper Wilson Pond Development Area at the end of this section.)

viii. Lily Bay Residential Development Area

The Lily Bay Residential Development Area contains a D-RS2M (Community Residential Development Zone) and a D-RS3M (Residential Recreational Development Zone).

The Concept Plan caps residential development in this area at a maximum of 154 Residential Dwelling Units. Approximately 24 of these Residential Dwelling Units will be located in the D-RS2M zone and 130 in the D-RS3M zone. The amount and location of development will be subject to site limitations and will be determined at the subdivision approval.

Lots sizes in each zone may range in size from 1/2 acre to 7 acres. All lots will have electric and land-line telephone service. Access to each zone will be off the Lily Bay Road.

The sizes of the development zones at the Lily Bay Residential Development Area are as follows:

- *D-RS2M Zone*: 357 acres
 - Protection zones: 21 acres
- *D-RS3M Zone*: 3,224 acres
 - Protection Zones: 143 acres

See Map 8: Lily Bay Resort and Lily Bay Residential Development Areas at the end of this section.)

b. Resort Zones

Resort development will be located in two D-GN2M Resort Development Zones: one at Big Moose Mountain and a smaller one at Lily Bay.

The two D-GN2M Resort Development Zones will accommodate a broad mix of compatible tourism, recreational, commercial and residential uses, and allow for larger scale development that is appropriate to resorts.

i. Big Moose Mountain Resort Area

The Big Moose Mountain Resort Area will be designated as a D-GN2M (Resort Development Zone). The area includes the east and north slopes of the mountain, some limited shoreland on Indian Pond, approximately two-thirds of the Burnham Pond shoreland, and Deep Cove on Moosehead Lake.

The Concept Plan limits resort development in the Big Moose Mountain Resort Area to 800 Resort Accommodations. In addition, employee housing may be located here. Further, Plum Creek may relocate Residential Dwelling Units in the Big Moose Mountain Resort Area, subject to the total Residential Development Cap for the Concept Plan Area of 975 Residential Dwelling Units. Resort Accommodations built on Indian Pond will be low impact.

In the Big Moose Mountain Resort Area, Resort Accommodations as well as Residential Dwelling Units transferred into the area from other areas can be up to 7 acres. There is no limit on commercial lot sizes. There will be utility services for the resort's entire infrastructure. The resort will be accessed off Route 6/15.

Within the Big Moose Mountain Resort Area's D-GN2M zone, all existing protection subdistricts will remain in place (except the shoreland P-GP zones, which will be rezoned to allow for resort development). Some M-GNM zones also fall within the overall resort area.

The size of the development zones at Big Moose Mountain Resort Area are as follows:

(a) Big Moose Mountain Mountain to Rte. 6/15:

- *D-GN2M Zone:* 3,553 acres
 - Protection zones: 155 acres
 - M-GNM zone: 107 acres
 - Total shorefront on south shore of Burnham Pond: 10,189 feet
 - Shorefront in protection zones on south shore of Burnham Pond: 2,815 feet

(b) North Shore of Burnham Pond:

- *D-GN2M Zone:* 211 acres
 - Protection zones: 0.4 acres
 - Total shorefront on northeast shore of Burnham Pond: 4,022 feet
 - Shorefront in protection zones on northeast shore of Burnham Pond: 96 feet

(c) **Indian Pond:**

- *D-GN2M Zone:* 110 acres
 - Protection zones: 2 acres
 - Total shorefront: 7,068 feet
 - Shorefront in protection zones: 0 feet

(d) **Deep Cove:**

- *D-GN2M Zone:* 572 acres
 - Protection zones: 2 acres
 - Total shorefront: 9,940 feet (this development area is separated from the lakefront by the railroad track)
 - Shorefront in protection zones: 0 feet

(See Map 9: Big Moose Mountain Resort Area Development Area at the end of this section.)

ii. Lily Bay Resort Area

The Lily Bay Resort Area will be designated as a D-GN2M (Resort Development Zone). The Resort Development Zone is approximately 800 acres and has frontage on Moosehead Lake.

The Concept Plan limits resort development in the Lily Bay Resort Zone to 250 Resort Accommodations. In addition, employee housing may be located here. Resort Accommodations built in the area east of the Lily Bay Road will be low impact.

There is no limit on commercial lot sizes. There will be utility services for the resort's entire infrastructure. The resort will be accessed off the Lily Bay Road.

Within the Lily Bay Resort Area's D-GN2M zone, the size of the development zones are as follows:

(a) **Lily Bay, West of Lily Bay Road: D-GN2M zone: 725 acres**

- Protection Zones: 50 acres
- Total shorefront: 9,888 feet
- Shorefront in protection zones: 1,389 feet

(b) **Lily Bay Township, East of Lily Bay Road: D-GN2M Zone: 52 acres**

- Protection Zones: 0 acres.

(See Map 8: Lily bay Resort and Lily Bay Residential Development Areas at the end of this section.)

c. Existing Commercial/Industrial Zone

An existing LURC-approved Commercial Industrial (D-CI) subdistrict is within the Route 6/15 Corridor area, between Route 6/15 and the railroad tracks. This subdistrict allows for commercial and industrial development that is not compatible with residential uses. The existing allowed uses in this zone will be retained under the Concept Plan with the following designation:

- *D-CIM – Commercial Industrial Development Zone: 90 acres.*

(See Map 5: Route 6/15 Corridor Development Area and Existing Commercial/Industrial Zone at the end of this section.)

3. Conservation Components

The conservation components described in this section include: (a) the Balance Conservation Easement, (b) the Conservation Framework, and (c) other conservation measures, which will prohibit development and protect resources for the life of the 30-year Concept Plan.

“Balance Conservation” is that certain working forest conservation easement which has been donated by Plum Creek for balance, and is more particularly described in Section G.3.a. below. The “Conservation Framework” consists of those purchased working forest conservation easements and conservation fee sales which provide additional public benefit. The Conservation Framework is defined in Section G.3.b.

All together, these conservation measures will permanently conserve 430,000 acres (95%) of the Concept Plan Area. (See Map, “Development Relative to Conservation,” at the end of this section.)

a. Balance Conservation Easement

The Balance Conservation consists of a single working forest conservation easement covering approximately 90,000 acres (the “Balance Conservation Easement”). In summary, the Balance Conservation Easement specifies that no residential development will ever be permitted, public foot access will be guaranteed and all forest management activities will be sustainably managed in accordance with a Resource Management Plan. All of the Balance Conservation is permanent and will take effect immediately upon Concept Plan approval.

The Balance Conservation Easement Area is described as follows.

i. Lily Bay to Upper Wilson Pond

The Balance Conservation Easement Area extends from the east shore of Spencer Bay south and east to the Frenchtown/Lily Bay Township line; it includes most of

Beaver Cove Township, surrounds Upper Wilson Pond, and terminates on the high ridge south of the Pond.

ii. Long Pond to Brassua Lake

The easement runs from the western end of Long Pond to and including the western shore of Brassua Lake, on both sides of the Moose River. The area includes land north of Long Pond and the Moose River, and the watershed of Demo Pond. To the south, it includes a large area that extends two miles south of the Moose River and the northern shore of Long Pond.

iii. Moosehead Lake Outlets to Indian Pond

The Balance Conservation Easement in this area covers the land adjoining Indian Pond and the East and West Outlets, from ½ mile to 1 mile wide. Conservation land in this area includes land located on Blue Ridge in Rockwood and on Big Moose Mountain, including lands adjoining the State-owned Little Moose Unit. High land seen from Knights Pond and other pristine ponds nearby is also protected under this conservation easement.

The three large conservation areas described above include 15 pristine ponds. However, easements on another 45 pristine ponds scattered throughout the Plan Area will also be granted upon Concept Plan approval.² All easements on these latter ponds will be 500 feet wide as measured from the high water mark. Conservation on pristine ponds will protect 89 miles of shoreland and all of Plum Creek's shoreland ownership on all 60 of these waterbodies. These 60 ponds are listed below.

10,000 Acre Pond, Chase Stream Township
Bates Pond, Chase Stream Township
Bluff Pond, Frenchtown Township
Brown Pond, Bowdoin College Grant West Township
Center Pond, Soldiertown Township
Chase Stream Pond, Chase Stream Township
Chase Stream Pond, Misery Township
Chub Pond, Chase Stream Township
Cold Stream Pond, Misery/Parlin Pond/Johnson Mountain Townships
Cranberry Pond, Bowdoin College Grant West Township
Dead Stream Pond, Chase Stream Township/West Forks Plantation
Demo Pond Rockwood Strip West Township
Dipper Pond, Soldiertown/Pittston Academy Grant Townships
Ellis Pond, Chase Stream Township
Fish Pond, Thorndike Township
Flat Iron Pond, Chase Stream Township
Fletcher Pond East, Brassua Township

² The 10 ponds in the Roach Ponds area are not included here because the Roach Pond Acquisition Area is part of a conservation sale, and therefore cannot be counted as "balance".

Fletcher Pond West, Brassua Township
Fogg Pond, Bowdoin College Grant West Township
Fogg Pond, Long Pond Township
Hedgehog Pond, Bowdoin College Grant West Township
Horseshoe Pond, Bowdoin College Grant West Township
Horseshoe Pond, Chase Stream Township
Horseshoe Pond, Misery Gore/Parlin Pond Townships
Indian Pond, Bowdoin College Grant West
Island Pond, Chase Stream Township
Jewett Pond, Spencer Bay Township
Knights Pond, Chase Stream Township
Knights Pond, Squaretown/Moxie Gore Townships
Lazy Tom Bog, T1 R13
Leith Pond, Brassua Township
Little Chase Stream Pond, Misery Township
Little Indian Pond, Squaretown Township
Little Otter Pond, Sandwich Academy Grant Township
Long Pond, Chase Stream Township
Long Pond, Elliotsville, T7 R9 NWP
Lost Pond, Thorndike Township
Lower Paradise Pond, Misery Gore/Parlin Pond Townships
Lucky Pond, Spencer Bay Township
Luther Pond, Thorndike Township
Misery Pond, Misery Township
Moose River, Sandwich Academy Grant Township
Mountain Pond, Beaver Cove Township
Mud Pond, Beaver Cove Township
Mud Pond, Chase Stream Township
Mud Pond, Thorndike Township
Muskrat Pond, Thorndike Township
Notch Pond, Bowdoin College Grant West Township
Otter Pond, Sandwich Academy Grant Township
Prong Pond, Beaver Cove Township
Roderique Pond, Sandwich Academy Grant Township
Round Pond, Chase Stream Township
Rum Pond, Bowdoin College Grant West Township
Scribner Bog, Squaretown Township
Secret Pond, Elliotsville Township
Smith Pond, Misery Township/Parlin Pond Township
Spencer Pond, Spencer Bay Township
Squirtgun Flowage, Chase Stream Township
Tomhegan Pond, West Middlesex Township
Upper Misery Pond, Misery Township
Upper Paradise Pond, Misery Gore Township

In addition, the Balance Conservation Easement includes all of Plum Creek's shorefront ownership in Big W Township on Moosehead Lake, most of the north and western shores of Brassua Lake, and significant portions of shorefront of Long, Indian, and Upper Wilson Ponds. Also, over 5 miles of the Moose River is within the Balance Conservation Easement Area and will be permanently protected. This section of the river runs from the outlet at the east end of Long Pond, for the length of the Moose River, to an inlet on Little Brassua Lake, an area primarily in Sandwich Academy Grant Township.

Under the terms of the working forest conservation easement for these areas:

- Public foot access shall be permitted;
- No Residential Dwelling Units or Resort Accommodations will be permitted;
- All forest management activities will be managed in accordance with a Resource Management Plan approved by the holder of the Balance Conservation Easement. The terms of the Balance Conservation Easement and the Moosehead Legacy Conservation Easement are similar. There must be SFI or other third-party certification of management practices.

The Balance Conservation Easement (excluding the trail rights of way) will be held by the Forest Society of Maine.

(See Map 10: Balance Conservation Easement at the end of this section.)

b. Conservation Framework

As additional public benefit, Plum Creek has entered into a set of binding agreements with The Nature Conservancy to create the Conservation Framework. These agreements are contingent upon Commission approval of this Concept Plan. The Conservation Framework consists of:

- The sale of a conservation easement, the Moosehead Legacy Conservation Easement, comprising approximately 266,000 acres.
- The fee sale of the 29,500-acre Roach Pond Acquisition Area to a conservation purchaser; and
- The fee sale of Number Five Bog (45,000 acres located outside the Plan Area) to a conservation purchaser.

The components of the Conservation Framework are described below.

i. Moosehead Legacy Conservation Easement

The Moosehead Legacy Conservation Easement, another component of the Conservation Framework, covers approximately 266,000 acres including some or nearly all of Plum Creek's ownership in 21 of the 29 townships where the Concept Plan Area is located. The shoreland

within 500 feet of the high water mark of all the pristine ponds in these townships is excluded because these areas will already be protected by Plum Creek's donated Balance Conservation Easement. The Moosehead Legacy Conservation Easement links the State-owned Kineo property; Big Spencer Mountain, Nahmakanta, Seboomook, and Little Moose units; the 100-Mile Wilderness area; the Roach Ponds Acquisition Area; and the Balance Conservation Easement along the eastern shore of Moosehead Lake from Lily Bay to Upper Wilson Pond in Bowdoin College Grant West. In the northwest of the Plan Area it extends from Thorndike Township to Big W and on the southwest it covers large parts of Long Pond, Misery, Chase Stream and Squaretown Townships. The Concept Plan Summary Map illustrates the conservation lands which will be linked by the Moosehead Legacy Conservation Easement.

The terms of the Moosehead Legacy Conservation Easement guarantee traditional public pedestrian access in perpetuity, prevent the development of Residential Dwelling Units or Resort Accommodations, and ensure the continuation of commercial working forestry that meets sustainable forestry standards. Upon approval of this Concept Plan, The Nature Conservancy will be legally bound to purchase this easement.

For a more precise description of the Moosehead Legacy Conservation Easement, please refer to the *pro forma* found in Section H.

(See Map 11: Conservation Framework at the end of this section.)

ii. Roach Ponds Acquisition Area

Plum Creek will sell its lands in T1 R12 WELS, Shawtown Township, and Bowdoin College Grant East, an area known as the "Roach Pond Acquisition Area," to the Nature Conservancy or its assignee upon approval of this Concept Plan. The legal obligation to purchase the property in the Roach Pond Acquisition Area becomes fixed upon Plan approval; closing may occur within five years thereafter.

The Roach Pond Acquisition Area comprises approximately 29,500 acres. It's northern border is the State-owned Nahmakanta region; the southern border is the Appalachian Trail; its southern extent adjoins land owned and conserved by the Appalachian Mountain Club, while most of the western border adjoins the Moosehead Legacy Conservation Easement.

The Roach Pond Acquisition Area includes shorefrontage on all or part of ten high resource value ponds: Second Roach, Third Roach, Fourth Roach, Trout, First West Branch, Second West Branch, Third West Branch, Fourth West Branch, Beaver and Penobscot Ponds, and Long Bog. The Roach Pond Acquisition Area also encompasses Shaw Mountain and mountain peaks along the Appalachian Trail.

iii. Number Five Bog Acquisition

Plum Creek has agreed to sell a fee interest on one of the Northeast's outstanding peat bogs to The Nature Conservancy. The land includes a substantial portion of the unconserved lands around the Moose River headwaters. Number Five Bog lies south of Attean Township, in T5 R7

BKP WKR and Appleton, Bradstreet, and Hobbstown Townships, adjacent to land that is currently under a conservation easement held by the Forest Society of Maine.

c. Other Conservation Measures

i. Protection Subdistricts

LURC has established various “protection” subdistricts, such as Fish and Wildlife (P-FW), Great Pond (P-GP), Accessible Lake (P-AL), Mountain Area (P-MA), Recreation Protection (P-RR), and Shoreland (P-SL) subdistricts that set out appropriate restrictions on land use within these mapped areas. Existing zoning regulations are intended to protect sensitive resources from irresponsible development and inappropriate use (see Chapter 10, of the Commission’s existing Rules and Standards).

ii. M-GNM Subdistrict

The allowable uses in the M-GNM Zone under the Concept Plan P-RP subdistrict are effective for the 30-year term of the Concept Plan. The protection of the commercial forest land base for wood and fiber production is a major objective of the Plan. To that end, roughly 95% of the land base in the Concept Plan Area will be zoned M-GNM and continue to be managed as a commercial working forest subject to sustainable forestry standards. This Concept Plan removes the existing residential development provisions of LURC’s M-GN.

4. Recreation Components

The recreation components of the Concept Plan are described below.

Additional benefits offered through the Concept Plan includes 3 recreation trails:

- the ITS Snowmobile Trail Right of Way: 74 miles;
- the Peak to Peak Hiking Trail Right of Way: 67 miles; and
- the northern part of the Moosehead-to-Mahoosucs Ski Trail Right of Way for cross-country skiing, biking, and hiking: 12 miles.

The ITS Snowmobile Trail Right of Way will be held by the Maine Bureau of Parks and Lands and the Moosehead-to-Mahoosucs Ski Trail and Peak to Peak Hiking Trail Rights of Way will be held by the Western Mountains Charitable Foundation. All of the trails which make up the Concept Plan’s recreation components are more particularly described in the *pro forma* documents found in Section H.

(See Map 12: Permanent Trail Easements at the end of this section.)

5. H. Infrastructure and Public Safety

Appendix A contains the Infrastructure and Community Impact Analysis dated April 2007 prepared by Eastern Maine Development Corporation (“EMDC” and “EMDC Report.”). The EMDC Report identifies existing infrastructure, governmental services and public safety capacities that currently exist and identifies future capacity needs that may arise if the Concept Plan is implemented.

The EMDC Report demonstrates that there is surplus capacity in the education and health care systems in the region. Implementation of the Concept Plan will benefit both these systems by reducing existing underutilization.

The EMDC Report states that there is an undersupply of rental housing units and projects that if the Concept Plan is implemented, up to 160 workforce/affordable housing units will be required. Plum Creek has partnered with Coastal Enterprises, Inc. to provide for 100 acres of land to be dedicated to the creation of Affordable Housing in Greenville, Jackman and the Greenville-Rockwood corridor. Plum Creek’s Concept Plan also includes on-site resort employee housing.

Plum Creek has submitted a report indicating that there is adequate groundwater to supply the 975 Residential Dwelling Units and the proposed resorts. (See Rezoning Petition Tab 18b.) Ground water supply is not an issue addressed in the EMDC Report.

Plum Creek must obtain a traffic movement permit from the Maine Department of Transportation (“MDOT”). The MDOT permit will address transportation capacity and safety issues regarding the Concept Plan’s impacts to State road networks.

The Concept Plan will enhance the region’s recreational infrastructure by creating a permanent right of way for the ITS Snowmobile Trail Right of Way and permanent rights of way for hiking trails. Combined, these easements provide 153 miles of trail location in perpetuity.

Utility line extensions will be provided by the developer as part of the applications for subdivision approval or resort development.

Solid wastes from the resorts and subdivisions will be handled either by transporting the waste to a local transfer station or by trucking it directly to a licensed regional facility either in Norridgewock, Orrington or Old Town. The costs of disposal will be paid by tipping and/or collection fees paid by the property owners.

More than adequate capacity to accept anticipated construction-generated waste has been confirmed by the owners of Crossroads Landfill and Juniper Ridge Landfill. Construction contractors hired to construct the proposed structures will place construction waste in a roll-off or other container and transfer it to the licensed disposal facility, thus avoiding the impact on local transfer facilities.

Through the construction of roads and other facilities in the proposed Concept Plan, significant quantities of land clearing debris will be generated and require disposal. Land clearing and

disposal practices will be carried out pursuant to current Maine Department of Environmental Protection (“DEP”) regulations, which include:

- Onsite disposal in less-than-one-acre sites providing the disposal is not located in either wetlands, on a significant sand and/or gravel aquifer to protect the natural resources,
- Chipping of land clearing debris under approved Best Management Practices (“BMP”), erosion control or onsite spreading; or
- Burning of land clearing debris provided that ashes are spread on the same parcel of land where generated and spread in a manner that would not inhibit plant growth.

The EMDC Report concludes that these methods have been adequate to handle land-clearing debris at most area construction projects. If land-clearing debris for some of the development cannot be adequately disposed of on-site, Plum Creek is prepared to set aside land on both the east and west sides of Moosehead Lake to accept land clearing debris from Concept Plan-associated development. The cost of disposing of land clearing debris will be incorporated into each development’s construction costs.

The core facilities at the proposed resort areas are predicted to generate between 30 to 75 tons of sewage sludge per year, depending on what type of facilities are ultimately included in the resort and the type of sewage treatment process that is chosen. Local wastewater facilities near the resort will be the preferred method of disposal; if those facilities lack the capacity to handle the waste, a private compost facility, New England Organics in Unity, Maine, has confirmed that it has adequate future capacity to accept the sludge generated by the resorts. The costs of disposal of sewage sludge will be borne by the developer.

Two DEP-permitted facilities that accept septic tank waste have been identified: the Moosehead Sanitary District (“MSD”) in Greenville and Soil Preparation, Inc. (SPI), in Plymouth, Maine. The MSD site is currently at capacity, but is seeking DEP approval to accept an additional 408,000 gallons of waste per year. In the event that MSD is not able to obtain a permit that is sufficient to accept the septic tank waste generated by the Concept Plan, SPI has the capacity. Current DEP regulations, however, would require a transfer facility, as the SPI facility is considered to be too far for direct transfer from the waste generators. If required, Plum Creek will set aside property to be used for a transfer facility or a spreading or other disposal facility. The cost for disposal of septic waste will be borne by the property owners.

Property taxes from lots in the Unorganized Territory are distributed according to a budget proposed by the County Commissioners and approved by the Legislature. Plum Creek expects that additional tax revenue generated by the development will be available for increased law enforcement, code enforcement, fire prevention, rescue and other governmental services.

In addition, Homeowners’ Associations (“HOA”) will be established wherein the HOAs will hire a third-party inspector biannually to perform an on-site survey and prepare a report regarding compliance or noncompliance the vegetative clearing standards. Such inspector shall have the specific expertise to determine compliance with clearing standards.

The following additional provisions regarding emergency services are made part of this Concept Plan.

All deeds of sale or covenants shall include a requirement that owners utilize the county Enhanced 911 Street and Address Numbering System, so that emergency workers can respond in a timely fashion.

The resorts will be self-sufficient to the extent that they will provide for their own water, sewer, solid waste, and fire prevention needs.

Plum Creek will work with the Town of Greenville, if the opportunity presents itself, to help bring power to the emergency radio repeater station on Big Moose Mountain.

Plum Creek is willing to provide, at no cost, land needed as yet-to-be-designated trailhead/parking areas, when such areas are needed as staging areas and/or helicopter landing zones for emergency situations

a. Community Fund

Plum Creek recognizes that there are social, educational and community needs in the region that are not funded, or are not adequately funded, by taxes, fees, charities and other revenue sources. Therefore, Plum Creek will establish a Community Fund to help address these needs. The sum of One Thousand Dollars (\$1,000) or 1% of the sales price (whichever is greater) will be paid into the Community Fund from the closing of the first lot sale and \$1,000 of every lot or home resale of residential units approved in the Concept Plan. This commitment, a form of voluntary real estate transfer tax, will be assured through the recording of covenants, conditions and restrictions that will bind Plum Creek and future owners of the residential lots and homes. Plum Creek will partner with regional leaders to establish the Community Fund and to provide for governance of the Fund. Once established and funded, the Community Fund will make independent decisions about how its funds are distributed to help address social, educational and community needs. Residential units that are part of workforce, affordable or employee housing programs will not be burdened by this obligation.

b. Roads and Utilities

Roads and utilities for the subdivisions and resorts will be paid for, installed and constructed, and maintained by the HOAs and resorts, respectively. Any conditions of the MDOT permit will be complied with.

c. Affordable Housing

Plum Creek is collaborating with Coastal Enterprises Inc. (CEI), to create affordable housing opportunities in the Moosehead region. This effort will occur in two phases.

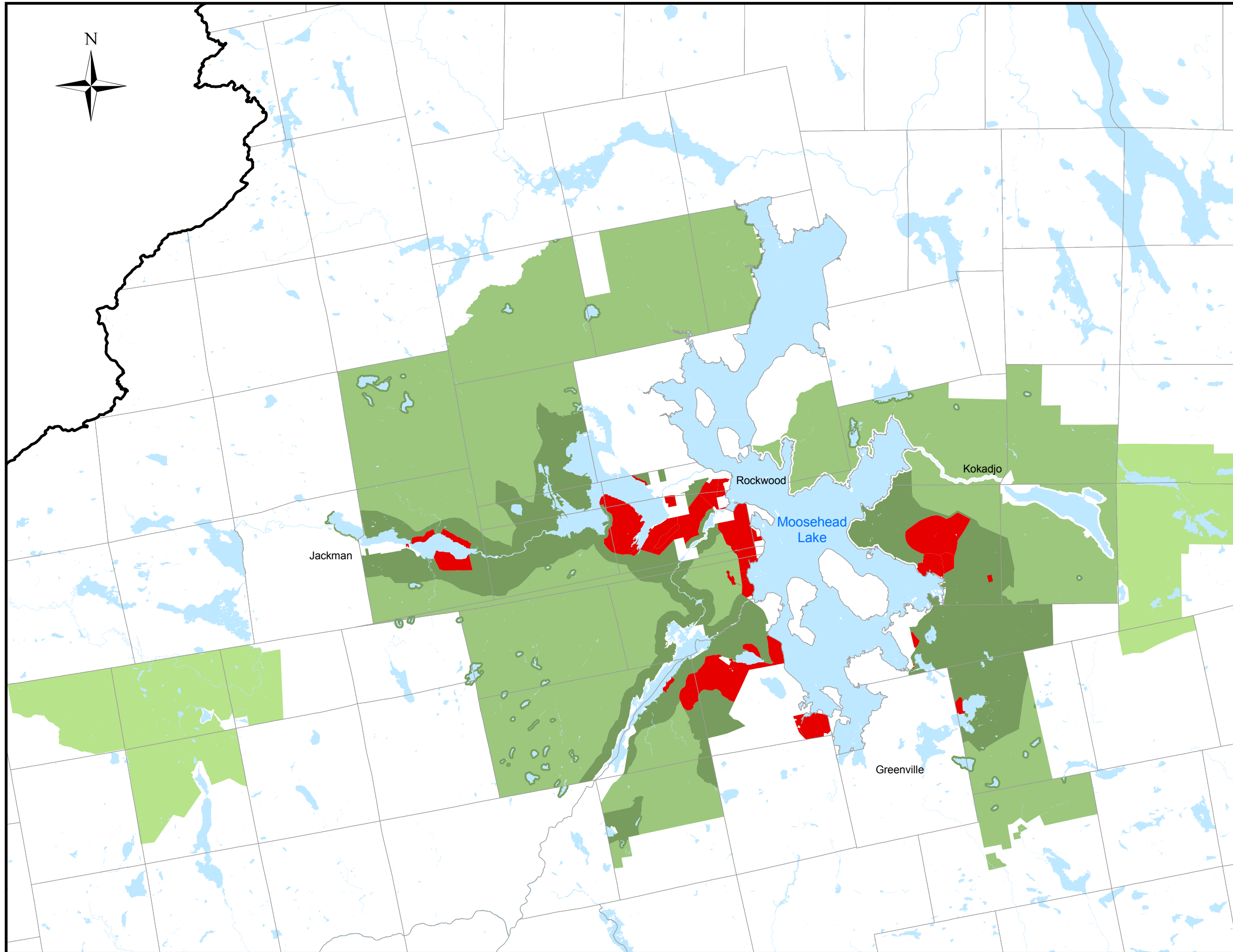
In Phase I, Plum Creek donated 25 acres toward the end of 2006 and loaned \$800,000 to CEI's Northern Heritage Development Fund ("NHDF"). The land and loan funds will be used to build Affordable Housing for working people in the Moosehead region. Fifteen acres in Greenville and ten acres in Jackman are targeted for land donation. Phase I is not tied to Concept Plan approval.

In Phase II, Plum Creek will make one or more donations of land totaling 75 acres, and make an additional \$950,000 loan to the NHDF. These commitments are contingent upon approval of the proposed Concept Plan. Locations for specific land donations have not yet been identified, but are limited to the areas described above (the Rockwood/Blue Ridge, Rte 6/15 Corridor, Moose Bay, Beaver Cove, and Big Moose development areas). The number of units that may be built is also unknown, but will be in addition to the 975 unit cap referenced above.

CEI is working to identify the number and types of dwelling units for Phase I. In addition, CEI will prepare the qualifying guidelines and the mechanisms for maintaining affordability. Similar guidelines and mechanisms for maintaining affordability will apply in Phase II.

d. Beaver Cove Town Office

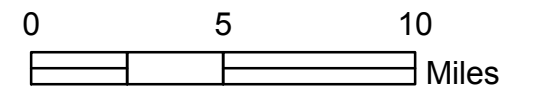
The Town of Beaver Cove has asked Plum Creek to make land off the Lily Bay Road, adjacent to the town office, available for the Town's use. Under this Concept Plan, Plum Creek will set aside up to 5 acres for possible sale to the Town outside the development zones. The likely area is designated and mapped as an M-GNM zone, and the uses allowed in the M-GNM zone have been amended to allow public and institutional buildings by special exception.



Plan Description
Development Relative to Conservation

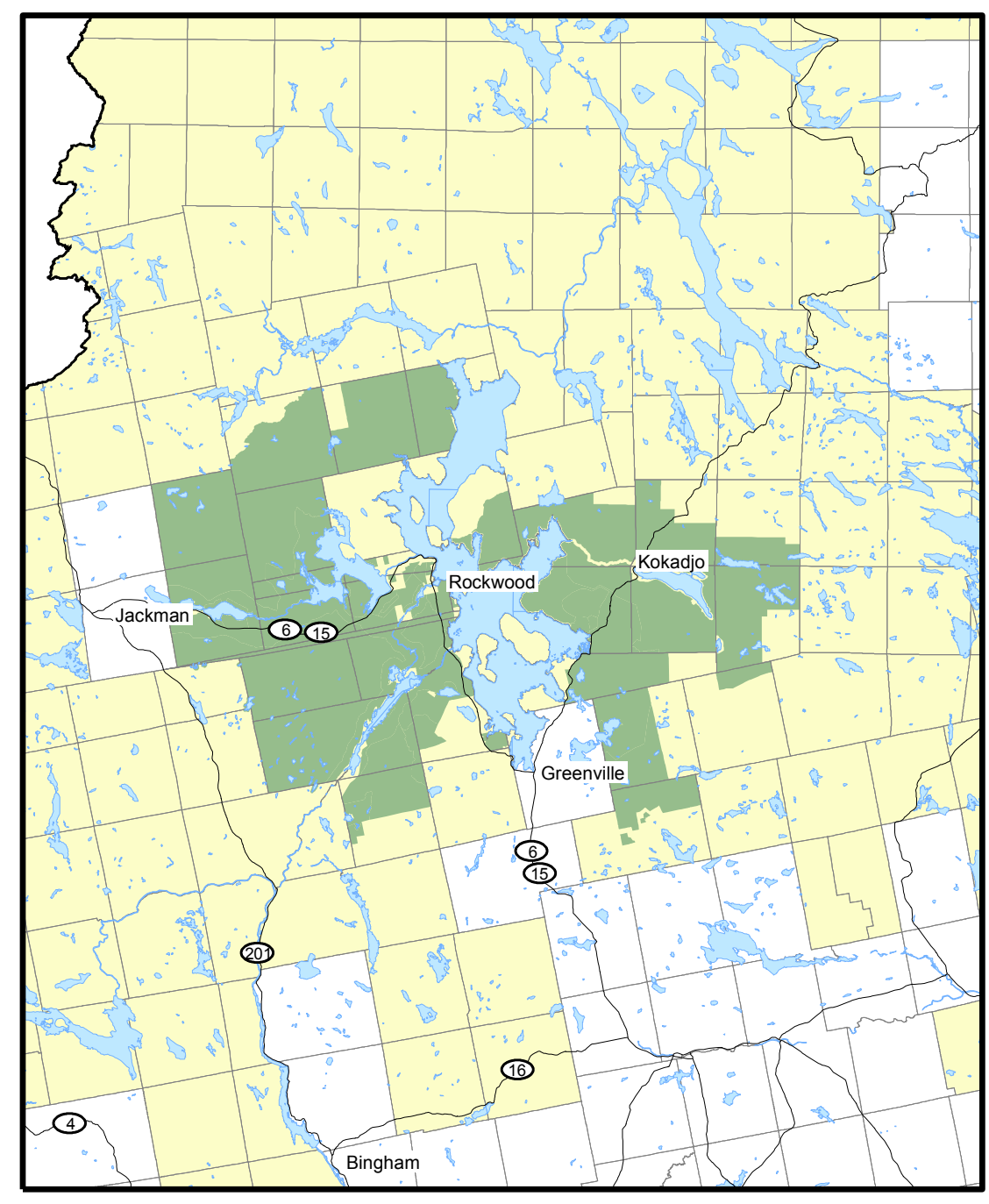
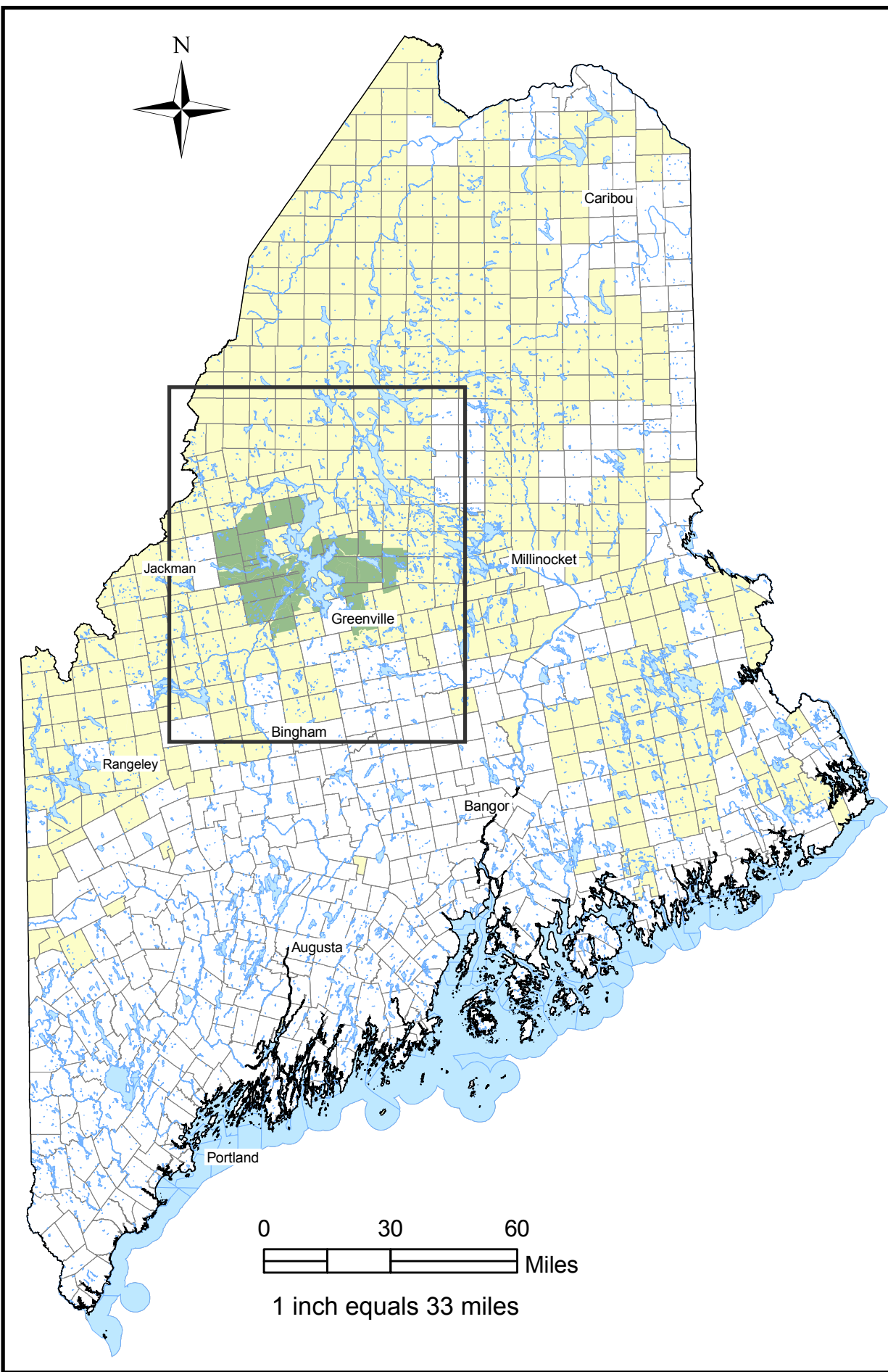
CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

- Legend**
- Balance Conservation Easement
 - Conservation Framework Easement
 - Conservation Framwork Fee Sale
 - Development Area



**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Rivers - Lakes - Ponds
 - Major Road
 - Town lines
 - LURC Jurisdiction

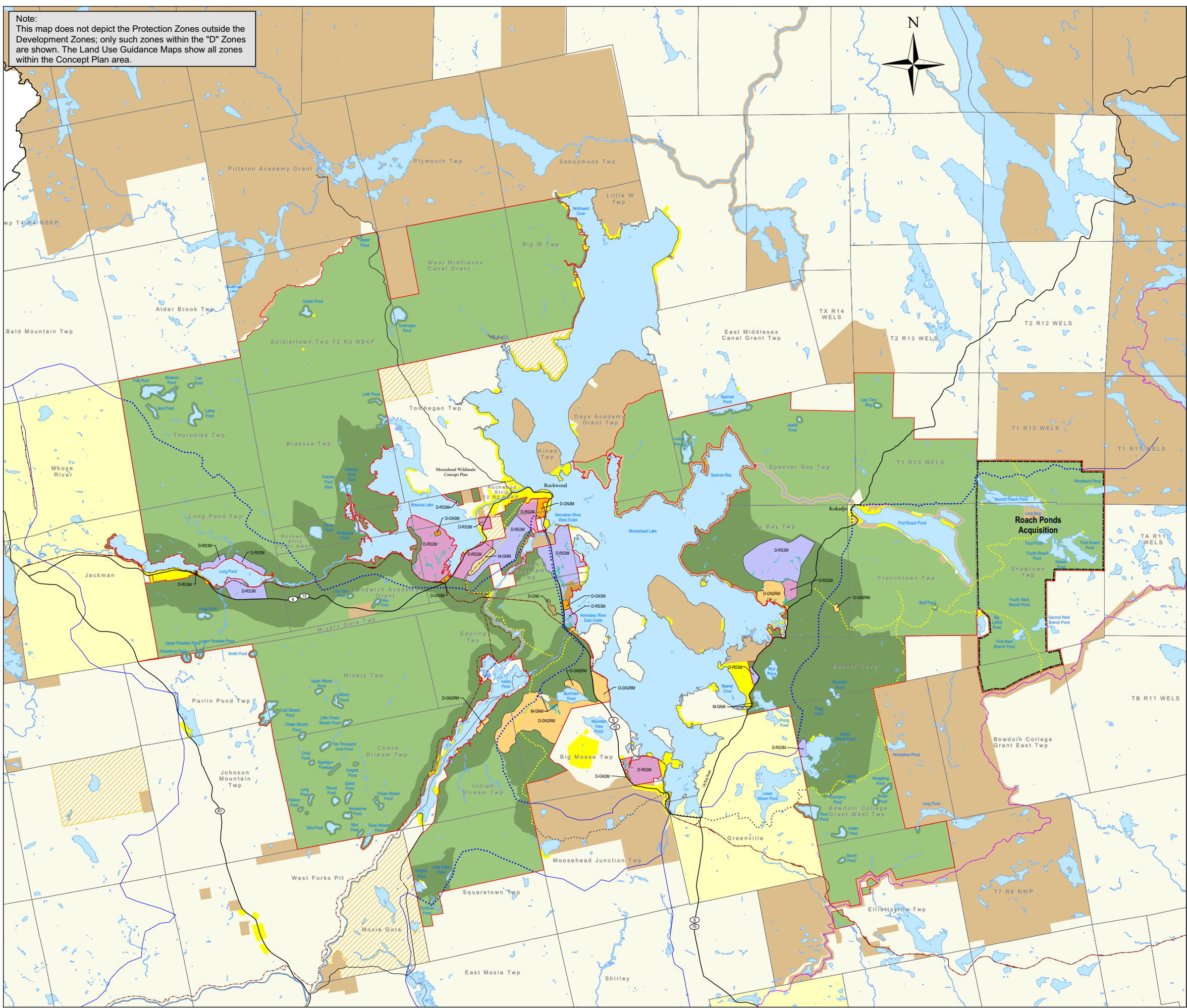


"Concept Plan" area, shown in green, contains approximately 421,000 acres

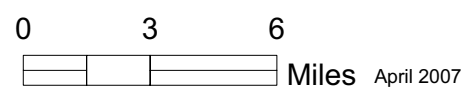
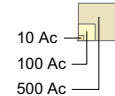
Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

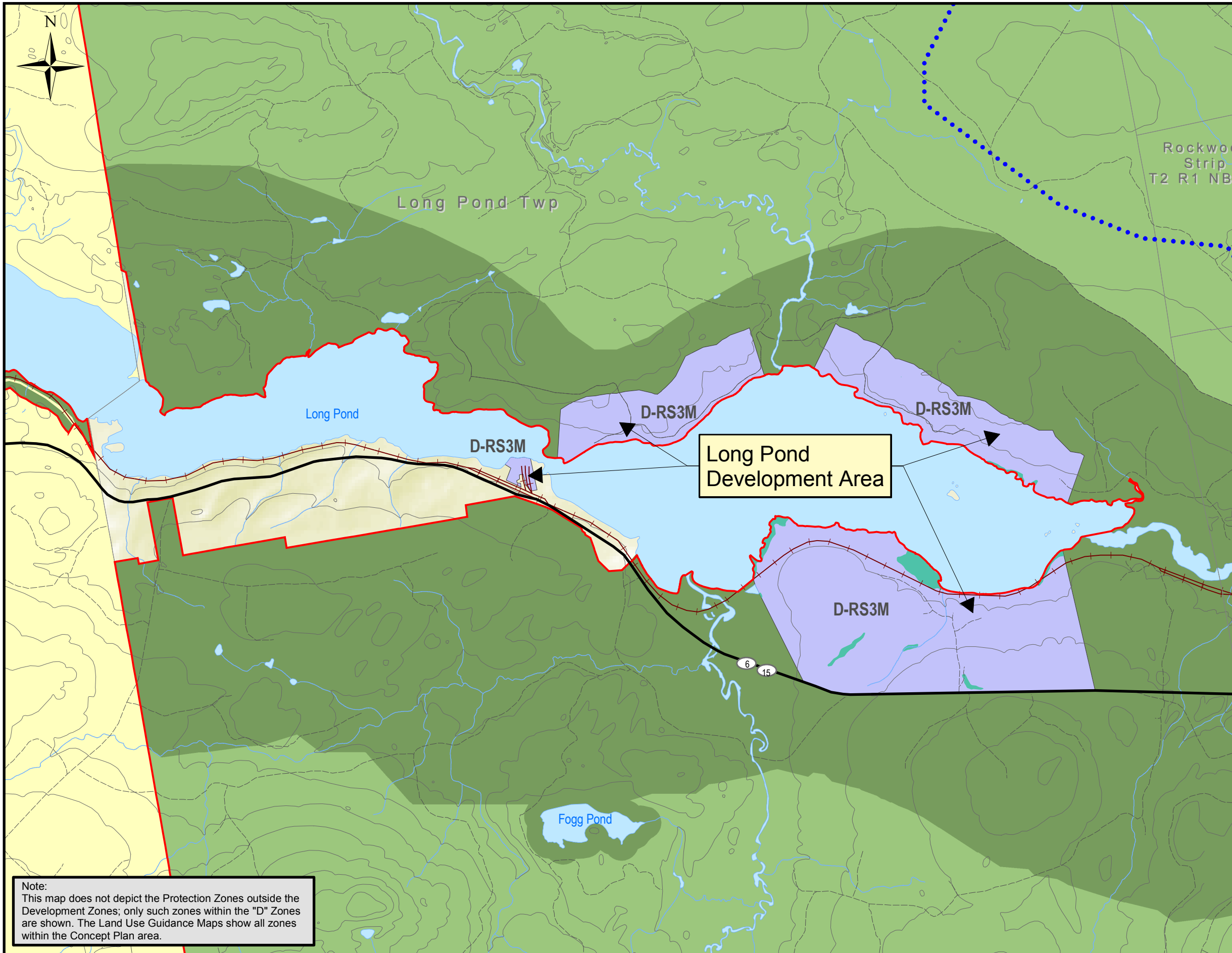


**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**



- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation Framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Areas zoned for development
 - Existing 40 Acre subdivision
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - Moosehead-to-Mahoosuc Trail Easement (cross country ski/hiking/bike trail)

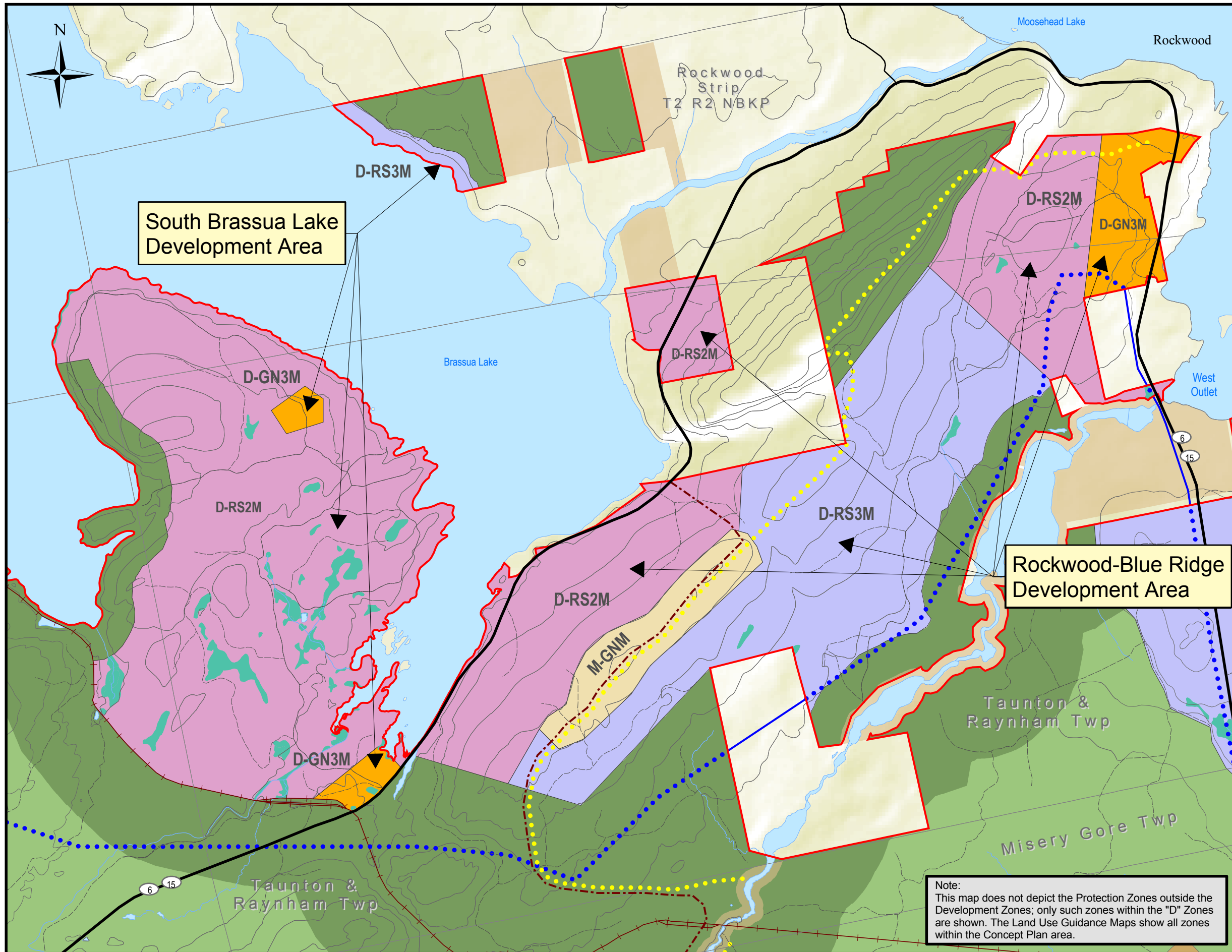




CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

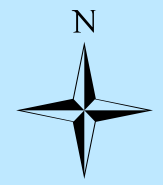
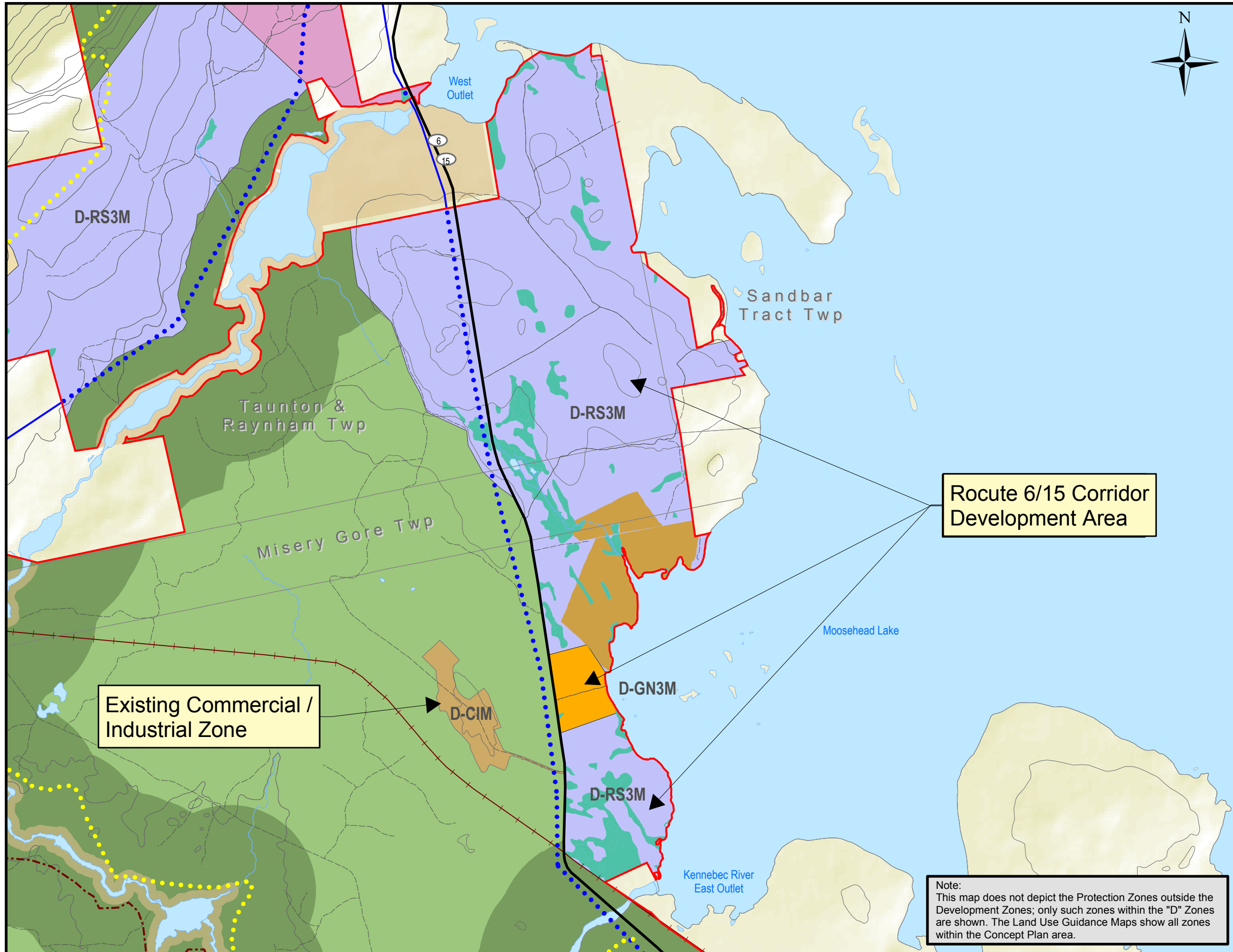
Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



**CONCEPT PLAN
 for
 PLUM CREEK'S
 LANDS
 in the
 MOOSEHEAD LAKE REGION**

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - Moosehead-to-Mahoosucs Trail Easement (crosscountryski/hiking/biketrial)

Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



Plan Description Map 5
**Route 6/15 Corridor
 Development Area and Existing
 Commercial / Industrial Zone**

**CONCEPT PLAN
 for
 PLUM CREEK'S
 LANDS
 in the
 MOOSEHEAD LAKE REGION**

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - — — — — Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

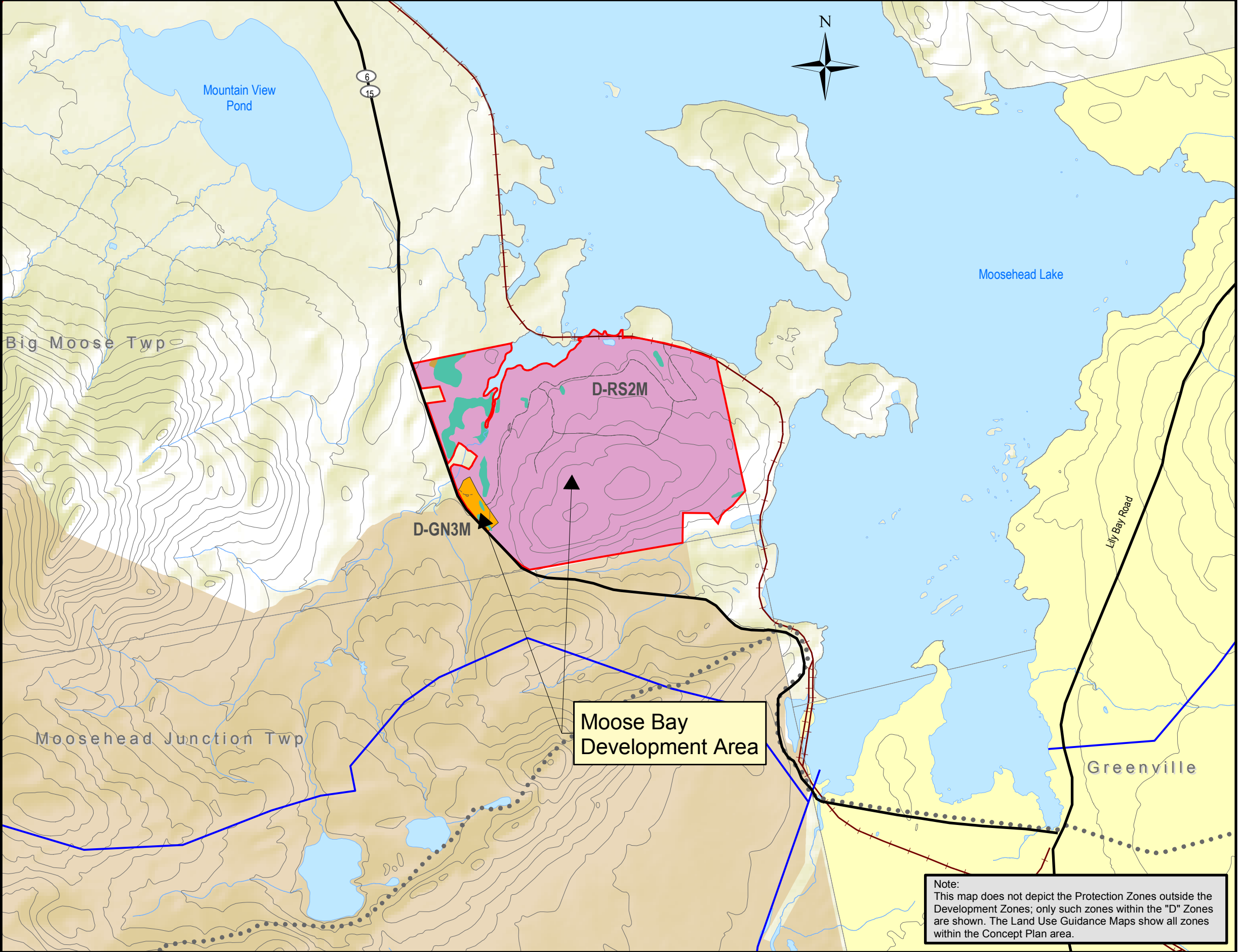
**Rocute 6/15 Corridor
 Development Area**

**Existing Commercial /
 Industrial Zone**

Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

0 1,500 3,000
 Feet APRIL 2007

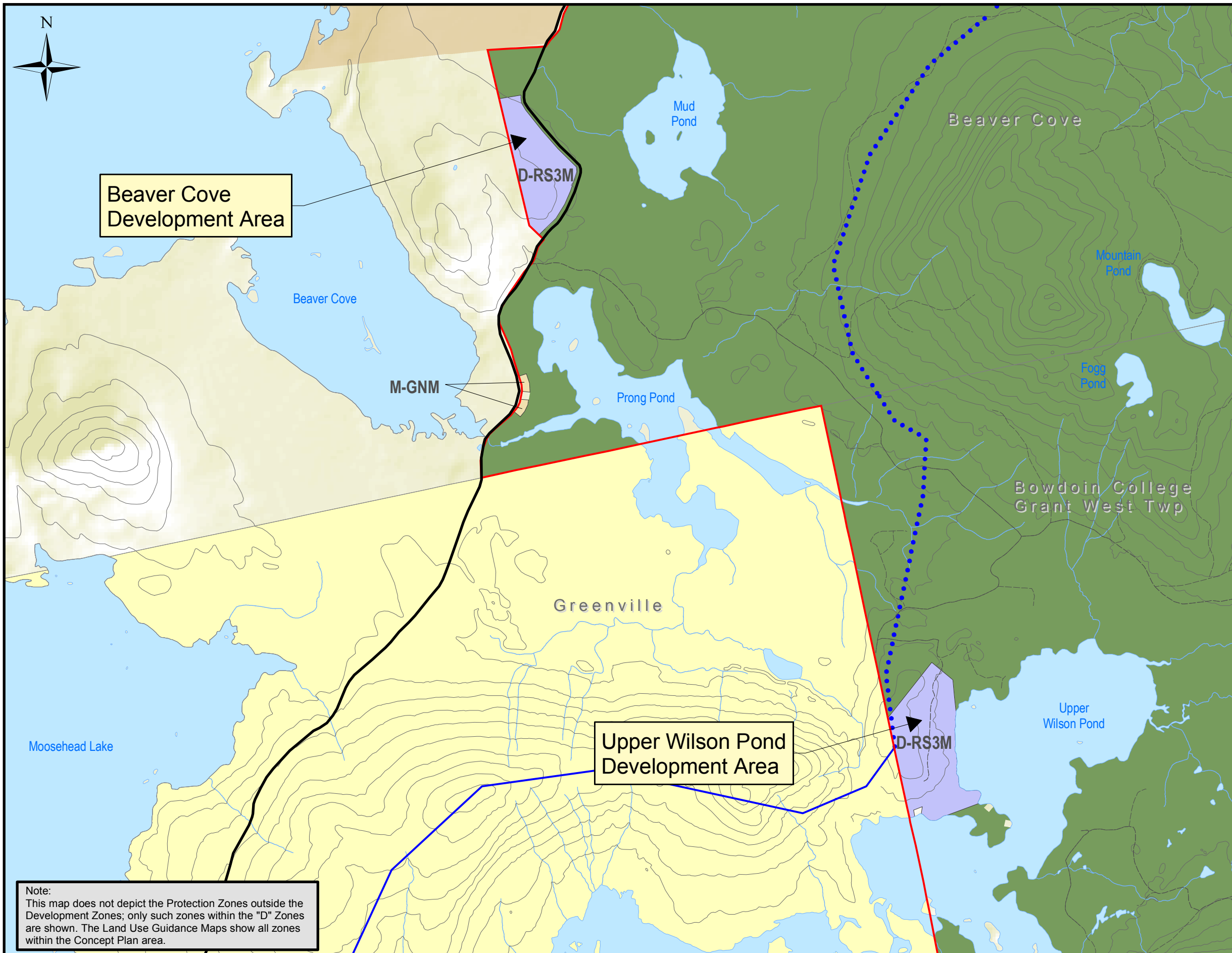
CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION



Legend

- Plum Creek Ownership Subject to Concept Plan
- Private, State, Federal Land in Conservation
- Conservation framework
- Balance Conservation Easement
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone) (M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)
- Organized Towns
- Wetland Protection Zone
- Fish & Wildlife Protection Zone
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad
- Appalachian Trail
- Proposed ITS Snowmobile Trail Easement
- Existing Public ITS Snowmobile Trail
- Proposed Peak-to-Peak Hiking Trail Easement
- Proposed Hiking Trail outside Plan Area
- Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

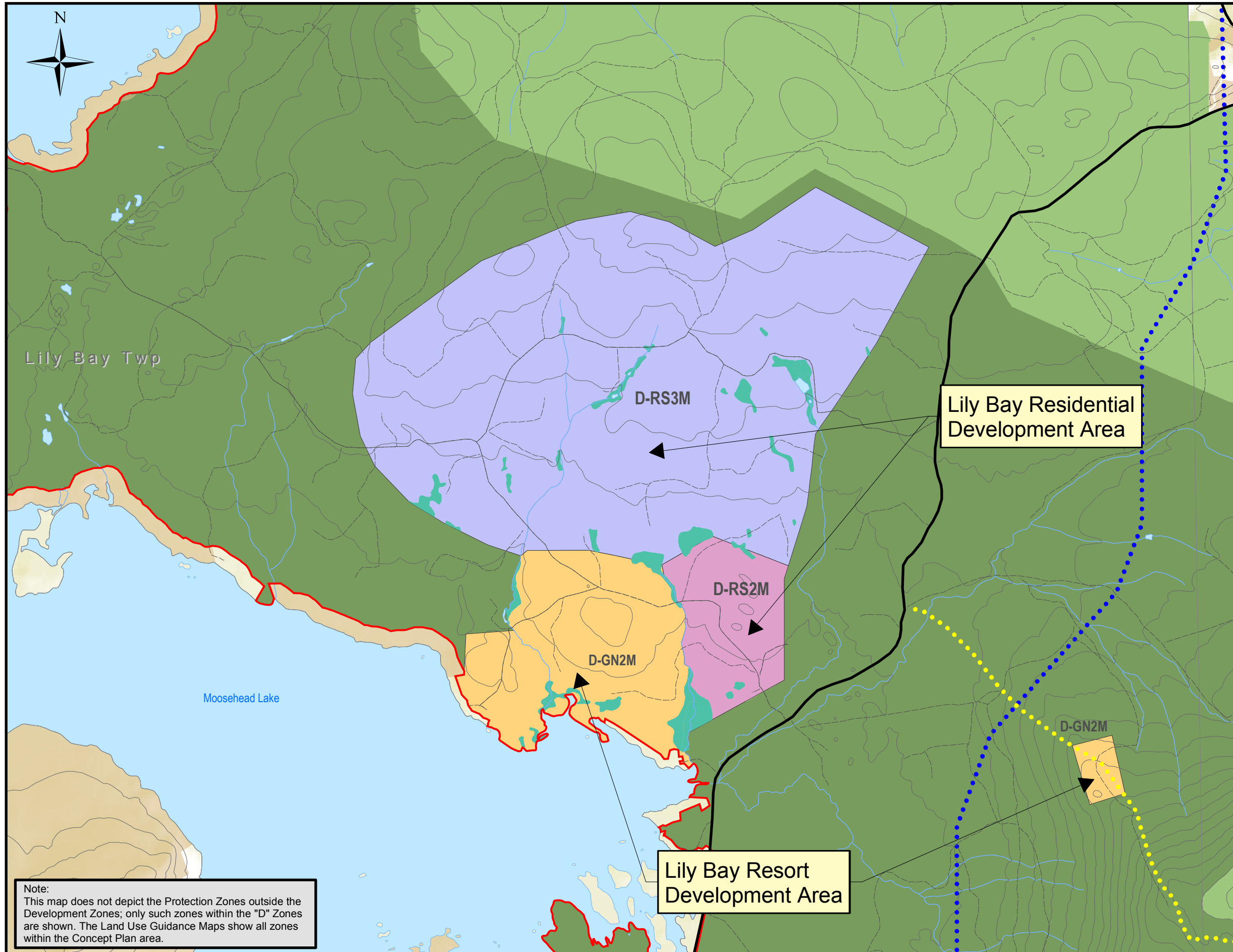
Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - - - Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

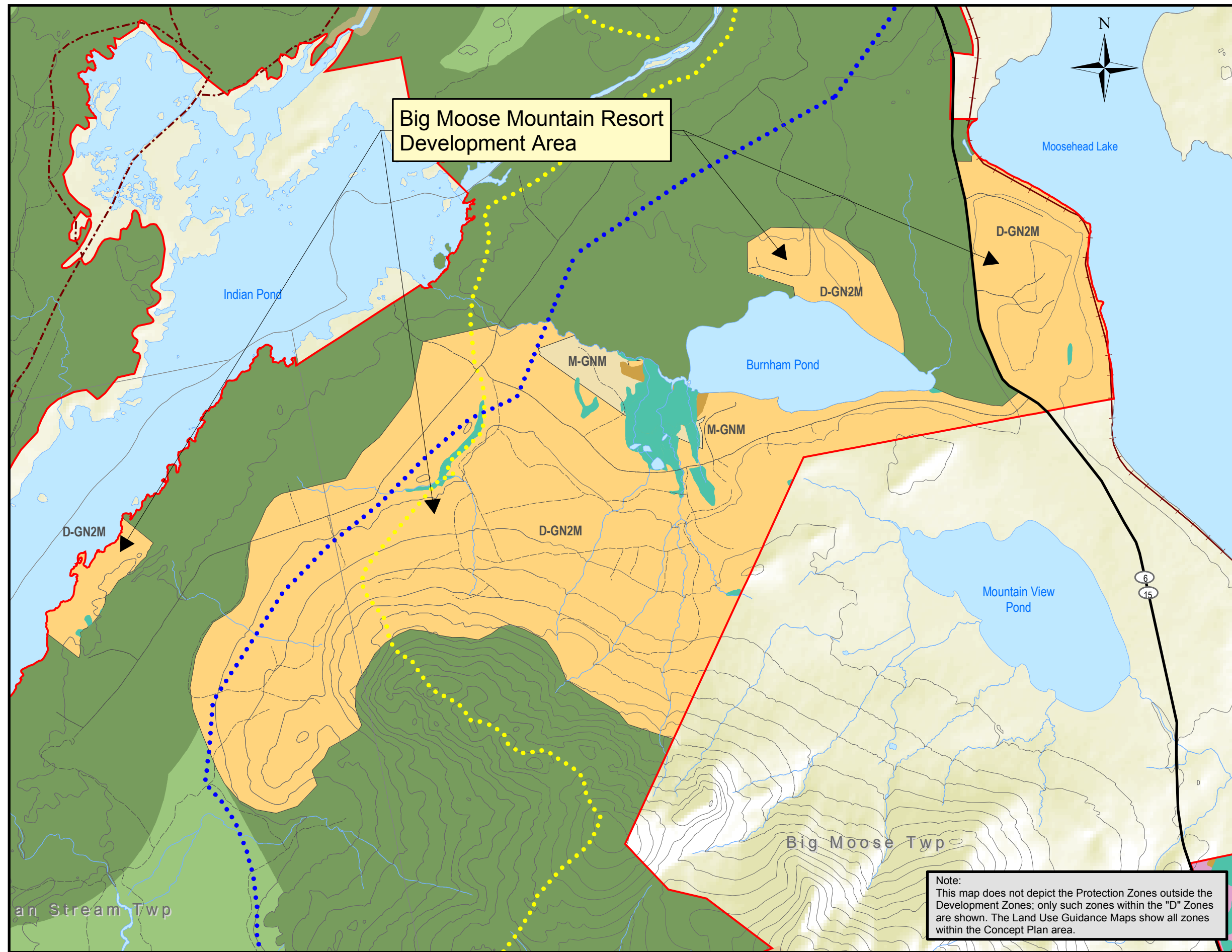


**CONCEPT PLAN
 for
 PLUM CREEK'S
 LANDS
 in the
 MOOSEHEAD LAKE REGION**

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Management Zone (within Development Zone) (M-GNM)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - - - Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

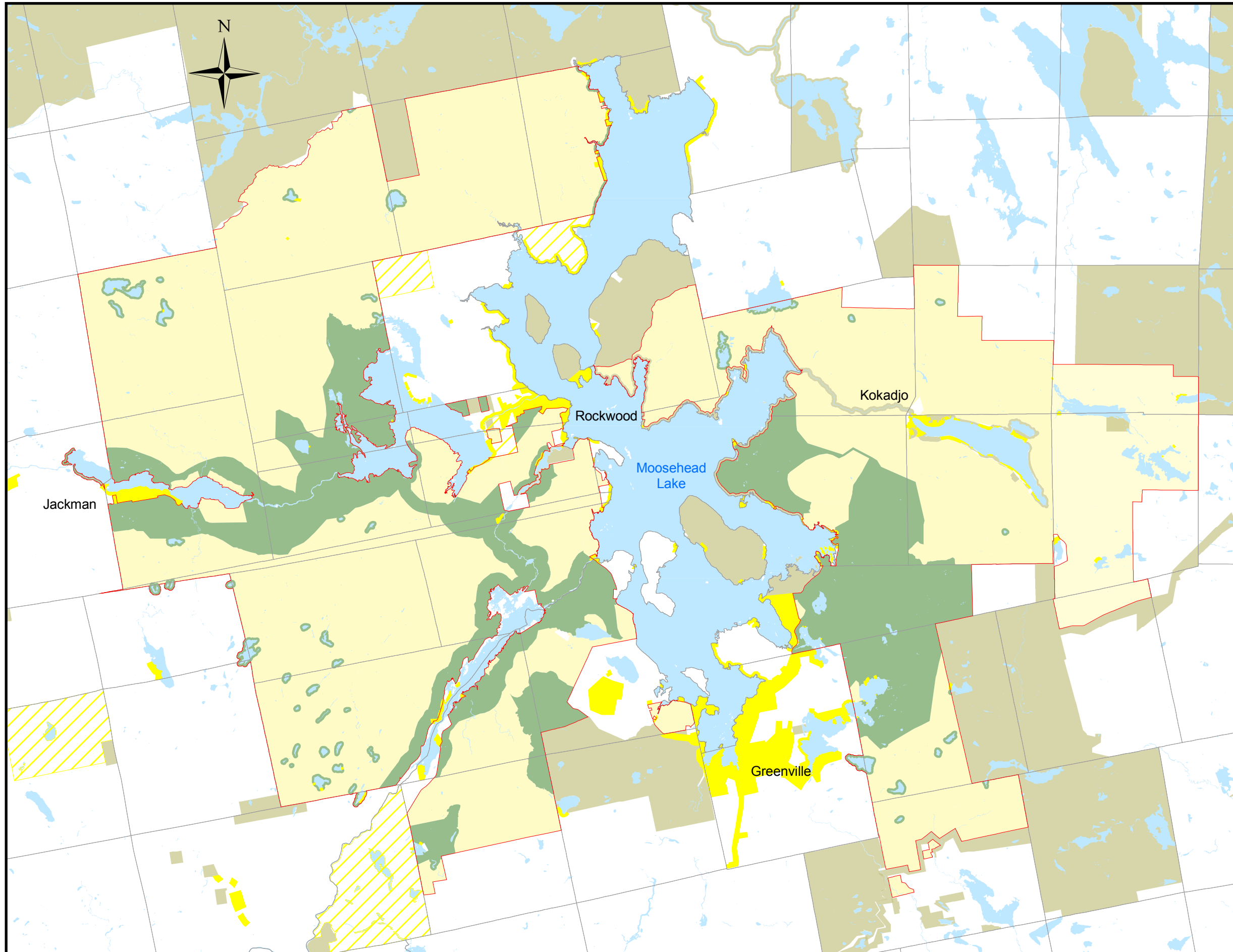
CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION



Legend

- Plum Creek Ownership Subject to Concept Plan
- Private, State, Federal Land in Conservation
- Conservation framework
- Balance Conservation Easement
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone) (M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)
- Organized Towns
- Wetland Protection Zone
- Fish & Wildlife Protection Zone
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad
- Appalachian Trail
- Proposed ITS Snowmobile Trail Easement
- — — — — Existing Public ITS Snowmobile Trail
- Proposed Peak-to-Peak Hiking Trail Easement
- Proposed Hiking Trail outside Plan Area
- Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike trail)

Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

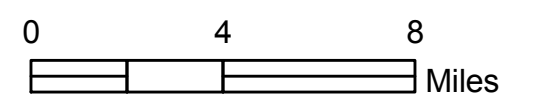


Plan Description Map 10
Balance Conservation Easement

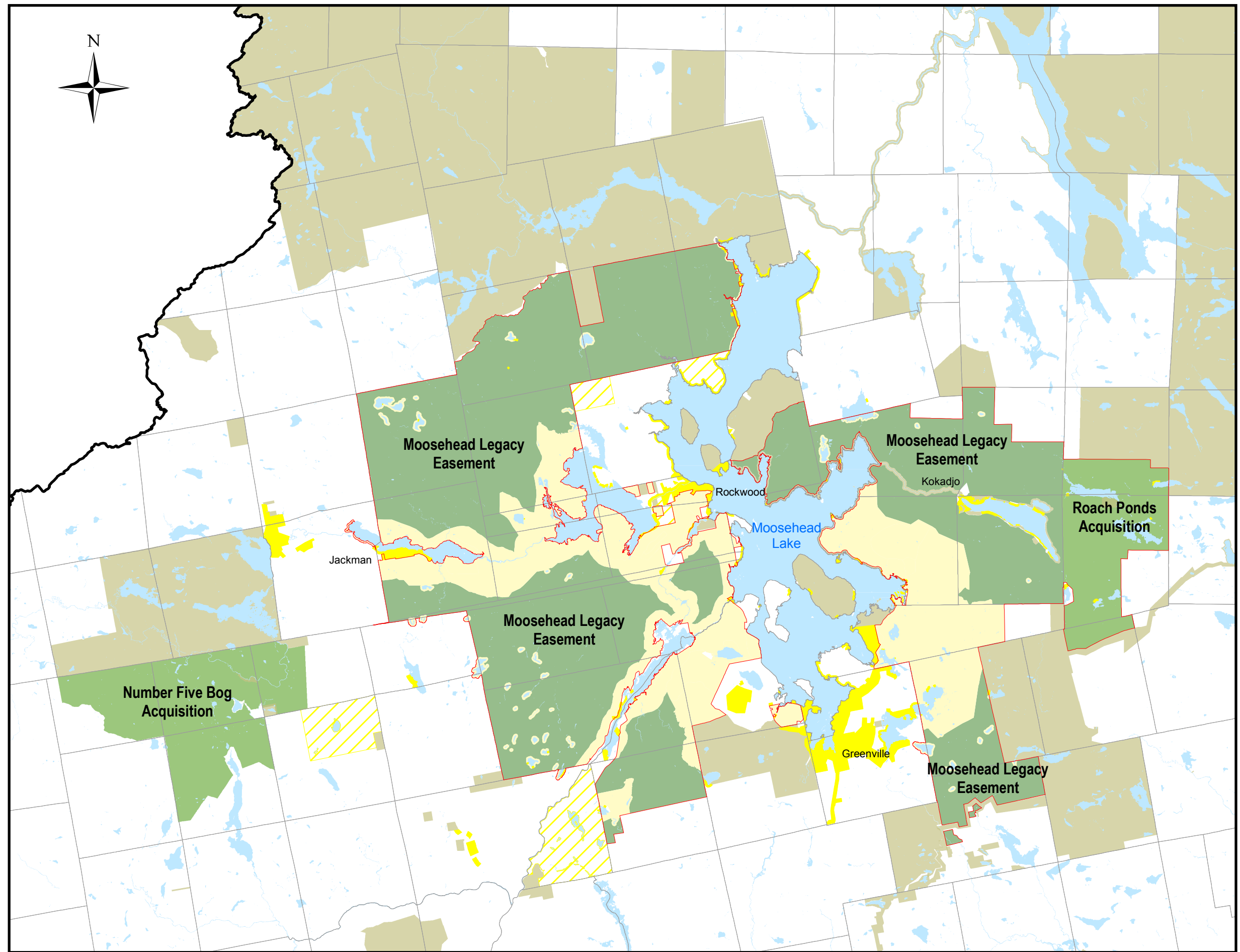
CONCEPT PLAN
 for
PLUM CREEK'S
LANDS
 in the
MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Balance Conservation Easement - 90,000 acres (to balance development)



CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION



Legend









- Plum Creek Ownership Subject to Concept Plan
- Moosehead Legacy Conservation Easement
266,000 acres (not part of development balance)
- Roach Pond Acquisition - 29,500 acres
(not part of development balance)
- Number Five Bog Acquisition - 45,000 acres
(not part of development balance)

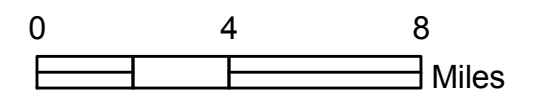
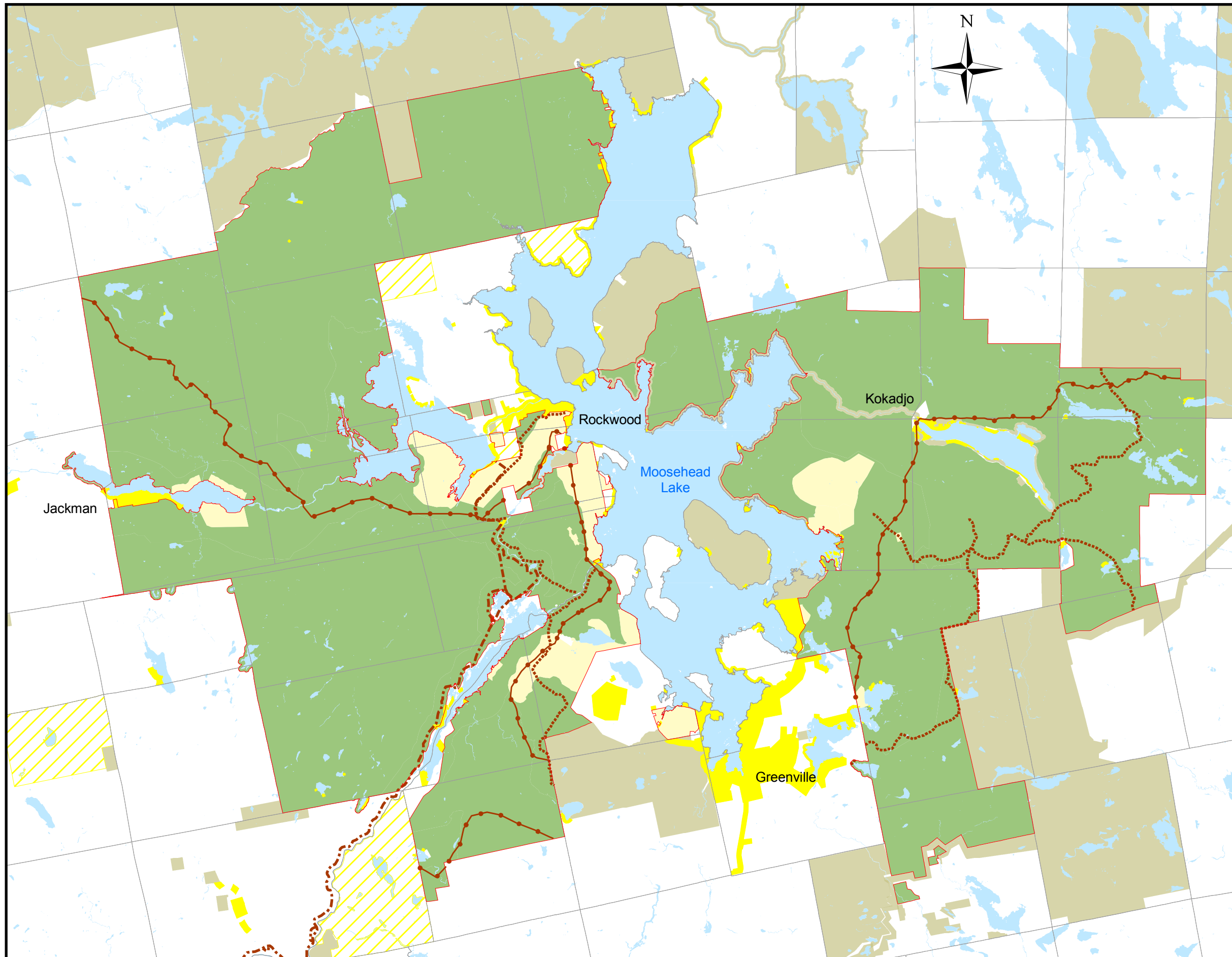
Note:
All three areas, the Moosehead Legacy Easement, the Roach Ponds Acquisition and the Number 5 Bog Acquisition comprise the Conservation Framework

Permanent Trail Easements

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

-  Private, State, Federal Land in Conservation
-  Existing Development or LURC Development Subdistrict
-  Existing 40 Acre Subdivision
-  Plum Creek Ownership Subject to Concept Plan
-  Conservation Lands (Balance Conservation and the Conservation Framework)
-  Permanent ITS Snowmobile Trail - 74 miles
-  Proposed Peak-to-Peak Hiking / Bike Trail - 67 miles
-  Moosehead to Mahoosucs Trail - 12 miles (Cross-Country Ski / Hiking / Bike Trail)

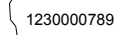


**Long Pond
Separation Zones**

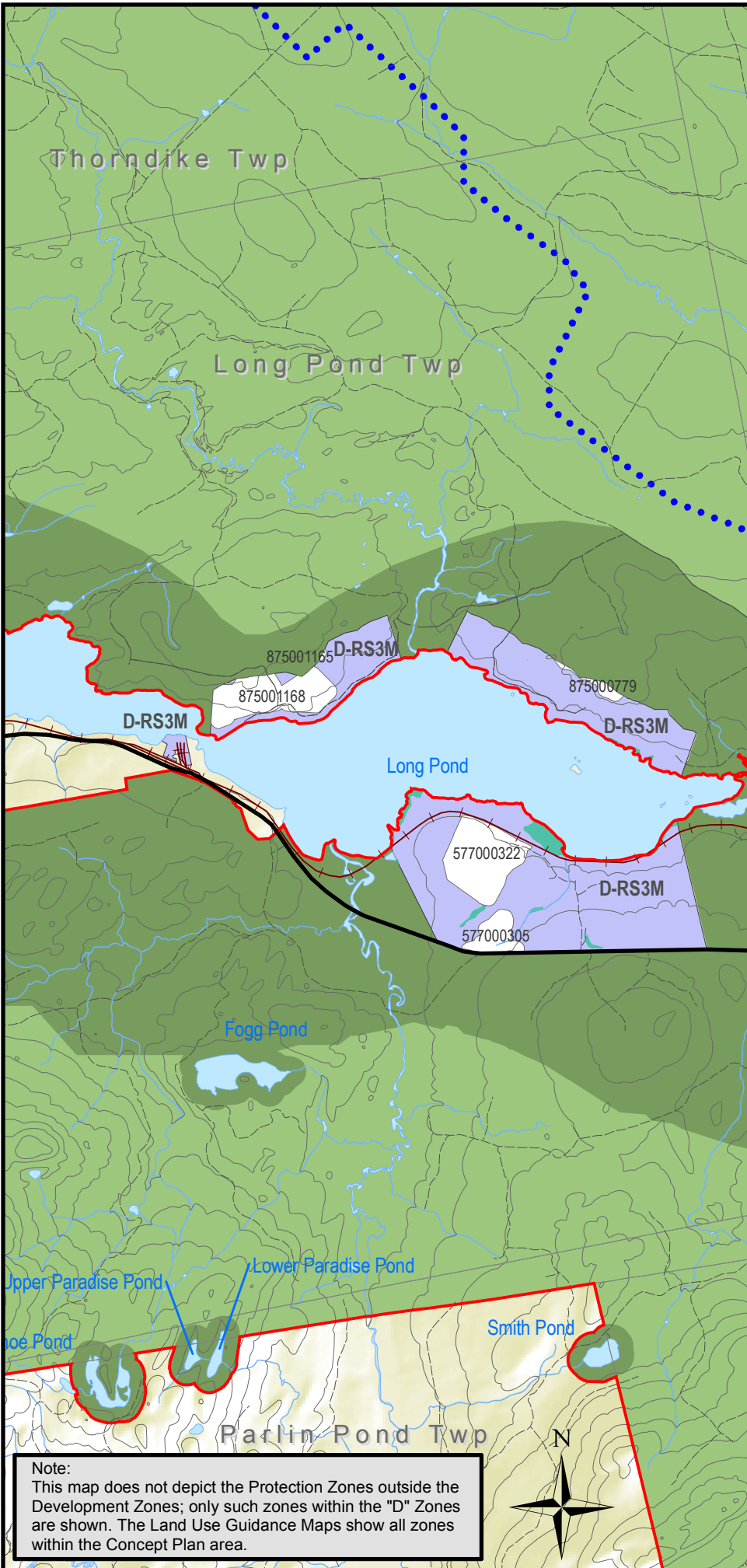
**CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION**

Legend

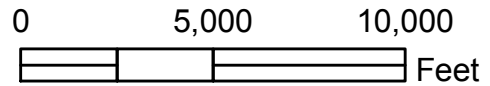
-  Plum Creek Ownership Subject to Concept Plan
-  Private, State, Federal Land in Conservation
-  Conservation framework
-  Balance Conservation Easement
-  Rural Mixed-Use Development Zone (D-GN3M)
-  Residential Recreation Development Zone (D-RS3M)
-  Residential-Community Development Zone (D-RS2M)
-  Resort Development Zone (D-GN2M)
-  Existing Commercial / Industrial Zone (D-CIM)
-  Organized Towns
-  Wetland Protection Zone
-  Fish & Wildlife Protection Zone
-  Management Zone (within Development Zone) (M-GNM)
-  Major Road (Public)
-  Minor Road (Public or Private)
-  Railroad
-  Appalachian Trail
-  Proposed ITS Snowmobile Trail Easement
-  Existing Public ITS Snowmobile Trail
-  Proposed Peak-to-Peak Hiking Trail Easement
-  Proposed Hiking Trail outside Plan Area
-  Moosehead-to-Mahosucus Trail Easement (cross country ski/hiking/bike)

 Separation Zone

ID	DATE	YEAR 10 DATE
577000305	12/31/2003	2014
577000322	12/31/2002	2013
875000779	12/9/2004	2015
875001165	7/6/2006	2017
875001168	7/6/2006	2017



Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



Rockwood-Blue Ridge Separation Zones

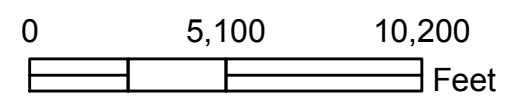
CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

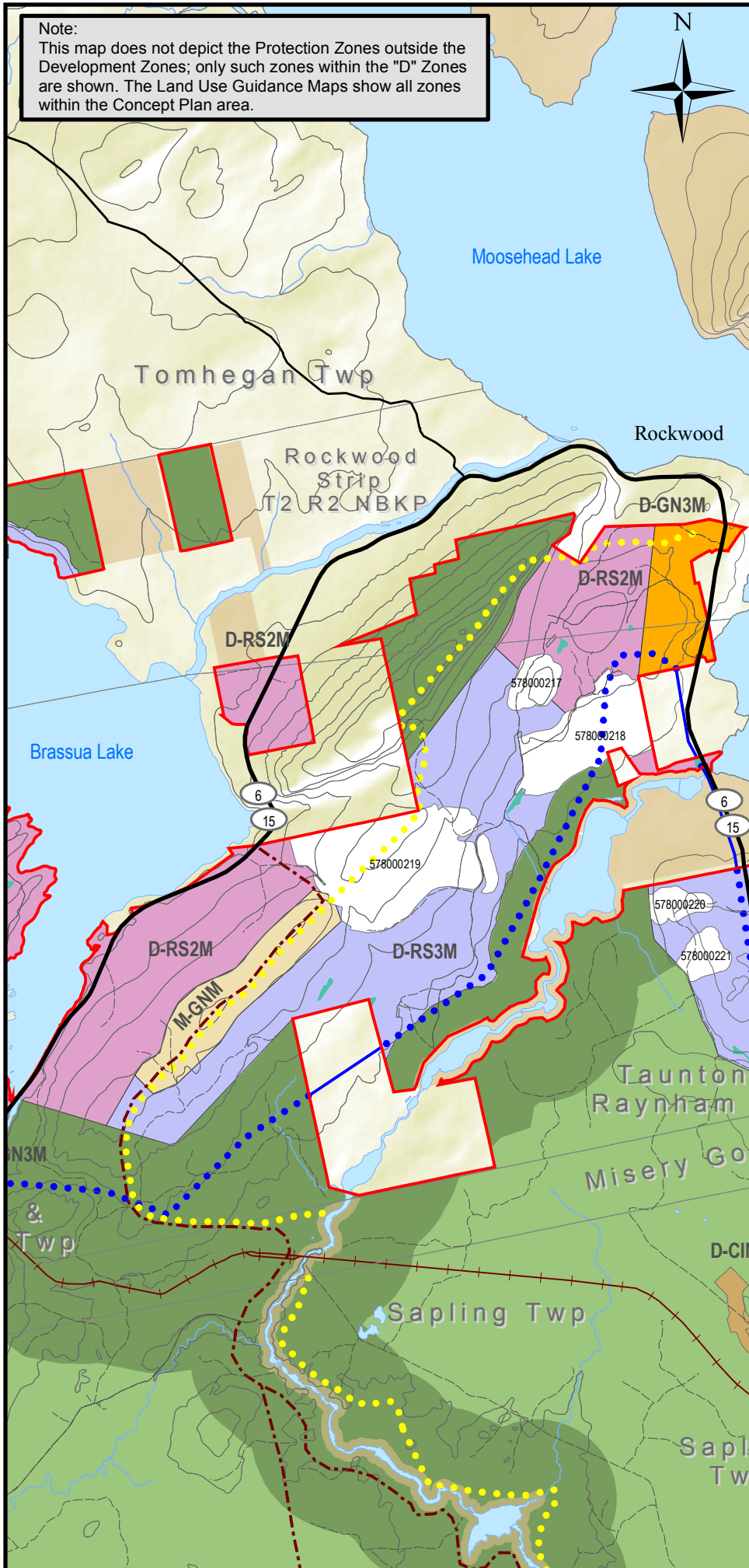
- Plum Creek Ownership Subject to Concept Plan
- Private, State, Federal Land in Conservation
- Conservation framework
- Balance Conservation Easement
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Existing Commercial / Industrial Zone (D-CIM)
- Organized Towns
- Wetland Protection Zone
- Fish & Wildlife Protection Zone
- Management Zone (within Development Zone) (M-GNM)
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad
- Appalachian Trail
- Proposed ITS Snowmobile Trail Easement
- — — — — Existing Public ITS Snowmobile Trail
- Proposed Peak-to-Peak Hiking Trail Easement
- Proposed Hiking Trail outside Plan Area
- Moosehead-to-Mahosucs Trail Easement (cross country ski/hiking/bike)

1230000789 Separation Zone

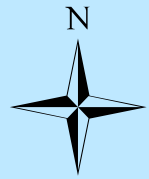
ID	DATE	YEAR 10 DATE
578000217	12/31/2001	2012
578000218	12/31/2001	2012
578000219	12/31/2000	2011



Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



Note:
 This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



Route 6/15 Corridor Separation Zones

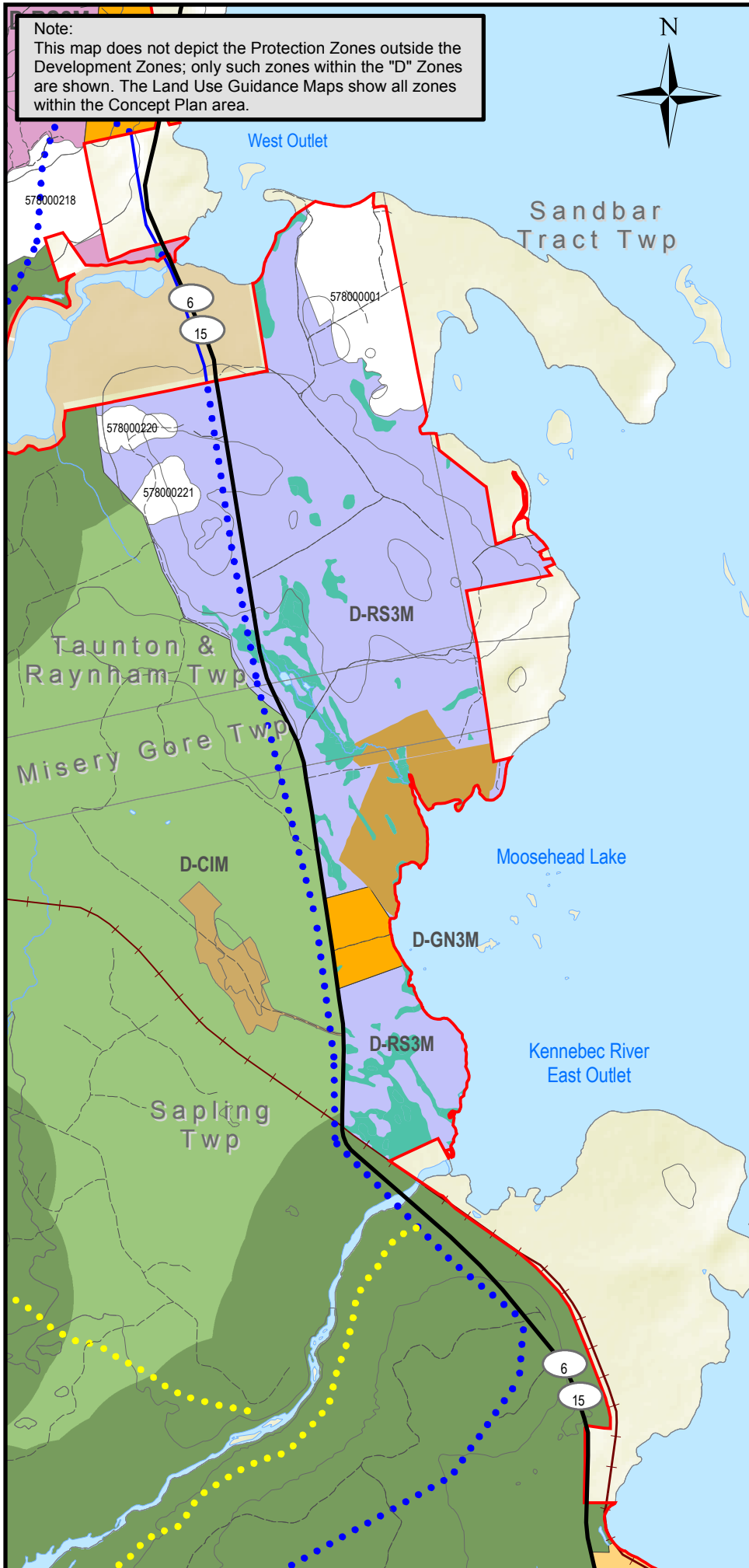
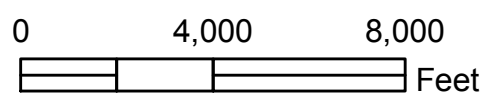
CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Private, State, Federal Land in Conservation
- Conservation framework
- Balance Conservation Easement
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Existing Commercial / Industrial Zone (D-CIM)
- Organized Towns
- Wetland Protection Zone
- Fish & Wildlife Protection Zone
- Management Zone (within Development Zone) (M-GNM)
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad
- Appalachian Trail
- Proposed ITS Snowmobile Trail Easement
- Existing Public ITS Snowmobile Trail
- Proposed Peak-to-Peak Hiking Trail Easement
- Proposed Hiking Trail outside Plan Area
- Moosehead-to-Mahooks Trail Easement (cross country ski/hiking/bike)

123000789 Separation Zone

ID	DATE	YEAR 10 DATE
578000220	12/31/1999	2010
578000221	12/31/1999	2010
578000001	12/31/2002	2013



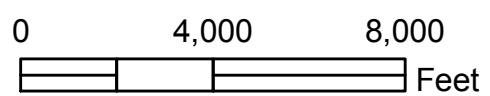
Upper Wilson Pond Separation Zone

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

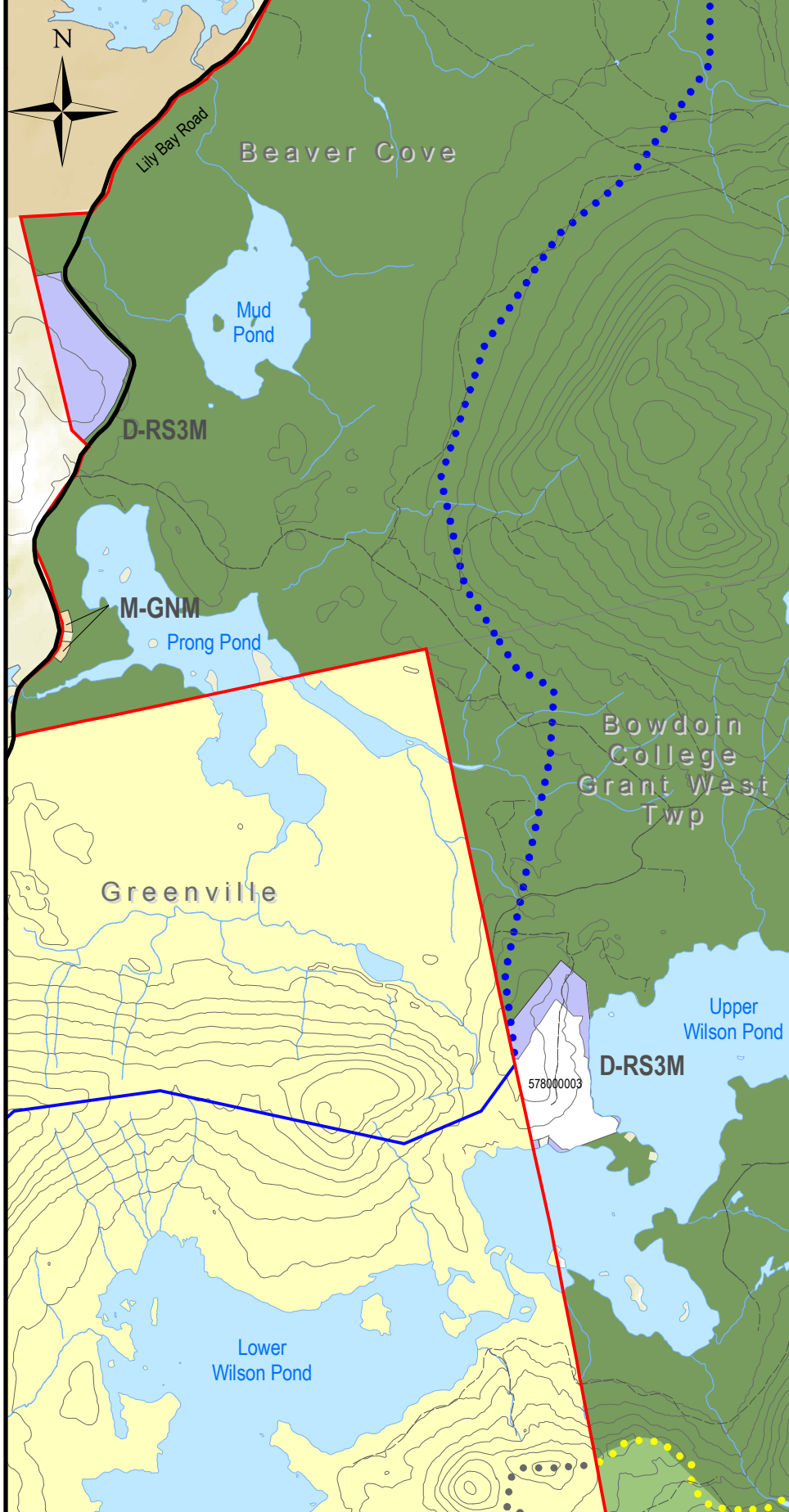
- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Management Zone (within Development Zone) (M-GNM)
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - - - Moosehead-to-Mahosuc Trail Easement (cross country ski/hiking/bike)

1230000789 Separation Zone

ID	DATE	YEAR 10 DATE
578000003	12/31/2002	2013



Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.



Lily Bay Residential Separation Zones

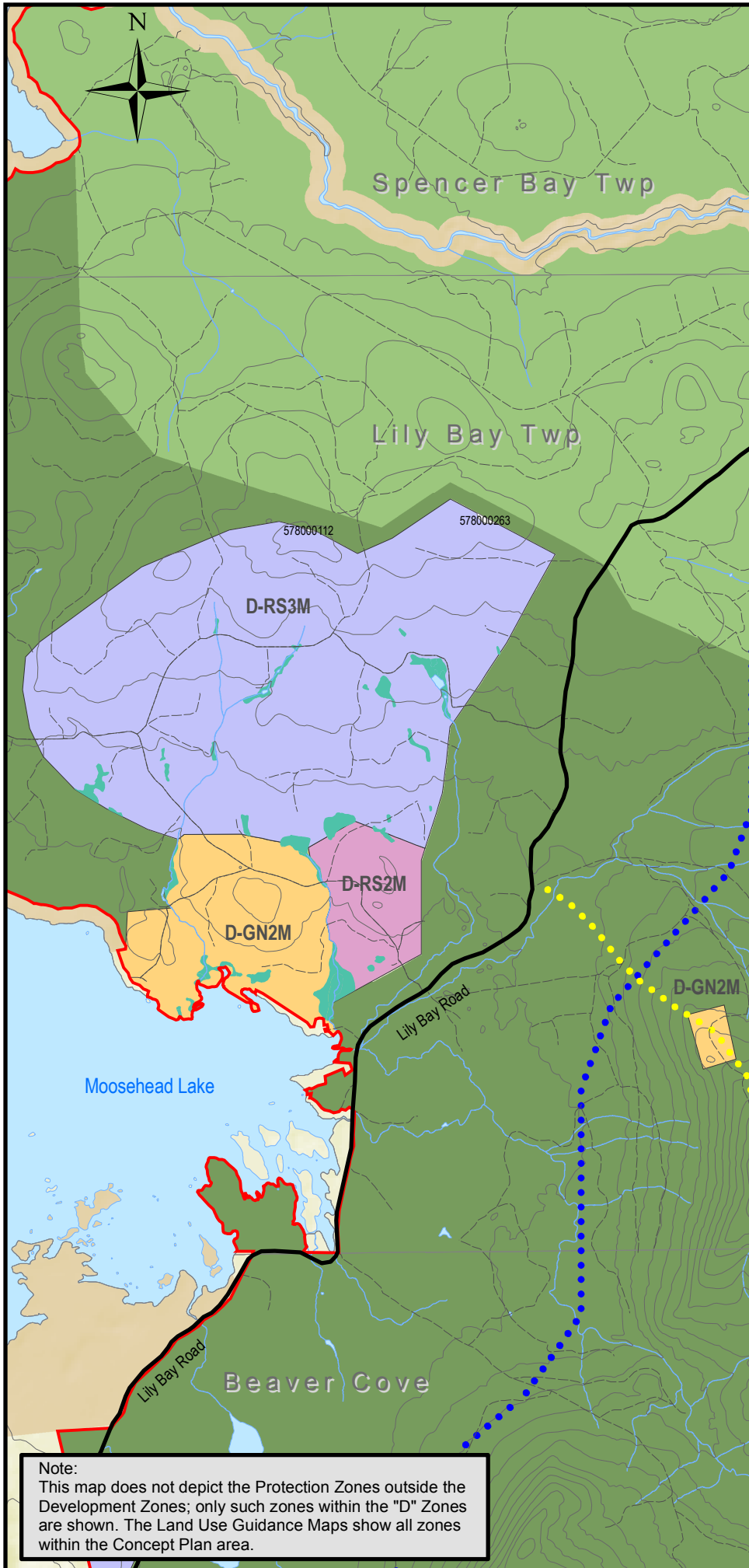
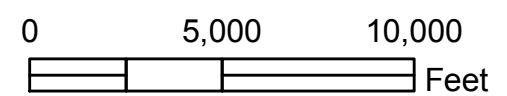
CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Private, State, Federal Land in Conservation
- Conservation framework
- Balance Conservation Easement
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Existing Commercial / Industrial Zone (D-CIM)
- Organized Towns
- Wetland Protection Zone
- Fish & Wildlife Protection Zone
- Management Zone (within Development Zone) (M-GNM)
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad
- Appalachian Trail
- Proposed ITS Snowmobile Trail Easement
- Existing Public ITS Snowmobile Trail
- Proposed Peak-to-Peak Hiking Trail Easement
- Proposed Hiking Trail outside Plan Area
- Moosehead-to-Mahosuc's Trail Easement (cross country ski/hiking/bike)

1230000789 Separation Zone

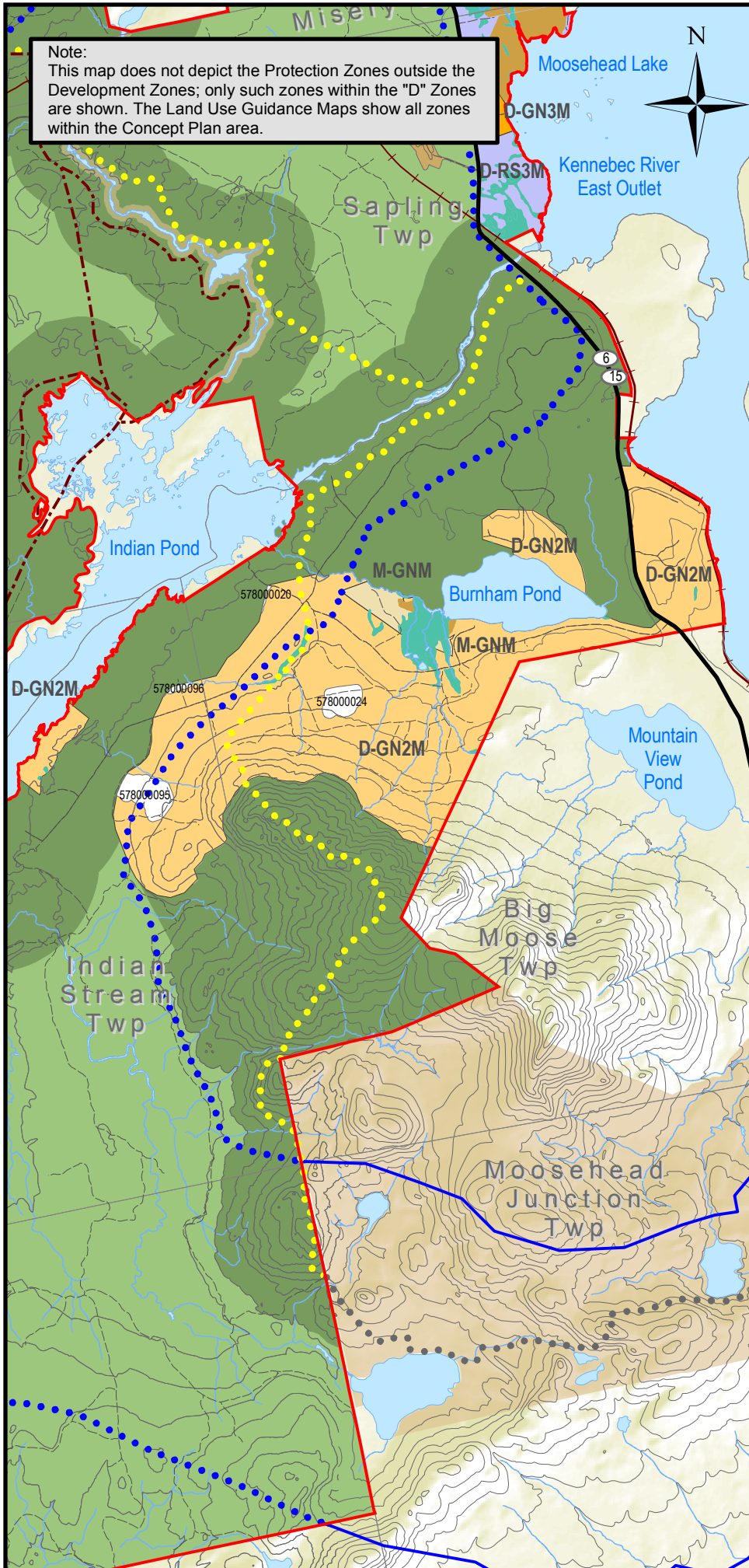
ID	DATE	YEAR 10 DATE
578000112	12/31/1998	2009
578000263	12/31/1998	2009



Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

Big Moose Mountain Resort Separation Zones

Note:
This map does not depict the Protection Zones outside the Development Zones; only such zones within the "D" Zones are shown. The Land Use Guidance Maps show all zones within the Concept Plan area.

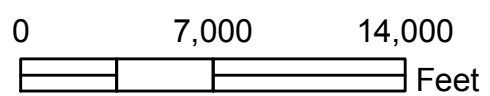


CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

- Legend**
- Plum Creek Ownership Subject to Concept Plan
 - Private, State, Federal Land in Conservation
 - Conservation framework
 - Balance Conservation Easement
 - Rural Mixed-Use Development Zone (D-GN3M)
 - Residential Recreation Development Zone (D-RS3M)
 - Residential-Community Development Zone (D-RS2M)
 - Resort Development Zone (D-GN2M)
 - Existing Commercial / Industrial Zone (D-CIM)
 - Organized Towns
 - Wetland Protection Zone
 - Fish & Wildlife Protection Zone
 - Management Zone (within Development Zone) (M-GNM)
 - Major Road (Public)
 - Minor Road (Public or Private)
 - Railroad
 - Appalachian Trail
 - Proposed ITS Snowmobile Trail Easement
 - — — — — Existing Public ITS Snowmobile Trail
 - Proposed Peak-to-Peak Hiking Trail Easement
 - Proposed Hiking Trail outside Plan Area
 - Moosehead-to-Mahoosucs Trail Easement (cross country ski/hiking/bike)

1230000789 Separation Zone

ID	DATE	YEAR 10 DATE
578000096	12/31/1998	2009
578000020	12/31/1999	2010
578000024	12/31/1999	2010
578000095	12/31/1998	2009



SECTION 3: LEGAL DOCUMENTS

Table of Contents

1. *Form of ITS Snowmobile Trail Right of Way*
2. *Form of Peak to Peak Hiking Trail Right of Way*
3. *Form of Moosehead to Mahoosucs Ski Trail Right of Way)*
4. *Form of Balance Conservation Easement*
5. *Form of Moosehead Legacy Conservation Easement*
6. *Form of Homeowners' Association Bylaws*
7. *Form of Homeowners' Association Declaration of Covenants*
8. *Form of Lot Owner Deed*
9. *Agreement with CEI*
10. *Amendment To Conservation Framework Purchase and Sale Agreement*

FILED FOR RECORD AT THE REQUEST OF:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: _____
File No.:

SNOWMOBILE TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) GRANTS to **THE STATE OF MAINE, DEPARTMENT OF CONSERVATION, BUREAU OF PARKS AND LANDS**, a body politic whose address is 22 State House Station, Augusta, ME 04333 (hereinafter referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, an easement for construction, reconstruction, use, and maintenance of a snowmobile trail (hereinafter, the "Trail"), said easement being twenty (20) feet in width, and lying ten feet on each side of the centerline as existing on the ground and as legally described on **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches). The location of the Trail is depicted on the maps attached hereto as **Exhibit B**, and made a part hereof.

The purpose of this Trail Easement is to allow the Grantee to construct, maintain, repair and utilize the Trail for a recreational snowmobile trail as part of the Maine Interconnected Trail System ("ITS Trail"). Allowed uses shall include snowmobiling and activities related thereto, including without limitation grooming and trail maintenance. It is the intent of this Trail Easement that the location of the Trail Easement will remain essentially fixed as set forth herein, and Grantor does not intend to relocate, or require relocation, of the Trail Easement except in those cases set forth below. This Trail Easement applies to the property described on Exhibit A only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A.

This grant is made subject to the following provisions:

1. Public Trail Easement.

A. Use. The public, subject to the rights and obligations of the parties herein, shall have the perpetual right to enter upon and make use of the Trail for uses described above and trail construction, maintenance, repair, and relocation, and such other uses consistent herewith from time to time permitted by the Rules and Regulation adopted by Grantor pursuant to **Section 1.C.** below.

B. Trail Location, Cutting and Maintenance. The location of the Trail is legally described on Exhibit A and depicted on Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Trail Easement shall include those rights reasonably necessary for or incident to the construction, maintenance, relocation, and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Grantee or its designated agents operating under its direction and control shall be responsible for all aspects of trail design, layout, cutting, grading, drainage, and all related maintenance. Use and maintenance of the Trail shall be subject to reasonable rules and regulations from time to time adopted by Grantor pursuant to **Section 1.C** below. The Trail shall be generally left in a primitive state (other than the construction of the actual trail bed, and any bridges, culverts, and other improvements related thereto), and in no event shall any trail be paved by Grantee with any asphalt, concrete, recycled material, or other impervious surface. All such construction, reconstruction, maintenance and repair work shall be undertaken at Grantee's sole cost and expense. Grantee shall be responsible for obtaining all permits for such construction activities and permitted uses of the Trail from all Federal, state or local authorities with jurisdiction over the Trail. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry and trail design Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other standards as Grantor may from time to time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld.

C. Rules and Regulations Concerning Public Use, Construction and Maintenance. The right of the public to use the Trail and the duties of Grantee as to trail oversight, construction, reconstruction, maintenance and repair are subject to the reserved right of Grantor (upon reasonable opportunity to comment by Grantee, except in the case of an emergency) to establish, and modify from time to time, reasonable rules and regulations (the "Rules and Regulations") for the conservation and protection of the Trail and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's forest management activities and other reserved uses hereunder. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, night use, loud activities, domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation. The following uses are strictly prohibited within the Trail Easement: motorized vehicles other than snowmobiles (and,

in the sole discretion of Grantor, ATVs), camping and open fires (motorized activities are permitted for trail construction and search and rescue activities).

D. Publications. Grantor shall be provided at least thirty (30) days advance opportunity to review for accuracy and content any maps, pamphlets or brochures printed and distributed by Grantee or its agents in regard to public use of the trails.

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Trail Easement other than those specific grants and covenants made to Grantee in this Trail Easement. Grantor specifically reserves, without limitation, the perpetual right on and adjacent to the Trail Easement to engage in forest management activities. This Trail Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other limitation on its forest management activities and other land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in forest management activities on and adjacent to the Trail Easement and accordingly has recommended the location of the Trail to areas that are generally in shoreland protection, fragile high mountain, lake access protection, and fish and wildlife protection zones. In the event that any future statute, regulation, or rule has the effect of expanding or enhancing the public use of the trails, contrary to or inconsistent with the terms and provisions of this Trail Easement, the enactment of such law, regulation, or rule shall be deemed a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate forest management activities and other reserved uses of Grantor; provided that Grantor designates an alternate route so that the connectivity of the Trail with the ITS Trail is not interrupted. In such event, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the Trail. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trail have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the description and depiction of the Trail set forth in Exhibits A and B to reflect the relocated areas.

C. Nonexclusivity. Nothing contained in this Trail Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor within the Trail Easement to Grantee, the public, or any other party, nor shall anything contained in this Trail Easement be construed as granting an exclusive right to carry on any activity on the Trail Easement. Other than as set forth in this Trail

Easement, no permanent expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Trail Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Trail Easement shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trail, including the right to engage in or permit others to engage in, all uses of the Trail Easement and Grantor's adjacent property that are not expressly prohibited or restricted by this Trail Easement. Without limiting the foregoing, Grantor expressly reserves the right to grant to Grantee and/or others rights to use the Trail, or portions thereof, for all-terrain vehicle (ATV) use or other uses.

3. Immunities.

Grantor and Grantee claim all of the rights and immunities against liability to the fullest extent of the law under the Maine Recreational Use Statute (14 M.R.S.A. § 159-A, et seq. as amended from time to time) and the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq. as amended from time to time) and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands. Grantee may not waive any immunities provided above if such waiver would subject Grantor to any liability or indemnity obligation.

4. Additional Provisions Regarding Trail Use.

Without limitation to Grantor's rights to impose Rules and Regulations limiting the use of the trails, the following special provisions shall at all times apply to the trails:

A. Trail Usage. Grantee expressly agrees to adequately police the Trail, to provide proper supervision of use of the Trail by the public, and to adequately maintain and repair the Trails. Grantee shall keep the Trail and the immediately adjacent property clear of debris and litter and shall take all reasonable steps to ensure that the exercise of the rights granted by this Trail Easement is done in a manner consistent with the provisions of this Trail Easement and all Rules and Regulations from time to time adopted by Grantor.

B. Unauthorized Use of Trail and Adjacent Property of Grantor. Grantee

agrees to use all reasonably available means to discourage unauthorized public travel on the Trail and any property owned by Grantor in the vicinity of the Trail, and to advise the public of any relocation of the trails pursuant to **Section 2.B.**, above.

C. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trail without the prior consent in writing of Grantor, which consent may be withheld in its absolute discretion. This prohibition shall not restrict Grantee from assessing fees of general application to the public. The Grantor recognizes that the Grantee will assess a general fee for use of that portion of the Trail that may be groomed for cross-country skiing and that such fees shall be to recover the costs associated with the trail grooming expense. In the event the liability protections afforded to Grantor pursuant to Section 3, above, are, in Grantor's sole opinion, diminished, reduced, or otherwise inadequate to protect Grantor, Grantor reserves the right to assess a fee for use, either to public users of the Trail or to Grantee (which fee may be passed on to the public) to recover the actual costs of insurance obtained by Grantor pertaining to its ownership of the Trail, and the costs of administration associated with such insurance.

D. Public Information. Grantee shall be solely responsible for the handling and administration of all public matters, controversies, or conflicts regarding the rights of the public under this Trail Easement. Grantee shall designate a representative as its official contact person to whom all public inquiries may be forwarded by Grantor.

5. Indemnification and Insurance.

Grantee shall indemnify, save, and hold Grantor harmless from and against any and all loss, damage, expense (including attorneys' fees), responsibility, liability for injury or death of persons, and/or loss, damage to, or destruction of property belonging to Grantor or others, or for claims therefor, whether or not Grantor has suffered actual loss, damage, environmental contamination, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of the exercise, by Grantee, the public or any third parties, of the rights granted by this Trail Easement. Grantee's indemnity obligation shall include, without limitation, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Grantee, its agents or the public and shall extend to claims asserted after termination of this Trail Easement to the extent that the Loss occurred during the term of this Trail Easement. Grantee's indemnity obligations shall extend to the joint or concurrent negligence of Grantee and Grantor but shall not extend to Losses caused by Grantor's sole negligence or willful misconduct.

To the extent allowed by law, Grantee covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this easement for the mutual benefit of Grantor and Grantee, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Trail Easement or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$5,000.00) deductible.

All insurance required under this Section shall name the Grantor as an additional insured and shall be issued by companies rated B+13 by the latest Best's rating guide. Grantee shall promptly provide Grantor with a Certificate of Insurance stating that no material change or cancellation of the insurance coverage can be effective unless and until thirty (30) days prior written notice has been given to Grantor. Should any policy be canceled during the term of this Trail Easement and Grantee fails to immediately procure equivalent insurance, Grantor shall have the right, at its option but without any duty to do so, to: (i) deem such cancellation a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Grantee shall repay to Grantor any such premiums and/or fees paid by Grantor together with interest from the time of payment until repaid by Grantee. Said premiums and/or fees shall be repaid to Grantor on demand and, without limiting Grantor's remedies, Grantee's failure to repay the same shall constitute default under this Trail Easement.

Nothing contained in this Section shall diminish Grantee's obligations as provided elsewhere herein.

In the event Grantee is prohibited by law from maintaining the above-insurance, Grantee shall include the Trail Easement, and the rights granted hereunder, with the other lands and activities covered under Grantee's self-insurance and risk management programs to the maximum extent allowed by law.

6. Default, Remedies.

In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject to the breach until cured to Grantor's satisfaction. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

7. Non-Assignability/Transfer of Property

Grantee shall not assign or transfer this Trail Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This Trail Easement shall be binding upon and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of whom shall be entitled to enforce and be bound by this Trail

Easement. Grantor's rights and obligations under this Trail Easement shall terminate in whole or in applicable part when it ceases to have any interest in the property over which this Trail Easement traverses, or portion thereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Amendments

Subject to Section 12.F.(v) hereof, Grantor and Grantee have the right to amend this Trail Easement by written and recorded agreement of Grantor and Grantee. Notwithstanding the public use of the Trail permitted by this Trail Easement, no approval or consent of any party other than Grantor and Grantee is required for any such amendment to be effective.

9. Force Majeure:

Upon giving notice to the other party, a party affected by an event of Force Majeure as defined in **Section 10** below shall be released without any liability on its part from the performance of its obligations under this Trail Easement, but only to the extent and only for the period that its performance of such obligations is prevented or materially hindered by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. Definitions

As used in this Trail Easement the terms listed below shall have the meanings ascribed to them:

"Force Majeure" means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, icestorm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

"Forest Management Activities" means all forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

"Snowmobile" shall have the meaning set forth in 12 M.R.S.A. § 13001, as amended from time to time.

11. Notices

Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor
General Counsel
Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue
Suite 4300
Seattle, WA 98104

To Grantee:
Parks and Lands
Director, Off-Road Vehicle Division
Department of Conservation, Bureau of
22 State House Station
Augusta, ME 04330

or to such other authorized person as any party may from time to time designate by written notice to the others. Grantee shall notify Grantor of the address for any mortgagee permitted under Section 12 hereof.

12. General Provisions.

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Trail Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Trail Easement shall not be affected thereby and all other terms and provisions of this Trail Easement shall remain valid and enforceable to the extent permitted by law.

B. Waiver. The failure or delay of either party, for any reason whatsoever, to enforce this Trail Easement shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel. Nothing herein shall be construed as to relieve Grantor from compliance with any federal, state or local law, regulation, rule or ordinance applicable to the Trail.

C. Governing Laws. This Trail Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Trail Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Trail Easement being governed or interpreted under the laws of any other jurisdiction. Should uncertainty arise in its meaning, this Trail Easement shall be interpreted in favor of Grantor's use of the Trail.

D. Enforcement Rights. This Trail Easement shall not be construed to entitle any person or entity other than Grantor or Grantee to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this Trail Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee.

E. Tax Deductible Donation. Grantor intends to claim a tax deduction for the fair market value of this Trail Easement. Grantee agrees to cooperate with Grantor by executing such documents and tax forms as may be necessary to effectuate a tax-deductible donation by Grantor to Grantee of the Trail Easement.

F. Right of Mortgagor

(i) Grantee shall have the right, at any time, and from time to time, during the term of this Trail Easement to mortgage the rights, privileges and obligation of this Trail Easement, in whole or in part, to any entity or third party, with Grantor's consent, such consent not to be unreasonably withheld. The following provisions shall be effective at any time that Grantor has received notice that Grantee has mortgaged its interests under this Trail Easement.

(ii) Grantor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Grantee, and agrees to permit Mortgagee access to the Trail to take all such actions as may be necessary or useful to perform any condition or covenants of the Trail Easement or to cure any default of Grantee.

(iii) Upon Mortgagee's assumption of the Trail Easement obligations by foreclosure of the Grantee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Trail Easement shall continue in full force and effect to the extent it is then in effect. Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Grantee and succeed to all the rights of Grantee in any security or other deposits or other impound payments, however, Grantee shall continue to be liable for such obligations unless otherwise agreed by the parties.

(iv) If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Trail Easement, Mortgagee shall cure all prior defaults of Grantee under the Trail Easement that are reasonably capable of being cured by Mortgagee and assume all obligations of Grantee, and Grantor shall treat Mortgagee as the Grantee under the Easement. If Mortgagee cures all defaults by Grantee, or if Mortgagee commences enforcement under its mortgage, and thereafter Grantee cures such defaults and Mortgagee then terminates its enforcement remedies, then the Easement shall remain in full force and effect between Grantor and Grantee, provided all defaults are cured within the time periods permitted herein.

(v) No modification of the Trail Easement shall be effective without Mortgagee's prior written consent, which consent shall not be unreasonably delayed or withheld. No notice of default by Grantor shall be effective unless a copy thereof is delivered concurrently to Mortgagee. Any notice required to be given to Mortgagee pursuant to this Section shall be delivered to the address set forth in Section 11 (or at such other address as may be designated in writing by Grantee or Mortgagee from time to time) in accordance with the notice requirements set forth in this Trail Easement.

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this ____ day of _____, 2007.

Signed, Sealed and Delivered
in the presence of:

WITNESS

GRANTOR:
PLUM CREEK MAINE TIMBERLANDS,
L.L.C.

By: _____
Name
Its

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ___ day of _____, 2007, before me personally appeared _____, to me known to be the _____ of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name: _____

GRANTEE ACCEPTANCE

The above and foregoing Trail Easement was authorized to be accepted by The State of Maine, Department of Conservation, Bureau of Parks and Lands, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Trail Easement, by and through _____, its Commissioner, hereunto duly authorized, this _____ day of _____, 2007 and agrees to be bound by all its terms and provisions.

GRANTEE:
State of Maine
Department of Conservation
Bureau of Parks and Lands

By: _____
Its: _____

State of Maine
County of Kennebec, ss _____, 2007

Personally appeared _____, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Commissioner of the Maine Department of Conservation.

Before me,

Notary Public
PrintedName: _____

FILED FOR RECORD AT THE REQUEST OF:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: _____
File No.:

TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) GRANTS to **WESTERN MOUNTAINS FOUNDATION**, a _____ whose address is _____ (hereinafter referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, an easement for construction, reconstruction, use, and maintenance of a hiking trail (hereinafter, the "Trail"), said easement being fifteen (15) feet in width, and lying seven and one-half (7-½) feet on each side of the centerline as existing on the ground and as legally described on **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches). The location of the Trail is depicted on the maps attached hereto as **Exhibit B**, and made a part hereof.

The purpose of this Trail Easement is to allow the Grantee to construct, maintain, repair and utilize the Trail for a recreational hiking trail as part of the trail system established under the Concept Plan for Plum Creek's Lands in the Moosehead Lake Region (the "Trail System"). Allowed uses shall include cross-country skiing, snowshoeing, mountain biking and other non-motorized activities related to primitive recreational pursuits such as photography, fly-fishing, environmental studies, experiential education programs and nature based tourism programs. It is the intent of this Trail Easement that the location of the Trail Easement will remain essentially fixed as set forth herein, and Grantor does not intend to relocate, or require relocation, of the Trail Easement except in those cases set forth below. This Trail Easement applies to the property described on Exhibit A only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A.

This grant is made subject to the following provisions:

1. Public Trail Easement.

A. Use. The public, subject to the rights and obligations of the parties herein, shall have the perpetual right to enter upon and make use of the Trail for uses described above and trail construction, maintenance, repair, and relocation, and such other uses consistent herewith from time to time permitted by the Rules and Regulation adopted by Grantor pursuant to **Section 1.C.** below.

B. Trail Location, Cutting and Maintenance. The location of the Trail is legally described on Exhibit A and depicted on Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Trail Easement shall include those rights reasonably necessary for or incident to the construction, maintenance, relocation, and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Grantee or its designated agents operating under its direction and control shall be responsible for all aspects of trail design, layout, cutting, grading, drainage, and all related maintenance. Maintenance of the Trail shall be subject to reasonable rules and regulations from time to time adopted by Grantor pursuant to **Section 1.C** below. The Trail shall be generally left in a primitive state, and in no event shall any trail be paved by Grantee with any asphalt, concrete, recycled material, or other impervious surface. All such construction, reconstruction, maintenance and repair work shall be undertaken at Grantee's sole cost and expense. Grantee shall be responsible for obtaining all permits for such construction activities and permitted uses of the Trail from all Federal, state or local authorities with jurisdiction over the Trail. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other standards as Grantor may from time to time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld.

C. Rules and Regulations Concerning Public Use, Construction and Maintenance. The right of the public to use the Trail and the duties of Grantee as to trail oversight, construction, reconstruction, maintenance and repair are subject to the reserved right of Grantor (upon reasonable opportunity to comment by Grantee, except in the case of an emergency) to establish, and modify from time to time, reasonable rules and regulations (the "Rules and Regulations") for the conservation and protection of the Trail and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's forest management activities and other reserved uses hereunder. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, night use, loud activities, domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation. The following uses are strictly prohibited within the Trail Easement: snowmobiles, all terrain vehicles, any other motorized vehicles, camping and open fires (motorized activities are permitted for

maintenance of the trail specifically for snow grooming of cross-country skiing trails, trail construction and search and rescue activities).

D. Publications. Grantor shall be provided at least thirty (30) days advance opportunity to review for accuracy and content any maps, pamphlets or brochures printed and distributed by Grantee or its agents in regard to public use of the trails.

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Trail Easement other than those specific grants and covenants made to Grantee in this Trail Easement. Grantor specifically reserves, without limitation, the perpetual right on and adjacent to the Trail Easement to engage in forest management activities. This Trail Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other limitation on its forest management activities and other land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in forest management activities on and adjacent to the Trail Easement and accordingly has recommended the location of the Trail to areas that are generally in shoreland protection, fragile high mountain, lake access protection, and fish and wildlife protection zones. In the event that any future statute, regulation, or rule has the effect of expanding or enhancing the public use of the trails, contrary to or inconsistent with the terms and provisions of this Trail Easement, the enactment of such law, regulation, or rule shall be deemed a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate forest management activities and other reserved uses of Grantor; provided that Grantor designates an alternate route so that the connectivity of the Trail with the Trail System is not interrupted. In such event, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the Trail. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trail have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the description and depiction of the Trail set forth in Exhibits A and B to reflect the relocated areas.

C. Nonexclusivity. Nothing contained in this Trail Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor within the Trail Easement to Grantee, the public, or any other party, nor shall anything contained in this Trail Easement be construed as granting an exclusive right to

carry on any activity on the Trail Easement. Other than as set forth in this Trail Easement, no permanent expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Trail Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Trail Easement shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trail, including the right to engage in or permit others to engage in, all uses of the Trail Easement and Grantor's adjacent property that are not expressly prohibited or restricted by this Trail Easement.

3. Immunities.

Grantor and Grantee claim all of the rights and immunities against liability to the fullest extent of the law under the Maine Recreational Use Statute (14 M.R.S.A. § 159-A, et seq. as amended from time to time) and the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq. as amended from time to time) and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands.

4. Additional Provisions Regarding Trail Use.

Without limitation to Grantor's rights to impose Rules and Regulations limiting the use of the trails, the following special provisions shall at all times apply to the trails:

A. Trail Usage. Grantee expressly agrees to adequately police the Trail, to provide proper supervision of use of the Trail by the public, and to adequately maintain and repair the Trails. Grantee shall keep the Trail and the immediately adjacent property clear of debris and litter and shall take all reasonable steps to ensure that the exercise of the rights granted by this Trail Easement is done in a manner consistent with the provisions of this Trail Easement and all Rules and Regulations from time to time adopted by Grantor.

B. Unauthorized Use of Trail and Adjacent Property of Grantor. Grantee agrees to use all reasonably available means to discourage unauthorized public travel on the Trail and any property owned by Grantor in the vicinity of the Trail, and to advise the

public of any relocation of the trails pursuant to **Section 2.B.**, above.

C. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trail without the prior consent in writing of Grantor, which consent may be withheld in its absolute discretion. This prohibition shall not restrict Grantee from assessing fees of general application to the public. The Grantor recognizes that the Grantee will assess a general fee for use of that portion of the Trail that may be groomed for cross-country skiing and that such fees shall be to recover the costs associated with the trail grooming expense. In the event the liability protections afforded to Grantor pursuant to Section 3, above, are, in Grantor's sole opinion, diminished, reduced, or otherwise inadequate to protect Grantor, Grantor reserves the right to assess a fee for use, either to public users of the Trail or to Grantee (which fee may be passed on to the public) to recover the actual costs of insurance obtained by Grantor pertaining to its ownership of the Trail, and the costs of administration associated with such insurance.

D. Public Information. Grantee shall be solely responsible for the handling and administration of all public matters, controversies, or conflicts regarding the rights of the public under this Trail Easement. Grantee shall designate a representative as its official contact person to whom all public inquiries may be forwarded by Grantor.

5. Indemnification and Insurance.

Grantee shall indemnify, save, and hold Grantor harmless from and against any and all loss, damage, expense (including attorneys' fees), responsibility, liability for injury or death of persons, and/or loss, damage to, or destruction of property belonging to Grantor or others, or for claims therefor, whether or not Grantor has suffered actual loss, damage, environmental contamination, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of the exercise, by Grantee, the public or any third parties, of the rights granted by this Trail Easement. Grantee's indemnity obligation shall include, without limitation, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Grantee, its agents or the public and shall extend to claims asserted after termination of this Trail Easement to the extent that the Loss occurred during the term of this Trail Easement. Grantee's indemnity obligations shall extend to the joint or concurrent negligence of Grantee and Grantor but shall not extend to Losses caused by Grantor's sole negligence or willful misconduct.

Grantee covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this easement for the mutual benefit of Grantor and Grantee, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Trail Easement or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$5,000.00) deductible.

All insurance required under this Section shall name the Grantor as an additional insured and shall be issued by companies rated B+13 by the latest Best's rating guide. Grantee shall promptly provide Grantor with a Certificate of Insurance stating that no material change or cancellation of the insurance coverage can be effective unless and

until thirty (30) days prior written notice has been given to Grantor. Should any policy be canceled during the term of this Trail Easement and Grantee fails to immediately procure equivalent insurance, Grantor shall have the right, at its option but without any duty to do so, to: (i) deem such cancellation a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Grantee shall repay to Grantor any such premiums and/or fees paid by Grantor together with interest from the time of payment until repaid by Grantee. Said premiums and/or fees shall be repaid to Grantor on demand and, without limiting Grantor's remedies, Grantee's failure to repay the same shall constitute default under this Trail Easement.

Nothing contained in this Section shall diminish Grantee's obligations as provided elsewhere herein.

6. Default, Remedies.

In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject to the breach until cured to Grantor's satisfaction. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

7. Non-Assignability/Transfer of Property

Grantee shall not assign or transfer this Trail Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This Trail Easement shall be binding upon and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of whom shall be entitled to enforce and be bound by this Trail Easement. Grantor's rights and obligations under this Trail Easement shall terminate in whole or in applicable part when it ceases to have any interest in the property over which this Trail Easement traverses, or portion thereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Amendments

Subject to Section 12.F.(v) hereof, Grantor and Grantee have the right to amend this Trail Easement by written and recorded agreement of Grantor and Grantee.

Notwithstanding the public use of the Trail permitted by this Trail Easement, no approval or consent of any party other than Grantor and Grantee is required for any such amendment to be effective.

9. Force Majeure:

Upon giving notice to the other party, a party affected by an event of Force Majeure as defined in **Section 10** below shall be released without any liability on its part from the performance of its obligations under this Trail Easement, but only to the extent and only for the period that its performance of such obligations is prevented or materially hindered by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. Definitions

As used in this Trail Easement the terms listed below shall have the meanings ascribed to them:

“Force Majeure” means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, icestorm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

“Forest Management Activities” means all forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

11. Notices

Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor	General Counsel Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue Suite 4300 Seattle, WA 98104
------------	--

To Grantee:	Executive Director Western Mountains Foundations
-------------	---

538 Preble Street
South Portland, ME 04106

or to such other authorized person as any party may from time to time designate by written notice to the others. Grantee shall notify Grantor of the address for any mortgagee permitted under Section 12 hereof.

12. General Provisions.

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Trail Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Trail Easement shall not be affected thereby and all other terms and provisions of this Trail Easement shall remain valid and enforceable to the extent permitted by law.

B. Waiver. The failure or delay of either party, for any reason whatsoever, to enforce this Trail Easement shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel. Nothing herein shall be construed as to relieve Grantor from compliance with any federal, state or local law, regulation, rule or ordinance applicable to the Trail.

C. Governing Laws. This Trail Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Trail Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Trail Easement being governed or interpreted under the laws of any other jurisdiction. Should uncertainty arise in its meaning, this Trail Easement shall be interpreted in favor of Grantor's use of the Trail.

D. Enforcement Rights. This Trail Easement shall not be construed to entitle any person or entity other than Grantor or Grantee to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this Trail Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee.

E. Tax Deductible Donation. Grantor intends to claim a tax deduction for the fair market value of this Trail Easement. Grantee agrees to cooperate with Grantor by executing such documents and tax forms as may be necessary to effectuate a tax-deductible donation by Grantor to Grantee of the Trail Easement.

F. Right of Mortgagor

(i) Grantee shall have the right, at any time, and from time to time, during the term of this Trail Easement to mortgage the rights, privileges and obligation of this Trail Easement, in whole or in part, to any entity or third party, with Grantor's consent, such consent not to be unreasonably withheld. The following provisions shall be effective at

any time that Grantor has received notice that Grantee has mortgaged its interests under this Trail Easement.

(ii) Grantor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Grantee, and agrees to permit Mortgagee access to the Trail to take all such actions as may be necessary or useful to perform any condition or covenants of the Trail Easement or to cure any default of Grantee.

(iii) Upon Mortgagee's assumption of the Trail Easement obligations by foreclosure of the Grantee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Trail Easement shall continue in full force and effect to the extent it is then in effect. Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Grantee and succeed to all the rights of Grantee in any security or other deposits or other impound payments, however, Grantee shall continue to be liable for such obligations unless otherwise agreed by the parties.

(iv) If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Trail Easement, Mortgagee shall cure all prior defaults of Grantee under the Trail Easement that are reasonably capable of being cured by Mortgagee and assume all obligations of Grantee, and Grantor shall treat Mortgagee as the Grantee under the Easement. If Mortgagee cures all defaults by Grantee, or if Mortgagee commences enforcement under its mortgage, and thereafter Grantee cures such defaults and Mortgagee then terminates its enforcement remedies, then the Easement shall remain in full force and effect between Grantor and Grantee, provided all defaults are cured within the time periods permitted herein.

(v) No modification of the Trail Easement shall be effective without Mortgagee's prior written consent, which consent shall not be unreasonably delayed or withheld. No notice of default by Grantor shall be effective unless a copy thereof is delivered concurrently to Mortgagee. Any notice required to be given to Mortgagee pursuant to this Section shall be delivered to the address set forth in Section 11 (or at such other address as may be designated in writing by Grantee or Mortgagee from time to time) in accordance with the notice requirements set forth in this Trail Easement.

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this ____ day of _____, 2007.

Signed, Sealed and Delivered
in the presence of:

WITNESS

GRANTOR:
PLUM CREEK MAINE TIMBERLANDS,
L.L.C.

By: _____
Name
Its

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ___ day of _____, 2007, before me personally appeared _____, to me known to be the _____ of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name: _____

GRANTEE ACCEPTANCE

The above and foregoing Trail Easement was authorized to be accepted by The Western Mountains Foundation, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Trail Easement, by and through _____, its _____, hereunto duly authorized, this _____ day of _____, 2007 and agrees to be bound by all its terms and provisions.

GRANTEE:
Western Mountains Foundation
By: _____
Its: _____

State of Maine
County of Kennebec, ss _____, 2007

Personally appeared _____, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Commissioner of the Maine Department of Conservation.

Before me,

Notary Public
PrintedName: _____

FILED FOR RECORD AT THE REQUEST OF:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: _____
File No.:

TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the "Grantor," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) GRANTS to **WESTERN MOUNTAINS FOUNDATION**, a _____ whose address is _____ (hereinafter referred to as the "Grantee," which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns), with QUITCLAIM COVENANT, in perpetuity, an easement for construction, reconstruction, use, and maintenance of a hiking trail (hereinafter, the "Trail"), said easement being fifteen (15) feet in width, and lying seven and one-half (7-½) feet on each side of the centerline as existing on the ground and as legally described on **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches). The location of the Trail is depicted on the maps attached hereto as **Exhibit B**, and made a part hereof.

The purpose of this Trail Easement is to allow the Grantee to construct, maintain, repair and utilize the Trail for a recreational hiking trail as part of the Maine Huts and Trails Mahoosucs to Moosehead Trail Project ("MTM Trail"). Allowed uses shall include cross-country skiing, snowshoeing, mountain biking and other non-motorized activities related to primitive recreational pursuits such as photography, fly-fishing, environmental studies, experiential education programs and nature based tourism programs. It is the intent of this Trail Easement that the location of the Trail Easement will remain essentially fixed as set forth herein, and Grantor does not intend to relocate, or require relocation, of the Trail Easement except in those cases set forth below. This Trail Easement applies to the property described on Exhibit A only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A.

This grant is made subject to the following provisions:

1. Public Trail Easement.

A. Use. The public, subject to the rights and obligations of the parties herein, shall have the perpetual right to enter upon and make use of the Trail for uses described above and trail construction, maintenance, repair, and relocation, and such other uses consistent herewith from time to time permitted by the Rules and Regulation adopted by Grantor pursuant to **Section 1.C.** below.

B. Trail Location, Cutting and Maintenance. The location of the Trail is legally described on Exhibit A and depicted on Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Trail Easement shall include those rights reasonably necessary for or incident to the construction, maintenance, relocation, and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Grantee or its designated agents operating under its direction and control shall be responsible for all aspects of trail design, layout, cutting, grading, drainage, and all related maintenance. Maintenance of the Trail shall be subject to reasonable rules and regulations from time to time adopted by Grantor pursuant to **Section 1.C** below. The Trail shall be generally left in a primitive state, and in no event shall any trail be paved by Grantee with any asphalt, concrete, recycled material, or other impervious surface. All such construction, reconstruction, maintenance and repair work shall be undertaken at Grantee's sole cost and expense. Grantee shall be responsible for obtaining all permits for such construction activities and permitted uses of the Trail from all Federal, state or local authorities with jurisdiction over the Trail. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other standards as Grantor may from time to time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld.

C. Rules and Regulations Concerning Public Use, Construction and Maintenance. The right of the public to use the Trail and the duties of Grantee as to trail oversight, construction, reconstruction, maintenance and repair are subject to the reserved right of Grantor (upon reasonable opportunity to comment by Grantee, except in the case of an emergency) to establish, and modify from time to time, reasonable rules and regulations (the "Rules and Regulations") for the conservation and protection of the Trail and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's forest management activities and other reserved uses hereunder. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, night use, loud activities, domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation. The following uses are strictly prohibited within the Trail Easement: snowmobiles, all terrain vehicles, any other motorized vehicles, camping and open fires (motorized activities are permitted for

maintenance of the trail specifically for snow grooming of cross-country skiing trails, trail construction and search and rescue activities).

D. Publications. Grantor shall be provided at least thirty (30) days advance opportunity to review for accuracy and content any maps, pamphlets or brochures printed and distributed by Grantee or its agents in regard to public use of the trails.

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Trail Easement other than those specific grants and covenants made to Grantee in this Trail Easement. Grantor specifically reserves, without limitation, the perpetual right on and adjacent to the Trail Easement to engage in forest management activities and to cross the Trail Easement at any point or points. This Trail Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other limitation on its forest management activities and other land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in forest management activities on and adjacent to the Trail Easement and accordingly has recommended the location of the Trail to areas that are generally in shoreland protection, fragile high mountain, lake access protection, and fish and wildlife protection zones. In the event that any future statute, regulation, or rule has the effect of expanding or enhancing the public use of the trails, contrary to or inconsistent with the terms and provisions of this Trail Easement, the enactment of such law, regulation, or rule shall be deemed a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate forest management activities and other reserved uses of Grantor; provided that Grantor designates an alternate route so that the connectivity of the Trail with the MTM Trail is not interrupted. In such event, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the Trail. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trail have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the description and depiction of the Trail set forth in Exhibits A and B to reflect the relocated areas.

C. Nonexclusivity. Nothing contained in this Trail Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor within the Trail Easement to Grantee, the public, or any other party, nor shall

anything contained in this Trail Easement be construed as granting an exclusive right to carry on any activity on the Trail Easement. Other than as set forth in this Trail Easement, no permanent expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Trail Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Trail Easement shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trail, including the right to engage in or permit others to engage in, all uses of the Trail Easement and Grantor's adjacent property that are not expressly prohibited or restricted by this Trail Easement.

3. Immunities.

Grantor and Grantee claim all of the rights and immunities against liability to the fullest extent of the law under the Maine Recreational Use Statute (14 M.R.S.A. § 159-A, et seq. as amended from time to time) and the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq. as amended from time to time) and under any other applicable provision of law providing immunity from liability to landowners who allow public recreational uses of their lands.

4. Additional Provisions Regarding Trail Use.

Without limitation to Grantor's rights to impose Rules and Regulations limiting the use of the trails, the following special provisions shall at all times apply to the trails:

A. Trail Usage. Grantee expressly agrees to adequately police the Trail, to provide proper supervision of use of the Trail by the public, and to adequately maintain and repair the Trails. Grantee shall keep the Trail and the immediately adjacent property clear of debris and litter and shall take all reasonable steps to ensure that the exercise of the rights granted by this Trail Easement is done in a manner consistent with the provisions of this Trail Easement and all Rules and Regulations from time to time adopted by Grantor.

B. Unauthorized Use of Trail and Adjacent Property of Grantor. Grantee agrees to use all reasonably available means to discourage unauthorized public travel on

the Trail and any property owned by Grantor in the vicinity of the Trail, and to advise the public of any relocation of the trails pursuant to **Section 2.B.**, above.

C. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trail without the prior consent in writing of Grantor, which consent may be withheld in its absolute discretion. This prohibition shall not restrict Grantee from assessing fees of general application to the public. The Grantor recognizes that the Grantee will assess a general fee for use of that portion of the Trail that may be groomed for cross-country skiing and that such fees shall be to recover the costs associated with the trail grooming expense. In the event the liability protections afforded to Grantor pursuant to Section 3, above, are, in Grantor's sole opinion, diminished, reduced, or otherwise inadequate to protect Grantor, Grantor reserves the right to assess a fee for use, either to public users of the Trail or to Grantee (which fee may be passed on to the public) to recover the actual costs of insurance obtained by Grantor pertaining to its ownership of the Trail, and the costs of administration associated with such insurance.

D. Public Information. Grantee shall be solely responsible for the handling and administration of all public matters, controversies, or conflicts regarding the rights of the public under this Trail Easement. Grantee shall designate a representative as its official contact person to whom all public inquiries may be forwarded by Grantor.

5. Indemnification and Insurance.

Grantee shall indemnify, save, and hold Grantor harmless from and against any and all loss, damage, expense (including attorneys' fees), responsibility, liability for injury or death of persons, and/or loss, damage to, or destruction of property belonging to Grantor or others, or for claims therefor, whether or not Grantor has suffered actual loss, damage, environmental contamination, or expense ("Loss"), where such Loss has resulted from, pertains to, or has arisen out of the exercise, by Grantee, the public or any third parties, of the rights granted by this Trail Easement. Grantee's indemnity obligation shall include, without limitation, any negligent acts, omissions to act, or willful misconduct, whether active or passive, on the part of Grantee, its agents or the public and shall extend to claims asserted after termination of this Trail Easement to the extent that the Loss occurred during the term of this Trail Easement. Grantee's indemnity obligations shall extend to the joint or concurrent negligence of Grantee and Grantor but shall not extend to Losses caused by Grantor's sole negligence or willful misconduct.

Grantee covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this easement for the mutual benefit of Grantor and Grantee, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Trail Easement or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$5,000.00) deductible.

All insurance required under this Section shall name the Grantor as an additional insured and shall be issued by companies rated B+13 by the latest Best's rating guide. Grantee shall promptly provide Grantor with a Certificate of Insurance stating that no

material change or cancellation of the insurance coverage can be effective unless and until thirty (30) days prior written notice has been given to Grantor. Should any policy be canceled during the term of this Trail Easement and Grantee fails to immediately procure equivalent insurance, Grantor shall have the right, at its option but without any duty to do so, to: (i) deem such cancellation a material default without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for default provided in **Section 6** below; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Grantee shall repay to Grantor any such premiums and/or fees paid by Grantor together with interest from the time of payment until repaid by Grantee. Said premiums and/or fees shall be repaid to Grantor on demand and, without limiting Grantor's remedies, Grantee's failure to repay the same shall constitute default under this Trail Easement.

Nothing contained in this Section shall diminish Grantee's obligations as provided elsewhere herein.

6. Default, Remedies.

In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject to the breach until cured to Grantor's satisfaction. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

7. Non-Assignability/Transfer of Property

Grantee shall not assign or transfer this Trail Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This Trail Easement shall be binding upon and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of whom shall be entitled to enforce and be bound by this Trail Easement. Grantor's rights and obligations under this Trail Easement shall terminate in whole or in applicable part when it ceases to have any interest in the property over which this Trail Easement traverses, or portion thereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Amendments

Subject to Section 12.F.(v) hereof, Grantor and Grantee have the right to amend this Trail Easement by written and recorded agreement of Grantor and Grantee. Notwithstanding the public use of the Trail permitted by this Trail Easement, no approval or consent of any party other than Grantor and Grantee is required for any such amendment to be effective.

9. Force Majeure:

Upon giving notice to the other party, a party affected by an event of Force Majeure as defined in **Section 10** below shall be released without any liability on its part from the performance of its obligations under this Trail Easement, but only to the extent and only for the period that its performance of such obligations is prevented or materially hindered by the event of Force Majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. Definitions

As used in this Trail Easement the terms listed below shall have the meanings ascribed to them:

“Force Majeure” means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, icestorm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

“Forest Management Activities” means all forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

11. Notices

Notices to any party must be in writing and will be sufficient if served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed as follows:

To Grantor

General Counsel
Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue
Suite 4300
Seattle, WA 98104

To Grantee:

Executive Director
Western Mountains Foundations
538 Preble Street
South Portland, ME 04106

or to such other authorized person as any party may from time to time designate by written notice to the others. Grantee shall notify Grantor of the address for any mortgagee permitted under Section 12 hereof.

12. General Provisions.

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Trail Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Trail Easement shall not be affected thereby and all other terms and provisions of this Trail Easement shall remain valid and enforceable to the extent permitted by law.

B. Waiver. The failure or delay of either party, for any reason whatsoever, to enforce this Trail Easement shall not constitute a waiver of its rights, and each party hereby waives any defense of laches, prescription or estoppel. Nothing herein shall be construed as to relieve Grantor from compliance with any federal, state or local law, regulation, rule or ordinance applicable to the Trail.

C. Governing Laws. This Trail Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Trail Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Trail Easement being governed or interpreted under the laws of any other jurisdiction. Should uncertainty arise in its meaning, this Trail Easement shall be interpreted in favor of Grantor's use of the Trail.

D. Enforcement Rights. This Trail Easement shall not be construed to entitle any person or entity other than Grantor or Grantee to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this Trail Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee.

E. Tax Deductible Donation. Grantor intends to claim a tax deduction for the fair market value of this Trail Easement. Grantee agrees to cooperate with Grantor by executing such documents and tax forms as may be necessary to effectuate a tax-deductible donation by Grantor to Grantee of the Trail Easement.

F. Right of Mortgagor

(i) Grantee shall have the right, at any time, and from time to time, during the term of this Trail Easement to mortgage the rights, privileges and obligation of this Trail Easement, in whole or in part, to any entity or third party, with Grantor's consent, such

consent not to be unreasonably withheld. The following provisions shall be effective at any time that Grantor has received notice that Grantee has mortgaged its interests under this Trail Easement.

(ii) Grantor agrees to accept performance by Mortgagee of all cures, conditions and covenants as though performed by Grantee, and agrees to permit Mortgagee access to the Trail to take all such actions as may be necessary or useful to perform any condition or covenants of the Trail Easement or to cure any default of Grantee.

(iii) Upon Mortgagee's assumption of the Trail Easement obligations by foreclosure of the Grantee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Trail Easement shall continue in full force and effect to the extent it is then in effect. Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Grantee and succeed to all the rights of Grantee in any security or other deposits or other impound payments, however, Grantee shall continue to be liable for such obligations unless otherwise agreed by the parties.

(iv) If Mortgagee commences enforcement of the Mortgage, then upon Mortgagee's assumption of the Trail Easement, Mortgagee shall cure all prior defaults of Grantee under the Trail Easement that are reasonably capable of being cured by Mortgagee and assume all obligations of Grantee, and Grantor shall treat Mortgagee as the Grantee under the Easement. If Mortgagee cures all defaults by Grantee, or if Mortgagee commences enforcement under its mortgage, and thereafter Grantee cures such defaults and Mortgagee then terminates its enforcement remedies, then the Easement shall remain in full force and effect between Grantor and Grantee, provided all defaults are cured within the time periods permitted herein.

(v) No modification of the Trail Easement shall be effective without Mortgagee's prior written consent, which consent shall not be unreasonably delayed or withheld. No notice of default by Grantor shall be effective unless a copy thereof is delivered concurrently to Mortgagee. Any notice required to be given to Mortgagee pursuant to this Section shall be delivered to the address set forth in Section 11 (or at such other address as may be designated in writing by Grantee or Mortgagee from time to time) in accordance with the notice requirements set forth in this Trail Easement.

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this ____ day of _____, 2007.

Signed, Sealed and Delivered
in the presence of:

WITNESS

GRANTOR:
PLUM CREEK MAINE TIMBERLANDS,
L.L.C.

By: _____
Name
Its

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ___ day of _____, 2007, before me personally appeared _____, to me known to be the _____ of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name: _____

GRANTEE ACCEPTANCE

The above and foregoing Trail Easement was authorized to be accepted by The Western Mountains Foundation, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Trail Easement, by and through _____, its _____, hereunto duly authorized, this _____ day of _____, 2007 and agrees to be bound by all its terms and provisions.

GRANTEE:
Western Mountains Foundation
By: _____
Its: _____

State of Maine
County of Kennebec, ss _____, 2007

Personally appeared _____, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Commissioner of the Maine Department of Conservation.

Before me,

Notary Public
PrintedName: _____

CONSERVATION EASEMENT

Granted by

Plum Creek Maine Timberlands, L.L.C.

to

Forest Society of Maine

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine (hereinafter referred to as "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns, and any future owners or successors-in-interest to the Protected Property (defined below), and their executors, administrators and legal representatives), **GRANTS** to **FOREST SOCIETY OF MAINE**, a Maine not-for-profit corporation with a place of business in [business location] (hereinafter referred to as "Holder," which word shall, unless the context clearly indicates otherwise, include Holder's successors and/or assigns), and **GRANTS** to the **STATE OF MAINE** (hereinafter referred to as "Third Party", which shall, unless the context clearly indicates otherwise, include the Third Party's successors and assigns), acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333, with **QUITCLAIM COVENANT**, in perpetuity, the following described **Conservation Easement** on land located in [**insert Townships and Counties**], Maine, hereinafter referred to as the "Protected Property," and shown on a map on **Exhibit A**, attached hereto, and made a part hereof by reference.

PURPOSE

This Conservation Easement is intended to provide a significant public benefit by protecting and preserving in perpetuity the Protected Property in its present and historic primarily undeveloped condition that allows its continued operation as a working forest with the perpetual ability to commercially produce forest products, and to conserve and/or enhance forest and wildlife habitats, undeveloped shoreline, and historic public recreation and nature observation and study opportunities of the Protected Property for present and future generations, subject only to such uses as are specifically provided for herein. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant.

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

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including sizeable forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as

amended, and in regulations promulgated thereunder;

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

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

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

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

WHEREAS, this Conservation Easement is granted in accordance with the terms and provisions of the Concept Plan for Plum Creek's Lands in the Moosehead Lake Region (the "Concept Plan") approved by the Maine Land Use Regulation Commission ("LURC") on _____, 2007. This Conservation Easement is granted not as a gift but pursuant to the terms of the Concept Plan and in consideration for and mitigation of certain development rights that will be or have been authorized by LURC;

WHEREAS, Holder is a tax exempt public charity under §§ 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), is qualified under § 170(h) of the Code to receive qualified conservation contributions and is qualified to hold conservation easements pursuant to 33 M.R.S.A. § 476(2)B, as amended;

WHEREAS, this Conservation Easement is created pursuant to the Maine Uniform Conservation Easement Act, 33 M.R.S.A. §§ 476 et seq., as amended.

NOW THEREFORE Grantor and Holder have established this Conservation Easement affecting the Protected Property consisting of the following terms, covenants, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity:

TERMS, COVENANTS AND RESTRICTIONS

1. GENERAL LAND USES

Except in connection with Forest Management Activities (defined below) or as otherwise expressly stated to the contrary herein, structural development, commercial, residential, industrial, energy generation (other than Alternative Energy Generation Activities as defined below), landfill, and waste disposal activities are prohibited on the Protected Property. Without limiting the generality of the foregoing, houses, apartment buildings, multi-family housing units, campgrounds, condominiums, trailer parks, mobile homes, permanent outdoor high-intensity lights, motels or hotels, billboards, junk yards, and commercial and industrial uses of all kind, are specifically prohibited on the Protected Property unless otherwise provided herein.

Notwithstanding anything to the contrary in this Conservation Easement, Grantor, its successors and assigns, shall have the perpetual right to undertake any and all Forest Management Activities on the Protected Property, subject only to the limitations set forth in Paragraph 5 of this Conservation Easement, to undertake Alternative Energy Generation Activities subject to Holder's review and approval, which approval shall not be unreasonably withheld, and (i) Permitted Construction Material Removal Activities subject to the limitations set forth in Section 4 hereof, and (ii) Septic Field Activities permitted under Chapter 10 of the Maine Land Use Regulation Commissions Rules and Standards (or successor regulations thereto), but only in compliance with all requirements thereof. As used in this Conservation Easement, the term "Forest Management Activities" means all commercial forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law. Forest Management Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access to and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and conducting post-harvest or site recovery activities; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides,

insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, footpaths, and any roads permitted under this Conservation Easement; Permitted Construction Material Removal Activities (as defined below in Section 4 hereof); and any other activity Grantor deems useful or expedient in connection with the foregoing. As used in this Conservation Easement, the term (i) "Alternative Energy Generation Activities" means all activities related to the generation of electricity from wind energy; Alternative Energy Generation Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: the construction, operation and maintenance of wind power facilities and any other improvements, fixtures, and equipment, whether temporary or permanent, that are related thereto or associated therewith, and (ii) "Septic Field Activities" means up to 200 acres at any given time of areas where septic tank wastes generated from surrounding communities (including newly developed areas) are disposed of through spreading on the land.

Further, notwithstanding anything to the contrary in this Conservation Easement, Grantor may grant permanent or temporary easement rights across the Protected Property to affiliates of Grantor and third parties for ingress, egress and utilities (including any access necessary for Alternative Energy Generation Activities and Permitted Construction Material Removal Activities) for all lawful purposes. Grantor shall provide notice to Holder prior to the grant of such easement rights. Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable when granting such rights, provided that the ultimate decision to grant such easement rights shall be made in the sole discretion of Grantor.

2. SUBDIVISION

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; provided that not more than five (5) separate lots of not less than **5000** contiguous acres each may be created and conveyed to others. Except as provided herein, any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.

B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

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

D. Conveyance of Leased Lots located within the bounds of the Protected Property as of the date of this grant (as the same may be expanded to bring the lots up to compliance with then-current LURC regulations) shall not be deemed divisions of the Protected Property.

E. Notwithstanding any other provision hereof, Grantor may gift or sell from time to time up to 50 acres of the Protected Property in the aggregate to a public or semi-public entity free of the restrictions of this Conservation Easement (the "Permitted Public Purpose Transfers"). In selecting Protected Property for any Permitted Public Purpose Transfer, Grantor shall, to the extent reasonably practical, take into consideration the Protected Property's conservation values. This Conservation Easement shall be extinguished with respect to any Protected Property that is so transferred. Prior to any such Permitted Public Purpose Transfer, Grantor shall give Holder and Third Party 30 day written notice of the number of acres proposed to be transferred, the name of the transferee, the aggregate number of acres (after giving effect to the proposed transfer) of all Permitted Public Purpose Transfers, and the purchase price (if any). Proceeds (if any) of any Permitted Public Purpose Transfer shall be distributed in accordance with Section 15(G) hereof.

3. STRUCTURES AND IMPROVEMENTS

From the date of this Grant, no new structures, temporary or permanent, are allowed to be constructed, placed or maintained on the Protected Property, other than Forestry Improvements (described below), structures and improvements necessary for Alternative Energy Generation Activities, structures and improvements necessary for Septic Field Activities, structures and improvements necessary for Permitted Construction Material Removal Activities, structures and improvements for purposes of nature observation (including, without limitation, observation blinds and platforms), trails for use by the general public, tents, recreational vehicles (provided that any such recreational vehicle is not left in any one place on the Protected Property for a length of time or in a manner that is inconsistent with transient recreational purposes) and temporary camping structures subject to Grantor's rights to regulate such uses as set forth in Section 7 hereof, and roads, utilities and telecommunications facilities approved by the Maine Land Use Regulation Commission (or its successor agency). Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) when siting any structure or improvement allowed hereunder, to the extent reasonably practicable, provided that the ultimate decision site such structures and improvements shall be made in the sole discretion of Grantor.

Notwithstanding the foregoing, Grantor may develop, construct, maintain, install, replace and repair at any time and from time to time Forestry Improvements on the

Protected Property. For purposes of this Conservation Easement, the term “Forestry Improvements” means any and all structures, facilities, improvements and that are related to Forest Management Activities on the Protected Property, including, without limitation, roads, fences, bridges, gates, maple sugar houses and appurtenant facilities, forest management camps, logging camps, and housing facilities for persons involved with Forest Management Activities on the Protected Property, barns, garages, storage facilities, portable and permanent sawmills, mobile chippers, and other processing equipment and facilities, associated signs and structures, utility services to serve and support such Forestry Improvements, including telecommunication systems, electric power lines and generation facilities, wells, and septic disposal facilities; provided, however, that, to the extent reasonably practical, such utility services crossing the Protected Property shall be located in a manner to minimize their impact on the Protected Property’s conservation values. Forestry Improvements shall only be used in connection with and/or for the purpose of accomplishing Forest Management Activities on the Protected Property. All Forestry Improvements permitted hereunder shall be installed and constructed in accordance with applicable laws and regulations.

Existing (as of the date of the grant of this Conservation Easement) structures, improvements and utilities that are not associated with Forest Management Activities may be maintained, replaced and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the purpose of this Conservation Easement. New, minor structures and improvements for traditional, recreational uses such as trails, not more than 5 (five) Back Country Huts (as defined below), bridges, benches, tables, public boat launches, erosion control systems, wells and springs, may be installed, constructed, maintained, repaired, and replaced from time to time, without the consent of Holder, provided that such structures and improvements are installed and constructed in accordance with applicable laws and regulations. Notwithstanding the foregoing, new public boat launches that accommodate boats on trailers may be installed and constructed from time to time only with the consent of Holder. Once installed and constructed, such trailered boat launches may be maintained, repaired, and replaced from time to time, without the consent of Holder. New roads, utilities and telecommunications facilities, and/or public fire and safety buildings may be installed, constructed, maintained, repaired, and replaced from time to time, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Holder provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Protected Property shall be located in a manner to minimize their impact on the Protected Property’s conservation values. Notwithstanding the foregoing, no more than 6 (six) telecommunication/cell “towers” shall be constructed on the Protected Property. For purposes of this Conservation Easement, the term “Back Country Hut” means a structure containing group and/or individual sleeping quarters and kitchen facilities that is constructed and maintained in connection with a trail or trail system and used as a commercial lodging facility on a transient basis by persons primarily in pursuit of primitive recreation, including without limitation hiking, backpacking, cross-country skiing, and snowshoeing.

4. SURFACE ALTERATIONS

Except in connection with Forest Management Activities and/or other uses of the Protected Property permitted by this Conservation Easement (including Alternative Energy Generation Activities, Septic Field Activities and Permitted Construction Material Removal Activities in compliance with the regulations of the Maine Land Use Regulation Commission or its successor agency), no new filling, drilling, excavation, or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography are allowed on the Protected Property; provided, however, that Grantor shall not be deemed to be in breach of the terms hereof in the event a third party owner of mineral rights conducts mining activities, and further provided that Grantor shall have the right to conduct surface and subsurface water extraction activities for forestry and residential purposes only, and to construct and maintain structures and facilities necessary for the same, provided that any such extraction is conducted in a sustainable manner and does not adversely affect the conservation values protected by this Conservation Easement. In the event Grantor conducts water extraction activities on the Protected Property, such activities shall be included in the Multi-Resource Management Plan approved by Holder.

Excavation or alteration of the Protected Property for removal (by quarrying or otherwise) and storage of rock, gravel, aggregate, sand, other similar construction materials (collectively "Construction Materials") shall be permitted in connection with (i) Forest Management Activities on the Protected Property; (ii) Forest Management Activities of Grantor on other adjacent lands owned by Grantor, (iii) the maintenance, construction, and use of roads not owned by Grantor but which are used by Grantor to access the Protected Property; (iv) the road maintenance, property improvement, or constructions activities of the State, cities, towns and third parties in the vicinity of the Protected Property, or (v) the development of areas zoned for development under LURC rules (such permitted excavations or alterations of the Protected Property are referred to hereinafter collectively as the "Permitted Construction Material Removal Activities"). Grantor specifically reserves the right to give, exchange or barter Construction Materials from the Protected Property, or make incidental sales thereof for the purposes of such Permitted Construction Material Removal Activities. Grantor's Permitted Construction Material Removal Activities under this Section 4, including any reclamation undertaken following such activities, shall be conducted in accordance with applicable local, state and federal laws.

The right to conduct Permitted Construction Material Removal Activities is subject to the requirement that the disturbed area for such activity does not exceed 15 acres in size per extraction site and there are no more than 400 acres actively disturbed and not revegetated and stabilized at any one time . The removal of loose surface decorative rock is not subject to these restrictions.

5. FOREST MANAGEMENT

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of **[List any special areas or sensitive resources as documented in the Baseline Documentation] [Note, this will be done after the signing of the PSA but before the grant of the Conservation Easement].**

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations, in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for Forest Management Activities. If undertaken, Forest Management Activities must be designed and implemented to ensure an economically viable, continuing, renewable, and long-term harvest of forest products, consistent with the forestry principles set forth below and with the use of the Protected Property by the general public as set forth in Section 7, below, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for Forest Management Activities, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Multi-Resource Management Plan (hereafter the "Management Plan") designed to ensure the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable, and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable, and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values; and 4) protect Special Management Areas identified in the Baseline Documentation (defined below).

B. Grantor reserves the right to manage non-commercial vegetation by cutting, pruning and planting without the requirement of a Management Plan, as necessary to exercise the rights reserved to Grantor hereunder, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement as set forth in Section 7, below, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other designated public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the traditional scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property (all parties acknowledge, however, that the Protected Property has been, and may continue to be, used as a commercial working forest). The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not require a Management Plan, and need not be addressed in the Management Pan.

C. All Forest Management Activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of

traditional scenic character as viewed from designated public vantage points located at [list here] (provided that all parties recognize that the Protected Property has traditionally been used as a working forest and that scenic views from such locations have historically included evidence of commercial forestry operations), maintenance of existing, identified wildlife habitat and recreational resources, and shall accomplish the Forestry Principles set forth below:

- (i) protection of identified wildlife habitat and unique natural areas, as documented in the Baseline Documentation;
- (ii) preservation of traditional, non-intensive outdoor recreational activities allowed under Section 7 of this Conservation Easement;
- (iii) protection of traditional scenic quality, recognizing that the Protected Property as traditionally been used as a commercial working forest, and that evidence of such use has been visible from many public and private vantage points and is part of the scenic character of the Protected Property;
- (iv) maintenance or improvement of the diversity and health of the forest and the productive capacity of the soil;
- (v) preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters;
- (vi) allowance for a continuing, renewable, and long term source of forest products; and
- (vii) conservation of significant historic and archaeological resources as contemplated by the SFIS.

D. Management Plan; Amendment; Certification.

(i) Management Plan: All Forest Management Activities, except preliminary timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. After the Management Plan has been agreed to by the parties hereto, Grantor shall operate within the constraints of the Management Plan in accordance with the terms of this Conservation Easement. The Management Plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed annually by the parties. The Management Plan shall remain in effect until amended or modified by the parties, provided that no amendment or modification to the Management Plan shall become effective until agreed to by Grantor, Holder, and Third Party.

(ii) Third party certification: Grantor shall comply with the Forestry Principles set forth in 5.C., above and 6 below, by conducting its Forest Management Activities in accordance with the Management Plan. So long as Grantor maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below) then Grantor shall be deemed to be in full compliance with said Forestry Principles and the Management Plan. For purposes hereof, a "Qualifying Forestry Certification Program" shall be any of the

following: (i) the Sustainable Forestry Initiative 2005-2009 Standards; (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (v) American Tree Farm System Certification for parcels created pursuant to Section 2, above and approved by Holder and Third Party; or (iv) any similar program that Holder reviews and approves based upon Holder's assessment of the standards and procedures of that program, which approval shall not be unreasonable delayed, conditioned, or withheld. For purposes of obtaining a certification from a Qualifying Forestry Certification Program, the forest management requirements set forth in Sections II, III and IV of the Management Plan shall be covered by the certification audit. It is agreed by the parties hereto that the initial Management Plan submitted by Grantor (but not attached as an exhibit hereto) is in full compliance with the terms and requirements of this Conservation Easement, including the Forestry Principles set forth above. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities in compliance herewith. In the absence of third-party certification, the Forestry Principles set forth herein as implemented through the Management Plan shall continue to govern Forest Management Activities on the Protected Property and the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

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

6. WASTE MANAGEMENT AND FOREST CHEMICALS

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities and other activities specifically permitted by this Conservation Easement, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

7. PUBLIC ACCESS EASEMENT

It is Grantor's intent and objective to allow non-commercial, non-motorized public access on and across, and use of, the Protected Property for traditional, low-intensity recreational uses and to maintain opportunities for such uses of the Protected Property. In furtherance thereof, daytime, pedestrian use of the Protected Property by the public shall be permitted; provided, however, that Grantor reserves the right to make reasonable rules and regulations for different types of public use, and to control, limit, or temporarily prohibit, by posting and other means, any use by the public (including without limitation, night use, camping, loud activities, open fires, motorized vehicles, use of equipment, and areas of access) for purposes of protecting public safety, protecting the conservation values of the Protected Property, to ensure compliance with all applicable laws, and to accommodate Grantor's Forest Management Activities and other uses of the Protected Property permitted hereunder. Grantor reserves the right to allow motorized recreational use of the Protected Property (including snowmobiling), in the sole discretion of Grantor. Grantor will take into consideration the conservation and traditional non-intensive outdoor recreation values protected by this Easement and will maintain, to the extent feasible, the resource values set forth in the Baseline Documentation (as defined below) in granting any such motorized recreational use.

To the extent allowed by Grantor, in its sole discretion, traditional recreational uses of the Protected Property by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions, may be permitted on the Protected Property, provided that they occur in a manner that is consistent with the terms and the Purpose of this Conservation Easement. Grantor reserves the right to charge fees to commercial users of the Protected Property.

Notwithstanding the foregoing, this Conservation Easement does not grant any easement, right of way, right of access, or other interest or license on, across, over, or affecting any other land of Grantor not included in the Protected Property, and this Conservation Easement does not, and shall not be construed to, impose upon Grantor, or its successors or assigns, any obligation to provide or allow public access on, across, over, or affecting any land of Grantor not included in the Protected Property. Any such rights or licenses affecting any land of Grantor not included in the Protected Property, if granted by Grantor in its sole discretion, shall be by a separate instrument or instruments recorded in the Registry of Deeds where such other land is located, and no such rights or licenses shall arise by implication, necessity, or otherwise, and this Conservation Easement does not expand or extend any privilege or license currently provided by Grantor.

Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity. Any use of the Protected Property by the public is at the public's sole risk and liability, and any use of the Protected Property shall be deemed a waiver of any and all liability of Grantor, its successors and assigns, for any injury, loss or damage occurring from such use.

Nothing in this section shall be construed to prevent law enforcement personnel from entering the Protected Property at any and all times for the purposes of carrying out official duties.

8. BASELINE DOCUMENTATION

The parties agree that a Baseline Documentation Report (the “Baseline Documentation”) will be completed by a natural resource professional familiar with the area, reviewed by Holder and Grantor, and acknowledged by them to be an accurate representation of the physical and biological condition of the Protected Property and its physical improvements as of the date of the conveyance of this Conservation Easement. Grantor shall provide, and the Baseline Documentation shall include the most recent SFI certification audit and supporting documentation. Such audit and supporting documentation shall be kept confidential by Holder and used solely for purposes of ongoing monitoring and enforcement of this easement. It may only be released to third parties if required by state statute or judicial proceeding. In the event a controversy arises with respect to the nature of the biological and/or physical condition of the Protected Property and its improvements, the parties may use the Baseline Documentation, as well as all other relevant or material documents, surveys, reports, or other information to assist in the resolution of the controversy.

The current conditions and forest practices on the Protected Property, as documented in the Baseline Documentation are consistent with the terms, conditions, and Purposes of this Easement.

9. PROTECTION OF CONSERVATION VALUES

Upon mutual agreement of Grantor and Holder, the boundaries of the Protected Property may be modified for the purposes of protecting important conservation values and/or natural features or to establish an easily identifiable boundary to the Protected Property (such as a roadway or stream thread), such as wetlands or other sensitive areas, provided that there is no net change in the total acreage of the Protected Property.

10. NOTICES

Any notices to or requests for the consent or approval of Holder must be also copied to Third Party, and Third Party shall be provided with an opportunity to comment. Any such notices required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder and Third Party to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor: Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Attn: General Counsel

With a copy to: Plum Creek Maine Timberlands, L.L.C.

49 Mountain Avenue
Post Office Box 400
Fairfield, Maine 04937-0400
Attn: General Manager, Northeast Region

To Holder: [Holder]
[Address]
[City, State ZIP]
Attn: [Notice Officer]

With a copy to Third Party: Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
Attn: Director, Planning and Land Acquisitions

or to such other authorized person as any party may from time to time designate by written notice to the others in the manner set forth above.

11. COSTS AND TAXES, RESPONSIBILITY

Grantor is responsible to pay and discharge when due all property taxes, assessments, and other costs, charges, liens and encumbrances lawfully imposed upon or in connection with the Protected Property and to avoid the imposition of any liens or encumbrances that may affect Holder's rights hereunder. In the event a lien created against the Protected Property is to be executed, the Holder, at its option, shall, after written notice to Grantor, have the right to pay funds to discharge the lien in order to protect Holder's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement; provided, however, that Grantor first shall have the right to contest any such lien by legal proceedings. In the event Grantor elects to contest any lien by legal proceedings, Holder's right to pay and discharge such lien(s) shall not arise until and unless such lien(s) are determined as a result of such legal proceedings to be valid and enforceable against the Protected Property, or unless and until Grantor has abandoned its prosecution of such legal proceedings.

Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain or keep up the Protected Property. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and will indemnify, defend, and hold harmless Holder and Third Party from any claims for damages which arise therefrom, except for harm proximately caused by their negligent act or misconduct, or as may arise out of their workers' compensation obligations.

12. HOLDER'S AFFIRMATIVE RIGHTS

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is in violation of this Conservation Easement (other than those activities expressly authorized hereunder), and to require where reasonably practicable the

restoration of any area or feature damaged by such violation to a condition in compliance herewith. Holder shall not be entitled to monetary damages (other than those ordered by a Court in connection with such restoration and/or monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement). Holder shall provide Grantor with thirty (30) days prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has not been breached, Holder will reimburse Grantor for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker.

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the conservation purposes hereof and does not unreasonably interfere with Forest Management Activities undertaken by Grantor.

C. Holder has the right, but not the duty, to manage public recreational use of the Protected Property, to the extent such use is permitted hereby, in the absence of Grantor's managing such use.

13. THIRD PARTY RIGHTS AND ENFORCEMENT; APPLICABLE LAWS

Grantor grants to the Third Party the same entry, inspection, management and enforcement rights as are granted to Holder under this Conservation Easement, and the Management Plan. However, the parties hereto intend that Holder shall be primarily responsible for the monitoring and enforcement of this Conservation Easement, and that the Third Party intends to assume such responsibility only if Holder fails to properly monitor and enforce. However, the Third Party may at any time exercise, in its own name and for its own account, all the rights of monitoring and enforcement granted Holder under this Conservation Easement. The Third Party shall also have access to the Protected Property, and to any and all records of Holder relevant to the Protected Property. Annual monitoring reports will be filed by Holder with the Third Party. In the absence of third party certification under Section 5 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor so that Holder may monitor and enforce the terms of this Easement.

Notwithstanding that Third Party has executed this Conservation Easement, nothing herein may be construed as approval of or as a substitute for approval or

regulation of any activities under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body. Nothing in this Conservation Easement may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, with which Grantor shall have a responsibility to comply. Any penalty for or mitigation of a violation of a regulation of the Maine Land Use Regulation Commission imposed upon the Grantor by the Maine Land Use Regulation Commission shall be deemed sufficient penalty for or mitigation of a violation of the terms of this Conservation Easement, if the activity causing such violation of the Land Use Regulation Commission regulations is also a violation of this Conservation Easement, such that Grantor shall not be penalized or subject to mitigation twice for a single act.

14. ADDITIONAL CONSERVATION EASEMENT REQUIREMENTS UNDER MAINE LAW

A. This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1989, Sections 476 through 479-B, inclusive, as amended (and successor provisions thereof), and shall be construed in accordance with the laws of the State of Maine.

B. Holder is qualified to hold conservation easements pursuant to Title 33 Maine Revised Statutes Annotated, Section 476(2)(B), as amended (or successor provisions thereof), and is a Qualified Organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof), to wit: a publicly funded, non-profit, section 501(C)(3) organization having a commitment and the resources to protect the conservation purposes of the donation and enforce the restrictions hereof.

C. The Third Party is qualified to hold third party rights of enforcement on conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A), as amended (or successor provisions thereof).

D. This Conservation Easement is assignable by Holder, but only after notice to and approval by Third Party and Grantor (which approval shall not be unreasonably withheld), and only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated (1989), as amended (or successor provisions thereof), and that agrees, as a condition of transfer, to monitor, enforce, and otherwise uphold the conservation purposes and terms of this grant; provided that the parties hereto agree that the State of Maine is an approved assignee.

E. The Protected Property may be used to secure the repayment of debt, provided that the rights of Holder and Third Party to enforce the terms, restrictions, and covenants created under this Conservation Easement shall continue and not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien. The restrictions of this Conservation Easement, and Holder's and Third Party's right to enforce them shall be superior to any mortgage or lien.

15. GENERAL PROVISIONS

A. Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, all uses of the Protected Property that are not expressly prohibited or restricted by this Conservation Easement and that are consistent with the Purposes hereof.

B. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Holder and/or the Third Party. The failure or delay of Holder or Third Party, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

C. Grantor agrees to notify Holder and Third Party prior to any transfer of its interest in the Protected Property. A party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

D. The parties may amend this Conservation Easement only to the extent that changes are not inconsistent with the conservation purposes of this grant, and only by written and recorded agreement executed by Grantor, Holder, and Third Party.

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

F. Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Should uncertainty arise in its meaning, this Conservation Easement should be interpreted in favor of conserving the Protected Property for the conservation purposes stated herein.

G. **EXTINGUISHMENT.** If circumstances arise in the future which render the Purpose impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Easement as determined in accordance with Section 15.H. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This paragraph shall not apply, and there will be no division of proceeds with respect to any sale, exchange or transfer of the Protected Property where the transferred Protected Property remains subject to the Easement whether explicitly or by operation of law.

H. **VALUATION.** This Easement constitutes a real property interest

immediately vested in Holder, which, for purposes of Section 15.G, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant. The parties shall include the ratio described in the preceding sentence with the Baseline Documentation on file at the office of Holder and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction.

I. CONDEMNATION. If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Easement, and all resulting direct or incidental damages. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section 15.G. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Protected Property.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Plum Creek Maine Timberlands, L.L.C., Grantor, has caused this Conservation Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by Rick R. Holley, its President, hereunto duly authorized, this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

PLUM CREEK
MAINE TIMBERLANDS, L.L.C.

By:

Rick R. Holley
Its President

STATE OF WASHINGTON)
COUNTY OF KING) ss:

On this ___ day of _____, 20__, before me personally appeared Rick R. Holley, to me known to be the President and Chief Executive Officer of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name: _____

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by [Holder], Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through _____, its _____, hereunto duly authorized, this __ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

[HOLDER]

By:

[name of officer]
Its *[insert title]*

State of Maine
County of _____, ss.
_____, ____20__

Personally appeared _____, _____ and authorized representative of the above-named Holder and acknowledged the foregoing instrument to be his free act and deed in his/her said capacity, and the free act and deed of said [Holder].

Before me,

Notary Public

Name: _____

THIRD PARTY APPROVAL

The f

Commissioner, hereunto duly authorized this _____ day of _____, 200__.

Signed, sealed and delivered
in the presence of:

MAINE DEPARTMENT
OF CONSERVATION

By:

[insert name of Commissioner]
Its Commissioner

State of Maine
County of Kennebec, ss.

20__

Personally appeared _____, hereunto duly authorized,
and acknowledged the foregoing instrument to be the free act and deed of that person in
said capacity as Commissioner of the Maine Department of Conservation.

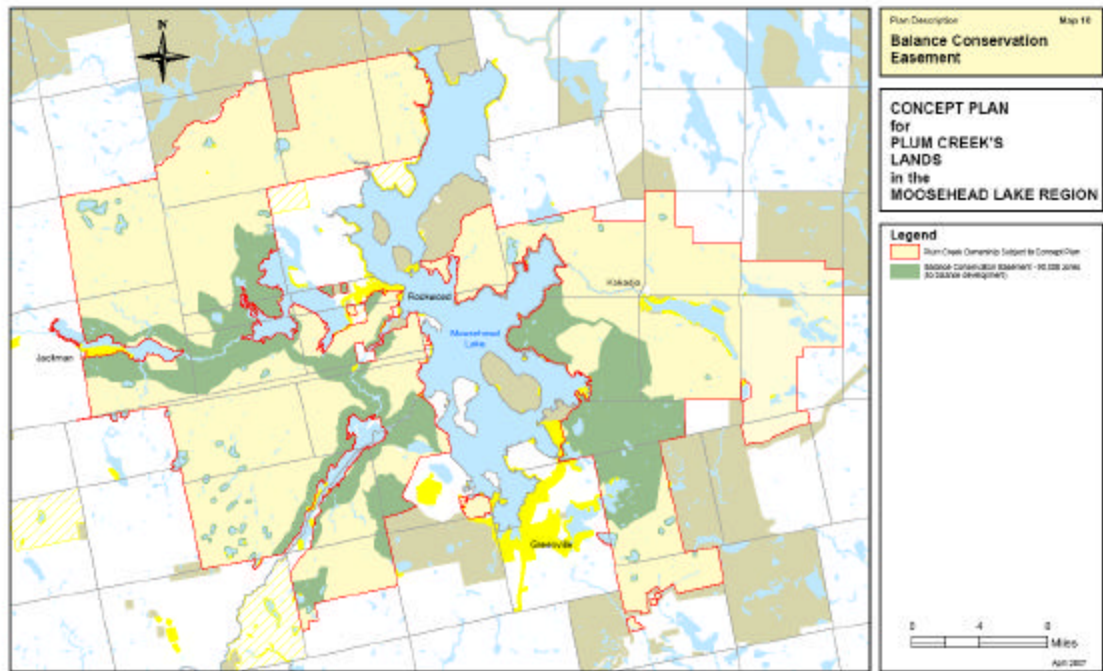
Before me,

Notary Public

Name: _____

ATTACHMENTS:

EXHIBIT A - Map of the Protected Property.



Multi-Resource Management Plan
Addressing
Forestry Standards
of
The Plum Creek/Forest Society of Maine Conservation Easement

This Multi-Resource Management Plan (“Plan”), dated as of _____, 2006, is entered into by **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine, (hereinafter referred to as “Landowner” or “Plum Creek” or “Grantor”) and the Forest Society of Maine (“Holder”).

This Plan is being entered into pursuant to Section 5.D of that certain **CONSERVATION EASEMENT** (the “Easement”) granted by Plum Creek to Holder on _____, 2007. The intent of the Easement granted in connection with the Concept Plan for Plum Creek’s Gateway Lands in the Moosehead Lake Region (the “Project”) is to effect the purpose of the Forest Legacy Program (“FLP”), in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c), to protect environmentally important forest areas that are threatened by conversion to non-forest uses and therefore also protect important scenic, cultural, fish, wildlife, recreational resources and riparian areas. A further purpose of the Forest Legacy Program and the Easement is to protect the capacity of the Protected Property (as defined below) to produce economically valuable forestry products and to allow Landowner and its successors and assigns to continue to conduct commercial timber and resource management. Plum Creek’s objective is to fully utilize its resources through innovative forestry management and harvest techniques. Wise stewardship and good business practices go hand in hand.

A further intent of the Easement is to perpetuate the Protected Property as forest land; to ensure the long term, professional management of the forest resources through forestry activities permitted hereunder; and to provide for commercial production of forest products in a manner compatible with the conservation of water quality, fish and wildlife habitat, and recreation.

The intent of this Plan is to meet the requirements of the FLP to protect environmentally important forest areas that are threatened by conversion to non-forest uses. The FLP requires this Plan to identify and describe objectives and actions that Plum Creek will take to protect, manage, maintain, and enhance soil, water, range, aesthetic quality, recreation and public access, timber, fish, and wildlife resources in a manner compatible with Landowner objectives.

Introduction

Ownership Location

This Plan covers portions of Plum Creek's Maine ownership that lies adjacent to Moosehead Lake and is approximately 90,378 acres in size as the same are described in the Easement (the "Protected Property"). (See Appendix A/Ownership Map)

History

Plum Creek purchased the Protected Property in two different transactions. The initial and largest purchase was from S.D. Warren Company in 1998. The next addition took place in 2004 through an acquisition from Great Eastern Timber Company.

The Protected Property has a long history of ownership by large commercial forest landowners. Much of the land has always been timberland as it was very marginal for farming in relation to other accessible areas in the mid-west. The few acres that were farmed, reverted to forestland starting as early as the mid 19th century, accelerating during poor economic times such as the post World War 1 and depression eras. The placement of a softwood pulpwood mill on the lower Kennebec River late in the 19th century contributed to having the land consolidated into large contiguous blocks. Spruce and fir were the species of choice and could be transported by river drive. With limited road transportation, the mill owner concentrated land purchases in the Kennebec watershed and were able to block up significant acreages.

Forest Condition

Limited market opportunities have dominated the forest practices on the Protected Property until the last 20 years. Until the late 19th century, harvests were restricted to softwood logs, starting first with white pine followed by Spruce. From the early 20th century until about 1990, spruce and fir dominated the pulpwood markets. Hardwood pulpwood has only enjoyed wide spread pulpwood markets for about 20 years. Hardwood logs have enjoyed wide use since about 1900. The lack of hardwood pulpwood markets left many hardwood and mixedwood stands with growing stock of less than optimal quality.

Two major forest types dominate the land base. Beech, birch and maple dominate the hardwoods and spruce/fir dominate the softwoods. Cedar, white pine and hemlock are minor components of the landscape. White ash is a minor component of the forest but is found throughout the ownership. Poplar, although a minor component, is usually found in concentrations due to its ability to dominate disturbed areas. Red Oak is a very valuable species but is restricted to the southern extremes of the Protected Property.

Silvicultural practices

Although natural regeneration is relied upon most frequently, several thousand acres of softwood plantations have been established on the more fertile soils on the Protected Property. Red pine, black and white spruce, jack pine and larch were the chosen species for planting. Over time, favored species have changed moving from jack

pine to red pine and finally to the spruces. This transition was driven by the anticipated budworm initiated softwood shortfall

Significant areas of natural spruce and fir regeneration have been pre-commercially thinned (“PCT”).

Herbicide use has been an integral part of the silvicultural program in addition to planting and pre-commercial thinning. These practices started in the early 1980’s, achieved their greatest use by 1990 and are currently at a maintenance level.

Mature stands, regardless of species composition, tend to be past an age suitable for thinning and are invariably in need of regeneration harvests. Past hi-grading (extraction of the most valuable products) in hardwood and mixedwood stands has only intensified the need to regenerate the older forests.

Plum Creek timberlands enjoy good growth rates. Much of the land has gentle relief and good drainage.

Certification Record

Plum Creek as of the date hereof subscribes to the Sustainable Forestry Initiative Program, which was developed in 1994 by the American Forest and Paper Association (AF&PA). The program is 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. Plum Creek currently manages the Protected Property to the Sustainable Forestry Initiative 2005-2009 Standards (“SFIS”).

Plum Creek foresters and the independent contractors who work for the company are committed to good stewardship. Plum Creek will continue to manage the Protected Property in a responsible manner in compliance with the SFIS or other Qualifying Certification Program (as defined below) as well as this Management Plan.

Administration

Plum Creek maintains offices that are well situated to administer the various activities on the land base (see ownership map). Field offices are located in the towns of Bingham, Greenville and the Township of Johnson Mountain. The Protected Property falls under the jurisdiction of the Greenville and Johnson Mountain complexes. A regional office is located in Fairfield that addresses local as well as regional issues

Harvesting, road building/ maintenance, silviculture activities and some merchandizing is done by independent contractors. Plum Creek supports an employee work force that is engaged in supervisory, management, accounting and merchandizing functions. Plum Creek’s land base is within commuting distance of numerous communities which provide a majority of its work force.

There are multiple markets for most species and product grades. Most of these markets have been in existence for many years and provide volume and pricing stability.

Wildlife

Plum Creek forests support an abundance and variety of wildlife. Prevalent game species are white tailed deer, black bear, moose, grouse, rabbit and woodcock. Turkeys are locally abundant in the southern tier of the property. The cold water fisheries of brook trout, land lock salmon and lake trout are well represented in the ponds and streams. The pine martin and fisher are well established and lynx sightings are regularly recorded. Lynx appear, however, not to have become established to any significant degree. Bald eagles have made an excellent comeback with hardly a year passing without additional nest sites being documented. These resources provide enjoyment for the general public and for specific species, commercial opportunities for guides, trappers and sporting camps. The extensive road system and open lands policy allow good utilization of the wildlife resources.

State and federally listed endangered and threatened species are managed in accord with recognized guidelines where ever the species occur.

I. Plan - Scope and Flexibility

The Easement under Sections 5.C and 6 sets forth “Forestry Standards” that shall govern Plum Creek’s commercial forest management on the Protected Property. Plum Creek shall comply with these Forestry Standards by conducting its commercial forest management in accordance with the provisions of the plan below.

So long as Plum Creek maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below), then Plum Creek will be deemed to be in full compliance with these Forestry Standards and this Management Plan. For purposes of obtaining a third party certification, the management standards and requirements of the plan set forth in Sections II, III and IV of this Management Plan shall be included in the standards that are covered by the certification audit conducted by the Qualifying Forestry Certification Program auditor. For purposes hereof, a “Qualifying Forestry Certification Program” shall be any of the following: (i) the SFIS as in effect on the date hereof (including the SFI Audit Procedures and Qualifications)(copies of which are appended hereto and made a part hereof); (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (iv) American Tree Farm System Certification for parcels created pursuant to Section 2 of the Easement and approved by Holder; or (v) any similar program that Holder reviews and approves, such approval not to be unreasonably withheld.

II. General Provisions of the Plan

Element A - Forest Health

Plum Creek’s forest management practices are designed on a landscape scale to maintain or improve the diversity and health of the forest and the productive capacity of the soil as contemplated by the SFIS.

Forest harvesting and silvicultural activities are used to create and maintain the forest in a healthy and vigorous condition. To facilitate this objective, pre-harvest prescriptions are developed by foresters and results recorded on inspection sheets.

Contacts with various state agencies are used to raise awareness of potential forest health issues and to develop coordinated responses. State issued reports are distributed to assist foresters in identifying problems and to develop management solutions.

Each field office will keep Maine Forest Service (“MFS”) information on pest outbreaks up to date. Area foresters (Plum Creek field foresters) are responsible to field review for potential local problems as they conduct their normal duties.

Current quarantine information and associated compliance records will be kept on hand and area foresters will insure that forest product and equipment movement off site is in compliance. Plum Creek will participate in infestation control and quarantine efforts by the state. Requests by the state for insect and disease sample sites will be honored.

A list of invasive species that are likely to threaten native plant and animal communities within the Protected Property will be kept on file at unit offices. For each species, if available, information on identification, distribution, dispersion mechanisms, impacts, and control mechanisms will be obtained. Appropriate state agencies (Department of Environmental Protection, MFS and Agriculture) will be the principal resources for developing the list. Training will be provided on identification and control. The Plum Creek Sportsman’s Map will be used to raise public awareness.

Annually, Plum Creek personnel will have meetings with state fire control officials to discuss their respective activity plans. Equipment and operational locations will be reviewed. During times of very high fire danger, logging contractors will be expected to police their operations during non-working times and know the location of equipment suitable for fire suppression. The public will be prohibited from building out door fires in fire hazard areas.

Plum Creek personnel will annually correspond with the Maine Forest Service concerning the upcoming fire season.

Element B – Utilization

Plum Creek's utilization program is designed to provide the maximum net return from its harvested volumes consistent with environmental concerns and prudent business practices.

A portion of the annual pulpwood harvest is subject to a fiber supply agreement with the previous owner of the Protected Property. Remaining volumes are available for sale to other markets. Aside from the long-term fiber agreement Plum Creek believes that long-term relations with specific mills are critical to achieve the highest return on sales over the long term. The utilization program has several key components that contribute to its overall success.

Element C – Forest Practices

Plum Creek's forest management practices are designed on a landscape scale to allow for a continuing, renewable, and long term source of forest products as contemplated by the SFIS.

Forestry operations are supervised by Plum Creek employees having either a B.S degree in forestry, a state approved Professional Forester License or under the direction of a forester having either of the two aforementioned credentials (all called area foresters).

The forest area is broken into areas of a size requiring the supervision of one "area forester" averaging about 40,000 acres.

Area foresters are required to determine the silvicultural prescriptions for the harvests within their designated areas. Harvest prescriptions are recorded on a harvest prescription form. This prescription forms the basis from which to determine the success of the proposed operation and determines the future direction of the stand(s). Area foresters are expected to fully understand the interaction between the silvicultural characteristics of managed species, soils properties and physisographic features of the harvested area. Science-based alternatives having higher returns are encouraged. In addition, all applicable laws, rules and ordinances are followed.

Area foresters are given periodic educational opportunities to further their understanding of silvicultural options available to them. This is accomplished by periodically accessing groups such as Cooperative Forestry Research Unit (CFRU), National Council for Air and Stream Improvement (NCASI), the Manomet group, industrial landowners and expert internal resources.

Area foresters are required to know and comply with all forest practice type regulations, including those specific to riparian zones.

Plum Creek maintains and periodically updates its forest inventory on the Protected Property through a combination of initiatives including incorporation of harvest information, growth, sales, purchases, catastrophic events, cultural treatments, interim inventories, etc. The inventory is maintained by species and products for the major forest types found on the Protected Property. The forest types are identified by major species groups, height, and density. Soils maps are available to area foresters.

Forestry staff currently use the Woodstock model to predict future inventory levels. This model has been used since mid-2001. The Woodstock model is run periodically to estimate future inventory for the next 20 years or more. Such runs incorporate the previously mentioned updates plus annual inventory changes, updated growth curves and anticipated management initiatives. Harvest levels are flexible in order to maintain a targeted level of inventory at the end of the planning period. Harvest and silvicultural activities are tracked annually and checked against recommended levels.

Staff periodically updates forest management maps to reflect, new harvests, road activity, silviculture projects, sales, purchases, changes in regulated zones, special habitat locations and other land use changes.

For all regeneration harvests, stand prescriptions sheets will specify either natural

or artificial regeneration. Most regeneration will be accomplished using natural regeneration. No exotic species are currently being planted but could be in the future. Occasionally, natural softwood regeneration is inadequate and in-fill planting of compatible softwood species takes place. No hardwood species are planted.

Foresters are encouraged to rely on natural regeneration and reverting to planting in situations where either substantial productivity or quality gains can be realized. For natural regeneration, species will be favored that normally occupy the type of site being regenerated. Higher value species will be favored provided species/site relationships are compatible. Pre-commercial thinning, herbicide use and early commercial thinning are available options if value gains can be realized.

Planting stock comes from seed that has been improved through the selection of parents exhibiting superior growth and form characteristics. This seed comes from Plum Creek's Maine seed orchard and other sources if needed. Certain species such as red pine that have little or no genetic variability are either purchased or collected during forest harvests from Company land. No biotech originated seed is currently used, but may be in the future if appropriate and only in compliance with all laws and regulations. The company controls its seed sources to insure better quality seedlings for its planting program. Its white spruce seed source originated from plantation stock exhibiting superior growth and form characteristics. On sites having documented nutrient issues, slash is either returned or left in place, depending on the harvesting equipment used.

Grantor shall provide notice to Holder prior to the planting of any exotic species. (or use of biotech originated seeds.) Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable, provided that the ultimate decision to plant exotic species (use biotech originated seeds) shall be made in the sole discretion of the Grantor.

Reforestation of clearcuts will meet the Forest Practice Act (FPA) requirements for acceptable growing stock. For other regeneration harvests, regeneration will be addressed in the prescription sheet and be consistent with any legal requirements. Unless in conflict with other objectives, adequacy of regeneration is judged on its meeting state and local laws and protocol requirements where they exist. All clearcuts (State of Maine definition) are checked by area foresters for compliance within 5 years of harvest. The mapping system is programmed to alert foresters, two years after harvest, as to areas requiring regeneration checks. Compliance information is kept at the unit level. Forestry staff tabulates the regeneration type harvests for state reporting purposes.

The company is involved in several research projects to improve forest productivity. Membership in the Cooperative Forestry Research Unit (CFRU) funds projects in fertilization, hardwood improvement, commercial and pre-commercial thinning, herbicide trials and site evaluation tools. Several of these projects are located on Plum Creek lands. Periodically, area foresters are given updates on evolving applied forestry research, which alternates between field and office presentations. Visitations to other public and private land ownerships take place as well.

Growth plots are maintained on maturing Plum Creek plantations and PCT sites to develop better growth information.

Element D – Legal Compliance

All activities carried out by employees on behalf of Plum Creek will be carried out in conformance with applicable laws. Whenever appropriate, compliance will be part of the job's requirements as reflected in goals or other appropriate mechanism. Each office will maintain a compliance file that records any reported infraction and the outcome including mitigation obligations.

Legal compliance will be checked through a variety of processes. Periodic field and office checks by company personnel will be made to determine compliance. Issues needing attention will be immediately addressed and corrected. Any compliance issue will be communicated to other offices that could have the same problem. Periodically, upper management for the region will be appraised on compliance and actions to correct deficiencies and maintain acceptable performance. A file will be maintained to document office and field checks, actions required and taken and annual reports to and from upper management.

Element E – Wildlife Practices

Plum Creek's forest management practices are designed on a landscape scale to address the protection of identified wildlife habitat and unique natural areas as contemplated by the SFIS.

An objective of the SFIS is to ensure that forest management practices will “manage the quality and distribution of wildlife habitats and contribute to the conservation of biological diversity by developing and implementing stand- and landscape-level measures that promote habitat diversity and the conservation of forest plants and animals including aquatic fauna.” The SFIS provides general performance measures and indicators to meet this objective. Plum Creek will manage the Protected Property consistent with the SFIS objective, performance measures and indicators.

Plum Creek manages its resources while considering fish and wildlife through judicious control of road access, timber harvest management, and cooperation with state and federal fish and wildlife agencies.

Plum Creek's forest management program promotes the perpetuation of native species and forests stands/types. A modest planting program is carried out and currently only uses native species. Silvicultural prescriptions necessary to insure the success of this management program are detailed in the stand prescription sheets.

The Protected Property is periodically surveyed to update its forest cover types. These cover types are in turn transformed into metrics compatible with DeGraaf's Matrix for terrestrial vertebrates. This information is the foundation from which to evaluate how the land base is addressing the habitat needs of a broad range of species. The Company's land base is very extensive and contiguous providing a singular opportunity to positively impact biodiversity and wildlife habitats on a landscape scale. Plum Creek further extends its influence beyond its boundaries by working with other landowners through the SFI State Implementation Committee (SIC) outreach educational and training

programs.

Maine's Department of Inland Fisheries and Wildlife (DIF&W) identifies species of special concern including threatened and endangered species and provides regulatory and non-regulatory standards, guidelines and Best Management Practices (BMPs) for habitat management. Specific to Plum Creek lands, Eagles, white tailed deer and vernal pools require special habitat considerations. Riparian zones are provided special regulatory and non-regulatory protection to promote habitat opportunities for both terrestrial and aquatic species. All regulatory requirements, BMPs and guidelines are addressed in stand prescriptions where opportunities for their application exist.

The Manomet group has provided a list of habitat elements to maintain across the landscape (a copy of which is attached hereto in Appendix B). As foresters field review future operating sites, habitat elements, if present, are considered for retention. Stand prescriptions and inspection reports indicate where elements have been addressed.

The "Biodiversity in the Forests of Maine, Guidelines for Land Management" publication is also available to area foresters.

Fire has not been a significant long-term factor in shaping forests in the state of Maine. There are several tree species on the land base that are regenerated through disturbance regimes including but not exclusively through fire. Two species, jack pine and red pine are very clearly associated with fire but through a previous planting program, both species are now better represented on the landscape than at any previous recorded time. Consequently, species dependent on fire and disturbance related habitats should be well provided for.

Element F – Significant Natural Communities and Rare/Threatened Species

Plum Creek's forest management practices are designed on a landscape scale to be consistent with the maintenance of a healthy and biologically diverse forest as contemplated by the SFIS.

Locations of critically imperiled and imperiled species (G1 and G2) are identified through Maine's Natural Heritage Program and made known to field personnel. Guidelines developed by the DIF&W are distributed to affected field personnel for their consideration when significant operations are being planned.

Plum Creek lands have been surveyed for significant natural community types by the State's Natural Area's Program. Where active management of these types is planned, the Heritage Staff is consulted. The Natural Heritage Program is periodically contacted to update Plum Creek files and maps.

As imperiled species and significant natural communities are located they are placed on Plum Creek maps and are available to area foresters.

Late successional forests have been identified and methodologies to retain specific structural elements on the landscape are being developed through the Manomet group. Future inventories will gather information that will enable the use of Manomet's Late Successional Index to quantify the extent of this resource.

Element G – Manomet’s Habitat Elements

The Manomet Center for Conservation Sciences has provided Plum Creek with five guidelines for retaining important habitat features on the landscape, a copy of which is in Appendix B hereto.

Element H – Water Quality

Plum Creek’s forest management activities are designed on a landscape scale to address the preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters as contemplated by the SFIS.

Plum Creek will maintain its compliance with the voluntary BMP’s. (Current State of Maine Forest Service Publication regarding Best Management Practices as amended.)

Non-forested wetlands, including bogs, fens, vernal pools and marshes of significant size, perennial streams, rivers, lakes and ponds are mapped by state agencies including LURC, DEP and local towns. This information is recorded on Plum Creek’s mapping system and available for field use. Each unit office will have all applicable BMPs and regulations (including agency maps) available to its area foresters and contractors. Town and county ordinances and state rules and regulations will be followed without exception. Operational activities will be preplanned using a combination of resources including soil maps, aerial photos, ground reconnaissance and regulatory information. Critical resources including regulated water bodies and non-forested wetlands within areas proposed for forestry activities will be reviewed and plans developed to insure legal and BMP compliance.

During the planning stages, proposed operating areas are reviewed for required compliance with water quality regulations and for BMP implementation. Pre-harvest consultation with contractors, flagging of riparian zones, harvest prescriptions and inspection reports will also be used as planning tools.

Operational activities and outcomes will be documented through harvesting prescriptions and inspection documents. Stand prescriptions will note compliance needs and inspection reports will reflect actual field compliance and needed corrections, if required. Stand prescriptions and road plans address how water bodies and their respective riparian zones will be managed as operations are carried out. Additional compliance checks are done periodically by staff.

All forest operational activities are required to follow BMP Guidelines consistent with EPA requirements and published by State Agencies in all material respects. Area foresters are expected to tailor their use of BMPs to the specific operational site. Area foresters are encouraged to use the best methodology to protect soil productivity and water quality

Area foresters are expected to protect site productivity and water quality by minimizing rutting, soil compaction, soil movement (especially in or adjacent to riparian

zones), concentration of flow and bare soil.

Forestry activities will be concentrated during periods having generally the best operating conditions. Whenever weather events are such that operations would likely cause site degradation or impact water quality, foresters using their reasonable judgment will determine, on an operation by operation basis, if certain activities need to be curtailed.

BMP audits in Maine have shown that road construction and maintenance at water crossings sites are the most common sources of sedimentation. Yards and roads will be kept to the minimum sizes consistent with operational needs to reduce the risk of sedimentation. Adequate filter strips will be maintained in riparian areas and exposed soil stabilized.

Periodic training will be provided to area foresters and contractor personnel in BMP and regulatory compliance. Staff will work with resource agencies and the SIC to facilitate BMP training efforts and programs.

Contracts will state the need for contractors to comply with regulations and BMPs. Contract provisions do not allow payment for services that are not in compliance with BMPs and regulations.

In addition, the following requirements shall apply:

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

III OTHER RESOURCES

In accordance with the Forest Legacy Program, the following describes Plum Creek's objectives and actions for various resources.

A Soil

Plum Creek will maintain soil and site productivity by minimizing soil disturbance.

B Aesthetic Quality

Plum Creek recognizes aesthetic values along major travel corridors and manages these areas by using appropriate design standards and harvest methods.

C Recreation

Plum Creek will continue to allow for the responsible use of the Protected Property for both commercial and non-commercial recreation such as fishing, hunting, and camping as set forth in the Easement.

D Minerals

Minerals will be extracted as permitted in the Conservation Easement.

E. Historic and Archaeological Resources

Plum Creek's management practices on a landscape scale will address the conservation of significant historic and archaeological resources as contemplated by the SFIS.

IV PLAN GUIDELINES and METRICS

Plum Creek agrees to the following guidelines and metrics to measure its activities. These guidelines and metrics are not intended to restrict fiber production but to provide measures to ensure the Plan objectives are met. If the forest practices are found to vary from these guidelines, the Liaison Committee will develop a plan to bring the practices into compliance.

1. Prepare an annual report on the regeneration of class II clearcuts consistent with regulatory requirements.
2. Provide notice of pending pesticide applications.
3. Maintain a current list of exemplary community types identified on the Protected Property by the Natural Areas Program.
4. Annually provide the average size of clearcuts

5. Annually provide an accounting of in kind services and funds used to promote forestry/wildlife related research.
6. Annually report any regulatory fines and required mitigation efforts
7. Annually report on staff and contractor training that pertains to forestry related activities.

Catastrophic events such as fire, disease, and insect infestation may require modifications of the above guidelines and such situations need to be addressed by the Liaison Committee.

V EASEMENT AND MONITORING

The Easement is intended to maintain the “status quo” by providing for perpetual and responsible forest management across the Protected Property. The Easement acquired by [holder] will restrict the development rights on the Protected Property, which will preclude residential and commercial development that is not associated with resource management.

Holder will monitor the terms of the Easement and this Plan on at least an annual basis. A Liaison team representing [holder] and Plum Creek will be established to deal with management issues (e.g. issues related to forestry, public access including motorized access to the Protected Property, etc.) that may arise over time. The Liaison Team shall meet annually or at such other frequency as the parties shall mutually agree. It is expected that this Plan will be amended over time to better represent current knowledge and conditions on the ground.

Any amendment to this Plan must have the consent of both parties and must be in writing and signed and acknowledged by the parties. If there is any inconsistency between the terms of this Plan and the Easement, the terms of the Easement control. TNC will keep a current Plan in its files and will make the then current Plan available to successors in interest to the Protective Property.

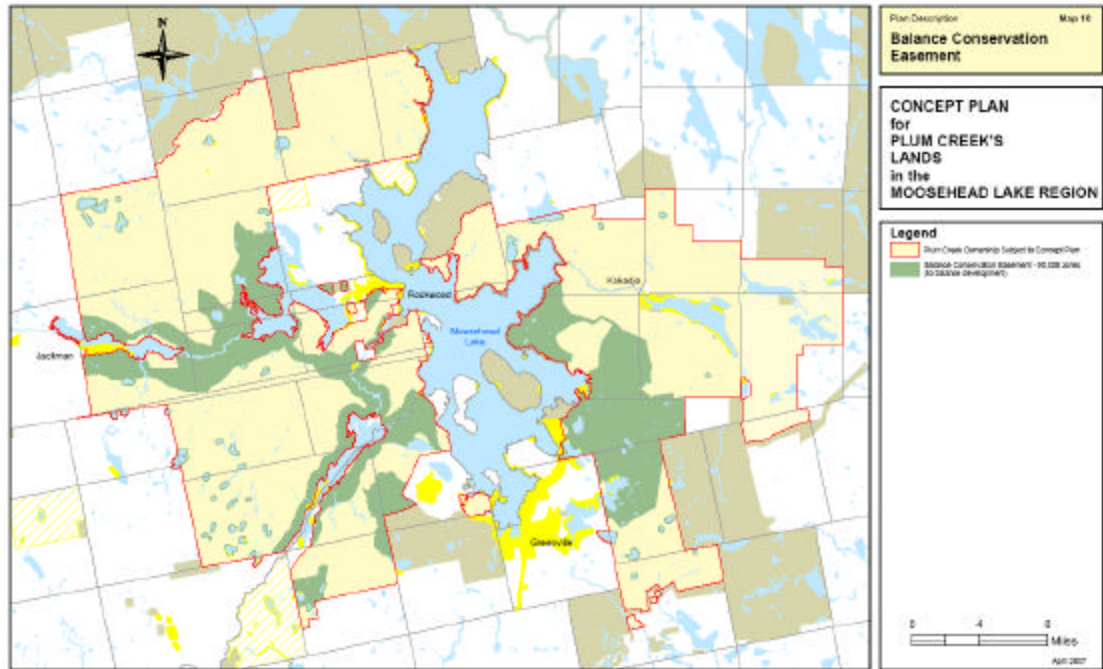
LANDOWNER: PLUM CREEK MAINE TIMBERLANDS,
L.L.C.

By: _____

HOLDER: [holder]

By: _____

Appendix A- Map of Protected Property



Appendix B– Manomet’s Habitat Elements

Shifting Mosaic Interim Guidelines

The success of the guidelines below depend on the foresters’ awareness of their towns and their commitment to long-term planning.

Don’t eliminate any habitat from the landscape

Don’t take the last of any habitat type. This requires having a good sense of what timber types and riparian types exist in an area, as well as a sense of what forest stands may be “in the pipeline” to add to or replace the limited habitat.

Develop harvest “zoning” to minimize long-term habitat fragmentation

Large units are OK. Planning ahead for the harvest that will be adjacent to the current block will allow good cohesion in a landscape plan. Think about the how the sequence of age classes and timber types will develop over time.

Apply special attention to existing older forest types

Harvesting of older stands should be planned in relationship to adjacent timber types. Ask yourself whether logging that particular stand today will “*eliminate that habitat type from the landscape.*” If the logging will not eliminate the habitat, it may be appropriate to harvest.

Explore feasibility of retaining ecologically important features

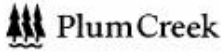
Surrounding important features with retention patches is one way of preserving significant features such as denning sites, vernal pools, patches of unique vegetation, etc. Unique features can become the center of clearcut buffer strips, or serve as an “island” within a more intensively managed parcel. The forester must decide whether to leave a partial cut buffer or a “no entry” buffer. A partial cut buffer is generally acceptable if the logging does not compromise the integrity of the feature.

Retain large trees, snags, downed woody debris

Where they don’t pose a hazard to the harvesting operation, leave snags or future snags (oversize and culls). Haul back slash where it will benefit the site.

Shifting Mosaic Guidelines 10/3/00

Appendix – Prescription Sheet



45 Capital Road
WEST FORKS, ME 04885
PHONE: (207) 683-4408

FOREST PRESCRIPTION SYSTEM

GENERAL IDENTIFICATION SECTION

#1

CONTRACTOR:	<input type="text"/>	DOING BUSINESS AS:	<input type="text"/>
SALE:	<input type="text" value="DRAFT"/>	TOWNSHIP:	<input type="text"/>
FORESTER:	<input type="text"/>	BRAND #:	<input type="text"/>
ROAD #:	<input type="text"/>	STATE NOTIFICATION #:	<input type="text" value="#N/A"/>
HARVEST DATE:	<input type="text" value="Jan-00"/>	ORIGINAL STATE / LURC NOTIFICATION DATE:	<input type="text" value="1/1/2006"/>
HARVEST BLOCK #:	<input type="text"/>	EFFECTIVE AMMENDED DATE:	<input type="text"/>

PRE-HARVEST SECTION

LURC/DEP ZONES:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
SEASON OF OPERABILITY:	<input type="text"/>			
CROWN CLOSURE:	<input type="text"/>	BASAL AREA:	<input type="text"/>	
STAND DESCRIPTION:	<input type="text"/>			
WINDTHROW POTENTIAL:	<input type="text"/>			
EROSION CONTROL PLAN:	<input type="text"/>			

HARVEST SECTION

HARVEST SYTEMS:	<input type="text"/>	<input type="text"/>	<input type="text"/>
HARVEST TYPE:	<input type="text"/>		
HARVEST SIZE:	<input type="text"/>	ACRES	SEP. ZONE SIZE: <input type="text"/> ACRES
HARVEST GOALS & INSTRUCTIONS	<input type="text"/>		
RESIDUAL CROWN CLOSURE:	<input type="text"/>	RESIDUAL BASAL AREA:	<input type="text"/>

FUTURE TREATMENT/REGENERATION SECTION

Regeneration Type:

IN CHARGE FORESTER: LICENSED FORESTER / RESOURCE MANAGER:

SIGNATURE: _____ SIGNATURE: _____
LICENSE #: _____ LICENSE #: _____



PO Box 646
Bingham, Maine 04920
Tel. (207) 672-5512 Fax (207) 672-4048

FIELD INSPECTION REPORT

SALE NAME: _____	BRAND NUMBER: _____
INSPECTION DATE: _____	TOWN: _____
FORESTER: <u>B.Savoy</u>	ROAD #: _____
CO OP / CONT. _____	EQUIPMENT MIX: () R.O.W. () Hand Crews () Mechanical () Processor / Forwarder () Line Machine

VOLUMES ON YARD: () Below Normal () Normal () Excessive

Initial Inspection **Interim Inspection** **Final Inspection**

Has Harvest Plan been reviewed with Contractor / Supervisor / Foreman:

S = Satisfactory U = Unsatisfactory (requires corrective action as noted below in comments)
N = Needs Improvements N/A = Not Applicable

HARVESTING	Comments	HARVESTING	Comments
Ditch clean/Culverts open/not crushed		Is prescription being followed	
Grass seeded where needed		Landing location/sized appropriately	
Are skidders using road surface		Are residuals being protected	
Water - Bars installed in trails	USED SLASH	Tops distributed into site	SPREAD IN TRAILS
Skid trail & landing drainage provided		Spacing between skid trails	
Excessive rutting		Skidding minimized soil impact	
Retention meets State Laws		Proper tree selection	
Landings clear of debris		Proper skid trail locations	

RIPARIAN ZONES	Comments	GENERAL	Comments
Stream clear of logging debris		Yard Sign with Brand # on site	
Soil disturbance minimized		Are all logs being marked	
Proper location for stream crossing		Log Spec book on site	
Adequate leave strip width		Weekly delivery sheet on site	
Vegetation maintained for stability & shade		Budgeted Vol. being delivered	

UTILIZATION	Comments
Maximum High-Grade recovery	
Are logs being trucked within a timely fashion	
Are logs being sorted by species / grade	
Is wood being processed to maximize value	
Proper felling of trees to minimize butt damage	

SAFETY	Comments
<i>PERSONAL</i> - Hard Hats, Chaps, First Aid Kits, Hung Trees, etc.	
<i>EQUIPMENT</i> - Oil Spill Kit, Skidder Blade down when stopped, etc.	
<i>PUBLIC SAFETY</i> - proper signs, speed, etc.	

LURC-DEP-FPA STANDARDS	Comments
Adequate volume being maintained in separation & leave areas	

Were all Unsatisfactory conditions corrected? _____




Comments: _____



PO Box 644
 Herington, Mo 64726
 PH 417-737-8801 FAX 417-737-4947

Road Inspection Report

New Construction Re-Work <input type="checkbox"/>	BMP Work Winter Road <input type="checkbox"/>	Maintenance <input type="checkbox"/>
Date: 10/8/2005	Contract # _____	Inspected by: E. Bavy
Contractor: _____	Permit Number: _____	
Town: _____	U.N.C. or D.E.P. Notification Date: _____	
Forester: E. Bavy	U.N.C. or D.E.P. Notification Number: _____	
Reviewed Project with Contractor / Supervisor / Foreman: _____		
Initial Inspection: <input type="checkbox"/>	Interim Inspection: <input type="checkbox"/>	Final Inspection: <input type="checkbox"/>
Excavation		
Summer: <input type="checkbox"/>	Winter (excavating only): <input type="checkbox"/>	Winter (excavation): <input type="checkbox"/>
Drain Work: <input type="checkbox"/>	BMP Work: <input type="checkbox"/>	
Average Width: _____	Average Depth: _____	Meets Contract Specs: _____
Ditches Adequate: _____		Surface Compacted: _____
Tractor Trailer Turn & Round: _____	Width in Feet: _____	Depth in Feet: _____ # Per Mile
Surface Material Satisfactory: _____		Grade Edge Dips Installed: _____
Meets All U.N.C., D.E.P. & B.M.P. Standards: _____	<i># NO Comment Below:</i>	
Bridges & Culverts		
Bridges & Box Culverts:		
Built To Contract Specs: _____	Wings Properly Installed & Stabilized: _____	
Flip - Rip Satisfactory: _____	Grade Beam Ditch Installed: _____	
Graded & Sealed: _____	Left over Material Returned: _____	
P-Box & Ditch Relief Culverts:		
Proper Location: _____	Proper Depth: _____	Proper Length: _____
Sealed & Graded: _____	Soils where needed: _____	Ends of culvert properly oriented: _____
90 Degree Angles Where Needed: _____	Properly Stabilized: _____	Properly covered: _____
Compacted When Installed: _____		Emergency Dischargers installed when needed: _____
Meets All U.N.C., D.E.P. & B.M.P. Standards: _____	<i># NO Comment Below:</i>	
Gravel		
Average Width: _____	Average Depth: _____	Grade Beam Ditch Maintenance: _____
Gravel Installation Meets Contract Specs: _____		Approve Road Left in Acceptable Condition: _____
Safety / Environmental Comments: _____		
General Comments: _____		

 PRE-HERBICIDE SITE INSPECTION	 POST HERBICIDE SITE INSPECTION	 REGENERATION SURVEY																		
Date: _____ Forester: _____ Township: _____ Road #: _____ CUT#: _____ Estimated Acres: _____	Date: _____ Forester: _____ Township: _____ Road #: _____ Block#: _____ Actual Acres: _____	Date: _____ Forester: _____ Township: _____ Road #: _____ Category: _____ CUT#: _____																		
Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> Soil Class: _____ % class I _____ % class II _____ % class III First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/> Comments: _____	Herbicide Block #: _____ Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/> Comments: _____	Harvest Type <input type="checkbox"/> Clear Cut <input type="checkbox"/> Leave Tree <input type="checkbox"/> Overstory Removal <input type="checkbox"/> Salvage <input type="checkbox"/> Seed Tree <input type="checkbox"/> Selective Tree <input type="checkbox"/> Shelterwood <input type="checkbox"/> 1st Comm. Thinning <input type="checkbox"/> 2nd Comm. Thinning																		
Desired Species Present: <input type="checkbox"/> Spruce <input type="checkbox"/> Fir <input type="checkbox"/> Red Pine <input type="checkbox"/> White Pine <input type="checkbox"/> Jack Pine <input type="checkbox"/> Larch	Rate the overall performance of the treatment 1 - Being non-effective 10 - Complete Control Control of undesired species: <input type="checkbox"/> Pin Cherry <input type="checkbox"/> Birch <input type="checkbox"/> Poplar <input type="checkbox"/> Beech <input type="checkbox"/> Soft Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Raspberry Crop tree damage?	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Species</th> <th style="width: 15%;">Height</th> <th style="width: 25%;">Density</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Species	Height	Density															
Species	Height	Density																		
Estimated Height & Density: Undesired Species Present: <input type="checkbox"/> Pin Cherry <input type="checkbox"/> Birch <input type="checkbox"/> Poplar <input type="checkbox"/> Beech <input type="checkbox"/> Soft Maple <input type="checkbox"/> Grass <input type="checkbox"/> Hard Maple <input type="checkbox"/> Other Raspberry	Comments: _____ Recommendation: _____	Regeneration meet FPA requirements: <input type="checkbox"/> YES <input type="checkbox"/> NO Comments: _____ Recommendation: _____																		
Site Description: _____ Sensitive Areas: _____	Recommendation: _____ Signature: _____ License #(category 2 only) _____ Attach Map of Area _____	Signature: _____ License #(category 2 only) _____ Attach Map of Area _____																		
Estimated year to spray: _____ Attach Map of Area _____	Attach Map of Area _____	Attach Map of Area _____																		

Introduction

The following procedures are proposed for performing a forest inventory of lands on S. D. Warren Company Lands in Maine. The purpose of the cruise is to provide species specific tonnages by broad forest strata for sawlogs, boltwood, pulpwood, and, fuelchips by 1" diameter classes.

Sample Location

- The cruise consists of approximately 4,000 temporary sample points. Cruise lines were randomly located. Non-forest areas were excluded from the cruise, and no plots were to be taken in these areas. Any plots that fell into a mapped, nonforest area are excluded from the cruise results.
- Each cruise line consists of up to ten 15 BAF sample points for sampling trees over 3.6" DBH, and a 1/900th acre Rectangular plot for sampling trees from 2 ft in height to 3.5" DBH and coarse woody debris.
- In the event that a point fell into either a mapped, non-forest type or fell off the property, the cruiser attempted to relocate the point by moving in full chain increments first east then west of the marked point location. In the event that these guidelines proved inadequate for point relocation, the cruiser was to use his or her best judgment to locate the plot in an unbiased manner. It was clearly noted on the tally sheet whenever a point was relocated.
- Each sample point was marked on forest cover type maps provided to the cruiser. The cruiser was responsible for locating points as close as practical to the mapped point. Direction and distance from a readily definable access point to the initial point was recorded on the front of the tally sheet. Plastic flagging was hung at the access point with the point number and magnetic direction and distance to the point written on the flagging in permanent marker. The actual location of the sample point was plotted on a copy of the forest cover type map by the cruiser and returned to Sewall company.
- Each point center was marked by hanging at least 12 inches of plastic flagging at eye level. This flagging had the point number marked on it in permanent marker. The center of each point was marked with a branch inserted into the ground with plastic flagging attached to it. Additionally, flagging was hung at the 5 chain intervals on the path to the point.
- Any point falling within 1 chain of a road or other non-forest type was moved in a cardinal direction in full chain increments until it could be located at least one chain from the non-forest type. In the event that these guidelines proved inadequate for point relocation, the cruiser used his or her best judgment to locate the plot in an

unbiased manner. It was clearly noted on the tally sheet where the point was moved to.

Point Tally

- The following information was recorded at each point:
 1. Plot number as show on the forest cover type map provided.
 2. Date & Cruiser initials
 3. Forest cover type as follows:

Composition Class:	H	(>75% hardwood)
(Based on % of volume)	SH	(50-74% softwood)
	HS	(50-74% hardwood)
	S	(>75% softwood)
	PB	(>75% Paper birch)
	PL	Plantation
Size Class:	1	(regeneration to 1.5")
	2	(1.5" to 30")
	3	(> 30" with dbh >4.5" and < 9.5")
	4	(dbh > 9.5")
Density:	A	(70-100% crown closure)
	B	(40-69%)
	C	(20-39%)
	D	(0-19%)
4. Suffix:	S	Swampy
	CS	Cedar Swamp
	T	Thinned

Sapling Tally

- All trees on the 1/900 acre rectangular plot (6.0' by 8.07') over 2 feet tall and under 3.59" DBH were tallied. The plot was laid out using a 8.07' line attached to a pin at each end. One end of the line was anchored at point center and the opposite end was anchored magnetic north of the point center. A 6 foot rod, marked in the center was used to determine which trees were in the plot. In order to facilitate check cruising, the cruiser marked the north end of the rectangular plot with flagging attached to a stick and placed in the ground at the point of the second pin.

Code	Species	Code	Species	Code	Species
WP	White pine	RM	Red maple	BW	Basswood
HE	Hemlock	WB	White birch	EH	Eastern Hophornbeam
RS	Red spruce	YB	Yellow birch	SM	Striped maple
WS	White spruce	BE	Beech	WI	Willow species
BS	Black spruce	RO	Red oak	FC	Fire or Pin cherry
BF	Balsam fir	QA	Quaking aspen	MM	Mountain maple
RP	Red pine	BT	Bigtooth aspen	MA	Mountain ash
JP	Jack pine	BP	Balsam poplar	DE	Dead tree
CE	Cedar	WA	White ash	OH	Other Hardwood
LA	Larch	BA	Brown ash	US	Unknown softwood
OS	Other softwood	GA	Green ash	UH	Unknown hardwood
		BL	Black ash	SA	Speckled alder
HM	Sugar maple	BC	Black cherry		

Table 1. Tree Species Codes and Species

Code	Species	Code	Species
RU	Rubus species	NR	N. wild raisin
CU	Currant species	SP	Spirea species
RE	Red elderberry	LA	Laurel species
CH	Choke cherry	CR	Cranberry
MB	Mooseberry	HO	Honeysuckle
SB	Sweet bay	VI	Viburnum species
UN	Unknown	CB	Chokeberry
WH	Witchhazel	YE	Yew
DO	Dogwood Species	LT	Labrador tea
HB	Hobblebush	SH	Shadbush
BH	Beaked hazelnut	BL	Blueberry

Table 2. Shrub Species Codes and Species

- For each tree tallied, the following information was recorded:

1. Tree species code (see tables 1 and 2)
2. DBH in 1 inch classes as follows:

Under 0.6	0 inch class
0.6 - 1.59	1 inch class
1.6 - 2.59	2 inch class
2.6 - 3.59	3 inch class

3. Tree height class as follows:

1	2 - 3	Ft
2	3 - 6	Ft
3	6 - 12	Ft
4	12 - 18	Ft
5	> 18	Ft

Other Woody Species Tally

- The presence of other woody species in the 1/900 acre rectangular plot was noted by recording the species code(s) of any other tree/shrub species that is less than 2 feet tall that occurred in the plot. The species code appears only once regardless of the number of stems of that species on the plot.

1. Tree species code (see tables 1 and 2)

Down Coarse Woody Debris Tally

- Any down (leaning greater than 45 degrees from vertical) coarse woody debris over 1 inch in diameter in the 1/900 acre rectangular plot was measured. The following information was recorded:

1. Type of debris as follows:

L	BoLe
T	Top
B	Branch
E	Entire tree

2. The "in" plot length of the debris. The length of the portion of the debris that falls inside the boundaries the 1/900 acre plot to the nearest foot.

3. The diameter of the piece at the midpoint of the length that falls inside the plot
4. The Maser class for the piece (See table 3)
5. The cause of the debris as follows:
 - S Sawn
 - N Natural break
 - U Unknown

Merchantable Tree Tally

- All live trees [leaning trees without root crown lifted, regardless of lean] and all dead trees that lean less than 45 degrees from vertical on the plot over 3.6 inches DBH were tallied. For each tree tallied, the following information was recorded:
 1. Tree species code (see table 1).
 2. DBH in 1 inch classes. Classes will be as follows:

3.6 - 4.59	4 inch class
4.6 - 5.59	5 inch class
38.6 - 39.59	39 inch class
39.6 and over	40 inch class
 3. The Maser code for the tree (See table 3).
 4. The presence or absence of cavities in the tree as:
 - Y Cavities present
 - N No Cavities present
 5. Product for each 8 foot section to the top of the tree as given in table 4. Guidelines for assigning products by section are given in Appendix A.

Figure 1 shows a sample completed tally sheet for one plot.

Code	Product	Species	Min. DBH Class	Min. Top	Min. Length	Description
V	Veneer	Hardwoods	11"	10.0"	8 feet	1 knot per 4' max. No seams allowed. Max. sweep 4"
L	Sawlogs	Hardwoods	11"	10.0"	8 feet	Minimum 2 sides clear
		Spruce & Fir	5"	4.0"	16 feet	Straight and Sound Free of excessive knots
		White Pine	9"	8.0" 10.0" for 12' or shorter logs	10 feet	Straight & sound No knots over 4". Knots must be over 18" apart
		Hemlock & other softwoods	9"	8.0"	16 feet	Straight & sound Free of excessive knots
T	Pallet/Tie Logs	All Hardwoods	8"	7.0" Max 16.0"	8 feet	0 and 1 side clear, must be straight & sound.
B	Boltwood	All Hardwoods	8"	7.0"	8 feet	Minimum 2 sides clear. straight & sound. Future veneer & sawlogs.
G	Growing Stock	All species	4"	3.0"	8 feet	Potential to produce a sawlog or better product in the future.
P	Pulpwood	All species	4"	3.0" Min. Max. 24" Hwd Max. 27" Sftwd	12 feet min.	Sections not meeting growing stock or better specs.
C	Cull	All species	4"	N/A	N/A	Over 50% rot or void in bole or any pulpwood quality piece over 24" diameter for hardwood or over 27" diameter for softwood.
X	Submerchantable	All species	4"	N/A	N/A	All sections above the limit of merchantability to the top of the tree.

Table 4. Products, Product Codes and Specifications

BYLAWS
of the
[Name of Subdivision] HOMEOWNERS ASSOCIATION

ARTICLE I. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all Lot Owners of the [Name of Subdivision] Subdivision (the “Subdivision”), a property governed by a General Declaration of Covenants and Restrictions dated _____ and recorded in the _____ County Registry of Deeds in Book _____, Page _____ (the “Declaration”) and located in _____ Township, _____ County, Maine. Membership shall be in accordance with the Declaration and with these Bylaws. The membership of each Owner (defined below) terminates upon a sale, transfer, or other disposition of his/her ownership interest in his/her Lot (as defined in the Declaration) whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of the Lot, however, shall not operate to transfer membership until the mortgage is foreclosed or the Lot is transferred in lieu of foreclosure.

Section 2. Meetings. The first meeting of the members shall be held at the call of Plum Creek Land Company or its successor-in-interest (hereinafter the “Declarant”) after not less than 50% of all Lots in the Subdivision have been sold.

Section 3. Subsequent meetings. Subsequent meetings of the members may be held at any time upon the call of the President or upon the call of the Owners of a minimum of three (3) Lots. Upon receipt of the call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 4. Notice of meetings. A written or printed notice of every meeting of the Association shall be given by the Secretary or the person or persons calling the meeting at least thirty (30) days before the date set for the meeting. Such notice shall be given to each member as indicated in the records of the Association by mailing it, postage prepaid, addressed to the member at his/her address as it appears in the records of the Association. If notice is given pursuant to provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at such a meeting.

Section 5. Waiver of notice. The presence of all the members at any meeting shall render the same a valid meeting, regardless of the manner of notice or lack thereof.

Section 6. Quorum. The presence at any meeting of the Association of Owners whose aggregate voting rights equal more than 25% of the total voting rights shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide any question presented to the meeting (except the election of Directors), unless a greater percentage vote is required by law, by the Declaration, or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, even if less than a majority, shall be elected.

Section 7. Voting. Any person, firm, corporation, trust, or other legal entity, or a combination thereof, owning any Lot (an "Owner") other than as a mortgagee, as evidenced by a deed duly recorded in his, her, their, or its name(s) in the _____ County Registry of Deeds, shall be a member of the Association by virtue of such ownership, and shall be entitled to one vote for each Lot so owned at all meetings of the Association. Co-owners or joint owners shall be deemed one Owner, such that only one vote shall be given for each Lot. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a Lot is jointly owned then by all joint owners, or if such member is a corporation or other legal entity, by the proper officers thereof, and shall be filed with the Secretary, and unless otherwise stated therein, such authority shall terminate after eleven months. An executor, administrator, guardian, or trustee may vote at any meeting of the Association with respect to any Lot owned or held by him in such a capacity, whether or not the same has been transferred to his name by a duly recorded conveyance. In case such Lot has not been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such Lot in such capacity. Whenever any Lot is owned jointly by two or more owners, as evidenced by the records of said Registry of Deeds, the owners thereof may designate in writing one or more of the owners to cast the vote for all such owners, and such designation, unless otherwise limited by its terms, shall be valid once filed with the Secretary until revoked by any such owner by notice in writing filed with the Secretary. The Declarant may exercise Declarant's voting rights pertaining to any Lot owned by the Declarant.

Any specified percentage of Owners refers to the aggregate voting rights and not to the number of owners.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether or not a quorum is present.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Number and qualification. Until the first meeting, the affairs of the Association shall be governed by the Declarant or three persons appointed by the Declarant, who need not be Lot Owners. Thereafter, the affairs of the Association shall be governed by a Board of Directors elected by the members, initially composed of three persons (or such greater number as may be determined by the Declarant), and as increased or decreased at any annual meeting by a majority vote of members present at the meeting. Each such Director shall be the Owner or the spouse of an Owner of a Lot; or if an Owner is a corporation or other legal entity, then an officer, partner, trustee, or beneficiary thereof.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners.

Section 3. Other duties. In addition to other duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of all roads, common areas, and facilities within the Subdivision.
- (b) Determination and collection of the annual assessments from the Owners.
- (c) Employment of the personnel necessary for the maintenance of all roads, common areas, and facilities.
- (d) Procurement and payment of appropriate insurance coverage.
- (e) Enforcement of the Declaration and any Rules and Regulations promulgated from time to time by the Association.

Section 4. Election and term of office. From and after the first meeting, the Directors shall be elected by the Owners. The term of office shall be fixed for three years. There is no limit on the number of terms a Director may serve, and terms may be served consecutively. At the first meeting, or at the next annual meeting thereafter, the Association may vote to shorten the term(s) of any of the initial Directors so that terms of Directors are thereafter staggered.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a vote of the majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration has been adopted by the Board of Directors before or after the services are undertaken.

Section 8. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place, and no notice shall be necessary in order to constitute such meeting, provided a majority of the whole Board is present.

Section 9. Regular and Special Meetings. Regular and special meetings of the Board of Directors may be held at such time and place as may be determined, from time to time, by a majority of the Directors. Notice of regular and special meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his or her residence or such other place for notice as may be shown in the records of the Association, or by telephone, at least three days prior to the day named for such meeting.

Section 10. Waiver of notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business.

Section 12. Unanimous action. Unless otherwise provided by law, the Declaration, or these Bylaws, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors meetings and shall have the same effect as a unanimous vote.

Section 13. Bonds. The Board of Directors may require that any member of the Association handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Committees. The Board of Directors may establish such standing or other committees, with such powers and duties, as it deems advisable.

ARTICLE III. OFFICERS

Section 1. Designation. The Board of Directors of the Association shall elect a President, Treasurer, and a Secretary at the annual meeting of the Board. The term of office shall be one year. There is no limit on the number of terms an officer may serve; provided, however, that officers must be members of the Board of Directors.

Section 2. President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, the Treasurer (and the the Treasurer's absence, the Secretary) shall preside at a meeting. In the absence of the President, Treasurer, and Secretary, a chairman pro tempore may be chosen by the members or Directors, as the case may be, to preside at a meeting. The President shall have all of the general powers and duties which are usually vested in the office of president of a homeowners association, including but not limited to the power to appoint ad hoc

committees from among the Owners or their spouses/family members from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

Section 4. Secretary. The Secretary shall have the responsibility to provide notices of meetings to members, manage and respond to any correspondence to or from the Association, and keep minutes and records of Association meetings.

Section 5. Compensation. The Board members shall receive no compensation for their services except as expressly provided for by a resolution duly adopted by the members.

Section 6. Auditor. The Board of Directors may appoint some person, firm or corporation or professional association engaged in the business of auditing to act as auditor of the Association and to audit the financial statements of the Association.

Section 7. Removal of an Officer. At any regular or special meeting duly called, any one or more of the Officers may be removed with or without cause by a vote of the majority of the Directors and a successor may then and there be elected to fill the vacancy thus created.

ARTICLE IV. FISCAL MANAGEMENT

Section 1. Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with generally accepted accounting principles and practices. Within 90 days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such fiscal year and a balance sheet as of the close of that year.

Section 2. Assessments. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- (a) Management and administration expenses;
- (b) Costs of maintenance and upkeep of roads, common areas, and other facilities of the Association;
- (c) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance and replacements; and

(d) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

Not less than 30 days before the Annual Meeting of Members, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member. Unless at that meeting 75% or more of the Owners present at such meeting vote to reject the budget, the budget shall be deemed ratified, whether or not a quorum is present at the meeting. In the event the budget is rejected, the budget last ratified by the members shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

If any member fails or refuses to make payment of his assessed fee, or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum, not exceeding 10%, established from time to time by the Board of Directors and, together with such interest, shall constitute a lien on the Lot of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if necessary, to foreclose upon a lien in accordance with Section 6 of this Article.

Section 3. Revised and emergency assessments. If at any time prior to or during the course of any fiscal year the Board deems the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, monthly or other periodic assessments shall be determined and paid on the basis of such revision.

The Board may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the then current annual assessment for each Lot, which shall be due and payable when communicated to the members.

Section 4. Maintenance and repair. All road maintenance and repair shall be performed at the direction of the Board of Directors, and shall be a common expense pursuant to the provisions of the Declaration. Vouchers for the payment of maintenance and repair costs shall be approved by the President before payment.

Section 5. Rules and regulations. In order to assure the peaceful and orderly use and enjoyment of the Lots and common areas and facilities, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part, such reasonable rules and regulations, to be called "Rules and Regulations", governing the conduct of persons within the subdivision as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations, and every

amendment, modification, and revocation thereof, shall, upon adoption be delivered promptly to each Owner and shall be binding upon all members of the Association and occupants of the Lots.

Section 6. Foreclosure of lien. In any action to foreclose the lien against any Owner of a Lot, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property, or as set forth in 33 M.R.S.A. § 1603-116. The manager or Board of Directors acting on behalf of the Lot Owners shall have the power to bid and acquire such Lot. Suit to recover money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

ARTICLE V. EXECUTION OF INSTRUMENTS

Section 1. Instruments generally. All checks, drafts, notes, bonds, acceptances, contracts, deeds, and all other instruments shall be signed by the President or the Secretary, Treasurer or Clerk, or by such other officer or employee as the Board of Directors may designate.

ARTICLE VI. LIABILITY OF OFFICERS

Section 1. Exculpation. No Director of the Association shall be liable for acts or defaults of any other officer or members or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 2. Indemnification. Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he is finally adjudged, by court of competent jurisdiction or by an arbitrator or mediator selected by the parties, in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE VII. FISCAL YEAR

Section 1. Fiscal year. The fiscal year of the Association shall be established by the Board of Directors.

ARTICLE VIII. BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate vote constitutes 75 percent of all votes, at a meeting duly called for that purpose.

Section 2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply.

Section 3. Words of Gender. The use of any gender in these Bylaws shall be deemed to include any other gender, and words in the singular shall be deemed to include the plural, unless the context otherwise requires.

ARTICLE IX. REAL PROPERTY

Section 1. Association Property. All real property interests owned or held by the Association shall be owned or held for the use, benefit, and enjoyment of all members of the Association, jointly and severally, and no member may be denied access to, or the use, benefit, or enjoyment of, any real property, or interest therein, owned or held by the Association. Notwithstanding the provisions of Article VIII, Section 1, above, this Article IX may be amended only by unanimous consent of all members of the Association.

Effective as of _____.

CONSERVATION EASEMENT

Granted by

Plum Creek Maine Timberlands, L.L.C.

to

The Nature Conservancy of the Pine Tree State, Inc.

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine (hereinafter referred to as "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns, and any future owners or successors-in-interest to the Protected Property (defined below), and their executors, administrators and legal representatives), **GRANTS to THE NATURE CONSERVANCY OF THE PINE TREE STATE, INC.**, a Maine nonprofit corporation, with a mailing address at 14 Maine Street, Suite 401, Brunswick, Maine 04011 ("TNC");(hereinafter referred to as "Holder," which word shall, unless the context clearly indicates otherwise, include Holder's successors and/or assigns), with **QUITCLAIM COVENANT**, in perpetuity, the following described **Conservation Easement** on land located in **[insert Townships and Counties]**, Maine, hereinafter referred to as the "Protected Property," and shown on a map on **Exhibit A**, attached hereto, and made a part hereof by reference.

PURPOSE

This Conservation Easement is intended to provide a significant public benefit by protecting and preserving in perpetuity the Protected Property in its present and historic primarily undeveloped condition that allows its continued operation as a working forest with the perpetual ability to commercially produce forest products, and to conserve and/or enhance forest and wildlife habitats, undeveloped shoreline, and historic public recreation and nature observation and study opportunities of the Protected Property for present and future generations, subject only to such uses as are specifically provided for herein. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant.

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including sizeable forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; and

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

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

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

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

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

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

WHEREAS, TNC is a tax exempt public charity under §§ 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), is qualified under § 170(h) of the Code to receive qualified conservation contributions and is qualified to hold conservation easements pursuant to 33 M.R.S.A. § 476(2)B, as amended;

NOW THEREFORE Grantor and Holder have established this Conservation Easement affecting the Protected Property consisting of the following terms, covenants, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity:

TERMS, COVENANTS AND RESTRICTIONS

1. GENERAL LAND USES

Except in connection with Forest Management Activities (defined below) or as otherwise expressly stated to the contrary herein, structural development, commercial, residential, industrial, energy generation (other than Alternative Energy Generation Activities as defined below) landfill, and waste disposal activities are prohibited on the Protected Property. Without limiting the generality of the foregoing, houses, apartment buildings, multi-family housing units, campgrounds, condominiums, trailer parks, mobile homes, permanent outdoor high-intensity lights, motels or hotels, billboards, junk yards, and commercial and industrial uses of all kind, are specifically prohibited on the Protected Property unless otherwise provided herein.

Notwithstanding anything to the contrary in this Conservation Easement, Grantor, its successors and assigns, shall have the perpetual right to undertake any and all Forest Management Activities on the Protected Property, subject only to the limitations set forth in Paragraph 5 of this Conservation Easement, to undertake Alternative Energy Generation Activities subject to Holder's review and approval, which approval shall not be unreasonably withheld, and to undertake (i) Permitted Construction Material Removal Activities subject to the limitations set forth in Section 4 hereof and (ii) Septic Field Activities permitted under Chapter 10 of the Maine Land Use Regulation Commissions Rules and Standards (or successor regulations thereto), but only in compliance with all requirements thereof. As used in this Conservation Easement, the term "Forest Management Activities" means all commercial forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law. Forest Management Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access to and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and conducting post-harvest or site recovery activities; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is

necessary to construct or maintain fire lanes, footpaths, and any roads permitted under this Conservation Easement; Permitted Construction Material Removal Activities (as defined below in Section 4 hereof) and any other activity Grantor deems useful or expedient in connection with the foregoing. As used in this Conservation Easement, the term (i) "Alternative Energy Generation Activities" means all activities related to the generation of electricity from wind energy; Alternative Energy Generation Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: the construction, operation and maintenance of wind power facilities and any other improvements, fixtures, and equipment, whether temporary or permanent, that are related thereto or associated therewith, and (ii) "Septic Field Activities" means up to 200 acres at any given time of areas where septic tank wastes generated from surrounding communities (including newly developed areas) are disposed of through spreading on the land.

Further, notwithstanding anything to the contrary in this Conservation Easement, Grantor may grant permanent or temporary easement rights across the Protected Property to affiliates of Grantor and third parties for ingress, egress and utilities (including any access necessary for Alternative Energy Generation Activities and Permitted Construction Material Removal Activities) for all lawful purposes. Grantor shall provide notice to Holder prior to the grant of such easement rights. Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable when granting such rights, provided that the ultimate decision to grant such easement rights shall be made in the sole discretion of Grantor.

2. SUBDIVISION

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; provided that not more than twenty (20) separate lots of not less than **5000** contiguous acres each may be created and conveyed to others. Except as provided herein, any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.

B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

C. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Easement are extinguished, and can not be used to transfer

development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement.

D. Conveyance of Leased Lots located within the bounds of the Protected Property as of the date of this grant (as the same may be expanded to bring the lots up to compliance with then-current LURC regulations) shall not be deemed divisions of the Protected Property.

E. Notwithstanding any other provision hereof, Grantor may gift or sell from time to time up to 50 acres of the Protected Property in the aggregate to a public or semi-public entity free of the restrictions of this Conservation Easement (the "Permitted Public Purpose Transfers"). In selecting Protected Property for any Permitted Public Purpose Transfer, Grantor shall, to the extent reasonably practical, take into consideration the Protected Property's conservation values. This Conservation Easement shall be extinguished with respect to any Protected Property that is so transferred. Prior to any such Permitted Public Purpose Transfer, Grantor shall give Holder 30 day written notice of the number of acres proposed to be transferred, the name of the transferee, the aggregate number of acres (after giving effect to the proposed transfer) of all Permitted Public Purpose Transfers, and the purchase price (if any). Proceeds (if any) of any Permitted Public Purpose Transfer shall be distributed in accordance with Section 15(G) hereof.

3. STRUCTURES AND IMPROVEMENTS

From the date of this Grant, no new structures, temporary or permanent, are allowed to be constructed, placed or maintained on the Protected Property, other than Forestry Improvements (described below), structures and improvements necessary for Alternative Energy Generation Activities, structures and improvements necessary for Septic Field Activities, structures and improvements necessary for Permitted Construction Material Removal Activities, structures and improvements for purposes of nature observation (including, without limitation, observation blinds and platforms), trails for use by the general public, tents, recreational vehicles (provided that any such recreational vehicle is not left in any one place on the Protected Property for a length of time or in a manner that is inconsistent with transient recreational purposes) and temporary camping structures subject to Grantor's rights to regulate such uses as set forth in Section 7 hereof, and roads, utilities and telecommunications facilities approved by the Maine Land Use Regulation Commission (or its successor agency). Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) when siting any structure or improvement allowed hereunder, to the extent reasonably practicable, provided that the ultimate decision site such structures and improvements shall be made in the sole discretion of Grantor.

Notwithstanding the foregoing, Grantor may develop, construct, maintain, install, replace and repair at any time and from time to time Forestry Improvements on the Protected Property. For purposes of this Conservation Easement, the term "Forestry Improvements" means any and all structures, facilities, improvements and utilities that are related to Forest Management Activities on the Protected Property, including, without

limitation, roads, fences, bridges, gates, maple sugar houses and appurtenant facilities, forest management camps, logging camps, and housing facilities for persons involved with Forest Management Activities on the Protected Property, barns, garages, storage facilities, portable and permanent sawmills, mobile chippers, and other processing equipment and facilities, associated signs and structures, utility services to serve and support such Forestry Improvements, including telecommunication systems, electric power lines and generation facilities, wells, and septic disposal facilities; provided, however, that, to the extent reasonably practical, such utility services crossing the Protected Property shall be located in a manner to minimize their impact on the Protected Property's conservation values. Forestry Improvements shall only be used in connection with and/or for the purpose of accomplishing Forest Management Activities on the Protected Property. All Forestry Improvements permitted hereunder shall be installed and constructed in accordance with applicable laws and regulations.

Existing (as of the date of the grant of this Conservation Easement) structures, improvements and utilities that are not associated with Forest Management Activities may be maintained, replaced and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the purpose of this Conservation Easement. New, minor structures and improvements for traditional, recreational uses such as trails, not more than 5 (five) Back Country Huts (as defined below), bridges, benches, tables, public boat launches, erosion control systems, wells and springs, may be installed, constructed, maintained, repaired, and replaced from time to time, without the consent of Holder, provided that such structures and improvements are installed and constructed in accordance with applicable laws and regulations. Notwithstanding the foregoing, new public boat launches that accommodate boats on trailers may be installed and constructed from time to time only with the consent of Holder. Once installed and constructed, such trailered boat launches may be maintained, repaired, and replaced from time to time, without the consent of Holder. New roads, utilities and telecommunications facilities, and/or public fire and safety buildings may be installed, constructed, maintained, repaired, and replaced from time to time, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Holder provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Protected Property shall be located in a manner to minimize their impact on the Protected Property's conservation values. Notwithstanding the foregoing, no more than 6 (six) telecommunication/cell "towers" shall be constructed on the Protected Property. For purposes of this Conservation Easement, the term "Back Country Hut" means a structure containing group and/or individual sleeping quarters and kitchen facilities that is constructed and maintained in connection with a trail or trail system and used as a commercial lodging facility on a transient basis by persons primarily in pursuit of primitive recreation, including without limitation hiking, backpacking, cross-country skiing, and snowshoeing.

4. SURFACE ALTERATIONS

Except in connection with Forest Management Activities and/or other uses of the Protected Property permitted by this Conservation Easement (including Alternative Energy Generation Activities, Septic Field Activities and Permitted Construction Material Removal Activities in compliance with the regulations of the Maine Land Use Regulation Commission or its successor agency), no new filling, drilling, excavation, or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography are allowed on the Protected Property; provided, however, that Grantor shall not be deemed to be in breach of the terms hereof in the event a third party owner of mineral rights conducts mining activities, and further provided that Grantor shall have the right to conduct surface and subsurface water extraction activities for forestry and residential purposes only, and to construct and maintain structures and facilities necessary for the same, provided that any such extraction is conducted in a sustainable manner and does not adversely affect the conservation values protected by this Conservation Easement. In the event Grantor conducts water extraction activities on the Protected Property, such activities shall be included in the Multi-Resource Management Plan approved by Holder.

Excavation or alteration of the Protected Property for removal (by quarrying or otherwise) and storage of rock, gravel, aggregate, sand, other similar construction materials (collectively "Construction Materials") shall be permitted in connection with (i) Forest Management Activities on the Protected Property; (ii) Forest Management Activities of Grantor on other adjacent lands owned by Grantor, (iii) the maintenance, construction, and use of roads not owned by Grantor but which are used by Grantor to access the Protected Property; (iv) the road maintenance, property improvement, or constructions activities of the State, cities, towns and third parties in the vicinity of the Protected Property, or (v) the development of areas zoned for development under LURC rules (such permitted excavations or alterations of the Protected Property are referred to hereinafter collectively as the "Permitted Construction Material Removal Activities"). Grantor specifically reserves the right to give, exchange or barter Construction Materials from the Protected Property, or make incidental sales thereof for the purposes of such Permitted Construction Material Removal Activities. Grantor's Permitted Construction Material Removal Activities under this Section 4, including any reclamation undertaken following such activities, shall be conducted in accordance with applicable local, state and federal laws.

The right to conduct Permitted Construction Material Removal Activities is subject to the requirement that the disturbed area for such activity does not exceed 15 acres in size per extraction site and there are no more than 400 acres actively disturbed and not revegetated and stabilized at any one time. The removal of loose surface decorative rock is not subject to these restrictions.

5. FOREST MANAGEMENT

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of **[List any special areas or sensitive resources as documented in the Baseline Documentation]** **[Note, this will be done after the signing of the PSA but before the grant of the Conservation Easement]**.

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations, in a manner that assures the continuing and sustained

ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for Forest Management Activities. If undertaken, Forest Management Activities must be designed and implemented to ensure an economically viable, continuing, renewable, and long-term harvest of forest products, consistent with the forestry principles set forth below and with the use of the Protected Property by the general public as set forth in Section 7, below, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for Forest Management Activities, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Multi-Resource Management Plan (hereafter the “Management Plan”) designed to ensure the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable, and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable, and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values; and 4) protect Special Management Areas identified in the Baseline Documentation (defined below).

B. Grantor reserves the right to manage non-commercial vegetation by cutting, pruning and planting without the requirement of a Management Plan, as necessary to exercise the rights reserved to Grantor hereunder, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement as set forth in Section 7, below, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other designated public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the traditional scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property (all parties acknowledge, however, that the Protected Property has been, and may continue to be, used as a commercial working forest). The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor’s non-commercial vegetation management rights shall not require a Management Plan, and need not be addressed in the Management Pan.

C. All Forest Management Activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of traditional scenic character as viewed from designated public vantage points located at **[list here]** (provided that all parties recognize that the Protected Property has traditionally been used as a working forest and that scenic views from such locations have historically included evidence of commercial forestry operations), maintenance of existing, identified wildlife habitat and recreational resources, and shall accomplish the Forestry Principles set forth below:

(i) protection of identified wildlife habitat and unique natural areas, as documented in the Baseline Documentation;

- (ii) preservation of traditional, non-intensive outdoor recreational activities allowed under Section 7 of this Conservation Easement;
- (iii) protection of traditional scenic quality, recognizing that the Protected Property as traditionally been used as a commercial working forest, and that evidence of such use has been visible from many public and private vantage points and is part of the scenic character of the Protected Property;
- (iv) maintenance or improvement of the diversity and health of the forest and the productive capacity of the soil;
- (v) preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters;
- (vi) allowance for a continuing, renewable, and long term source of forest products; and
- (vii) conservation of significant historic and archaeological resources as contemplated by the SFIS.

D. Management Plan; Amendment; Certification.

(i) Management Plan: All Forest Management Activities, except preliminary timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. After the Management Plan has been agreed to by the parties hereto, Grantor shall operate within the constraints of the Management Plan in accordance with the terms of this Conservation Easement. The Management Plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed annually by the parties. The Management Plan shall remain in effect until amended or modified by the parties, provided that no amendment or modification to the Management Plan shall become effective until agreed to by Grantor and Holder.

(ii) Third party certification: Grantor shall comply with the Forestry Principles set forth in 5.C., above and 6 below, by conducting its Forest Management Activities in accordance with the Management Plan. So long as Grantor maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below) then Grantor shall be deemed to be in full compliance with said Forestry Principles and the Management Plan. For purposes hereof, a "Qualifying Forestry Certification Program" shall be any of the following: (i) the Sustainable Forestry Initiative 2005-2009 Standards; (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (v) American Tree Farm System Certification for parcels created pursuant to Section 2, above and approved by Holder; or (iv) any similar program that Holder reviews and approves based upon Holder's assessment of the standards and procedures of that program, which approval shall not be unreasonable delayed, conditioned, or withheld. For purposes of obtaining a certification from a Qualifying Forestry Certification Program, the forest management requirements set forth in Sections II, III and IV of the Management Plan shall be covered by the certification audit. It is agreed by the parties hereto that the initial Management Plan submitted by Grantor (but not attached as an exhibit hereto) is in full compliance with the

terms and requirements of this Conservation Easement, including the Forestry Principles set forth above. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities in compliance herewith. In the absence of third-party certification, the Forestry Principles set forth herein as implemented through the Management Plan shall continue to govern Forest Management Activities on the Protected Property and the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

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

6. WASTE MANAGEMENT AND FOREST CHEMICALS

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities and other activities specifically permitted by this Conservation Easement, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

7. PUBLIC ACCESS EASEMENT

It is Grantor's intent and objective to allow non-commercial, non-motorized public access on and across, and use of, the Protected Property for traditional, low-intensity recreational uses and to maintain opportunities for such uses of the Protected Property. In furtherance thereof, daytime, pedestrian use of the Protected Property by the public shall be permitted; provided, however, that Grantor reserves the right to make reasonable rules and regulations for different types of public use, and to control, limit, or temporarily prohibit, by posting and other means, any use by the public (including

without limitation, night use, camping, loud activities, open fires, motorized vehicles, use of equipment, and areas of access) for purposes of protecting public safety, protecting the conservation values of the Protected Property, to ensure compliance with all applicable laws, and to accommodate Grantor's Forest Management Activities and other uses of the Protected Property permitted hereunder. Grantor reserves the right to allow motorized recreational use of the Protected Property (including snowmobiling), in the sole discretion of Grantor. Grantor will take into consideration the conservation and traditional non-intensive outdoor recreation values protected by this Easement and will maintain, to the extent feasible, the resource values set forth in the Baseline Documentation (as defined below) in granting any such motorized recreational use.

To the extent allowed by Grantor, in its sole discretion, traditional recreational uses of the Protected Property by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions, may be permitted on the Protected Property, provided that they occur in a manner that is consistent with the terms and the Purpose of this Conservation Easement. Grantor reserves the right to charge fees to commercial users of the Protected Property.

Notwithstanding the foregoing, this Conservation Easement does not grant any easement, right of way, right of access, or other interest or license on, across, over, or affecting any other land of Grantor not included in the Protected Property, and this Conservation Easement does not, and shall not be construed to, impose upon Grantor, or its successors or assigns, any obligation to provide or allow public access on, across, over, or affecting any land of Grantor not included in the Protected Property. Any such rights or licenses affecting any land of Grantor not included in the Protected Property, if granted by Grantor in its sole discretion, shall be by a separate instrument or instruments recorded in the Registry of Deeds where such other land is located, and no such rights or licenses shall arise by implication, necessity, or otherwise, and this Conservation Easement does not expand or extend any privilege or license currently provided by Grantor.

Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity. Any use of the Protected Property by the public is at the public's sole risk and liability, and any use of the Protected Property shall be deemed a waiver of any and all liability of Grantor, its successors and assigns, for any injury, loss or damage occurring from such use.

Nothing in this section shall be construed to prevent law enforcement personnel from entering the Protected Property at any and all times for the purposes of carrying out official duties.

8. BASELINE DOCUMENTATION

The parties agree that a Baseline Documentation Report (the "Baseline Documentation") will be completed by a natural resource professional familiar with the area, reviewed by Holder and Grantor, and acknowledged by them to be an accurate

representation of the physical and biological condition of the Protected Property and its physical improvements as of the date of the conveyance of this Conservation Easement. Grantor shall provide, and the Baseline Documentation shall include the most recent SFI certification audit and supporting documentation. Such audit and supporting documentation shall be kept confidential by Holder and used solely for purposes of ongoing monitoring and enforcement of this Easement. It may only be released to third parties if required by state statute or judicial proceeding. In the event a controversy arises with respect to the nature of the biological and/or physical condition of the Protected Property and its improvements, the parties may use the Baseline Documentation, as well as all other relevant or material documents, surveys, reports, or other information to assist in the resolution of the controversy.

The current conditions and forest practices on the Protected Property, as documented in the Baseline Documentation, are consistent with the terms, conditions, and Purposes of this Easement.

9 PROTECTION OF CONSERVATION VALUES

Upon mutual agreement of Grantor and Holder, the boundaries of the Protected Property may be modified for the purposes of protecting important conservation values and/or natural features or to establish an easily identifiable boundary to the Protected Property (such as a roadway or stream thread), such as wetlands or other sensitive areas, provided that there is no net change in the total acreage of the Protected Property.

10. NOTICES

Any notices to or requests for the consent or approval of Holder must be also copied to Third Party, and Third Party shall be provided with an opportunity to comment. Any such notices required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder and Third Party to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor: Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Attn: General Counsel

With a copy to: Plum Creek Maine Timberlands, L.L.C.
49 Mountain Avenue
Post Office Box 400
Fairfield, Maine 04937-0400
Attn: General Manager, Northeast Region

To Holder: THE NATURE CONSERVANCY OF THE PINE
TREE STATE, INC.

14 Maine Street, Suite 401, Brunswick, Maine

04011
Attn: State Director

With a copy to: The Nature Conservancy
 11 Ave DeLafayette
 Boston, MA 02111
 Attn: Legal Counsel

or to such other authorized person as any party may from time to time designate by written notice to the others in the manner set forth above.

11. COSTS AND TAXES, RESPONSIBILITY

Grantor is responsible to pay and discharge when due all property taxes, assessments, and other costs, charges, liens and encumbrances lawfully imposed upon or in connection with the Protected Property and to avoid the imposition of any liens or encumbrances that may affect Holder's rights hereunder. In the event a lien created against the Protected Property is to be executed, the Holder, at its option, shall, after written notice to Grantor, have the right to pay funds to discharge the lien in order to protect Holder's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement; provided, however, that Grantor first shall have the right to contest any such lien by legal proceedings. In the event Grantor elects to contest any lien by legal proceedings, Holder's right to pay and discharge such lien(s) shall not arise until and unless such lien(s) are determined as a result of such legal proceedings to be valid and enforceable against the Protected Property, or unless and until Grantor has abandoned its prosecution of such legal proceedings.

Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain or keep up the Protected Property. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and will indemnify, defend, and hold harmless Holder and Third Party from any claims for damages which arise therefrom, except for harm proximately caused by their negligent act or misconduct, or as may arise out of their workers' compensation obligations.

12. HOLDER'S AFFIRMATIVE RIGHTS

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is in violation of this Conservation Easement (other than those activities expressly authorized hereunder), and to require where reasonably practicable the restoration of any area or feature damaged by such violation to a condition in compliance herewith. Holder shall not be entitled to monetary damages (other than those ordered by a Court in connection with such restoration and/or monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement). Holder shall provide Grantor with thirty (30) days prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay. Holder may not bring an enforcement action

against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has not been breached, Holder will reimburse Grantor for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker.

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the conservation purposes hereof and does not unreasonably interfere with Forest Management Activities undertaken by Grantor.

C. Holder has the right, but not the duty, to manage public recreational use of the Protected Property, to the extent such use is permitted hereby, in the absence of Grantor's managing such use.

13. THIRD PARTY RIGHTS AND ENFORCEMENT; APPLICABLE LAWS

In the absence of third party certification under Section 5 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor so that Holder may monitor and enforce the terms of this Easement.

Nothing herein may be construed as approval of or as a substitute for approval or regulation of any activities under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body. Nothing in this Conservation Easement may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, with which Grantor shall have a responsibility to comply. Any penalty for or mitigation of a violation of a regulation of the Maine Land Use Regulation Commission imposed upon the Grantor by the Maine Land Use Regulation Commission shall be deemed sufficient penalty for or mitigation of a violation of the terms of this Conservation Easement, if the activity causing such violation of the Land Use Regulation Commission regulations is also a violation of this Conservation Easement, such that Grantor shall not be penalized or subject to mitigation twice for a single act.

14. ADDITIONAL CONSERVATION EASEMENT REQUIREMENTS UNDER MAINE LAW

A. This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1989, Sections 476

through 479-B, inclusive, as amended (and successor provisions thereof), and shall be construed in accordance with the laws of the State of Maine.

B. Holder is qualified to hold conservation easements pursuant to Title 33 Maine Revised Statutes Annotated, Section 476(2)(B), as amended (or successor provisions thereof), and is a Qualified Organization under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof), to wit: a publicly funded, non-profit, section 501(C)(3) organization having a commitment and the resources to protect the conservation purposes of the donation and enforce the restrictions hereof.

C. [This section left intentionally blank.]

D. This Conservation Easement is assignable by Holder, but only after notice to and approval by Grantor (which approval shall not be unreasonably withheld), and only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated (1989), as amended (or successor provisions thereof), and that agrees, as a condition of transfer, to monitor, enforce, and otherwise uphold the conservation purposes and terms of this grant; provided that the parties hereto agree that the State of Maine is an approved assignee.

E. The Protected Property may be used to secure the repayment of debt, provided that the rights of Holder to enforce the terms, restrictions, and covenants created under this Conservation Easement shall continue and not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien. The restrictions of this Conservation Easement, and Holder's right to enforce them shall be superior to any mortgage or lien.

15. GENERAL PROVISIONS

A. Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, all uses of the Protected Property that are not expressly prohibited or restricted by this Conservation Easement and that are consistent with the Purposes hereof.

B. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Holder and/or the Third Party. The failure or delay of Holder or Third Party, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

C. Grantor agrees to notify Holder and Third Party prior to any transfer of its interest in the Protected Property. A party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

D. The parties may amend this Conservation Easement only to the extent that

changes are not inconsistent with the conservation purposes of this grant, and only by written and recorded agreement executed by Grantor, Holder, and Third Party.

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

F. Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Should uncertainty arise in its meaning, this Conservation Easement should be interpreted in favor of conserving the Protected Property for the conservation purposes stated herein.

G. **EXTINGUISHMENT.** If circumstances arise in the future which render the Purpose impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Easement as determined in accordance with Section 15.H. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This paragraph shall not apply, and there will be no division of proceeds with respect to any sale, exchange or transfer of the Protected Property where the transferred Protected Property remains subject to the Easement whether explicitly or by operation of law.

H. **VALUATION.** This Easement constitutes a real property interest immediately vested in Holder, which, for purposes of Section 15.G, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the sales price of the Easement at the time of this grant to the value of the Protected Property, without deduction for the sales price of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the sales price of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant. The parties shall include the ratio described in the preceding sentence with the Baseline Documentation on file at the office of Holder and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction.

I. **CONDEMNATION.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Easement, and all resulting direct or incidental damages. All expenses reasonably incurred by Grantor

and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section 15.G. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Protected Property.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Plum Creek Maine Timberlands, L.L.C., Grantor, has caused this Conservation Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by Rick R. Holley, its President, hereunto duly authorized, this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

PLUM CREEK
MAINE TIMBERLANDS, L.L.C.

By:

Rick R. Holley
Its President

STATE OF WASHINGTON)
COUNTY OF KING) ss:

On this ___ day of _____, 20__, before me personally appeared Rick R. Holley, to me known to be the President and Chief Executive Officer of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name: _____

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by The Nature Conservancy of the Pine Tree State, Inc Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through _____, its _____, hereunto duly authorized, this ___ day of _____, 20__.

Signed, sealed and delivered
the Pine Tree State, Inc
in the presence of:

The Nature Conservancy of

By:

[name of officer]
Its *[insert title]*

State of Maine
County of _____, ss.
_____, ____20__

Personally appeared _____, _____ and authorized representative of the above-named Holder and acknowledged the foregoing instrument to be his free act and deed in his/her said capacity, and the free act and deed of said [Holder].

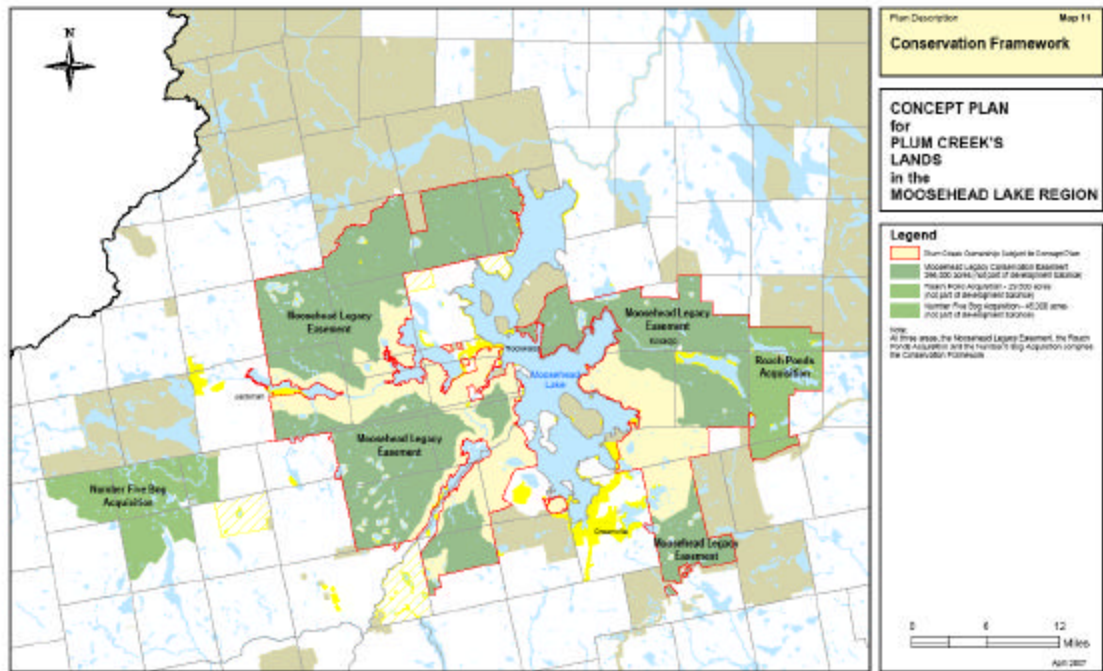
Before me,

Notary Public

Name: _____

ATTACHMENTS:

EXHIBIT A - Map of the Protected Property.



Multi-Resource Management Plan

Addressing

Forestry Standards

of

The Plum Creek/ The Nature Conservancy of the Pine Tree State, Inc
Conservation Easement

This Multi-Resource Management Plan (“Plan”), dated as of _____, 2006, is entered into by **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine, (hereinafter referred to as “Landowner” or “Plum Creek” or “Grantor”) and The Nature Conservancy of the Pine Tree State, Inc (“Holder”)

This Plan is being entered into pursuant to Section 5.D of that certain **CONSERVATION EASEMENT** (the “Easement”) granted by Plum Creek to Holder on _____, 2007. The intent of the Easement granted in connection with the Concept Plan for Plum Creek’s Gateway Lands in the Moosehead Lake Region (the “Project”) is to effect the purpose of the Forest Legacy Program (“FLP”), in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c), to protect environmentally important forest areas that are threatened by conversion to non-forest uses and therefore also protect important scenic, cultural, fish, wildlife, recreational resources and riparian areas. A further purpose of the Forest Legacy Program and the Easement is to protect the capacity of the Protected Property (as defined below) to produce economically valuable forestry products and to allow Landowner and its successors and assigns to continue to conduct commercial timber and resource management. Plum Creek’s objective is to fully utilize its resources through innovative forestry management and harvest techniques. Wise stewardship and good business practices go hand in hand.

A further intent of the Easement is to perpetuate the Protected Property as forest land; to ensure the long term, professional management of the forest resources through forestry activities permitted hereunder; and to provide for commercial production of forest products in a manner compatible with the conservation of water quality, fish and wildlife habitat, and recreation.

The intent of this Plan is to meet the requirements of the FLP to protect environmentally important forest areas that are threatened by conversion to non-forest uses. The FLP requires this Plan to identify and describe objectives and actions that Plum Creek will take to protect, manage, maintain, and enhance soil, water, range, aesthetic quality, recreation and public access, timber, fish, and wildlife resources in a manner compatible with Landowner objectives.

Introduction

Ownership Location

This Plan covers portions of Plum Creek's Maine ownership that lies adjacent to Moosehead Lake and is approximately 265,856 acres in size as the same are described in the Easement (the "Protected Property"). (See Appendix A/Ownership Map)

History

Plum Creek purchased the Protected Property in two different transactions. The initial and largest purchase was from S.D. Warren Company in 1998. The next addition took place in 2004 through an acquisition from Great Eastern Timber Company.

The Protected Property has a long history of ownership by large commercial forest landowners. Much of the land has always been timberland as it was very marginal for farming in relation to other accessible areas in the mid-west. The few acres that were farmed, reverted to forestland starting as early as the mid 19th century, accelerating during poor economic times such as the post World War 1 and depression eras. The placement of a softwood pulpwood mill on the lower Kennebec River late in the 19th century contributed to having the land consolidated into large contiguous blocks. Spruce and fir were the species of choice and could be transported by river drive. With limited road transportation, the mill owner concentrated land purchases in the Kennebec watershed and were able to block up significant acreages.

Forest Condition

Limited market opportunities have dominated the forest practices on the Protected Property until the last 20 years. Until the late 19th century, harvests were restricted to softwood logs, starting first with white pine followed by Spruce. From the early 20th century until about 1990, spruce and fir dominated the pulpwood markets. Hardwood pulpwood has only enjoyed wide spread pulpwood markets for about 20 years. Hardwood logs have enjoyed wide use since about 1900. The lack of hardwood pulpwood markets left many hardwood and mixedwood stands with growing stock of less than optimal quality.

Two major forest types dominate the land base. Beech, birch and maple dominate the hardwoods and spruce/fir dominate the softwoods. Cedar, white pine and hemlock are minor components of the landscape. White ash is a minor component of the forest but is found throughout the ownership. Poplar, although a minor component, is usually found in concentrations due to its ability to dominate disturbed areas. Red Oak is a very valuable species but is restricted to the southern extremes of the Protected Property.

Silvicultural practices

Although natural regeneration is relied upon most frequently, several thousand acres of softwood plantations have been established on the more fertile soils on the Protected Property. Red pine, black and white spruce, jack pine and larch were the chosen species for planting. Over time, favored species have changed moving from jack

pine to red pine and finally to the spruces. This transition was driven by the anticipated budworm initiated softwood shortfall

Significant areas of natural spruce and fir regeneration have been pre-commercially thinned (“PCT”).

Herbicide use has been an integral part of the silvicultural program in addition to planting and pre-commercial thinning. These practices started in the early 1980’s, achieved their greatest use by 1990 and are currently at a maintenance level.

Mature stands, regardless of species composition, tend to be past an age suitable for thinning and are invariably in need of regeneration harvests. Past hi-grading (extraction of the most valuable products) in hardwood and mixedwood stands has only intensified the need to regenerate the older forests.

Plum Creek timberlands enjoy good growth rates. Much of the land has gentle relief and good drainage.

Certification Record

Plum Creek as of the date hereof subscribes to the Sustainable Forestry Initiative Program, which was developed in 1994 by the American Forest and Paper Association (AF&PA). The program is 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. Plum Creek currently manages the Protected Property to the Sustainable Forestry Initiative 2005-2009 Standards (“SFIS”).

Plum Creek foresters and the independent contractors who work for the company are committed to good stewardship. Plum Creek will continue to manage the Protected Property in a responsible manner in compliance with the SFIS or other Qualifying Certification Program (as defined below) as well as this Management Plan.

Administration

Plum Creek maintains offices that are well situated to administer the various activities on the land base (see ownership map). Field offices are located in the towns of Bingham, Greenville and the Township of Johnson Mountain. The Protected Property falls under the jurisdiction of the Greenville and Johnson Mountain complexes. A regional office is located in Fairfield that addresses local as well as regional issues

Harvesting, road building/ maintenance, silviculture activities and some merchandizing is done by independent contractors. Plum Creek supports an employee work force that is engaged in supervisory, management, accounting and merchandizing functions. Plum Creek’s land base is within commuting distance of numerous communities which provide a majority of its work force.

There are multiple markets for most species and product grades. Most of these markets have been in existence for many years and provide volume and pricing stability.

Wildlife

Plum Creek forests support an abundance and variety of wildlife. Prevalent game species are white tailed deer, black bear, moose, grouse, rabbit and woodcock. Turkeys are locally abundant in the southern tier of the property. The cold water fisheries of brook trout, land lock salmon and lake trout are well represented in the ponds and streams. The pine martin and fisher are well established and lynx sightings are regularly recorded. Lynx appear, however, not to have become established to any significant degree. Bald eagles have made an excellent comeback with hardly a year passing without additional nest sites being documented. These resources provide enjoyment for the general public and for specific species, commercial opportunities for guides, trappers and sporting camps. The extensive road system and open lands policy allow good utilization of the wildlife resources.

State and federally listed endangered and threatened species are managed in accord with recognized guidelines where ever the species occur.

I. Plan - Scope and Flexibility

The Easement under Sections 5.C and 6 set forth “Forestry Standards” that shall govern Plum Creek’s commercial forest management on the Protected Property. Plum Creek shall comply with these Forestry Standards by conducting its commercial forest management in accordance with the provisions of the plan below.

So long as Plum Creek maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below), then Plum Creek will be deemed to be in full compliance with these Forestry Standards and this Management Plan. For purposes of obtaining a third party certification, the management standards and requirements of the plan set forth in Sections II, III and IV of this Management Plan shall be included in the standards that are covered by the certification audit conducted by the Qualifying Forestry Certification Program auditor. For purposes hereof, a “Qualifying Forestry Certification Program” shall be any of the following: (i) the SFIS as in effect on the date hereof (including the SFI Audit Procedures and Qualifications)(copies of which are appended hereto and made a part hereof); (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (iv) American Tree Farm System Certification for parcels created pursuant to Section 2 of the Easement and approved by Holder; or (v) any similar program that Holder reviews and approves, such approval not to be unreasonably withheld.

II. General Provisions of the Plan

Element A - Forest Health

Plum Creek’s forest management practices are designed on a landscape scale to maintain or improve the diversity and health of the forest and the productive capacity of the soil as contemplated by the SFIS.

Forest harvesting and silvicultural activities are used to create and maintain the forest in a healthy and vigorous condition. To facilitate this objective, pre-harvest prescriptions are developed by foresters and results recorded on inspection sheets.

Contacts with various state agencies are used to raise awareness of potential forest health issues and to develop coordinated responses. State issued reports are distributed to assist foresters in identifying problems and to develop management solutions.

Each field office will keep Maine Forest Service (“MFS”) information on pest outbreaks up to date. Area foresters (Plum Creek field foresters) are responsible to field review for potential local problems as they conduct their normal duties.

Current quarantine information and associated compliance records will be kept on hand and area foresters will insure that forest product and equipment movement off site is in compliance. Plum Creek will participate in infestation control and quarantine efforts by the state. Requests by the state for insect and disease sample sites will be honored.

A list of invasive species that are likely to threaten native plant and animal communities within the Protected Property will be kept on file at unit offices. For each species, if available, information on identification, distribution, dispersion mechanisms, impacts, and control mechanisms will be obtained. Appropriate state agencies (Department of Environmental Protection, MFS and Agriculture) will be the principal resources for developing the list. Training will be provided on identification and control. The Plum Creek Sportsman’s Map will be used to raise public awareness.

Annually, Plum Creek personnel will have meetings with state fire control officials to discuss their respective activity plans. Equipment and operational locations will be reviewed. During times of very high fire danger, logging contractors will be expected to police their operations during non-working times and know the location of equipment suitable for fire suppression. The public will be prohibited from building out door fires in fire hazard areas.

Plum Creek personnel will annually correspond with the Maine Forest Service concerning the upcoming fire season.

Element B – Utilization

Plum Creek's utilization program is designed to provide the maximum net return from its harvested volumes consistent with environmental concerns and prudent business practices.

A portion of the annual pulpwood harvest is subject to a fiber supply agreement with the previous owner of the Protected Property. Remaining volumes are available for sale to other markets. Aside from the long-term fiber agreement Plum Creek believes that long-term relations with specific mills are critical to achieve the highest return on sales over the long term. The utilization program has several key components that contribute to its overall success.

Element C – Forest Practices

Plum Creek's forest management practices are designed on a landscape scale to allow for a continuing, renewable, and long term source of forest products as contemplated by the SFIS.

Forestry operations are supervised by Plum Creek employees having either a B.S degree in forestry, a state approved Professional Forester License or under the direction of a forester having either of the two aforementioned credentials (all called area foresters).

The forest area is broken into areas of a size requiring the supervision of one "area forester" averaging about 40,000 acres.

Area foresters are required to determine the silvicultural prescriptions for the harvests within their designated areas. Harvest prescriptions are recorded on a harvest prescription form. This prescription forms the basis from which to determine the success of the proposed operation and determines the future direction of the stand(s). Area foresters are expected to fully understand the interaction between the silvicultural characteristics of managed species, soils properties and phisographic features of the harvested area. Science-based alternatives having higher returns are encouraged. In addition, all applicable laws, rules and ordinances are followed.

Area foresters are given periodic educational opportunities to further their understanding of silvicultural options available to them. This is accomplished by periodically accessing groups such as Cooperative Forestry Research Unit (CFRU), National Council for Air and Stream Improvement NCASI), the Manomet group, industrial landowners and expert internal resources.

Area foresters are required to know and comply with all forest practice type regulations, including those specific to riparian zones.

Plum Creek maintains and periodically updates its forest inventory on the Protected Property through a combination of initiatives including incorporation of harvest information, growth, sales, purchases, catastrophic events, cultural treatments, interim inventories, etc. The inventory is maintained by species and products for the major forest types found on the Protected Property. The forest types are identified by major species groups, height, and density. Soils maps are available to area foresters.

Forestry staff currently use the Woodstock model to predict future inventory levels. This model has been used since mid-2001. The Woodstock model is run periodically to estimate future inventory for the next 20 years or more. Such runs incorporate the previously mentioned updates plus annual inventory changes, updated growth curves and anticipated management initiatives. Harvest levels are flexible in order to maintain a targeted level of inventory at the end of the planning period. Harvest and silvicultural activities are tracked annually and checked against recommended levels.

Staff periodically updates forest management maps to reflect, new harvests, road activity, silviculture projects, sales, purchases, changes in regulated zones, special habitat locations and other land use changes.

For all regeneration harvests, stand prescriptions sheets will specify either natural

or artificial regeneration. Most regeneration will be accomplished using natural regeneration. No exotic species are currently being planted but could be in the future. Occasionally, natural softwood regeneration is inadequate and in-fill planting of compatible softwood species takes place. No hardwood species are planted.

Foresters are encouraged to rely on natural regeneration and reverting to planting in situations where either substantial productivity or quality gains can be realized. For natural regeneration, species will be favored that normally occupy the type of site being regenerated. Higher value species will be favored provided species/site relationships are compatible. Pre-commercial thinning, herbicide use and early commercial thinning are available options if value gains can be realized.

Planting stock comes from seed that has been improved through the selection of parents exhibiting superior growth and form characteristics. This seed comes from Plum Creek's Maine seed orchard and other sources if needed. Certain species such as red pine that have little or no genetic variability are either purchased or collected during forest harvests from Company land. No biotech originated seed is currently used, but may be in the future if appropriate and only in compliance with all laws and regulations. The company controls its seed sources to insure better quality seedlings for its planting program. Its white spruce seed source originated from plantation stock exhibiting superior growth and form characteristics. On sites having documented nutrient issues, slash is either returned or left in place, depending on the harvesting equipment used.

Grantor shall provide notice to Holder prior to the planting of any exotic species or use of biotech originated seeds. Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable, provided that the ultimate decision to plant exotic species or use biotech originated seeds shall be made in the sole discretion of the Grantor.

Reforestation of clearcuts will meet the Forest Practice Act (FPA) requirements for acceptable growing stock. For other regeneration harvests, regeneration will be addressed in the prescription sheet and be consistent with any legal requirements. Unless in conflict with other objectives, adequacy of regeneration is judged on its meeting state and local laws and protocol requirements where they exist. All clearcuts (State of Maine definition) are checked by area foresters for compliance within 5 years of harvest. The mapping system is programmed to alert foresters, two years after harvest, as to areas requiring regeneration checks. Compliance information is kept at the unit level. Forestry staff tabulates the regeneration type harvests for state reporting purposes.

The company is involved in several research projects to improve forest productivity. Membership in the Cooperative Forestry Research Unit (CFRU) funds projects in fertilization, hardwood improvement, commercial and pre-commercial thinning, herbicide trials and site evaluation tools. Several of these projects are located on Plum Creek lands. Periodically, area foresters are given updates on evolving applied forestry research, which alternates between field and office presentations. Visitations to other public and private land ownerships take place as well.

Growth plots are maintained on maturing Plum Creek plantations and PCT sites to develop better growth information.

Element D – Legal Compliance

All activities carried out by employees on behalf of Plum Creek will be carried out in conformance with applicable laws. Whenever appropriate, compliance will be part of the job's requirements as reflected in goals or other appropriate mechanism. Each office will maintain a compliance file that records any reported infraction and the outcome including mitigation obligations.

Legal compliance will be checked through a variety of processes. Periodic field and office checks by company personnel will be made to determine compliance. Issues needing attention will be immediately addressed and corrected. Any compliance issue will be communicated to other offices that could have the same problem. Periodically, upper management for the region will be appraised on compliance and actions to correct deficiencies and maintain acceptable performance. A file will be maintained to document office and field checks, actions required and taken and annual reports to and from upper management.

Element E – Wildlife Practices

Plum Creek's forest management practices are designed on a landscape scale to address the protection of identified wildlife habitat and unique natural areas as contemplated by the SFIS.

An objective of the SFIS is to ensure that forest management practices will "manage the quality and distribution of wildlife habitats and contribute to the conservation of biological diversity by developing and implementing stand- and landscape-level measures that promote habitat diversity and the conservation of forest plants and animals including aquatic fauna." The SFIS provides general performance measures and indicators to meet this objective. Plum Creek will manage the Protected Property consistent with the SFIS objective, performance measures and indicators.

Plum Creek manages its resources while considering fish and wildlife through judicious control of road access, timber harvest management, and cooperation with state and federal fish and wildlife agencies.

Plum Creek's forest management program promotes the perpetuation of native species and forests stands/types. A modest planting program is carried out and currently only uses native species. Silvicultural prescriptions necessary to insure the success of this management program are detailed in the stand prescription sheets.

The Protected Property is periodically surveyed to update its forest cover types. These cover types are in turn transformed into metrics compatible with DeGraaf's Matrix for terrestrial vertebrates. This information is the foundation from which to evaluate how the land base is addressing the habitat needs of a broad range of species. The Company's land base is very extensive and contiguous providing a singular opportunity to positively impact biodiversity and wildlife habitats on a landscape scale. Plum Creek further extends its influence beyond its boundaries by working with other landowners through the SFI State Implementation Committee (SIC) outreach educational and training programs.

Maine's Department of Inland Fisheries and Wildlife (DIF&W) identifies species of special concern including threatened and endangered species and provides regulatory and non-regulatory standards, guidelines and Best Management Practices (BMPs) for habitat management. Specific to Plum Creek lands, Eagles, white tailed deer and vernal pools require special habitat considerations. Riparian zones are provided special regulatory and non-regulatory protection to promote habitat opportunities for both terrestrial and aquatic species. All regulatory requirements, BMPs and guidelines are addressed in stand prescriptions where opportunities for their application exist.

The Manomet group has provided a list of habitat elements to maintain across the landscape (a copy of which is attached hereto in Appendix B). As foresters field review future operating sites, habitat elements, if present, are considered for retention. Stand prescriptions and inspection reports indicate where elements have been addressed.

The "Biodiversity in the Forests of Maine, Guidelines for Land Management" publication is also available to area foresters.

Fire has not been a significant long-term factor in shaping forests in the state of Maine. There are several tree species on the land base that are regenerated through disturbance regimes including but not exclusively through fire. Two species, jack pine and red pine are very clearly associated with fire but through a previous planting program, both species are now better represented on the landscape than at any previous recorded time. Consequently, species dependent on fire and disturbance related habitats should be well provided for.

Element F – Significant Natural Communities and Rare/Threatened Species

Plum Creek's forest management practices are designed on a landscape scale to be consistent with the maintenance of a healthy and biologically diverse forest as contemplated by the SFIS.

Locations of critically imperiled and imperiled species (G1 and G2) are identified through Maine's Natural Heritage Program and made known to field personnel. Guidelines developed by the DIF&W are distributed to affected field personnel for their consideration when significant operations are being planned.

Plum Creek lands have been surveyed for significant natural community types by the State's Natural Area's Program. Where active management of these types is planned, the Heritage Staff is consulted. The Natural Heritage Program is periodically contacted to update Plum Creek files and maps.

As imperiled species and significant natural communities are located they are placed on Plum Creek maps and are available to area foresters.

Late successional forests have been identified and methodologies to retain specific structural elements on the landscape are being developed through the Manomet group. Future inventories will gather information that will enable the use of Manomet's Late Successional Index to quantify the extent of this resource.

Element G – Manomet's Habitat Elements

The Manomet Center for Conservation Sciences has provided Plum Creek with five guidelines for retaining important habitat features on the landscape, a copy of which is in Appendix B hereto.

Element H – Water Quality

Plum Creek's forest management activities are designed on a landscape scale to address the preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters as contemplated by the SFIS.

Plum Creek will maintain its compliance with the voluntary BMP's. (Current State of Maine Forest Service Publication regarding Best Management Practices as amended.)

Non-forested wetlands, including bogs, fens, vernal pools and marshes of significant size, perennial streams, rivers, lakes and ponds are mapped by state agencies including LURC, DEP and local towns. This information is recorded on Plum Creek's mapping system and available for field use. Each unit office will have all applicable BMPs and regulations (including agency maps) available to its area foresters and contractors. Town and county ordinances and state rules and regulations will be followed without exception. Operational activities will be preplanned using a combination of resources including soil maps, aerial photos, ground reconnaissance and regulatory information. Critical resources including regulated water bodies and non-forested wetlands within areas proposed for forestry activities will be reviewed and plans developed to insure legal and BMP compliance.

During the planning stages, proposed operating areas are reviewed for required compliance with water quality regulations and for BMP implementation. Pre-harvest consultation with contractors, flagging of riparian zones, harvest prescriptions and inspection reports will also be used as planning tools.

Operational activities and outcomes will be documented through harvesting prescriptions and inspection documents. Stand prescriptions will note compliance needs and inspection reports will reflect actual field compliance and needed corrections, if required. Stand prescriptions and road plans address how water bodies and their respective riparian zones will be managed as operations are carried out. Additional compliance checks are done periodically by staff.

All forest operational activities are required to follow BMP Guidelines consistent with EPA requirements and published by State Agencies in all material respects. Area foresters are expected to tailor their use of BMPs to the specific operational site. Area foresters are encouraged to use the best methodology to protect soil productivity and water quality

Area foresters are expected to protect site productivity and water quality by minimizing rutting, soil compaction, soil movement (especially in or adjacent to riparian zones), concentration of flow and bare soil.

Forestry activities will be concentrated during periods having generally the best

operating conditions. Whenever weather events are such that operations would likely cause site degradation or impact water quality, foresters using their reasonable judgment will determine, on an operation by operation basis, if certain activities need to be curtailed.

BMP audits in Maine have shown that road construction and maintenance at water crossings sites are the most common sources of sedimentation. Yards and roads will be kept to the minimum sizes consistent with operational needs to reduce the risk of sedimentation. Adequate filter strips will be maintained in riparian areas and exposed soil stabilized.

Periodic training will be provided to area foresters and contractor personnel in BMP and regulatory compliance. Staff will work with resource agencies and the SIC to facilitate BMP training efforts and programs.

Contracts will state the need for contractors to comply with regulations and BMPs. Contract provisions do not allow payment for services that are not in compliance with BMPs and regulations.

In addition, the following requirements shall apply:

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

III OTHER RESOURCES

In accordance with the Forest Legacy Program, the following describes Plum Creek's objectives and actions for various resources.

A Soil

Plum Creek will maintain soil and site productivity by minimizing soil disturbance.

B Aesthetic Quality

Plum Creek recognizes aesthetic values along major travel corridors and manages these areas by using appropriate design standards and harvest methods.

C Recreation

Plum Creek will continue to allow for the responsible use of the Protected Property for both commercial and non-commercial recreation such as fishing, hunting, and camping as set forth in the Easement.

D Minerals

Minerals will be extracted as permitted in the Conservation Easement.

E. Historic and Archaeological Resources

Plum Creek's management practices on a landscape scale will address the conservation of significant historic and archaeological resources as contemplated by the SFIS.

IV PLAN GUIDELINES and METRICS

Plum Creek agrees to the following guidelines and metrics to measure its activities. These guidelines and metrics are not intended to restrict fiber production but to provide measures to ensure the Plan objectives are met. If the forest practices are found to vary from these guidelines, the Liaison Committee will develop a plan to bring the practices into compliance.

1. Prepare an annual report on the regeneration of class II clearcuts consistent with regulatory requirements.
2. Provide notice of pending pesticide applications.
3. Maintain a current list of exemplary community types and rare and threatened species sites identified on the Protected Property by the Natural Areas Program.
4. Annually provide the average size of clearcuts
5. Annually provide an accounting of in kind services and funds used to promote forestry/wildlife related research.
6. Annually report any regulatory fines and required mitigation efforts

7. Annually report on staff and contractor training that pertains to forestry related activities.

Catastrophic events such as fire, disease, and insect infestation may require modifications of the above guidelines and such situations need to be addressed by the Liaison Committee.

V EASEMENT AND MONITORING

The Easement is intended to maintain the “status quo” by providing for perpetual and responsible forest management across the Protected Property. The Easement acquired by Holder will restrict the development rights on the Protected Property, which will preclude residential and commercial development that is not associated with resource management.

Holder will monitor the terms of the Easement and this Plan on at least an annual basis. A Liaison team representing Holder and Plum Creek will be established to deal with management issues (e.g. issues related to forestry, public access including motorized access to the Protected Property, etc.) that may arise over time. The Liaison Team shall meet annually or at such other frequency as the parties shall mutually agree. It is expected that this Plan will be amended over time to better represent current knowledge and conditions on the ground.

Any amendment to this Plan must have the consent of both parties and must be in writing and signed and acknowledged by the parties. If there is any inconsistency between the terms of this Plan and the Easement, the terms of the Easement control. Holder will keep a current Plan in its files and will make the then current Plan available to successors in interest to the Protective Property.

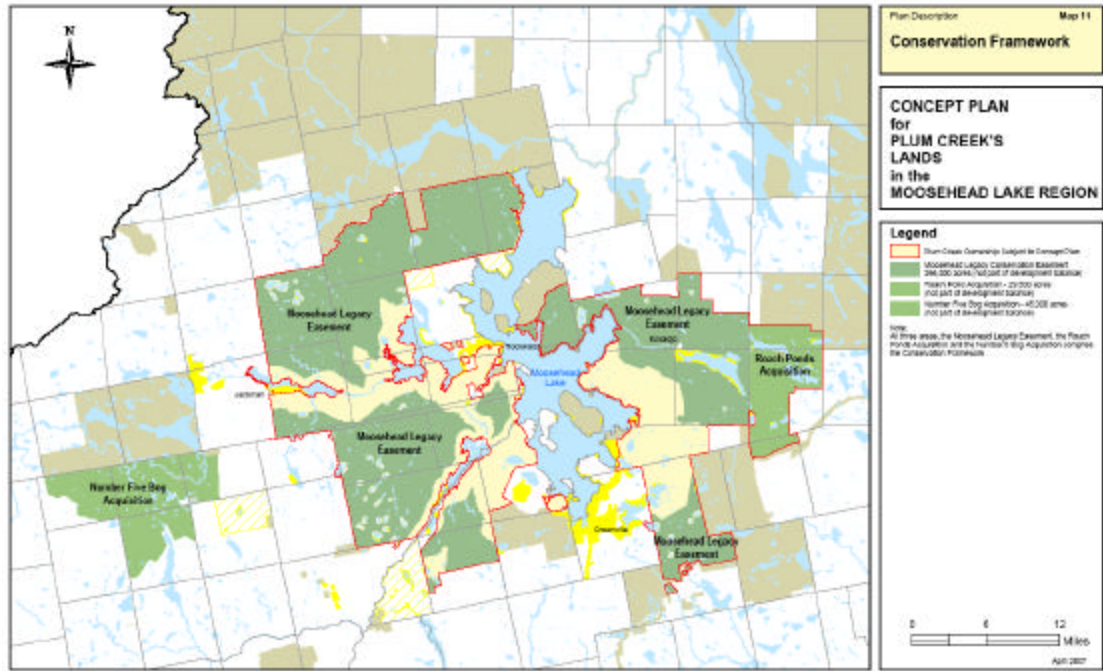
LANDOWNER: PLUM CREEK MAINE TIMBERLANDS,
L.L.C.

By: _____

HOLDER: THE NATURE CONSERVANCY OF THE
PINE TREE STATE, INC

By: _____

Appendix A- Map of Protected Property



Appendix B– Manomet’s Habitat Elements

Shifting Mosaic Interim Guidelines

The success of the guidelines below depend on the foresters’ awareness of their towns and their commitment to long-term planning.

Don’t eliminate any habitat from the landscape

Don’t take the last of any habitat type. This requires having a good sense of what timber types and riparian types exist in an area, as well as a sense of what forest stands may be “in the pipeline” to add to or replace the limited habitat.

Develop harvest “zoning” to minimize long-term habitat fragmentation

Large units are OK. Planning ahead for the harvest that will be adjacent to the current block will allow good cohesion in a landscape plan. Think about the how the sequence of age classes and timber types will develop over time.

Apply special attention to existing older forest types

Harvesting of older stands should be planned in relationship to adjacent timber types. Ask yourself whether logging that particular stand today will “*eliminate that habitat type from the landscape.*” If the logging will not eliminate the habitat, it may be appropriate to harvest.

Explore feasibility of retaining ecologically important features

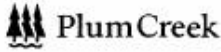
Surrounding important features with retention patches is one way of preserving significant features such as denning sites, vernal pools, patches of unique vegetation, etc. Unique features can become the center of clearcut buffer strips, or serve as an “island” within a more intensively managed parcel. The forester must decide whether to leave a partial cut buffer or a “no entry” buffer. A partial cut buffer is generally acceptable if the logging does not compromise the integrity of the feature.

Retain large trees, snags, downed woody debris

Where they don’t pose a hazard to the harvesting operation, leave snags or future snags (oversize and culls). Haul back slash where it will benefit the site.

Shifting Mosaic Guidelines 10/3/00

Appendix – Prescription Sheet



45 Capital Road
WEST FORKS, ME 04685
PHONE: (207) 683-4408

FOREST PRESCRIPTION SYSTEM

GENERAL IDENTIFICATION SECTION

#1

CONTRACTOR:	<input type="text"/>	DOING BUSINESS AS:	<input type="text"/>
SALE:	<input type="text" value="DRAFT"/>	TOWNSHIP:	<input type="text"/>
FORESTER:	<input type="text"/>	BRAND #:	<input type="text"/>
ROAD #:	<input type="text"/>	STATE NOTIFICATION #:	<input type="text" value="#N/A"/>
HARVEST DATE:	<input type="text" value="Jan-00"/>	ORIGINAL STATE / LURC NOTIFICATION DATE:	<input type="text" value="1/1/2006"/>
HARVEST BLOCK #:	<input type="text"/>	EFFECTIVE AMMENDED DATE:	<input type="text"/>

PRE-HARVEST SECTION

LURC/DEP ZONES:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
SEASON OF OPERABILITY:	<input type="text"/>			
CROWN CLOSURE:	<input type="text"/>	BASAL AREA:	<input type="text"/>	
STAND DESCRIPTION:	<input type="text"/>			
WINDTHROW POTENTIAL:	<input type="text"/>			
EROSION CONTROL PLAN:	<input type="text"/>			

HARVEST SECTION

HARVEST SYTEMS:	<input type="text"/>	<input type="text"/>	<input type="text"/>
HARVEST TYPE:	<input type="text"/>		
HARVEST SIZE:	<input type="text"/>	ACRES	SEP. ZONE SIZE: <input type="text"/> ACRES
HARVEST GOALS & INSTRUCTIONS	<input type="text"/>		
RESIDUAL CROWN CLOSURE:	<input type="text"/>	RESIDUAL BASAL AREA:	<input type="text"/>

FUTURE TREATMENT/REGENERATION SECTION

Regeneration Type:

IN CHARGE FORESTER: LICENSED FORESTER / RESOURCE MANAGER:

SIGNATURE: _____ SIGNATURE: _____
LICENSE #: _____ LICENSE #: _____



PO Box 646
Bingham, Maine 04920
Tel. (207) 672-5512 Fax (207) 672-4048

FIELD INSPECTION REPORT

SALE NAME: _____		BRAND NUMBER: _____	
INSPECTION DATE: _____		TOWN: _____	
FORESTER: <u>B.Savoy</u>		ROAD # _____	
CO OP / CONT. _____		EQUIPMENT MIX: () R.O.W. () Hand Crews () Mechanical () Processor / Forwarder () Line Machine	
VOLUMES ON YARD: () Below Normal (X) Normal () Excessive			
<input type="checkbox"/> Initial Inspection		<input type="checkbox"/> Interim Inspection	
<input type="checkbox"/> Final Inspection			
Has Harvest Plan been reviewed with Contractor / Supervisor / Foreman:			
S = <u>Satisfactory</u>		U = <u>Unsatisfactory (requires corrective action as noted below in comments)</u>	
N = <u>Needs Improvements</u>		N/A = <u>Not Applicable</u>	
HARVESTING		HARVESTING	
Comments		Comments	
Ditch clean/Culverts open/not crushed		Is prescription being followed	
Grass seeded where needed		Landing location/sized appropriately	
Are skidders using road surface		Are residuals being protected	
Water - Bars installed in trails	USED SLASH	Tops distributed into site	SPREAD IN TRAILS
Skid trail & landing drainage provided		Spacing between skid trails	
Excessive rutting		Skidding minimized soil impact	
Retention meets State Laws		Proper tree selection	
Landings clear of debris		Proper skid trail locations	
RIPARIAN ZONES		GENERAL	
Comments		Comments	
Stream clear of logging debris		Yard Sign with Brand # on site	
Soil disturbance minimized		Are all logs being marked	
Proper location for stream crossing		Log Spec book on site	
Adequate leave strip width		Weekly delivery sheet on site	
Vegetation maintained for stability & shade		Budgeted Vol. being delivered	
UTILIZATION		Comments	
Maximum High-Grade recovery			
Are logs being trucked within a timely fashion			
Are logs being sorted by species / grade			
Is wood being processed to maximize value			
Proper felling of trees to minimize butt damage			
SAFETY		Comments	
<i>PERSONAL</i> - Hard Hats, Chaps, First Aid Kits, Hung Trees, etc.			
<i>EQUIPMENT</i> - Oil Spill Kit, Skidder Blade down when stopped, etc.			
<i>PUBLIC SAFETY</i> - proper signs, speed, etc.			
LURC-DEP-FPA STANDARDS		Comments	
Adequate volume being maintained in separation & leave areas			
Were all Unsatisfactory conditions corrected? _____			

Comments: _____



PO Box 644
 Herington, Mo 64726
 Tel: 660-255-0501 Fax: 660-255-4947

Road Inspection Report

New Construction Re-Work <input type="checkbox"/>	BMP Work Winter Road <input type="checkbox"/>	Maintenance <input type="checkbox"/>
Date: 10/8/2005	Contract # _____	Inspected by: E. Bavy
Contractor: _____	Permit Number: _____	U.N.C. or D.E.P. Notification Date: _____
Turn: _____	U.N.C. or D.E.P. Notification Number: _____	
Forester: E. Bavy		
Reviewed Project with Contractor / Supervisor / Foreman: _____		
Initial Inspection: <input type="checkbox"/>	Interim Inspection: <input type="checkbox"/>	Final Inspection: <input type="checkbox"/>
Excavation		
Summer: <input type="checkbox"/>	Winter (excavating only): <input type="checkbox"/>	Winter (excavation): <input type="checkbox"/>
Drain Work: <input type="checkbox"/>	BMP Work: <input type="checkbox"/>	
Average Width: _____	Average Depth: _____	Meets Contract Specs: _____
Ditches Adequate: _____		Surface Compacted: _____
Tractor Trailer Turn & Round: _____	Width in Feet: _____	Depth in Feet: _____ # Per Mile
Surface Material Satisfactory: _____		Grade Edge Dips Installed: _____
Meets All U.N.C., D.E.P. & B.M.P. Standards: _____	<i># NO Comment Below:</i>	
Bridges & Culverts		
Bridges & Box Culverts:		
Built To Contract Specs: _____	Wings Properly Installed & Stabilized: _____	
Flip - Rip Satisfactory: _____	Grade Beam Ditch Installed: _____	
Graded & Sealed: _____	Left-over Material Returned: _____	
P-Box & Ditch Relief Culverts:		
Proper Location: _____	Proper Depth: _____	Proper Length: _____
Sealed & Graded: _____	Bottom where needed: _____	Ends of culvert properly oriented: _____
90 Degree Angle Where Needed: _____	Properly Stabilized: _____	Properly covered: _____
Compacted When Installed: _____	Emergency Dischargers Installed when needed: _____	
Meets All U.N.C., D.E.P. & B.M.P. Standards: _____	<i># NO Comment Below:</i>	
Gravel		
Average Width: _____	Average Depth: _____	Grade Beam Ditch Maintenance: _____
Gravel Installation Meets Contract Specs: _____	Adequate Road Left in Acceptable Condition: _____	
Safety / Environmental Comments: _____		
General Comments: _____		

PlumCreek PRE-HERBICIDE SITE INSPECTION	PlumCreek POST HERBICIDE SITE INSPECTION	PlumCreek REGENERATION SURVEY
Date: _____ Township: _____ Forester: _____ Road #: _____ CUT#: _____ Estimated Acres: _____	Date: _____ Township: _____ Forester: _____ Road #: _____ Block#: _____ Actual Acres: _____	Date: _____ Township: _____ Forester: _____ Road #: _____ CUT#: _____ Category: _____ Road #: _____ 2
Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> Soil Class: _____ % class I _____ % class II _____ % class III First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/> Comments: _____	Herbicide Block #: _____ Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/> Comments: _____	Harvest Type Clear Cut <input type="checkbox"/> Leave Tree <input type="checkbox"/> Overstory Removal <input type="checkbox"/> Salvage <input type="checkbox"/> Seed Tree <input type="checkbox"/> Acres Selective Tree <input type="checkbox"/> Shelterwood <input type="checkbox"/> 1st Comm. Thinning <input type="checkbox"/> 2nd Comm. Thinning <input type="checkbox"/>
Desired Species Present: Spruce <input type="checkbox"/> Fir <input type="checkbox"/> Red Pine <input type="checkbox"/> White Pine <input type="checkbox"/> Jack Pine <input type="checkbox"/> Larch <input type="checkbox"/>	RATE THE OVERALL PERFORMANCE OF THE TREATMENT 1 - Being non-effective 10 - Complete Control Control of undesired species: Pin Cherry <input type="checkbox"/> Birch <input type="checkbox"/> Poplar <input type="checkbox"/> Beech <input type="checkbox"/> Soft Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Raspberry <input type="checkbox"/> Grass <input type="checkbox"/> Crop tree damage? <input type="checkbox"/>	Species _____ Height _____ Density _____
Estimated Height & Density: _____ Undesired Species Present: Pin Cherry <input type="checkbox"/> Birch <input type="checkbox"/> Poplar <input type="checkbox"/> Beech <input type="checkbox"/> Soft Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Raspberry <input type="checkbox"/> Grass <input type="checkbox"/> Other <input type="checkbox"/>	Comments: _____	Regeneration meet FPA requirements: <input type="checkbox"/> YES <input type="checkbox"/> NO
Estimated Height & Density: _____	Comments: _____	Comments: _____
Site Description: _____	Recommendation: _____	Recommendation: _____
Sensitive Areas: _____	Recommendation: _____	Recommendation: _____
Estimated year to spray: _____ Attach Map of Area	Signature _____ Attach Map of Area	Signature _____ Attach Map of Area

Introduction

The following procedures are proposed for performing a forest inventory of lands on S. D. Warren Company Lands in Maine. The purpose of the cruise is to provide species specific tonnages by broad forest strata for sawlogs, boltwood, pulpwood, and, fuelchips by 1" diameter classes.

Sample Location

- The cruise consists of approximately 4,000 temporary sample points. Cruise lines were randomly located. Non-forest areas were excluded from the cruise, and no plots were to be taken in these areas. Any plots that fell into a mapped, nonforest area are excluded from the cruise results.
- Each cruise line consists of up to ten 15 BAF sample points for sampling trees over 3.6" DBH, and a 1/900th acre Rectangular plot for sampling trees from 2 ft in height to 3.5" DBH and coarse woody debris.
- In the event that a point fell into either a mapped, non-forest type or fell off the property, the cruiser attempted to relocate the point by moving in full chain increments first east then west of the marked point location. In the event that these guidelines proved inadequate for point relocation, the cruiser was to use his or her best judgment to locate the plot in an unbiased manner. It was clearly noted on the tally sheet whenever a point was relocated.
- Each sample point was marked on forest cover type maps provided to the cruiser. The cruiser was responsible for locating points as close as practical to the mapped point. Direction and distance from a readily definable access point to the initial point was recorded on the front of the tally sheet. Plastic flagging was hung at the access point with the point number and magnetic direction and distance to the point written on the flagging in permanent marker. The actual location of the sample point was plotted on a copy of the forest cover type map by the cruiser and returned to Sewall company.
- Each point center was marked by hanging at least 12 inches of plastic flagging at eye level. This flagging had the point number marked on it in permanent marker. The center of each point was marked with a branch inserted into the ground with plastic flagging attached to it. Additionally, flagging was hung at the 5 chain intervals on the path to the point.
- Any point falling within 1 chain of a road or other non-forest type was moved in a cardinal direction in full chain increments until it could be located at least one chain from the non-forest type. In the event that these guidelines proved inadequate for point relocation, the cruiser used his or her best judgment to locate the plot in an

unbiased manner. It was clearly noted on the tally sheet where the point was moved to.

Point Tally

- The following information was recorded at each point:
 1. Plot number as show on the forest cover type map provided.
 2. Date & Cruiser initials
 3. Forest cover type as follows:

Composition Class:	H	(>75% hardwood)
(Based on % of volume)	SH	(50-74% softwood)
	HS	(50-74% hardwood)
	S	(>75% softwood)
	PB	(>75% Paper birch)
	PL	Plantation
Size Class:	1	(regeneration to 1.5")
	2	(1.5" to 30")
	3	(> 30" with dbh >4.5" and < 9.5")
	4	(dbh > 9.5")
Density:	A	(70-100% crown closure)
	B	(40-69%)
	C	(20-39%)
	D	(0-19%)
4. Suffix:	S	Swampy
	CS	Cedar Swamp
	T	Thinned

Sapling Tally

- All trees on the 1/900 acre rectangular plot (6.0' by 8.07') over 2 feet tall and under 3.59" DBH were tallied. The plot was laid out using a 8.07' line attached to a pin at each end. One end of the line was anchored at point center and the opposite end was anchored magnetic north of the point center. A 6 foot rod, marked in the center was used to determine which trees were in the plot. In order to facilitate check cruising, the cruiser marked the north end of the rectangular plot with flagging attached to a stick and placed in the ground at the point of the second pin.

Code	Species	Code	Species	Code	Species
WP	White pine	RM	Red maple	BW	Basswood
HE	Hemlock	WB	White birch	EH	Eastern Hophornbeam
RS	Red spruce	YB	Yellow birch	SM	Striped maple
WS	White spruce	BE	Beech	WI	Willow species
BS	Black spruce	RO	Red oak	FC	Fire or Pin cherry
BF	Balsam fir	QA	Quaking aspen	MM	Mountain maple
RP	Red pine	BT	Bigtooth aspen	MA	Mountain ash
JP	Jack pine	BP	Balsam poplar	DE	Dead tree
CE	Cedar	WA	White ash	OH	Other Hardwood
LA	Larch	BA	Brown ash	US	Unknown softwood
OS	Other softwood	GA	Green ash	UH	Unknown hardwood
		BL	Black ash	SA	Speckled alder
HM	Sugar maple	BC	Black cherry		

Table 1. Tree Species Codes and Species

Code	Species	Code	Species
RU	Rubus species	NR	N. wild raisin
CU	Currant species	SP	Spirea species
RE	Red elderberry	LA	Laurel species
CH	Choke cherry	CR	Cranberry
MB	Mooseberry	HO	Honeysuckle
SB	Sweet bay	VI	Viburnum species
UN	Unknown	CB	Chokeberry
WH	Witchhazel	YE	Yew
DO	Dogwood Species	LT	Labrador tea
HB	Hobblebush	SH	Shadbush
BH	Beaked hazelnut	BL	Blueberry

Table 2. Shrub Species Codes and Species

- For each tree tallied, the following information was recorded:

1. Tree species code (see tables 1 and 2)
2. DBH in 1 inch classes as follows:

Under 0.6	0 inch class
0.6 - 1.59	1 inch class
1.6 - 2.59	2 inch class
2.6 - 3.59	3 inch class

3. Tree height class as follows:

1	2 - 3	Ft
2	3 - 6	Ft
3	6 - 12	Ft
4	12 - 18	Ft
5	> 18	Ft

Other Woody Species Tally

- The presence of other woody species in the 1/900 acre rectangular plot was noted by recording the species code(s) of any other tree/shrub species that is less than 2 feet tall that occurred in the plot. The species code appears only once regardless of the number of stems of that species on the plot.
1. Tree species code (see tables 1 and 2)

Down Coarse Woody Debris Tally

- Any down (leaning greater than 45 degrees from vertical) coarse woody debris over 1 inch in diameter in the 1/900 acre rectangular plot was measured. The following information was recorded:

1. Type of debris as follows:

L	BoLe
T	Top
B	Branch
E	Entire tree

2. The "in" plot length of the debris. The length of the portion of the debris that falls inside the boundaries the 1/900 acre plot to the nearest foot.

3. The diameter of the piece at the midpoint of the length that falls inside the plot
4. The Maser class for the piece (See table 3)
5. The cause of the debris as follows:
 - S Sawn
 - N Natural break
 - U Unknown

Merchantable Tree Tally

- All live trees [leaning trees without root crown lifted, regardless of lean] and all dead trees that lean less than 45 degrees from vertical on the plot over 3.6 inches DBH were tallied. For each tree tallied, the following information was recorded:
 1. Tree species code (see table 1).
 2. DBH in 1 inch classes. Classes will be as follows:

3.6 - 4.59	4 inch class
4.6 - 5.59	5 inch class
38.6 - 39.59	39 inch class
39.6 and over	40 inch class
 3. The Maser code for the tree (See table 3).
 4. The presence or absence of cavities in the tree as:
 - Y Cavities present
 - N No Cavities present
 5. Product for each 8 foot section to the top of the tree as given in table 4. Guidelines for assigning products by section are given in Appendix A.

Figure 1 shows a sample completed tally sheet for one plot.

Code	Product	Species	Min. DBH Class	Min. Top	Min. Length	Description
V	Veneer	Hardwoods	11"	10.0"	8 feet	1 knot per 4' max. No seams allowed. Max. sweep 4"
L	Sawlogs	Hardwoods	11"	10.0"	8 feet	Minimum 2 sides clear
		Spruce & Fir	5"	4.0"	16 feet	Straight and Sound Free of excessive knots
		White Pine	9"	8.0" 10.0" for 12' or shorter logs	10 feet	Straight & sound No knots over 4". Knots must be over 18" apart
		Hemlock & other softwoods	9"	8.0"	16 feet	Straight & sound Free of excessive knots
T	Pallet/Tie Logs	All Hardwoods	8"	7.0" Max 16.0"	8 feet	0 and 1 side clear, must be straight & sound.
B	Boltwood	All Hardwoods	8"	7.0"	8 feet	Minimum 2 sides clear. straight & sound. Future veneer & sawlogs.
G	Growing Stock	All species	4"	3.0"	8 feet	Potential to produce a sawlog or better product in the future.
P	Pulpwood	All species	4"	3.0" Min. Max. 24" Hwd Max. 27" Sftwd	12 feet min.	Sections not meeting growing stock or better specs.
C	Cull	All species	4"	N/A	N/A	Over 50% rot or void in bole or any pulpwood quality piece over 24" diameter for hardwood or over 27" diameter for softwood.
X	Submerchantable	All species	4"	N/A	N/A	All sections above the limit of merchantability to the top of the tree.

Table 4. Products, Product Codes and Specifications

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
NAME OF SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS [this *Declaration*] is made this ____ day of _____ 20__, by **PLUM CREEK LAND COMPANY**, a Delaware corporation with a place of business in Piscataquis County, Maine, [*Declarant*].

WHEREAS, Declarant is the fee simple owner of certain real property located in **TOWNSHIP NAME, COUNTY NAME** County, Maine, which real property is more particularly described in Exhibit A attached hereto [the *Property*]; and

WHEREAS, the Property is part of the land area included within the Concept Plan for Plum Creek's Lands in the Moosehead Lake Region, approved by the Land Use Regulation Commission on _____, 2007 [the *Concept Plan*]; and

WHEREAS, the Concept Plan authorizes certain development activities, including subdivision development, subject to the provisions of the Concept Plan; and

WHEREAS, pursuant to the Concept Plan, the Land Use Regulation Commission [*LURC*] approved Subdivision Permit SP ____ on _____, 20__ [the *Permit*] authorizing the creation of a subdivision of the Property, consisting of residential lots, common area and open space parcels, and related development activities [collectively, the *Subdivision*], subject to the terms of the Concept Plan and the Permit; and

WHEREAS, in connection with the Concept Plan and the Permit, Declarant wishes to establish a uniform scheme of development in order to preserve natural character attributes of the Property, to ensure compliance with the Concept Plan and the Permit, to establish quality standards for the wholesome development of the Property, to provide for the continued stewardship and maintenance of the Property, and to promote the interest and welfare of each owner of a part of the Property, and therefore desires to subject the Property to covenants, conditions and restrictions, and to establish common easements among the owners of Lots in the Subdivision, as set forth herein; and

WHEREAS, Declarant wishes to establish and/or retain certain rights and easements for the benefit of retained land of Declarant not included within the Subdivision or the Property, including all adjacent land of Declarant [*Declarant's Retained Land*];

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased, and otherwise used and disposed of subject to the covenants, conditions, and restrictions, and the common easements and other provisions set forth herein, all of which are declared to be in furtherance of a uniform scheme of development upon each and every portion of the Property, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion of the Property, which covenants, conditions, and restrictions, and common easements and

other provisions shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property, and to the extent applicable, shall forever benefit Declarant's Retained Land.

1. DEFINITIONS. In addition to definitions used elsewhere in this Declaration, the following terms shall have the following meanings:

1.1 Association. The term "Association" shall mean and refer to *SUBDIVISION NAME Owners Association*, a non-profit corporation organized and existing under the laws of the State of Maine, its successors and assigns, established pursuant to Section 4, below.

1.2 Board. The term "Board" shall mean and refer to the Board of Directors of the Association.

1.3 Building. The term "Building" shall mean and refer to any structure or other similar improvement located on the Property.

1.4 Bylaws. The term "Bylaws" shall mean and refer to the bylaws of the Association adopted pursuant to this Declaration, as the same may be amended from time to time.

1.5 Common Areas. The term "Common Areas" shall mean and refer to any and all interests in real property, and improvements thereon, held by the Association for the common use and enjoyment of its all members, including all Roads, trails, greenways, and recreational areas located on the Property and maintained by the Association.

1.6 Common Expenses. The term "Common Expenses" shall mean and refer to the estimated and actual expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, as authorized under this Declaration and/or the Bylaws, and such other expenses as are deemed necessary or appropriate by the Board of Directors. Common Expenses shall include, without limitation:

- (a) All sums lawfully assessed by the Association against its Members;
- (b) Payments or obligations to reserve accounts established and maintained pursuant to this Declaration;
- (c) Expenses of administration, maintenance, repair, or replacement of the Common Areas, as well as access easements to real property owned by the Association;
- (d) Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- (e) Hazard, liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase, or as the Association may deem appropriate to purchase;

(f) Ad valorem taxes and public assessment charges lawfully levied against Common Areas; and

(g) Expenses agreed by the members to be common expenses of the Association.

1.7 Home. The term “Home” shall mean and refer to the individual single-family residential dwelling unit constructed on each Lot.

1.8 Lot. The term “Lot” shall mean and refer to each residential lot depicted on the Plans. Any Lot conveyed to an Owner shall be identified in the deed conveying such Lot as being a Lot in the Subdivision, and shall make reference to this Declaration, the Permit, and the Concept Plan.

1.9 Member. The term “Member” shall mean and refer to those persons entitled to membership in the Association as set forth in Section 4, below.

1.10 Owner. The term “Owner” shall mean and refer to the record owner or owners of fee simple title to any Lot and shall include Declarant so long as Declarant owns any portion of the Property, but shall not include any person or legal entity owning an interest merely as security for an obligation.

1.11 On-Site Caretaker/Manager. The term “On-Site Caretaker/Manager” means a person employed by the Association or an individual lot owner who is a member of the Association to provide on-going maintenance, property management, and caretaking services to the Association and its members in connection with the operation of the Subdivision. The On-Site Caretaker/Manager shall have such duties and responsibilities as may be determined from time to time by the Association.

1.12 On-Site Caretaker/Manager Housing. Housing located on property owned by a homeowners association or resort and occupied by an employee or an individual member of a homeowners association or resort, to provide on-going maintenance, property management, and caretaking services to the association, resort and/or its members in connection with the operation of a residential subdivision or resort. On-Site Caretaker/Manager Housing may be occupied by the employee (on-site caretaker/manager) and his or her family and temporary guests. On-Site Caretaker/Manager Housing may be associated with a common area facility, or may be located on a separate lot owned by the homeowners association or resort..

1.13 Plans. The term “Plans” shall mean and refer to those certain approved subdivision plans entitled “**TITLE OF PLAN**” dated **DATE OF PLAN** (as revised through **FINAL REVISION DATE**” prepared by **PREPARER**, approved by LURC on **DATE OF APPROVAL SIGNATURE** and recorded in the **COUNTY** County Registry of Deeds in Plan Book **BOOK**, Page **PAGE**, as the same may be amended, updated, and/or modified from time to time.

1.14 Roads. The term “Roads” shall mean and refer to any and all roads and roadways now or hereafter located on the Property, together with all associated easements and rights of way, all

as depicted on the Plans. The term “Roads” shall not include any private driveways located on any Lot.

2. PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS. The Property, and each Lot, whether now existing or hereafter created, is hereby made, and shall forever be, subject to the following protective covenants, conditions, and restrictions (subject to Declarant’s rights and reservations as set forth herein):

2.1 Use Restrictions and Requirements.

2.1.1 Single Family Residential Uses. Except as otherwise expressly set forth herein, each Lot shall be used only for single-family residential purposes. No more than one Home may be constructed on any Lot.

2.1.2 Divisions and Reconfiguration. Lots may not be further subdivided. Boundary lines between Lots may be reconfigured, and Lots may be combined, provided that no such reconfiguration or combination may result in (i) any non-compliance or non-conformity of any Lot with respect to any provisions of this Declaration, or any applicable rule or regulation of LURC, or other governmental body, or (ii) the creation of a new Lot.

2.1.3 Commercial Activity. No commercial activity of any kind may be conducted on any Lot, other than minor home occupations, if and as allowed under applicable zoning and land use laws and regulations, provided that no signs advertising or indicating the home occupation, display of goods, or other visual indicated of such use is visible from or beyond the boundaries of such Lot, and further provided that such activity does not generate any commercial traffic (motorized or pedestrian) to any Lot.

2.1.4 Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, shack, motor home, recreational vehicle (RV), single or double wide mobile home, lean-to, garage, bunkhouse, barn, or other out-building may be used at any time as a residence or other habitation.

2.1.5 Campers, Recreational Vehicles, and Boats. Campers, boats, motor homes, and recreational vehicles (RVs) may be stored on Lots provided such structures/vehicles are not stored for commercial purposes or used as habitation, and further provided that such structures/vehicles are stored in such a manner as to be screened from view from other Lots, the Roads, and any waterbody or public vantage point.

2.1.6. Animals. No poultry, swine, livestock, or other animals may be kept on any Lot or in any Home, except for dogs, cats, and other household pets may be kept on a Lot or within a Home provided that they are not kept for commercial purposes and further provided that they are at all times controlled in accordance with applicable laws, ordinances and regulations and are not a nuisance to other Owners.

2.1.7 Signs. No owner may display or allow to be displayed to public view beyond the boundaries of any Lot any signs, billboards, posters, or advertising of any character may be placed or maintained on any Lot except for “For Sale” signs and/or signs identifying the Lot and/or Owner thereof. No sign permitted hereunder may exceed 12-inches by 24-inches (except for “For Sale” signs, which may not exceed 24-inches by 24-inches), and no sign may be neon, brightly lit, or internally lit. The foregoing notwithstanding, Declarant and its agents may maintain, erect and display such signs as it deems appropriate as aids to the development, marketing, and sale of the Property and the Lots. All signs located on the Property must be in compliance with all applicable regulations, laws, and ordinances.

2.1.8 Nuisances. No noxious or offensive activities or nuisances may be permitted or carried on upon any Lot. “Noxious or offensive activities” shall include any activity or behavior which is inconsistent with both the reasonable pleasurable use of the Development by neighboring Lot Owners and their guests, and their reasonable expectations of quiet enjoyment of their Lot, free from excessively noisy behavior, significantly loud electronic music or other audio distractions, or other similar behavior or activity. No unlawful activity may be carried on on any portion of the Property.

2.1.9 Invasive Species. The introduction of invasive plant species is strictly prohibited within the Subdivision. All landscaping of any portion of the Property shall incorporate only native plant species, except for annual plants known to be non-invasive provided the same are kept in planters and raised beds. No new vegetation of any kind may be planted, dumped, placed, or introduced into any stream, lake, pond, or other body of water.

2.2 Improvements.

2.2.1 Construction. No construction may commence on any Lot unless and until all necessary permits for the same have been duly issued by LURC and/or other governmental body having jurisdiction thereover. The exterior construction (including roofing and exterior finish work) of a Home on any Lot, all grading of the Lot, and the construction of a driveway shall be completed within one (1) year from the date that excavation of the foundation begins; provided, however, that if such completion is delayed as a result of labor strikes, fire, natural disaster, or other force beyond the control of the Owner, the period for completion of construction shall be extended for a time equal to the length of any such delay; further provided, however, that such time limitation shall not apply to any Home constructed by Declarant.

2.2.2 Building Materials. All building materials shall comply with all applicable fire and life safety codes. All chimneys must be of stone, brick, or tile construction, or of stove pipe, and shall be installed and maintained under the applicable building, fire, and life safety codes.

2.2.3 Exterior Siding and Roofing Materials. All new or replacement exterior materials, including, without limitation, siding, window and door frames, windows, doors, fascia, and trim shall be painted or stained. Buildings shall be covered with siding, shingles, or other finish material (and shall not have as an exterior covering non-finish materials such as tar paper, house wrap, or roofing paper). Log construction shall be permitted. Roofing material may be slate, tile,

asphalt or asphalt-composite, painted metal, or other permanent roofing material, provided, however, that reflective materials shall not be permitted. All Buildings shall be weather-tight and of good quality construction. Exterior materials shall be a medium to dark, natural-looking color such that the Building blends in with the surrounding environment.

2.2.4 Exterior Lighting. Exterior lights shall be equipped with full cut-off features and shall be shielded to prevent glare beyond the Lot. Spot lights are prohibited.

2.2.5 Sewage Disposal and Water Supply Systems. Any sewage disposal system and/or water supply system installed and/or maintained on any Lot must comply with applicable laws and regulations. No portable toilet or privy may be maintained on any Lot, except for temporary use during initial construction of the Home. A sewage disposal system (including, without limitation, septic tanks and leach fields) or water supply system (including, without limitation, wells) may serve, or be share by, more than one Lot. Any sewage disposal system and/or water supply system installed and/or maintained on any Lot must at all times comply with applicable laws and regulations, and be regularly maintained.

2.2.6. Maximum Building Height. The maximum height of any Building located on the Property shall be 35 feet, measured at the original grade at the uphill side of the Building.

2.2.7. Conformance with LURC Regulations. All Buildings constructed on the Property shall comply with the Land Use Standards set forth in the Concept Plan.

2.2.8. Set Backs and Property Lines: All Buildings and structures (including any accessory structures) on Lots must be set back a minimum of 50 feet from the Roads, a minimum of 15 feet from all other property lines. All property lines shall be kept free and open and no fences, hedges, or walls are permitted thereon or within 20-feet thereof.

2.2.9 Accessory Outbuildings: The total, aggregate footprint of all accessory buildings on any one Lot may not exceed 1,000 square feet and no accessory building may exceed 25 feet in height. The footprint of an accessory building shall be determined by calculating the square footage of the area contained within the external dimensions of such building. For purposes of this Declaration, an accessory building is any building or structure located on a Lot other than one single-family residence and garage (whether attached or detached).

2.2.10 Walking Trails: Lot Owners may create walking trails upon their Lots, provided that any such trails located within 100 feet from the high water mark of any water body do not exceed three feet in width, and further provided that the topsoil is not disturbed in creating such trails and no part of the trail has a sustained grade of more than 10%.

2.3. Property Maintenance.

2.3.1 Maintenance Obligation. It shall be the obligation and duty of each Lot Owner to keep and maintain his/her Lot and all Buildings thereon, in a neat, clean, safe, attractive, and sightly condition, and in good repair. Such maintenance shall include, without limitation,

painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, driveways, and other exterior improvements.

2.3.2 Trash, Garbage, and Debris. No trash, ashes, garbage or other waste shall be dumped or stored or accumulated on any Lot. Trash, garbage, and other waste shall be kept in proper, sanitary containers, and removed regularly in a timely manner. All trash, ashes, garbage and other waste shall be transported off-site to the appropriate solid waste transfer station, or otherwise disposed of off-site in accordance with applicable laws and regulations.

2.3.3. Junk Vehicles. No stripped, partially stripped, wrecked, partially wrecked, or junk motor vehicle, or part thereof, may be kept or parked on any Lot.

2.4. Clearing. No clearing may be undertaken on any Lot except in compliance with the vegetation clearing, phosphorus control, and filling and grading standards established under the Concept Plan.

2.5 Roads and Driveways.

2.5.1 Road Use. No motorized vehicle, including motorcycles, motorbikes, scooters, and similar vehicles may be operated on any Roads, unless such vehicle is duly licensed and is operated by a duly licensed operator. Speed limits and other rules governing the use of the Roads shall be established by the Association from time to time, provided, however, that in no event shall the speed limit on any Road exceed 20 miles per hour. All such limits and rules shall be obeyed at all times by the Owners and Members, and their guests and invitees.

2.5.2 Parking. No vehicle may be parked or stored on any Roads. All vehicles shall be stored within the boundaries of each Lot.

2.5.3. Driveways. Driveways must be constructed and maintained so as to be accessible to fire trucks, provided that snowplowing shall not be required for driveways during periods of non-use.

2.5.4 Enhanced 9-1-1. All Lots shall comply with all applicable aspects of the County Enhanced 9-1-1 address and numbering systems.

2.6 Compliance with Laws. The Property shall be occupied and maintained at all times in accordance with all applicable federal, state, and local statutes, rules, regulations and ordinances.

2.7 Docks. No permanent docks may be built on or connected to any portion of the Property. Temporary seasonal docks shall be permitted in accordance with applicable state and local laws, rules, and regulations, and the provisions of the Concept Plan.

3. COMMON AREAS, ROADS, AND ON-SITE CARETAKER/MANAGER HOUSING.

3.1 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and Roads including the right of access, ingress and egress, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to this Declaration and the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational or other similar facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and the right to use the Common Areas by an Owner for any period during which any assessment against his or her Lot remains unpaid, for any period during which a violation or infraction of this Declaration, the Bylaws, or any Rules and Regulations of the Association remains uncured; and for a period not to exceed 60 days as a penalty for any violation or infraction of this Declaration, the Bylaws, or any Rules and Regulations of the Association;

(c) the right of the Association to grant an easement in, dedicate, or transfer all or any part of the Roads or Common Areas to any public agency, authority, or utility for municipal, governmental, or public utility purposes, subject to such conditions as may be agreed to by the Members;

(d) the right of the Association to limit the use of the Roads and Common Areas to Owners, Members, their families and guests, and to limit the number of guests of Members;

(e) the right of the Association, in accordance with the Bylaws, to borrow money for the purpose of improving the Common Areas and facilities thereon and in aid thereof to mortgage the Common Areas, and the rights of any mortgagee in the Common Areas shall be subordinate to the rights of the Owners;

(f) the right of the Association in accordance with its Articles of Incorporation or the Bylaws to impose Rules and Regulations for the use and enjoyment of the Common Areas and improvements thereon, which rules and regulations may further restrict the use of the Common Areas.

3.2 Delegation of Use. In accordance with the Bylaws, any Owner may delegate that Owner's right of enjoyment to the Common Areas and Roads to the members of the Owner's family and to the tenants, guests, or contract purchasers who reside at the Owner's Lot.

3.3 Open Space Common Areas. Common Areas designated as open space in the Permit, on the Plans, or in any deed conveying to the Association title to the Common Areas shall forever remain in their natural and undeveloped state, and shall not be developed, divided, or partitioned. Clearing on such Open Space Common Areas shall be limited so as to preserve the scenic resources thereof, subject to, and in accordance with, the Concept Plan; provided, however, that the Association may take such actions as are necessary to maintain the Open Space Common Areas in a manner to promote public health and safety, and the health of the vegetation growing on such Open Space Common Areas. No Lot Owner shall cut or remove any vegetation from, make any alterations to, or store any personal property on, any Open Space Common Areas without the express written consent of the Association, which may be given only after a unanimous vote of all Members.

3.4 Roads. Ownership of any of the Roads may be transferred to the Association by Declarant, in Declarant's sole discretion, in which event Declarant may reserve any and all rights and easements in and to the Roads as Declarant may determine in its sole Discretion, including rights of way and easements benefiting Declarant's Retained Land, and Declarant may grant rights in the Roads to third parties in Declarant's sole discretion. Declarant shall be responsible for the maintenance, upkeep, repair, and replacement of the Roads until the second Lot is sold or transferred by Declarant to an Owner, after which sale, the Association shall bear such responsibility; provided, however that Declarant shall bear no responsibility whatsoever for the winter maintenance of the Roads, including snowplowing and repairs caused by snow. Winter maintenance of the Roads, including snowplowing and repairs caused by snow, shall be the responsibility of individual Owners of Lots until such time as the Association elects, by a vote of 2/3 majority of the Members, to undertake responsibility for winter maintenance.

3.5 On-Site Caretaker/Manager Housing. The Association may hire an On-Site Caretaker/Manager and may, as a condition of employment, require that the On-Site Caretaker/Manager take up residence in On-Site Caretaker/Manager Housing. In such event, the Association shall be responsible for the construction, maintenance, upkeep and repair of the On-Site Caretaker/Manager Housing, and the costs associated with the same, and such costs shall be included within the annual budget approved by the Association. Any On-Site Caretaker/Manager Housing shall be owned by the Association and shall be located on Association-owned property.

4. OWNERS ASSOCIATION, MEMBERSHIP, VOTING

4.1 Purpose and Membership. The Purpose of the Association shall be as set forth in the Bylaws, and shall include the ownership, stewardship, maintenance and administration of the Common Areas, and the enforcement of the covenants, conditions, and restrictions set forth in this Declaration. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Subdivision shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be transferred automatically when the Owner conveys, devises, gives or otherwise transfers the Lot, even though such conveyance, devise or gift does not make mention of the membership rights of the Association. Such membership is not intended to apply to those persons or entities who hold an interest in any Lot merely as security for the performance of an obligation to pay money, such as mortgages or deeds of trust; however, if such secured party should realize upon its security and become the fee owner of a Lot, it and its assigns of the Lot will then be subject to all the requirements and limitations imposed in this Declaration on Owners of Lots within the Subdivision and on Members of the Association, including those provisions with respect to payment of annual charges.

4.2 Administration of Common Areas, Roads, and On-Site Caretaker/Manager Housing. The administration of the roads and common areas, including maintenance, repair, and upkeep of the Roads and provision for security of the property, the hiring and compensation of the On-Site Caretaker/Manager, if any, and the construction, operation, upkeep, and maintenance of the On-Site Caretaker/Manager Housing, if any, including the acts required by the Declaration, the Bylaws, and Articles of Incorporation of the Association, shall be performed by the Association. The

Association shall be required to maintain those roads as shown on recorded map at Map Book 8, Page 312, Wilkes County Registry, which serve as access to a lot or common area. Any road which is wholly within a lot, and which does not serve as access to another lot, shall not be maintained by the Association.

4.3 Rules and Regulations. The Association may adopt and enforce rules and regulations not inconsistent with this Declaration or Bylaws, which Rules and Regulations shall be binding upon all Owners, Members, and Lots.

4.4 Voting Rights. The Association shall have one class of voting membership. All Owners of Lots shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any one Lot, nor shall any vote be fractionalized.

4.5 Authority to Borrow Funds. The Association shall possess the right, as provided in the Bylaws, to borrow money for the purpose of improving the Common Areas and Roads and to mortgage any portions of the Common Areas necessary to secure loans for such improvements; provided, however, that no such borrowing or mortgaging shall be done without a prior vote of approval by two-thirds (2/3) of the Members at a meeting duly called for such purpose, in accordance with the Bylaws.

4.6 Violation or Delinquency. During any period in which a Member is in default in the payment of any annual, special or other assessment levied by the Association, that Member's rights to vote and all other rights and incidents of membership in the Association may be suspended by the Board until such assessment is paid. A Member's voting and use rights may also be suspended for violation of this Declaration and/or the Association's published rules and regulations; provided, that prior to any suspension for such violation, the Board (or a committee thereof) shall conduct a hearing regarding the alleged violation after giving the accused Member at least ten (10) days prior written notice specifying each alleged violation and setting the time, place and date of the hearing. At the hearing, the accused Member shall have the right to call and question his/her own witnesses as well as any opposing witnesses. A determination of violation as well as the terms of any suspension shall be made only by a majority vote of the Board. In addition or as an alternative to suspending a Member's voting rights and other privileges, the Board may impose a reasonable fine against any Member for a violation of this Declaration and/or the Rules and Regulations.

5. COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 Creation of Lien and Personal Obligation for Assessments. The Owner of each Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges for Common Expenses, (b) special assessments for capital improvements, and (c) any fines imposed or levied by the Association for violations of this Declaration or the Rules and Regulations. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the Owner. The annual and special assessments, together with interest, costs and reasonable attorney's fees, as well as any charges imposed under

Section 4.6 above, shall be a charge on the land and shall constitute a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was Owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to any successors in title (other than as the continuing lien on the land) unless expressly assumed by such successor.

5.2. Purpose of Assessments. All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members. Such purposes may include, but are not limited to: maintenance, landscaping and beautification of the Roads and Common Areas; construction, repair and replacement of improvements upon the Roads and Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the pavement of taxes assessed against the Roads and Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the provision of other services intended to promote the health, safety and welfare of the Members; and such other needs as may arise.

5.3. Determination of Assessment Amount. Prior to December 31 of each year the Board shall prepare a budget for the next calendar year and based upon such budget, the Board shall fix the assessment amount for each Lot by dividing the budget amount by the number of Lots in the Subdivision, without consideration of the location or size of any Lot.

5.4. Payment of Assessments. All annual and special assessments provided for herein shall commence as to all Lots on the first day of the month following the transfer of title to the first Owner (other than Declarant). The annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, payment of assessments shall be made annually to the Association or its designee, on or before the due date established by the Board; provided, however, that the Board shall fix the amount of the annual assessment at least thirty (30) days before the due date and written notice of the charge so fixed shall be sent to each Member.

5.5. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of acquisition of and any construction, reconstruction, repair or replacement of a capital improvement upon Common Areas or the Roads, including the necessary fixtures and personal property related thereto. Prior to the imposition of any such special assessment, two-thirds (2/3) of the Members voting at a meeting called to consider such assessment and at which a quorum was present, must vote their assent to its imposition.

5.6. Notice and Quorum. . Except as otherwise set forth herein or in the Bylaws, notice of any meeting shall be sent to all Members not less than 10 nor more than 60 days in advance of the meeting, and the presence of 20% of all Members entitled to cast votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and any number of Members attending such subsequent meeting, so long as such number represents at least 10% of all the outstanding votes shall constitute a quorum. No such

subsequent meeting shall be held more than six (6) months following the scheduled date of the preceding meeting.

5.6. Proxies. Members may attend and may vote in person or by proxy executed in writing by a Member. No proxy shall be valid after eleven (11) months from the date of its execution, or after conveyance by the Member of his/her Lot.

5.7 Continuance of Lien. The assessments and charges created herein shall constitute a continuing lien upon all Lots in the Subdivision and no Owner may waive or in any way reduce his/her liability for the assessment by non-use of the Common Areas or abandonment of the Lot.

5.8. Nonpayment. In the event that any charge or assessment created in this Declaration remains unpaid by a Member for thirty (30) days after the due date announced by the Board, the Association, through its agents and employees, may record in the applicable Registry of Deeds a notice of the lien. Such unpaid assessment shall bear interest from the date of delinquency, said interest rate to be set by the Board from time to time, but in no event shall it exceed the maximum interest rate allowed by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot subject to the unpaid assessment in either case, interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to the extent allowed by law. Any foreclosure conducted pursuant to this section shall comply fully with the Maine procedure for judicial foreclosure.

6. INSURANCE.

The Association shall maintain as a Common Expense and to the extent reasonably available, any amounts of insurance it deems appropriate.

7. EASEMENTS

7.1 Creation of Easements. The following easements are hereby created:

(a) Declarant reserves the right to use any Lot(s) owned or leased by Declarant as models, management offices, sales offices for this and other projects, or customer service offices (including the right to locate mobile homes or trailers on any Lot for such purposes), and Declarant reserves the right to relocate the same from time to time within the Development; upon relocation, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Development such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Development and may be relocated or removed, all at the sole discretion of Declarant. This easement shall continue until Declarant has conveyed all of the Property to Owners other than Declarant or to the Association.

(b) The Development is hereby made subject to easements in favor of, and assignable by, Declarant for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property, whether or not a part of the Development, Declarant's Retained Land, and/or any other property, in the sole discretion of Declarant. The easements created

by this subsection (b) shall include, without limitation, rights of Declarant, or its assignee(s), to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Development. Notwithstanding the foregoing provisions of this Article, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of the Lot by Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

(c) Declarant reserves for itself as long as it owns any portion of the Property, an easement on, over and under those portions of the Development not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this subsection (c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary; provided, however, that Declarant shall restore the affected property as closely to its original condition as is practicable after exercising its rights under this easement.

(d) All easements, rights, and restrictions described, reserved and/or established in this Section 7.1 are easements appurtenant to and running with the land and the Development, the Property, and Declarant's Reserved Land, unless otherwise provided herein or in any other document creating or evidencing any such easements, rights and/or restrictions.

7.2. Dedication. No public or private dedication, incipient, implied, or otherwise, is intended in any of the easements set forth above, or in the Roads.

8. DURATION

The protective covenants and common easements, the provisions for the Association and the other provisions of this Declaration as set forth herein and as may be amended from time to time, shall run with and burden the Property and shall inure to the benefit of and be enforceable by Declarant, by the Association and any other Owners of any portion of the Property, their respective legal representatives, heirs, successors or assigns, in perpetuity, or until released by unanimous vote of all of the Owners. The easements and other rights benefiting Declarant's Retained Land or other portions of the Property shall inure to the successors and assigns of Declarant, and are intended to run with the land in perpetuity.

9. AMENDMENTS AND SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by an Amendment or Supplemental Declaration duly executed by Declarant, or by the Association pursuant to an affirmative vote of seventy-five percent (75%) of the voting power of the Association, provided, however, that Declarant may execute and record Amendments or Supplemental Declarations for the purposes set forth in Section 9, below, without consent of the Association, and further provided that, so long as

Declarant is the Owner of any portion of the Development, it may in its sole discretion and without consent or joinder of any Owner amend, revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the applicable Registry of Deeds, and further provided that, so long as Declarant is the owner of any portion of the Property, Declarant's consent shall be required for any amendment adopted by the Association.

10. DECLARANT'S RIGHTS

In addition to the easements and other rights in favor of Declarant set forth herein, the conveyance of the Lots to Owners shall be subject to the following reserved rights of Declarant:

10.1 Additional Easements. Declarant reserves the right until the construction, marketing and sale of all Lots is completed (as evidenced by a certificate filed by Declarant in the applicable County Registry of Deeds) to:

(a) change the size, number, and location of Lots and other improvements, and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by Declarant of an amendment to this Declaration and/or the recording by Declarant of a site plan indicating the changes made;

(b) locate on the Development, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil, and sewer;

(c) connect with and make use of utility lines, wires, pipes, and conduits located on the Development or adjacent thereto for construction and sale purposes, provided that Declarant shall be responsible for the cost of service so used;

(d) use the Development for ingress and egress and for the storage of construction materials and equipment used in the completion of the project;

(e) install and maintain signs and lighting for sales purposes; and

(f) with respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person or persons as Declarant sees fit.

10.2. Control of Board. Declarant reserves the right until Declarant no longer owns any portion of the Development (other than the Roads) to appoint and remove the officers of the Association and members of the Board and to veto any action of the Association or the Board. Nothing contained in this Section 10.2 shall be deemed to affect Declarant's exercise of its rights as an Owner of Lots and Member of the Association.

10.3. Annexation of Additional Property; Release of Property. Declarant reserves the

right to annex additional land to, and/or release land from, the scheme and effect of this Declaration, without the consent of the Association or its Members or of any mortgagees or other lien holders (other than mortgagees or other lien holders of the land being annexed). Annexation of additional land to, and/or release of land from the scheme and effect of this Declaration shall be accomplished by the recording of an Amendment or Supplemental Declaration executed by Declarant, its successors or assigns. Such Amendment or Supplemental Declaration shall describe the real property being annexed to and/or released from the effect and scheme of this Declaration and shall state that such real property is being made subject to, or released from, the terms and conditions of this Declaration. The Amendment or Supplemental Declaration may contain such additional modifications to this Declaration as may be necessary or desirable to reflect the different character, if any, of the property being annexed, or the various housing or community style characteristics and design standards to which the annexed property or portions thereof may be subjected, all of which may be significantly at variance with that of the Development as it exists at the date hereof. Nothing contained herein shall be construed to require that any portion of Declarant's Retained Land, if subdivided or developed, be annexed to, or otherwise be made a part of, the Development.

This Section 10.3 may not be amended without the consent of Declarant so long as Declarant owns any part of the Development (including the Roads).

11. MISCELLANEOUS.

11.1 Waiver. No delay or omission on the part of Declarant, the Association or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

11.2 Severability. In the event any one or more of the provisions of this Declaration are found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

11.3 Perpetuities. If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable because of the Rule against Perpetuities, then such provision or provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

11.4 Pronouns. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

11.5 Declarant. Use of the term Declarant in this instrument shall be deemed to refer to Declarant, its successor and assigns.

IN WITNESS WHEREOF, said Declarant has caused this instrument to be executed by its duly authorized representative as of the date and year first above written.

[insert signature block and notary acknowledgment]

Sample deed to lot owner
QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **PLUM CREEK LAND COMPANY**, a corporation organized and existing under the laws of the State of Delaware and having an address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104, for consideration paid, GRANTS to _____, whose mailing address is _____, _____, with QUITCLAIM COVENANT, all that certain real property located in _____ Township, _____ County, Maine, which is more particularly described as follows:

All that certain lot or parcel of land, together with the buildings and improvements thereon, located in _____ Township, _____ County, Maine,, designated as Lot ___ on that certain plan made by _____, entitled _____, dated _____, and recorded in the _____ County Registry of Deeds in Plan Book _____, Page _____.

BEING part of that certain property conveyed to Plum Creek Land Company from Plum Creek Maine Timberlands, L.L.C. by deed dated _____, 20__, recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____.

TOGETHER WITH the following easements and rights of way for access and utilities:
[insert access and utility easements, if any]

SUBJECT TO the covenants, restrictions and conditions contained in that certain General Declaration of Covenants and Restrictions of the _____ Subdivision, dated _____ and recorded in Book _____, Page _____ of the _____ County Registry of Deeds, as the same may be amended from time to time.

FURTHER SUBJECT TO *[insert required language from Concept Plan and/or subdivision permit approval]*

IN WITNESS WHEREOF, PLUM CREEK LAND COMPANY has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this ___ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

PLUM CREEK LAND COMPANY

By: _____
Printed Name:
Its:

STATE OF _____
County of _____, SS. _____, 20__

Then personally appeared the above-named _____,
_____ of Plum Creek Land Company and acknowledged the foregoing
instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of
said Plum Creek Land Company.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name: _____

SAMPLE



36 Water Street
 P.O. Box 268
 Wiscasset, Maine
 04578-0268
 Telephone
 207/882-7552
 Toll Free
 877/340-2649
 Facsimile
 207/882-7308
 E-mail
 cei@ceimaine.org
 Website
 www.ceimaine.org

**A Workforce Housing Development Proposal
 for the Communities of
 Greenville, Jackman and Rockwood**

**Prepared by Coastal Enterprises Inc. for submission to
 Plum Creek Timber Company, Inc.**

Loan Proposal

Date: July 31st, 2006

Borrower: Coastal Enterprises, Inc. ("CEI")
 P.O. Box 268, 36 Water Street
 Wiscasset, ME 04578

Contact: Ron Phillips, President, rlp@ceimaine.org, 207-882-7552 ext. 114;
 Michael Finnegan, Senior Vice President, mfinnegan@ceimaine.org,
 207-882-7552 ext. 161

Lender: Plum Creek Land Company ("Plum Creek") or one or more of its affiliates

Project Northern Heritage Development Fund – long-term goal of 60-90 units of Affordable Housing Project in the Moosehead Lake Region; initial goal of 20-30 units in the First Phase.

Request Amount: First phase: \$800,000 , plus 25 acres in land donation,
 Second phase: \$950,000, plus 75 acres in land donation upon approval of the "Plan" (estimated around June 2007).

Rate Four percent (4%)

Term Seven (7) years

Security General Obligation note

Amortization Quarterly interest payments with all interest and principal due at the end of the term

Assumability Neither part of the Loan is assumable in whole or in part.

Other Terms: (1) CEI will not take a position on Plum Creek's pending Maine Concept Plan; and (b) CEI intends to issue the attached press release on or around the time of Closing of the First Phase.



A private, nonprofit community development corporation founded in 1977 to provide financial and technical assistance to the people, businesses and communities of Maine. CEI is an equal opportunity provider.

Program Description

CEI is proposing that Plum Creek loan to CEI a total of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)(the "Loan") in two phases. CEI is also proposing that Plum Creek donate to CEI a total of 100 acres in two phases. The total Loan and total land donation are to be used by CEI to help capitalize a seven-year development initiative to create between 60 and 90 units of affordable, workforce homeownership housing in the communities of Greenville, Rockwood and Jackman, Maine (the "Target Area"). The Loan and land donation phases are as follows: (a) Phase I: a loan in the amount of \$800,000 and a land donation of 25 acres of land. (b) Phase II: a loan in the amount of \$950,000 and a land donation of 75 acres. The closing of Phase I loan shall occur on September 29, 2006. The closing of the Phase I property donation shall occur by December 30, 2006, but earlier upon the mutual agreement of CEI and Plum Creek. The Closing of Phase II shall occur within thirty (30) days after (x) approval of Plum Creek's Maine Concept Plan, currently pending, by the Maine Land Use Regulation Commission on terms acceptable to Plum Creek in Plum Creek's sole discretion; and (y) expiration of all such appeal periods for such approval without appeal or (z) resolution of any such appeal(s) to the sole satisfaction of Plum Creek. The closing of the Phase II is likely to occur on or before June, 2007.

CEI proposes that the Loan funds be combined with strategic land donations from Plum Creek to CEI to ensure optimum affordability of the housing units. The described Plum Creek funds and land will leverage an additional \$1.750 million of CEI financing. The affordable housing project will serve as a showcase for housing that is green, smart, and affordable in the Moosehead Lake region. Based on CEI's track record, we anticipate that by revolving and recycling these loan funds, we will achieve a total development impact of at least \$9 million. CEI already has assembled \$3.5 million in loan and grant funds, which are being used for both affordable housing and economic development in the wider geographic region known as the "rim counties" under its \$10 million Northern Heritage Development Fund (previously submitted, with 10-year outcomes).

In each proposed project at least 1/3 of the units will be targeted to people at or below 80% of the median income for the region. If project economics allow we will attempt to increase targeting to this population. The balance of the units will be targeted to people between 80% and 110% of the area median income. The projects will be developed with three objectives for build-out that include GREEN design, SMART GROWTH design and AFFORDABILITY for the working population in the region.

In discussions with Luke Muzzy of Plum Creek, John Egan and Michael Finnegan of CEI have already identified one project in Greenville on a site presently owned by the Charles A. Dean Hospital. The hospital could act as a full partner in the build out of the project or, with land transfer to CEI, act as a quasi-sponsor of the project. The hospital may be interested in targeting lower paid health workers as their facility expands. This and other properties can be explored cooperatively with Plum Creek support to determine actual sites.

In order to optimize the use of funds and implement project goals, site review would begin immediately in each locale. As well, a market feasibility study would be required for each project to determine demand and design preference for the units in each community.

Resources, Leverage and Scale of Project

The importance of land contribution, and its impact on affordability, cannot be underestimated. The land contributions in effect represent a \$25,000 per unit subsidy. With the development of 60 units the land contribution would have a value of \$1,500,000 to the project. The loan request of \$1,750,000 coupled with further CEI leverage of \$1,750,000 would mobilize \$5,000,000 for the project overall. Sixty units, built out at an average purchase price of \$150,000, would bring the total project value to \$9,000,000 when complete.

In addition to providing significant workforce ownership opportunity, the project would generate significant multipliers and job creation in the tri-community region.

CEI would also seek other grant, subsidy and loan resources to assist in the development of these projects. These would include but not be limited to:

- 1) Housing Tax Increment Financing;
- 2) Mortgage Credit Certificates for first-time homebuyers;
- 3) AHP subsidy through the Federal Home Loan Bank of Boston;
- 4) Homeownership tax credits (if available);
- 5) CHODO funding for first-time homebuyers;
- 6) Discounted first-time homebuyer mortgages; and
- 7) Grant resources to support GREEN construction.

Regional Background and Needs Statement

In recent years there have been several studies making the case for affordable housing in the region. In May 2002 John Simko, Town Manager of Greenville wrote a paper entitled *Greenville at the Crossroads: The Dire Need to Grow Our Population and to Enrich our Community* outlining critical issues relating to the future sustainability of Greenville as a traditional community. The report noted the town's declining population is having and will continue to have a negative impact on community institutions such as local schools and the hospital and the future quality of the workforce that will be needed to support economic development. An aging population in the region is another complicating factor in this discussion. The report further noted the connection between population, workforce and economic development. Beyond the infrastructure development objectives of transportation, industrial park construction, and telecommunications is a need to focus on new housing stock development to replace the town's existing stock, much of which is dilapidated. Among the report's four primary objectives was the development of affordable housing, specifically, to "Increase available single family housing, both rental and for purchase by 60 units (30 units each) by the year 2010."

The need for affordable housing in the Greenville area is something that diverse interests agree is crucial to the future of the region. CEI's proposal is consistent with the guidelines proposed by the Moosehead Region Futures Committee for Plum Creek's rezoning proposal.¹ Specifically, the Committee emphasized the need to retain and attract a diverse labor force and called for the creation of affordable housing units within the communities affected by Plum Creek's rezoning application. The Committee also called for the creation of strategies to ensure that affordable housing units are not subject to speculation and are reserved for area workers who most need them. CEI's proposal is

¹ http://www.mooseheadfutures.org/Archives_Links.htm#CitizenSolutions

also consistent with the goals of the Coalition to Preserve and Grow Northern Maine, which is supportive of efforts to make affordable housing available to local residents.²

Other needs assessments corroborate the town's analysis. For example, the recent 2005 Maine State Housing Authority *Housing Facts* report affirms the need for this type of housing stock across the three communities. The combined affordability index for the communities is 0.85. Of all homes sold in 2005, 67.7% were unattainable given the normal parameters of monthly outlay for mortgage payment, taxes and insurance. Other factors demonstrate the need for safe, decent and affordable housing in the communities of Greenville, Rockwood, and Jackman:

- 62% of the population is older than 45;
- 76.9% of the housing stock is older than 35 years; and
- 39% of the stock 67 years or older.

Confidentiality and Announcement

Each party agrees not to distribute written or electronic copies of this agreement to third parties or to the public without consent of the other party. Other than the CEI press release attached, formal public announcements concerning the workforce housing initiative and/or Plum Creek's participation in the NHDF shall be approved in advance by Plum Creek's Director of Communications, Kathy Budinick (206-467-3620). The parties understand and agree that from time-to-time one or the other may be asked to speak publicly about workforce housing generally, or their efforts to address workforce housing issues specifically. Accordingly, it is anticipated and expected that each of the parties may share information with the public that is consistent with the attached Press Release. The terms of this section shall not be interpreted to limit CEI's ability to speak about its mission statement, goals or historical success. Ron Phillips and Michael Finnegan shall be CEI's designated spokespersons. Jim Lehner and Luke Muzzy shall be Plum Creek's designated spokespersons.

² <http://www.preservegrowme.org/About.html>

Summary

At the invitation of the town of Greenville, CEI is working with the town to develop affordable housing and economic development strategies that extend as well to the towns of Rockwood and Jackman. Community groups located in the area and neighboring counties are aware of CEI's goals for affordable housing and are supportive. CEI's board of directors has reviewed and approved this concept proposal, appreciates the opportunity to present this proposal to Plum Creek representatives, and looks forward to a favorable response. CEI's proposed housing initiative could do much to enhance the sustainability of the three communities and provide a solid foundation for future economic growth of this special region. These communities have not seen the magnitude of affordable housing capital investment that southern Maine has experienced. The proposed Phase I loan request of \$800,000, plus donation of 25 acres of land, and future prospects for an additional Phase II loan of \$950,000 and donation of 75 acres of land would represent an important and necessary component to achieve a valuable community development outcome for these communities.

Coastal Enterprises, Inc.,
a Maine non-profit corporation

BY: *Ronald L. Phillips*
Name: *Ronald L. Phillips*
Title: *President*

If you agree to the foregoing terms, please return one executed original of this Agreement to the CEI.

Agreed and Accepted:

PLUM CREEK LAND COMPANY,
a Delaware corporation

By: *James A. Kraft*
James A. Kraft
Senior Vice President and General Counsel



Coastal
Enterprises
Inc.

36 Water Street
P.O. Box 268
Wiscasset, Maine
04578-0268
Telephone
207/882-7552
Toll Free
877/340-2649
Facsimile
207/882-4457
E-mail
cei@ceimaine.org
Website
www.ceimaine.org

PRESS RELEASE

Contact: Ronald L. Phillips
Phone: 207-882-7552

For Immediate Release
August XX, 2006

CEI's Northern Heritage Development Fund for small business and affordable housing gets boost from Plum Creek

Greenville, Maine - Coastal Enterprises, Inc. (CEI) announced today a \$1.75 million loan and 100 acre land donation from Plum Creek Timber Company to help capitalize its Northern Heritage Development Fund (NHDF).

According to Ron Phillips, CEO of the Wiscasset-based nonprofit community development corporation and community development financial institution, these funds will help capitalize a much larger effort to invest in economic development and affordable housing in the "rim" counties of Maine – areas traditionally dependent on the forest products economy. Phillips noted the investment by Plum Creek has two phases. Phase I is a donation of 25 acres combined with an \$800,000 loan which will go forward immediately to benefit the region and address current housing needs. A Phase II donation of 75-acres plus another \$950,000 loan will occur if Plum Creek's rezoning plan is approved by the Land Use Regulation Commission (LURC).

CEI welcomes Plum Creek's support for its mission – to help build economically and environmentally healthy communities in which all people, especially those with low incomes, can reach their full potential. This support will contribute to CEI's efforts to provide resources so that rim county businesses and communities can diversify these historic, natural resource-based economies while valuing and protecting their culture, history, and natural environment. In recent years, the rim counties have been particularly challenged by higher unemployment, low incomes, and out-migration. In 2005, the average unemployment rate was 6.6% compared to a state average of 4.8%, and between 1990 and 2000 these counties experienced a 3.3% out-migration rate. Incomes are also lower in these counties and average \$30,408, which is 82% of Maine's median household income. Poverty is pervasive, and averages 15% of the total seven-county population of 400,000.

According to Mike Finnegan, Senior Vice President for Loans and Investments at CEI, who is heading up the economic and housing development initiative, the proposed affordable homeownership housing project is still subject to market feasibility. "Conversations with the Town

*A private, nonprofit community development corporation founded in 1977
to provide financial and technical assistance to the people, businesses and communities of Maine.*

of Greenville, its hospital and community representatives concerned about the region's future indicate general agreement that there is a real need for affordable housing in the region," Finnegan said. In May 2002, John Simko, Town Manager of Greenville, authored a report entitled *Greenville at the Crossroads: The Dire Need to Grow Our Population and to Enrich our Community* outlining critical issues relating to the future sustainability of Greenville as a traditional community. The report highlighted the connection between population, workforce and economic development. It also emphasized the negative impact of the town's declining and aging population (62% is more than 45 years old) on community institutions such as local schools and the hospital as well as on the future quality of the workforce needed to support economic development.

Beyond the infrastructure development objectives of transportation, industrial park construction, and telecommunications is a need to focus on new housing to replace the town's existing stock, much of which is aging and dilapidated. Among the report's four primary objectives was the development of affordable housing, specifically to "...increase available single family housing, both rental and for purchase by 60 units (30 units each) by the year 2010."

Other needs assessments corroborate the town's analysis. For example, the Maine State Housing Authority's 2005 *Housing Facts* report affirms the need for safe, decent and affordable housing stock across the three communities of Greenville, Rockwood and Jackman. The combined affordability index for the communities is 0.85. Of all homes sold in 2005, 67.7% were unattainable given the normal parameters of monthly outlay for mortgage payment, taxes and insurance. In addition, 76.9% of the housing stock is more than 35 years old while 39% of the stock is 67 years or older.

"The need for affordable housing in the Greenville area is something that diverse interests agree is crucial to the future of the region" stated Phillips. CEI's proposal is consistent with the guidelines proposed by the Moosehead Region Futures Committee. Specifically, the Committee emphasized the need to retain and attract a diverse labor force and called for the creation of affordable housing units within these communities. The Committee also called for strategies to ensure that affordable housing units are not subject to speculation and are reserved for area workers who most need them.

Jim Lehner of Plum Creek commented: "We're pleased to support CEI in their goals, and the goals of the Moosehead Lake region communities by sponsoring the NHDF, and beginning a process to ensure social and economic benefits flow to the area. CEI's reputation for performance in Maine and nationally was an important factor in our decision to extend our support to the organization. Plum Creek looks forward to successful completion of affordable housing projects in the Greenville area, and potentially other housing and economic development initiatives of the small business community in Greenville, as well as Jackman, Rockwood and other locations."

The financing agreement with Plum Creek has been under review for a year. CEI has already raised \$3.5 million from private and public sources for the NHDF, and more funds are pending with major foundations, financial institutions in New York City, and national intermediaries that support the work of CEI and other community development financial institutions throughout rural and urban America. Historically, CEI has invested and leveraged some \$70 million in over 170 small business and housing projects in the rim counties, sustaining 1,900 jobs, creating an estimated 1,300 jobs and producing 97 units of affordable housing.

The NHDF is designed to focus attention on development challenges faced by Maine's more remote rural communities, including access to affordable housing as land prices rise, traditional industries and jobs decline, and new economic opportunities are identified and encouraged. "Manufacturing, forest products, energy and related ventures are still important to the region," Phillips noted, "but for the Moosehead Lake region, a turn to small businesses, new technology firms, internet companies, retirement, residential, tourism and related services are also part of the development equation." All of this has to be approached in balance with the environment, especially as the demographics of rural America shift.

CEI will not be taking a position on Plum Creek's rezoning plan, but is encouraging all parties to evaluate the economic, social equity and environmental factors involved, and strike a balance between economic development and the need to generate benefits for local residents, investors and the Maine economy as a whole, while protecting and preserving the region's natural assets.

CEI's overall mission, its initiatives throughout the state, and the Northern Heritage Development Fund, are aimed at strengthening local economic opportunity and ownership, consistent with environmental stewardship. This partnership is consistent with CEI's historical and current activities, which include efforts to preserve working waterfronts for Maine fishermen and marine industries like boat-building, preserve small family farms producing value-added and organically-grown products for growing local and regional markets, and create affordable homes so that young families can live and work in Maine. Looking ahead, Phillips noted that "Investing in and protecting the state's natural resources and human assets in a dynamic, globalized marketplace is Maine's comparative advantage."

CEI is a nonprofit community development corporation (CDC) and community development financial institution (CDFI) licensed by the U.S. Treasury. CEI raises capital from both private and public sources to invest in Maine's small businesses and microenterprises; natural resource industries of farms, fish and forests; community facilities such as child care; and affordable housing with an emphasis on homeownership. CEI works closely with banks, the SBA, FAME, and other private/public institutions like Fannie Mae. With its venture capital and New Markets Tax Credit financing programs, the statewide CDC/CDFI also invests in rural New England and upstate New York. CEI employs over 90 staff, has \$367 million under management, and provides a range of technical services in tandem with its investments, including business and housing counseling, workforce development, support to farms, fish and forestry enterprises, and policy development to create an awareness of the forces that create opportunities for people and places left out of the economic mainstream.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment (the "Amendment") to that certain Workforce Housing Development Proposal for the Communities of Greenville, Jackman and Rockwood (the "MOU") is dated for reference purposes as of November 30, 2006, and is by and between Coastal Enterprises, Inc. ("CEI") and Plum Creek Land Company ("Plum Creek"). This Amendment amends the terms of the MOU which is dated July 31, 2006, and which is also between CEI and Plum Creek. Capitalized terms not defined in this Amendment shall have the meaning given to them in the MOU.

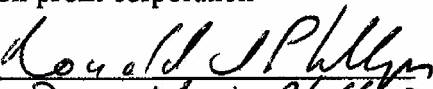
Pursuant to the terms of the MOU, Plum Creek and CEI are to close Phase I of the land donation on or before December 30, 2006. Notwithstanding the good faith and diligent efforts of Plum Creek and CEI to identify the property to be donated, the twenty-five acre site has not been definitively identified. Accordingly, for valuable consideration, the receipt of which is acknowledged, CEI and Plum Creek agree to modify the terms of the MOU as follows:

1. Phase I Land Donation. The Phase I Land Donation will occur on or before June 30, 2007.

Except as modified by this Amendment, all terms of the Agreement remain unchanged and in full force and effect. In case of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

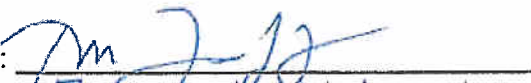
CEI:

Coastal Enterprises, Inc.,
a Maine non-profit corporation

BY: 
Name: Ronald J. Phillips
Title: President

PLUM CREEK:

PLUM CREEK LAND COMPANY,
a Delaware corporation

By: 
Name: Thomas M. Lindquist
Title: Executive Vice President

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

**No. 560-5.06-5670
and
Option to Purchase Property**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of April, 2007, by and between Plum Creek Maine Timberlands, L.L.C., formerly known as SDW Timber II, L.L.C., a Delaware limited liability company (“Seller”), whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104, and The Nature Conservancy, a non-profit corporation of the District of Columbia, whose address is 4245 N. Fairfax Drive, Arlington, Virginia 22203-1606, hereinafter called the “Purchaser.” The term “Purchaser” is intended to include the permitted assigns of the parties hereto. Capitalized terms used herein shall have the same meaning ascribed to them in the Original Agreement (as hereinafter defined).

WHEREAS, Seller and Purchaser entered into that certain Real Estate Purchase and Sale Agreement No. 560-5.06-5670 and Option to Purchase Property dated October 20, 2006 (the “Original Agreement”); and

WHEREAS, the Original Agreement provides for an adjustment in the number of acres and property to be encumbered by the Conservation Easement due to negotiations with LURC and the configuration of the final Concept Plan submitted to and/or approved by LURC and Seller; and

WHEREAS, Seller and Purchaser desire to amend the Original Agreement to change the number of acres and map showing the configuration of the Conservation Easement to be sold by Seller and purchased by Purchaser and to update the form of Conservation Easement;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and contained in the Original Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby amend the Original Agreement as follows:

1. The number of acres to be encumbered by the Conservation Easement shall be reduced from approximately 270,000 to 266,000. Therefore, “270,000” in Paragraph 2 of the Original Agreement shall be amended to read “266,000.”
2. Paragraph 2 of the Original Easement is further amended as follows: delete reference to Beaver Cove Township, and add the following townships: T1 R13 WELS, Frenchtown, Spencer Bay, and Days Academy.

3. The Conservation Easement attached as Exhibit "C" to the Original Agreement is deleted and replaced in its entirety by the form of Conservation Easement attached hereto as Exhibit "C."

4. The map attached as Exhibit "D" to the Original Agreement is deleted and replaced in its entirety by the map attached hereto as "Exhibit D."

Except as amended herein, the Original Agreement remains unchanged and is in full force and effect.

IN WITNESS WHEREOF, Seller and Purchaser have executed this First Amendment as of the day and year first above written.

SELLER:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

Attest:

By _____
Name _____
Title _____

By _____
Name _____
Title _____

PURCHASER:

THE NATURE CONSERVANCY

By _____
Name _____
Title _____

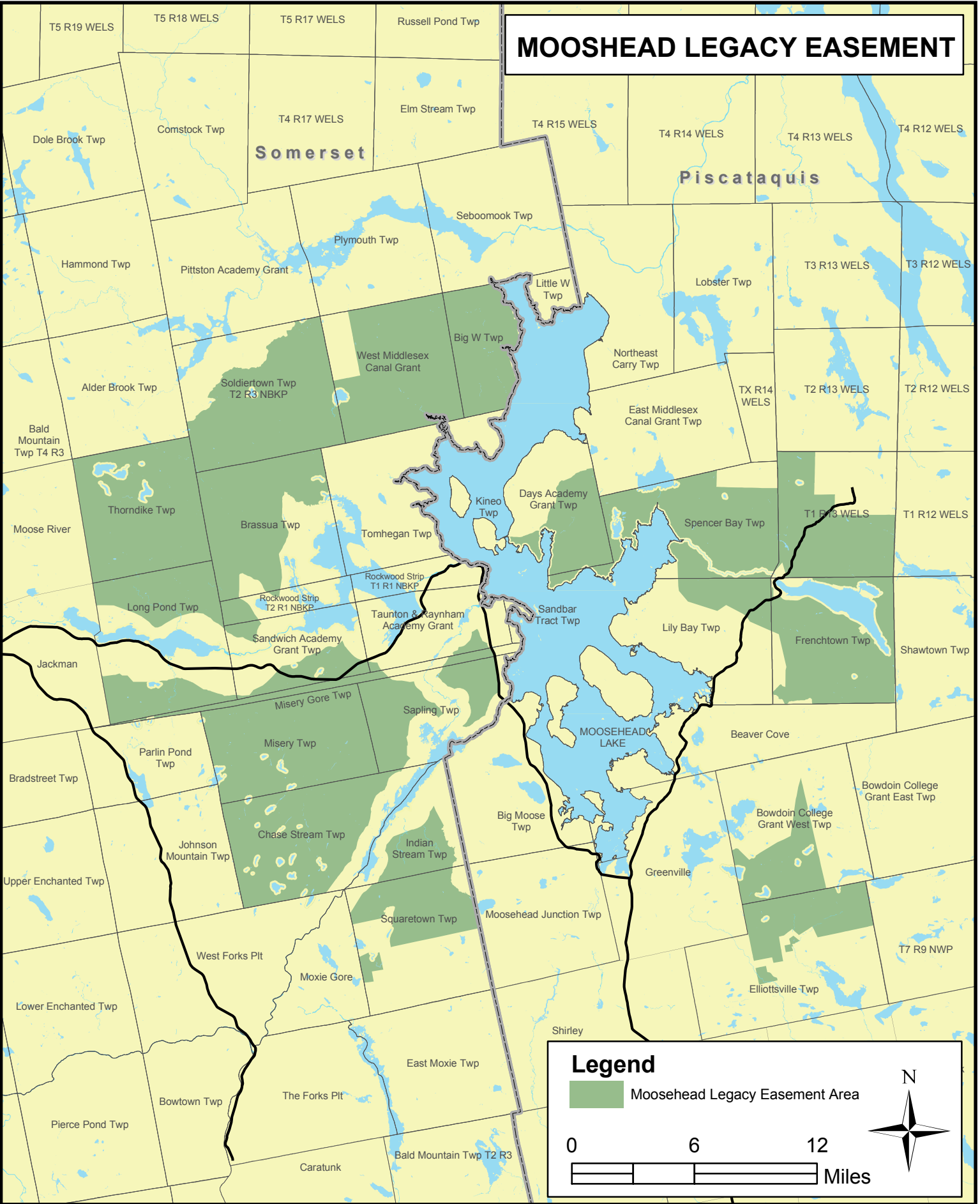
EXHIBIT C

Form of Conservation Easement

EXHIBIT D

Moosehead Legacy Easement Map

MOOSHEAD LEGACY EASEMENT



**LAND USE ZONES AND STANDARDS FOR THE CONCEPT PLAN
FOR PLUM CREEK’S LANDS IN THE MOOSEHEAD LAKE
REGION**

TABLE OF CONTENTS

Preface i

SUB-CHAPTER I. GENERAL PROVISIONS

10.01 Purpose..... I-2
10.02 Definitions I-3
10.03 Intentionally Omitted
10.04 Official Land Use Guidance Maps I-29
10.05 Interpretation of District Boundaries I-30
10.06 Interpretation of Land Use Standards I-30
10.07 Exemptions I-31
10.08 Criteria for Adoption or Amendment of Land Use Zone Boundaries I-32
10.09 Criteria for Amendment of Land Use Standards I-32
10.10 Variances I-32
10.11 Nonconforming Uses and Structures I-35
10.12 Severability I-40
10.13 Effective Date I-40
10.14 Penalties for Violations..... I-40
10.15 Appeals I-40
10.16 Notification Format..... I-40
10.17 Expiration of Permit..... I-41
10.18 Reserved..... I-41
10.19 Reserved..... I-41
10.20 Reserved..... I-41
10.21 Reserved..... I-42
10.22 Reserved..... I-42
10.23 Reserved..... I-42

SUB-CHAPTER II. LAND USE ZONES

10.21 Development Zones – Moosehead Lake Region Concept Plan.....II-1
 A. (D-CIM) Commercial Industrial Development ZoneII-1
 B. Intentionally Deleted

	C. Intentionally Deleted	
	D. (D-GN2M) Resort Development Zone	II-6
	E. (D-GN3M) Rural Mixed-Use Development Zone.....	II-15
	F. Intentionally Deleted	
	G. Intentionally Deleted	
	H. Intentionally Deleted	
	I. (D-RS2M) Community Residential Development Zone	II-22
	J. (D-RS3M) Residential Recreation Development Zone	II-26
10.22	Management Zones – Moosehead Lake Region Concept Plan	II-30
	A. (M-GNM) General Management Zone	II-30
	B. Intentionally Deleted	
	c. Intentionally Deleted	
10.23	Protection Zones – Moosehead Lake Region Concept Plan.....	II-35
	A. (P-ALM) Accessible Lake Protection Zone	II-35
	B. Intentionally Deleted	
	C. (P-FPM) Flood Prone Protection Zone	II-40
	D. (P-FWM) Fish and Wildlife Protection Zone	II-43
	E. (P-GPM) Great Pond Protection Zone.....	II-50
	F. Intentionally Deleted	
	G. (P-MAM) Mountain Area Protection Zone	II-54
	H. (P-RP) Resource Plan Protection Subdistrict.....	II-57
	I. (P-RRM) Recreation Protection Zone	II-58
	J. (P-RT) Special River Transition Protection Zone	II-62
	K. (P-SGM) Soils and Geology Protection Zone	II-63
	L. (P-SLM) Shoreland Protection Zone	II-65
	M. (P-UAM) Unusual Area Protection Zone	II-68
	N. (P-WLM) Wetland Protection Zone	II-71

SUB-CHAPTER III. LAND USE STANDARDS

10.24	General Criteria for Approval of Permit Applications	III-1
10.25	Development Standards	III-2
	A. Review Standards for Structures Adjacent to Lakes.....	III-2
	B. Intentionally Omitted	
	C. Technical and Financial Capacity.....	III-3
	D. Vehicular Circulation, Access and Parking	III-3
	E. Scenic Character, Natural and Historic Features	III-7
	F. Noise and Lighting.....	III-8
	G. Soil Suitability	III-10
	H. Solid Waste Disposal	III-11
	I. Subsurface Waste Water Disposal	III-11
	J. Water Supply	III-11
	K. Surface Water Quality	III-12
	L. Phosphorus Control.....	III-12

M. Erosion and Sedimentation Control	III-13
N. Groundwater Quality	III-16
O. Air Quality	III-16
P. Wetland Alterations	III-16
Q. Subdivision and Lot Creation	III-20
R. Cluster Development	III-26
S. Open Space	III-28
T. Activities in Flood Prone Areas	III-29
U. Affordable Housing	III-33
10.26 Dimensional Requirements	III-36
A. Lot Size	III-36
B. Minimum Shoreline Frontage	III-36
C. Minimum Road Frontage	III-37
D. Minimum Setbacks	III-37
E. Maximum Lot Coverage	III-38
F. Maximum Building Height	III-38
G. Exceptions to Dimensional Requirements	III-39
10.27 Activity-Specific Standards	III-41
A. Agricultural Management Activities	III-41
B. Vegetation Clearing	III-42
C. Mineral Exploration and Extraction	III-43
D. Roads and Water Crossings	III-46
E. Timber Harvesting	III-50
F. Filling and Grading	III-52
G. Intentionally Omitted	
H. Driveways Associated with Residential Structures and Uses	III-53
I. Pesticide Application	III-55
J. Signs	III-55
K. Water Impoundments	III-58
L. Trailered Ramps, Hand-carry Launches, and Water-access Ways	III-58
M. Service Drops	III-62
N. Home Occupations	III-63
O. Intentionally Omitted	

Appendices

- A. Sample Determination to Identify Water Quality Limiting Lakes
- B. Guidelines for Vegetative Stabilization
- C. Alphabetical List of Lakes Showing Wildlands Lake Assessment Findings
- D. Alphabetical List of Lakes On Which the Use Of Personal Watercraft is Prohibited
- E. FEMA Maps for LURC Jurisdiction

F. Land Use Guidance Maps 1-15

PREFACE – The P-RP Subdistrict

This document replaces, in its entirety, the existing Chapter 10 of the Rules and Standards promulgated by the Maine Land Use Regulation Commission and shall apply to the Concept Plan for Plum Creek's

Lands in the Moosehead Lake Region.

Upon adoption of the Concept Plan, the entire Plan Area (as defined in Section 2) is rezoned to a Resource Plan Protection (P-RP) subdistrict. Within this P-RP subdistrict, various land use zones have been established that dictate uses allowed with and without a permit in each zone. All land within the P-RP subdistrict is designated as being within one of these zones. The land use zones established pursuant to the Concept Plan, and the uses allowed within each zone, are described in Subchapter II of this document. Subchapter I contains the general provisions applicable to all zones, and Subchapter III contains the land use standards (e.g. development standards, dimensional requirements and activity-specific standards) that apply to all activities in the Plan Area.

The provisions of this document shall control all land uses within the Plan Area for the duration of the Concept Plan. Conservation easements, trail easements and rights of way, homeowners association covenants, conditions, and restrictions are governed by the applicable easement, declaration, or other legal document.

The Concept Plan may only be amended or extended upon approval of both the Commission and the Landowner. At the termination of the Concept Plan, the Commission will, in conformity with its comprehensive land use plan, statutes, and standards, designate appropriate zoning which is reasonably consistent with the zoning of equivalent areas.

All lands identified on the Land Use Guidance Maps at the end of this Section 4 as Development Zones (including any Protection Zones and Management Zones within such zones) will be governed by this Plan for the 30-year life of the Plan, and may not be amended without the consent of both LURC and the landowner. All other land covered by this Concept Plan is regulated by the Commission's Chapter 10, as may be amended from time to time.

**LAND USE ZONES AND STANDARDS FOR THE CONCEPT PLAN
FOR PLUM CREEK’S LANDS IN THE MOOSEHEAD LAKE
REGION**

TABLE OF CONTENTS

SUB-CHAPTER I. GENERAL PROVISIONS

10.01	Purpose.....	I-2
10.02	Definitions	I-3
10.03	Intentionally Omitted	
10.04	Official Land Use Guidance Maps	I-29
10.05	Interpretation of District Boundaries	I-30
10.06	Interpretation of Land Use Standards	I-30
10.07	Exemptions	I-31
10.08	Criteria for Adoption or Amendment of Land Use Zone Boundaries	I-32
10.09	Criteria for Amendment of Land Use Standards	I-32
10.10	Variances	I-32
10.11	Nonconforming Uses and Structures	I-35
10.12	Severability	I-40
10.13	Effective Date	I-40
10.14	Penalties for Violations.....	I-40
10.15	Appeals	I-40
10.16	Notification Format.....	I-40
10.17	Expiration of Permit.....	I-41
10.18	Reserved.....	I-41
10.19	Reserved.....	I-41
10.20	Reserved.....	I-41
10.21	Reserved.....	I-42
10.22	Reserved.....	I-42
10.23	Reserved.....	I-42

Sub-Chapter I

GENERAL PROVISIONS

10.01 PURPOSE

The purpose of these Land Use Zones and Standards shall be to further the purposes of the of the P-RP subdistrict to which it applies.

In addition to the purposes set forth above these land use standards shall:

- A. Encourage the most desirable and appropriate use of air, land and water resources consistent with the Comprehensive Land Use Plan, as the same may be amended from time to time;
- B. Protect public health by reduction of noise, air pollution, water pollution and other environmental intrusions;
- C. Protect and preserve significant natural, scenic and historic features where appropriate, beneficial and consistent with the Comprehensive Land Use Plan, as the same may be amended from time to time;
- D. Advise and assist the Department of Transportation and other concerned agencies in transportation planning and operation;
- D-1. Provide for safe and appropriate loading, parking and circulation of land, air and water traffic;
- E. Encourage minimal adverse impact of one use upon the use of surrounding areas by setting standards of performance describing desirable and acceptable levels of operations in connection with any use and its relation to surrounding areas, including provisions for the eventual amelioration of existing adverse impact;
- F. Reflect a consideration of the availability and capability of the natural resources base, including soils, topography or sufficient healthful water supplies.

10.02 DEFINITIONS

The following definitions apply to the following terms as they appear in these Land Use Zones and Standards, the Petition for Rezoning and the Plan Description collectively, “the Concept Plan for Plum Creek’s Lands in the Moosehead Lake Region.”

1. Accessory Use or Accessory Structure:

"A use or structure subordinate to a permitted or conditional use or structure and customarily incidental to the permitted or conditional use of the structure." 12 M.R.S.A. §682.

2. Adjacent Grade:

The natural elevation of the ground surface prior to construction next to the proposed wall of a structure.

2A. Affordable Housing:

Affordable housing is decent, safe, and sanitary dwellings, apartments or other living accommodations that are affordable to lower income households and moderate income households, in accord with the following provisions.

- a. An owner-occupied housing unit is "affordable" to a household if the unit's expected sales price is reasonably anticipated to result in monthly housing costs (including mortgage principal and interest payments, mortgage insurance costs, homeowners' insurance costs, real estate taxes, and basic utility and energy costs) that do not exceed 28% to 33% of the household's gross monthly income. Determination of mortgage amounts and payments are to be based on downpayment rates and interest rates generally available to lower and moderate income households.
- b. A renter-occupied housing unit is "affordable" to a household if the unit's monthly housing costs (including rent and basic utility and energy costs) do not exceed 28% to 33% of the household's gross monthly income.
- c. A "lower income household" is a household with a gross income less than or equal to 80% of the applicable HMFA/County median income. Lower income households include both very low income households and low income household. A "very low income household" is a household with a gross income less than or equal to 50% of the applicable HMFA/County median income. A "low income household" is a household with a gross income over 50%, but less than or equal to 80%, of the applicable HMFA/County median income.
- d. A "moderate income household" is a household with a gross income over 80%, but less than or equal to 150%, of the applicable HMFA/County median income.
- e. The "applicable HMFA/County median income" is the median family income most recently published by the U.S. Department of Housing and Urban Development (HUD) for the federally-designated Metropolitan Fair Market Rent Area (HMFA) or County (non-HMFA part) in which the housing unit is located. Where appropriate to use of this definition, median family income may be adjusted for family size.
- f. A household's "gross income" includes the income of all household members from all sources.

2B. Affordable Housing Covenant:

Any agreement among one or more owners, one or more tenants of residential real estate and one or more qualified housing entities, or between one or more owners and one or more qualified housing entities, or between one or more tenants and one or more qualified housing entities, that permits a qualified housing entity to control, either directly or indirectly, the purchase or rental price of residential housing for the primary purpose of providing that the housing remains affordable to lower income and moderate-income households.

3. Agricultural Management Activities:

Land clearing if the land topography is not altered, tilling, fertilizing, including spreading and disposal of manure, liming, planting, pesticide application, harvesting or cultivating crops, pasturing of livestock, minor drainage and maintenance of drainage, and other similar or related activities, but not the construction, creation or maintenance of land management roads, nor the land application of septage, sludge and other residuals and related storage and composting activities.

4. Alteration:

Dredging; bulldozing; removing or displacing soil, sand, vegetation or other materials; draining or dewatering; filling; or any construction, repair or alteration of any permanent structure. On a case-by-case basis and as determined by the Commission, the term "alteration" may not include:

- a. An activity disturbing very little soil such as installing a fence post or planting shrubs by hand;
- b. The addition of a minor feature to an existing structure such as a bench or hand rail; and
- c. The construction, repair or alteration of a small structure with minimal impact such as a nesting box, pasture fence, or staff gauge.

5. Aquatic Vegetation:

Plants that usually grow on or below the surface of the water for most of the growing season in most years.

6. Area of Special Flood Hazard:

The land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in a Flood Insurance Study, where available, and/or as delineated on the Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), or Commission's Land Use Guidance Map.

7. Base Flood:

The flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

8. Basement:

Any area of the building having its floor subgrade (below ground level) on all sides.

9. Bed and Breakfast:

An owner-occupied, single family dwelling comprising a single residential building and its accessory structures, in which up to six sleeping rooms are rented for a fee for transient occupancy by guests. Breakfast is the only meal to be served to overnight guests. There must be no kitchen facilities in rented rooms and no separate ownership of rooms.

10. Boathouse:

A structure that extends over or beyond the normal high water mark into which boats are directly maneuvered without leaving the water body. Boathouses are distinct from boat storage buildings, which require the boat to be removed from the water for entry.

11. Boat Ramp:

See commercial trailered ramp, private trailered ramp, or trailered ramp.

12. Body of Standing Water:

A body of surface water that has no perceptible flow and is substantially permanent in nature. Such water bodies are commonly referred to as man-made or natural lakes or ponds.

- 13. Breakaway Wall:**
A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- 14. Building:**
“Any structure having a roof or partial roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals or objects regardless of the materials of which it is constructed.” 12 M.R.S.A. §682. The Commission finds that a temporary camping tent constructed of fabric or similar materials is not considered a building.
- 15. Bulk:**
The size, volume, and shape of buildings and structures, and the physical relationship of their exterior walls or their location to lot lines, other buildings, structures, and surrounding open space. Bulk does not suggest any architectural style or design. This term is used, for example, to ensure that new adjacent development is compatibly arranged and does not dwarf or overshadow existing development.
- 16. Bulk Sampling of Mineral Deposits:**
The removal of samples of mineral deposits for the purpose of testing to determine the feasibility, method or manner of extraction and/or processing of minerals. Such testing may include metallurgical analyses, milling or grinding tests and/or pilot plant and processing tests. Methods of bulk sampling may include, but not be limited to drilling and boring, the digging of shafts and tunnels, or the digging of pits and trenches.
- 17. Campground:**
Any area, other than a camp site, designed for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes or similar facility designed for temporary shelter.
- 18. Campsite:**
“A camping location containing tents, registered tent trailers, registered pickup campers, registered recreational vehicles, registered trailers or similar devices used for camping. “Campsite” does not include a camping location that has access to a pressurized water system or permanent structures other than outhouses, fireplaces, picnic tables, picnic tables with shelters or lean-tos. A campsite may be designed to contain a maximum of 4 camping sites for transient occupancy by 12 or fewer people per site, or numbers of sites and occupancy rates consistent with a landowner’s recreational policy filed with the commission. The commission may require a campsite permit if it determines that the recreational policy is inconsistent with the commission’s comprehensive land use plan.” 12 M.R.S.A §682(15).
- 19. Capacity Expansions of Utility Facilities:**
The addition of new telephone or electric wires or similar equipment to existing electric or telephone transmission and distribution poles for the purpose of increasing the capacity thereof.
- 20. Checkpoint Building:**
A structure on land under forest management which is used primarily for control of access to private roads or trails, provided it does not include more than one residence.
- 21. Children’s Day Care Facility:**
A building, not the residence of the operator, in which a person carries out a regular program, for consideration, for any part of a day providing care for three or more children under 19 years of age.

- 22. Cluster Development:**
A compact form of development that results in buildings being located in a group such that a significant amount of open space is preserved.
- 23. Coastal Nesting Island:**
An island used for nesting by sea birds during their breeding period.
- 24. Coastal Wetlands:**
Tidal and subtidal lands, including all areas below any identifiable debris line left by tidal action; all areas with vegetation present that is tolerant of salt water and occurs primarily in a salt water or estuarine habitat; and any swamp, marsh, bog, beach, flat or other contiguous lowland which is subject to tidal action during the maximum spring tide level as identified in tide tables published by the National Ocean Service. Coastal wetlands may include portions of coastal sand dunes.
- 25. Combined Floor Area:**
The total floor area of all principal and accessory structures on a lot.
- 26. Combined Septic System:**
A disposal system designed to dispose of gray and black waste water on or under the surface of the earth that includes but is not limited to: septic tanks; disposal fields; or any other fixture, mechanism, or apparatus used for this purpose.
- 27. Commercial Fishing Activities:**
Activities directly related to commercial fishing and those commercial activities commonly associated with or supportive of commercial fishing, such as the manufacture or sale of ice, bait and nets and the sale, manufacture, installation or repair of boats, engines and other equipment commonly used on boats.
- 28. Commercial Mineral Extraction:**
Mineral extraction other than Mineral Extraction for Road Purposes.
- 29. Commercial Sporting Camp:**
A “building or group of buildings devoted primarily to the offering of lodging facilities for a fee to persons primarily in pursuit of primitive recreation or snowmobiling.” 12 M.R.S.A. §682(14). In addition, for the purposes of the application of the Commission’s rules, the term “commercial sporting camp” shall be construed according to the following: A facility which functions primarily as a destination for the above activities rather than a transient lodging facility or a base of operations for activities in another location, such as whitewater rafting. A sporting camp is usually located in a remote location and may typically consist of, but not necessarily include, all of the following: a number of cabins for the housing of guests including housekeeping cabins; a main lodge for serving of meals and socializing for the guests; outbuildings for housing of the owners, guides, and other workers; workshop, woodsheds, laundry, equipment storage, and other utility buildings as needed. Outpost cabins are considered a part of the commercial sporting camp. A resident, on-site attendant must be available on a full-time basis to meet the needs of guests. Such a facility shall have a total floor area no greater than 10,000 square feet for all principal buildings associated with the facility.
- 30. Commercial Trailered Ramp, Hand-Carry Launch, or Dock:**
A trailered ramp, hand-carry launch, or dock, including an associated parking area and access road, that is privately owned and operated, and open to all members of the public, with or without a fee, but not meeting the definition of a public trailered ramp, hand-carry launch, or dock.

- 31. Commercial Use:**
The use of lands, buildings or structures the intent or result of which is the production of income from the buying or selling of goods and/or services. Commercial use does not include a home occupation or the rental of a Residential Dwelling Unit or Resort Accomodations on a single lot or forest management activities where such activities are otherwise exempt from review.
- 32. Commission:**
The Maine Land Use Regulation Commission.
- 33. Community Living Facility:**
A housing facility for eight or fewer persons with disabilities that is approved, authorized, or certified by the State. A community living facility may include a group home, foster home, or intermediate care facility. Disability has the same meaning as the term “handicap” in the Federal Fair Housing Act, 42 USC §3602 [30-A M.R.S.A. §4357-A].
- Residents of a community living facility cannot be using or addicted to a “controlled substance” as defined in the Controlled Substances Act, 21 USC §802(6), or living in the facility as a result of a criminal offense.
- 34. Compatible Use:**
A land use which is capable of existing in harmony with other uses or resources situated in its immediate vicinity because that use does not adversely affect such other uses or resources.
- 35. Compensation:**
Replacement of a lost or degraded wetland function with a function of equal or greater value.
- 36. Creation:**
An activity bringing a wetland into existence at a site where it did not formerly occur.
- 37. Critically Imperiled Natural Community (S1):**
An assemblage of plants, animals and their common environment that is extremely rare in Maine or vulnerable to extirpation from the state due to some aspect of its biology. An example of an S1 community that occurs in freshwater wetlands is the Outwash Plain Pondshore community.
- 38. Cross-Sectional Area:**
The cross-sectional area of a stream channel shall be determined by multiplying the stream channel width by the average stream channel depth. The stream channel width is the straight line distance from the normal high water mark of one side of the channel to such mark on the opposite side of the channel. The average stream channel depth shall be the average of the vertical distances from a straight line between the normal high water marks of the stream channel to the bottom of the channel.
- 39. Deer Wintering Areas:**
Areas used by deer during winter for protection from deep snows, cold winds, and low temperatures.
- 40. Development:**
Any land use activity or activities directed toward using, reusing or rehabilitating air space, land, water or other natural resources, excluding, however, such specific uses or classes and categories of uses which by the terms of this chapter do not require a permit.
- 41. Intentionally Omitted.**
- 42. Direct Watershed:**
That portion of the land area which drains surface water directly to a body of standing water without such water first passing through an upstream body of standing water.

- 43. Disturbed Area:**
The area of a parcel that is stripped, graded, grubbed or otherwise results in soil exposure at any time during the site preparation for, or construction of, a project. "Disturbed area" does not include maintenance of an existing impervious area, but does include a new impervious area or expansion of an existing impervious area.
- 44. Docking Structure:**
A structure placed in or near water primarily for the purpose of securing and/or loading or unloading boats and float planes, including but not limited to docks, wharfs, piers, and associated anchoring devices, but excluding boathouses and floatplane hangars.
- 45. Driveways**
A vehicular access-way, other than a land management road, less than 1000 feet in length serving two or fewer lots.
- 46. Intentionally Omitted.**
- 47. Elevated Building:**
A building, without a basement,
a. built, in the case of a building in FEMA zones A1-30, AE, or A, to have the top of the elevated floor, or in the case of a building in Zone VE, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, post, piers, or "stilts;" and
b. adequately anchored so as not to impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.
- In the case of Zones A1-30, AE, or A, elevated building also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Section 4, Sub-Chapter III, 10.25,T,2,1. In the case of Zone VE, elevated building also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards set forth in Section 4, Sub-Chapter III, 10.25, T,2,p,(b),(iii).
- 48. Emergent Marsh Vegetation:**
Plants that are erect, rooted and herbaceous; grow in saturated to permanently flooded areas; and do not tolerate prolonged inundation of the entire plant (e.g., cattails, burreed, tussock sedge, rice cut grass, phragmites, pickerel weed, arrowhead and bulrush).
- 48A. Employee Housing:**
Short-term and/or long-term onsite and/or off-site housing for employees of resorts.
- 49. Enhancement:**
An activity increasing the net value of a wetland.
- 50. Excursion Service:**
A water-borne transport service established to ferry tourists and other persons non-resident to the place of destination. This term shall also include sight-seeing and other recreational cruises such as "whale-watchers" where there may be no specific point of destination.
- 51. Expansion of a Structure:**
The increase in the floor area of a structure, including attached decks and porches, or the increase in the height of a structure.
- 52. Family:**
One or more persons occupying a premises as a single housekeeping unit.

- 53. FEMA:**
Federal Emergency Management Agency.
- 54. Fishery Management Practice:**
Activities engaged in for the exclusive purpose of management of freshwater and anadromous fish populations by manipulation of their environment for the benefit of one or more species. Such practices may include but not be limited to the construction of traps and weirs, barrier dams, stream improvement devices, fishways, and pond or stream reclamation, provided that any such activities are specifically controlled and designed for the purpose of managing such species and are conducted or authorized by appropriate state or federal fishery management agencies in compliance with the water quality standards contained in 38 M.R.S.A. §465.
- 55. Flood or Flooding:**
- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) the overflow of inland or tidal waters.
 - (2) the unusual and rapid accumulation or runoff of surface waters from any source.
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Section 10.02,55,a,(1) of this definition.
- 56. Flood Elevation Study:**
An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.
- 57. Flood Hazard Boundary Map (FHBM):**
An official map of a township, plantation or town, issued by the Federal Insurance Administrator, where the boundaries of the base flood have been designated.
- 58. Flood Insurance Rate Map (FIRM):**
An official map of a township, plantation or town, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.
- 59. Flood Insurance Study (FIS):** See **Flood Elevation Study**.
- 60. Floodplain or Flood Prone Area:**
Any land area susceptible to being inundated by water from any source (see **Flood or Flooding**).
- 61. Floodplain Wetland:**
Wetlands that are inundated with flood water during a 100-year event based on site specific information including, but not limited to, flooding history, landform, and presence of hydric, alluvial soils, and that under normal circumstances support a prevalence of wetland vegetation typically adapted for life in saturated soils.
- 62. Floodproofing:**
Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and contents.

- 63. Floodway:** See **Regulatory Floodway**.
- 64. Floodway Encroachment Lines:**
The lines marking the limits of floodways on federal, state, and local floodplain maps.
- 65. Floor Area:**
The sum of the horizontal areas of the floor(s) of a structure, excluding basements, measured by their exterior dimensions. Floor area shall include, but not be limited to, all stories and lofts, decks, garages, porches and greenhouses.
- 66. Flowing Water:**
A surface water within a stream channel that has a perceptible flow and is substantially permanent in nature. Such waters are commonly referred to as rivers, streams, and brooks.
- 67. Footprint:**
The measure of the area in square feet within the exterior limits of the perimeter of a structure.
- 68. Forest:**
A plant community predominantly of trees and other woody vegetation growing more or less closely together.
- 69. Forest Management Activities:**
Forest management activities include timber cruising and other forest resource evaluation activities, pesticide or fertilizer application, timber stand improvement, pruning, timber harvesting and other forest harvesting, regeneration of forest stands, and other similar or associated activities, but not the construction, creation, or maintenance of land management roads, nor the land application of septage, sludge and other residuals and related storage and composting activities.
- 70. Forest Product:**
Any raw material yielded by a forest.
- 71. Forested Wetland:**
Freshwater wetlands dominated by woody vegetation that is 6 meters tall, or taller.
- 72. Freshwater Wetland:**
Freshwater swamps, marshes, bogs and similar areas that are inundated or saturated by surface or groundwater at a frequency and for a duration sufficient to support, and which under normal circumstances do support, a prevalence of wetland vegetation typically adapted for life in saturated soils and not part of a great pond, coastal wetland, river, stream or brook.
- 73. Functionally Dependent Use:**
For purposes of regulating development in flood prone areas, a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
- 74. Gatehouse:** See **Checkpoint Building**.

75. Hand-Carry Launch:

A shoreland alteration, including, but not limited to, a landing area (that portion of the launch at or below the normal high water mark), a launch area (that portion of the launch immediately adjacent to and above the normal high water mark) any associated parking area, access pathway and/or road, and other similar related facilities to allow an item, including but not limited to a boat, personal watercraft, or dock float, to be moved by hand, to or from the surface of a water body. Unless otherwise specified by permit condition, boat trailers or dollies designed to be moved by hand may be used at such facilities provided no special site design is required to accommodate such devices.

76. Historic Structure:

Any structure that is:

- a. listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- c. individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) by an approved state program as determined by the Secretary of the Interior, or
 - (2) directly by the Secretary of the Interior in states without approved programs.

77. Home Adult Day Services Program:

A group program of care, therapeutic activities and supervision maintained or carried out on a regular basis by a person or persons in a private dwelling, for consideration, for at least two hours a day, for three to 12 adults 19 years of age or older, who are not related to, or under the guardianship of the provider.

78. Home Child Day Care Provider:

A person who receives consideration to provide child care in his or her residence on a regular basis, for three to 12 children under 13 years old, who are not related to, or under the guardianship of the provider.

79. Home Occupation:

A business, profession, occupation, or trade undertaken for gain or profit which: a) is clearly incidental and secondary to the use of the Residential Dwelling Unit; b) is wholly carried on within a Residential Dwelling Unit or other structure accessory to a Residential Dwelling Unit; c) is carried on by a resident of the Residential Dwelling Unit; and d) utilizes no more than 50 percent of all floor area of the Residential Dwelling Unit or of the total combined floor area of the Residential Dwelling Unit and accessory structure (s) in which the occupation is carried out. The term is further defined as minor and major home occupation as follows:

Minor home occupation: A home occupation not noticeable from the exterior of a building, except as herein allowed, that utilizes no more than 50 percent of all floor area of all principal and accessory structures up to a limit of 1,000 square feet.

Major home occupation: A home occupation not noticeable from the exterior of a building, except as herein allowed, that utilizes no more than 50 percent of all floor area of all principal and accessory buildings up to a limit of 1,500 square feet.

80. Imperiled Natural Community (S2):

An assemblage of plants, animals and their common environment that is rare in Maine or vulnerable to further decline. Examples of S2 communities that occur in freshwater wetlands are Atlantic White Cedar Swamp, Alpine Bog-Meadow, Circumneutral Fen, Maritime Slope Bog, and Coastal Plain Pocket Swamp.

81. Impervious Area:

The area of a parcel that consists of buildings and associated constructed facilities or areas that will be covered with a low-permeability material, such as asphalt or concrete, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common impervious areas include, but are not limited to, rooftops, walkways, decks, porches, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. A natural or man-made water body is not considered an impervious area.

82. Land Management Road:

A route or track consisting of a bed of exposed mineral soil, gravel, or other surfacing material constructed for, or created by, the repeated passage of motorized vehicles and used primarily for agricultural or forest management activities, including associated log yards but not including skid trails, skid roads, and winter haul roads.

83. Land Use Subdistrict:

The area located within the boundaries of air, land or water delineated vertically or horizontally by the Commission to provide for distinct categories of uses or resources.

83A. Land Use Zones:

The area located within the boundaries of air, land or water delineated vertically or horizontally by the Concept Plan to provide for distinct categories of uses or resources.

84. Lean-To:

A three-sided, roofed structure used for transient occupancy and commonly constructed for campsites.

85. Level A Mineral Exploration Activities:

Mineral exploration activities engaged in for purposes of determining the location, extent and composition of mineral deposits, provided that such activities are limited to test boring, test drilling, hand sampling, the digging of test pits having a maximum surface opening of 100 square feet, or other test sampling methods which cause minimum disturbance to soil and vegetative cover. Level A mineral exploration activities shall not include bulk sampling of mineral deposits.

Access ways for Level A mineral exploration activities shall include only access ways the creation of which involves little or no recontouring of the land or ditching, and does not include the addition of gravel or other surfacing materials. Clearing of the vegetative cover shall be limited to the minimum necessary to allow for the movement of equipment.

86. Level B Mineral Exploration Activities:

Mineral exploration activities involving the bulk sampling of mineral deposits, or any mineral exploration activities which exceed those defined as Level A mineral exploration activities and which are not defined as Level C metallic mineral exploration activities.

- 87. Level C Mineral Exploration Activities:**
Metallic mineral exploration activities involving the disturbance of a site, by excavation, of more than two (2) acres of surface area or the excavation or removal of more than ten thousand (10,000) cubic yards of soil, overburden, ore or other earthen materials from the site of exploration.
- 88. Level A Road Projects:**
Reconstruction within existing rights-of-way of public or private roads other than land management roads, and of railroads, excepting bridge replacements. Examples of such activities include, without limitation, culvert replacements, resurfacing, ditching, and bridge repair. When there is no existing layout of right-of-way, the right-of-way should be assumed to extend 33 feet on either side of the existing centerline.
- 89. Level B Road Projects:**
Minor relocations, and reconstructions, involving limited work outside of the existing right-of-way of public roads or private roads other than land management roads and of railroads; bridge reconstruction and minor relocations whether within or outside of existing right-of-way of such roads; "Minor relocations" as used herein may not exceed 300 feet in horizontal displacement of centerline. "Reconstruction" as used herein may involve widening of existing rights-of-way not to exceed 50 feet on either side.
- 90. Level C Road Projects:**
Construction of new roads, and relocations or reconstruction of existing roads, other than that involved in level A or level B road projects; such roads shall include both public and private roadways excluding land management roads.
- 91. Locally Established Datum:**
For purposes of regulating development in flood prone areas, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD) or any other established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.
- 92. Lot Coverage:**
The total footprint area of all structures, which includes, but is not limited to, buildings, parking lots, and driveways.
- 93. Lowest Floor**
The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Section 4, Sub-Chapter III, 10.25,T,2,1.
- 94. Maintenance:**
Activities required to assure continuation of a wetland or the accomplishment of project goals after a restoration or creation project has been technically completed, including, but not limited to, water level manipulations and control of non-native plant species.
- 95. Major Flowing Water:**
A flowing water downstream from the point where such water drains 50 square miles or more.

96. Management Class 1 Lake:

Lake, also referred to as a "Least Accessible, Undeveloped, High Value Lake", which meets the following criteria:

- a. Relatively undeveloped: As of November 17, 1988, having less than one development unit per shore mile within 250 feet of the normal high water mark, taken as an average over the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.
- b. Relatively inaccessible: As of November 17, 1988, having no road passable during summer months with a two-wheel drive vehicle within 1/4 mile of the normal high water mark of the lake.
- c. High resource value(s): Found to have one or more outstanding resource values according to the Commission's Wildlands Lake Assessment as shown in Appendix C of these regulations.

Such lakes are designated as MC1 on the Commission's Land Use Guidance Maps. All lakes included in the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

97. Management Class 2 Lake:

Lake, also referred to as an "Accessible, Undeveloped, High Value Lake", which meets the following criteria:

- a. Relatively Undeveloped: As of November 17, 1988, having less than one development unit per shore mile within 250 feet of the normal high water mark, taken as an average over the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.
- b. Relatively Accessible: As of November 17, 1988, having a road passable during the summer months with a 2-wheel drive motor vehicle within 1/4 mile of the normal high water mark of the lake.
- c. High Resource Value: Having at least two of the following outstanding resource values according to the Commission's Wildlands Lake Assessment:
 - (1) An outstanding rating for fisheries
 - (2) An outstanding rating for scenic value
 - (3) An outstanding rating for shore character
 - (4) An outstanding rating for wildlife when the rating was due to exceptional concentration and/or diversity of wildlife species.

Such lakes are designated as MC2 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

98. Management Class 3 Lake:

Lake, also referred to as "Potentially Suitable for Development" which through a consideration of existing water quality, potential water quality impacts, location, access, conflicting uses, available shoreline, water level fluctuation, regional considerations, and special planning needs is found by the Commission to be a potentially suitable location for shoreland development. Such lakes are more specifically defined in the Commission's Comprehensive Land Use Plan.

Such lakes are designated as MC3 on the Commission's Land Use Guidance Maps encompassing such lakes. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

99. Management Class 4 Lake:

Lake, also referred to as a "High Value, Developed Lake", which meets the following criteria:

- a. Two or more "outstanding" resource values as identified in the Maine Wildlands Lake Assessment;
- b. Relatively accessible: As of November 17, 1988, accessible to within 1/4 mile of the normal high water mark of the lake by 2-wheel drive motor vehicle during summer months;
- c. Relatively developed: As of November 17, 1988, having an average of more than one development unit per mile of shore within 250 feet of the normal high water mark of the lake. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map; and
- d. Not meeting the criteria for Management Class 3 Lakes.

Such lakes are designated as MC4 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

100. Management Class 5 Lake:

Lake, also referred to as a "Heavily Developed Lake", which meets the following criteria:

- a. As of November 17, 1988, having more than one development unit per 10 acres of lake surface area; or
- b. As of November 17, 1988, having more than one development unit per 400 feet of shore frontage, taken as an average around the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.

Such lakes are designated as MC5 on the Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

101. Management Class 6 Lake:

Lake, also referred to as a "Remote Pond", which meets the following criteria:

- a. Having no existing road access by two-wheel drive motor vehicles during summer months within 1/2 mile of the normal high water mark of the water body;
- b. Having existing buildings within 1/2 mile of the normal high water mark of the water body limited to no more than one non-commercial remote camp and its accessory structures; and
- c. Supporting cold water game fisheries.

Such lakes are designated as MC6 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

102. Management Class 7 Lake:

All lakes which are not otherwise classified in one of the other six lake Management Classes.

103. Manufactured Home:

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For purposes of regulating development in flood prone areas, the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 90 consecutive days.

104. Manufactured Home Park or Subdivision:

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

105. Mean High Water Level:

The shoreline of tidal waters; the average high tide level for the previous 19 years.

106. Mean Lower Low Water Level:

By a 1980 international convention, a standard for all nautical charts, as providing the lowest low water levels likely to be encountered in navigation.

107. Mean Sea Level:

For purposes of regulating development in flood prone areas, the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

108. Metallic Mineral Mining Activity:

"Metallic mineral mining activity" means any activity or process that is for the purpose of extraction or removal of metallic minerals, and includes processes used in the separation or extraction of metallic minerals from other material including, but not limited to: crushing, grinding, beneficiation by concentration (gravity, flotation, amalgamation, electrostatic, or magnetic); cyanidation; leaching; crystallization; or precipitation; mine waste handling and disposal; and processes substantially equivalent, necessary, or incidental to any of the foregoing. Metallic mineral mining or metallic mineral mining activity does not include Level A, B or C exploration activities, or thermal or electric smelting.

- 109. Mineral Deposit:**
Any deposit of peat, sand, gravel, rock, topsoil, limestone, slate, granite, coal, gems, metallic or non-metallic ores or other minerals.
- 110. Mineral Extraction:**
Any extraction of a mineral deposit, other than peat extraction, metallic mineral mining activities or Level A, B, or C, exploration activities.
- 111. Mineral Extraction for Road Purposes:**
Mineral extraction where at least 75% by volume of the minerals extracted over any three year period are used for the purposes of construction or maintenance of land management or other roads.
- 112. Mineral Processing Equipment:**
Equipment used to process minerals following extraction including, but not limited to, rock crushers and batch plants. The term does not include equipment used to remove, sort or transport minerals, such as front end loaders, screens or trucks.
- 113. Mineral Soil:**
Soil material in which inorganic (mineral) constituents predominate.
- 114. Minor Flowing Water:**
A flowing water upstream from the point where such water drains less than 50 square miles.
- 115. Mitigation:**
Actions taken to off-set potential adverse environmental impact. Such actions include the following:
- a. Avoiding an impact altogether by not taking a certain action or parts of an action;
 - b. Minimizing an impact by limiting the magnitude or duration of an activity, or by controlling the timing of an activity;
 - c. Rectifying an impact by repairing, rehabilitating, or restoring the affected environment;
 - d. Reducing or eliminating an impact over time through preservation and maintenance operations during the life of the project; and
 - e. Compensating for an impact by replacing affected resources or environments.
- 116. Mitigation Banking:**
Wetland restoration, enhancement, preservation or creation for the purpose of providing compensation credits in advance of future authorized impacts to similar resources.
- 117. Mooring:**
A structure for securing a vessel or aircraft that consists of a line and buoy that is fixed to the bottom of a water body, or attached to a weight that rests on the bottom of a water body.
- 118. Motorized Recreational Gold Prospecting:**
Operation of small-scale, motorized equipment for the removal, separation, refinement, and redeposition of sediments and other substrates occurring below the normal high water mark of a stream, for the noncommercial, recreational discovery and collecting of gold specimens. This includes, but is not limited to, the operation of a motorized suction dredge, sluice, pump, rocker box, or winch, individually or together.

- 119. Multi-Family Dwelling:**
A building containing two or more Residential Dwelling Units.
- 120. National Geodetic Vertical Datum (NGVD):**
The national vertical datum, whose standard was established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD was based upon mean sea level in 1929 and also has been called “1929 Mean Sea Level (MSL)”.
- 121. Nonconforming Lot:**
A preexisting lot which, upon the effective date of adoption or amendment of these rules, does not meet the area, frontage or other dimensional requirements for a legally existing or proposed use.
- 122. Nonconforming Structure:**
"A structure, lawfully existing at the time of adoption of district regulations or subsequent amendment made thereto, that does not conform to the district regulations." 12 M.R.S.A. §682
More specifically, a nonconforming structure is legally existing, but does not meet one of the following dimensional requirements: setback, lot coverage, or height requirements.
- 123. Nonconforming Use:**
"A use of air, land, water or natural resources or a parcel of land, lawfully existing at the time of adoption of district regulations or subsequent amendments made thereto, that does not conform to the district regulations." 12 M.R.S.A. §682. More specifically, a nonconforming use is a legally existing use of buildings, structures, premises, lands, or parts thereof which would not be allowed to be established under current regulations in the subdistrict in which it is situated.
- 124. Non-Tidal Waters:**
All waters or portions thereof, which do not ebb and flow as the result of tidal action.
- 125. Normal High Water Mark of Non-Tidal Waters:**
That line on the shores and banks of non-tidal waters which is discernible because of the different character of the soil or the vegetation due to the influence of surface water. Relative to vegetation, it is that line where the vegetation changes from predominantly aquatic to predominantly terrestrial (aquatic vegetation includes but is not limited to the following plants and plant groups - water lily, pond lily, pickerel-weed, cat tail, wild rice, sedges, rushes, marsh grasses; and terrestrial vegetation includes but is not limited to the following plants and plant groups - upland grasses, aster, lady slipper, wintergreen, partridge berry, sasparilla, pines, cedars, oaks, ashes, alders, elms, spruces, birches, beeches, larches, and maples). In places where the shore or bank is of such character that the normal high water mark cannot be easily determined (as in the case of rock slides, ledges, rapidly eroding or slumping banks) the normal high water mark shall be estimated from places where it can be determined by the above method.
- 126. Normal High Water Mark of Tidal Waters:**
That line on the shore of tidal waters reached by the shoreward limit of the rise of the medium tides between the spring and the neap, commonly referred to as the mean high water level. This line may be identified where appropriate by discerning the debris line left by tidal action.

127. Normal Maintenance and Repair:

Unless otherwise provided, work necessary to maintain an improvement, structure, or docking structure in its original or previously improved state or condition, as long as there is no expansion of a nonconforming structure and less than 50 percent of a structure is replaced. This includes general upkeep, such as painting, fixing portions of the structure that are in disrepair, or the replacement of sill logs, roofing materials, siding, or windows. In-kind and in-place replacement of decking or exterior stairs is considered to be normal maintenance and repair. Normal maintenance and repair shall not include reconstruction, or change in design, change in structure, change in use, change in location, or a change in size or capacity. Activities involving a permanent docking structure constitute normal maintenance and repair only when less than 50 percent of those portions of the permanent docking structure that are above the level of the water during normal high water are maintained or repaired.

128. On Premise Sign:

A sign which is located upon the same lot or parcel of real property where the business, facility, or point of interest being advertised is located.

128A. On-Site Caretaker/Manager Housing:

Housing located on property owned by a homeowners association or resort and occupied by an employee or an individual member of a homeowners association or resort, to provide on-going maintenance, property management, and caretaking services to the association, resort and/or its members in connection with the operation of a residential subdivision or resort. On-Site Caretaker/Manager Housing may be occupied by the employee (on-site caretaker/manager) and his or her family and temporary guests. On-Site Caretaker/Manager Housing may be associated with a common area facility, or may be located on a separate lot owned by the homeowners association or resort.

129. Open Space:

Any parcel or area of land essentially unimproved and set aside, dedicated, designated, or reserved for the public use, for the common use of owners and occupants of land adjoining or neighboring such open space, or for purposes intended to preserve important natural features of the site.

130. 100-year Flood: See Base Flood**131. Parking Area:**

A place, whether or not paved, designed primarily for parking motor vehicles. "Parking area" includes parking lots, parking spaces, parking lanes, and circulation aisles and corridors.

132. Peatland:

Freshwater wetlands, typically called bogs or fens, consisting of organic soils at least 16" deep, predominantly vegetated by ericaceous shrubs (heath family), sedges, and sphagnum moss and usually having a saturated water regime.

133. Permanent Docking Structure:

A structure in place for longer than seven months in any calendar year or which is so large or otherwise designed as to make it impracticable to be removed on an annual basis without alteration of the shoreline.

134. Permanent Foundation:

A supporting substructure that either extends below the frost line or is designed to permanently withstand freeze-thaw conditions. Permanent foundations include full foundations, basements,

slabs and frost walls. For the purposes of this definition "sono tubes" or posts installed with augers are not considered permanent foundations.

- 135. Person:**
"An individual, firm, association, organization, partnership, trust, company, corporation, state agency or other legal entity." 12 M.R.S.A. §682.
- 136. Personal Watercraft:**
"Any motorized watercraft that is 14 feet or less in hull length as manufactured, has as its primary source of propulsion an inboard motor powering a jet pump and is capable of carrying one or more persons in a sitting, standing or kneeling position. 'Personal watercraft' includes, but is not limited to, a jet ski, wet bike, surf jet and miniature speedboat. 'Personal watercraft' also includes motorized watercraft whose operation is controlled by a water skier." 12 M.R.S.A. §7791, sub-§11-A.
- 137. Pesticide:**
A chemical agent or substance employed to kill or suppress pests (such as insects, weeds, fungi, rodents, nematodes or other organisms) or intended for use as a plant regulator, defoliant or desiccant.
- 138. Piped Water:**
Water supplied to a building by means other than hand pump or hand carry.
- 138A. Plan Area:**
The land area subject to this Concept Plan.
- 139. Portable Mineral Processing Equipment:**
Mineral processing equipment that is not fixed to a location on the ground but rather is designed to be readily moved from one mineral extraction operation to another.
- 140. Practicable:**
Available and feasible considering cost, existing technology and logistics based on the overall purpose of the project.
- 141. Preservation:**
The maintenance of a wetland area or associated upland areas that contribute to the wetland's functions so that it remains in a natural or undeveloped condition. Preservation measures include, but are not limited to, conservation easements.
- 142. Primitive Recreation:**
Those types of recreational activities associated with non-motorized travel, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing.
- 143. Primitive Septic System:**
A septic system that uses an alternative toilet, such as a pit privy, compost, chemical, recirculating, incinerating, and vacuum types and a minimal disposal field designed to treat gray waste water that originates from a non-pressurized water supply.
- 144. Principal Building:**
A building which provides shelter for the primary use of a parcel. On a single parcel, all buildings related to forest or agricultural management activities, including dwellings of the owner or lessee and employees, are considered one principal building.

- 145. Principal Use:**
A use other than one which is wholly incidental or accessory to another use on the same premises.
- 146. Private Trailered Ramp, Hand-Carry Launch, or Dock:**
A trailered ramp, hand-carry launch, or dock that is privately owned and operated, and not open to all members of the public.
- 147. Projecting Sign:**
A sign which is attached to a wall of a building and extends more than 15 inches from any part of the wall.
- 148. Property Line:**
Any boundary between parcels of land owned or leased by different persons or groups of persons.
- 149. Public Road or Roadway:**
Any roadway which is owned, leased, or otherwise operated by a governmental body or public entity.
- 150. Public Trailered Ramp, Hand-Carry Launch, or Dock:**
A trailered ramp, hand-carry launch, or dock, including associated facilities, that is owned, leased, or operated by a public entity and made available with or without a fee. Such entities include owners of federally licensed hydropower projects within the resource affected by the hydropower project for use by all members of the public.
- 151. Reclamation:**
The rehabilitation of the area of land affected by mineral extraction, including but not limited to, the stabilization of slopes and the creation of safety benches, the planting of vegetation including grasses, crops, shrubs, and/or trees, and the enhancement of wildlife and aquatic habitat and aquatic resources.
- 152. Reconstruction:**
Unless otherwise provided, the addition of a permanent foundation or the rebuilding of a structure after more than 50 percent by area of its structural components, including walls, roof, or foundation, has been destroyed, damaged, demolished or removed. Leaving one or two walls or the floor of a structure in place, while rebuilding the remaining structure, is considered reconstruction, not normal maintenance and repair or renovation.
- 153. Recreational Vehicle:**
For purposes of regulating development in flood prone areas, a vehicle which is:
- a. built on a single chassis;
 - b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
 - c. designed to be self-propelled or permanently towable by a motor vehicle; and
 - d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- 154. Regulatory Floodway:**
The channel of a river or other flowing water and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. When not designated on the township's, plantation's, or town's Flood Insurance Rate Map, Flood Boundary and Floodway Map, or Flood Hazard Boundary Map, it is considered to be the channel of a river or other flowing water and the adjacent land areas to a

distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

155. Remote Camp:

A dwelling unit consisting of not more than 750 square feet of gross floor area, that is not served by any public utilities, except radio communications.

156. Remote Campsites:

Campsites which are not part of commercial campgrounds and which are characterized by their remoteness, limited scale, dispersed nature, and limited usage. More specifically, remote campsites include sites which:

- a. are designed to be accessible and generally are only accessible by water or on foot;
- b. are comprised of not more than four individual camping areas designed for separate camping parties, and are designed for a total of not more than 12 overnight campers;
- c. have permanent structures limited to privies, fireplaces or fire rings, picnic tables, and picnic table shelters consisting of a roof without walls; and
- d. require no other construction or grading and only minimal clearing of trees.

157. Remote Rental Cabin:

A building used only as a commercial lodging facility on a transient basis by persons primarily in pursuit of primitive recreation or snowmobiling in an isolated and remote setting. A remote rental cabin cannot be larger than 750 square feet in gross floor area; cannot be served by any public utilities providing electricity, water, sewer, or telephone services; cannot have pressurized water; and cannot have a permanent foundation. Placement of these buildings does not create a lot for subsequent lease or sale.

A remote rental cabin cannot be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

See Section 4, Sub-Chapter III, 10.25Q “Subdivision and Lot Creation” to determine how such buildings are counted for purposes of subdivision.

158. Renovation:

Restoring or remodeling a structure. Renovation includes interior modifications, and the installation of new windows, floors, heating systems, or other features, as long as there is no expansion of a nonconforming structure and less than 50 percent of the building’s structural components are replaced. The introduction of plumbing to a structure may constitute a change in use that requires a permit.

159. Residential:

Pertaining to human habitation.

160. Residential Directional Sign:

An off-premise sign erected and maintained by an individual or family to indicate the location of his or its residence.

160A. Residential Dwelling Unit:

One or more rooms with private bath and kitchen facilities comprising an independent self-contained unit and used, or intended to be used, for human habitation; provided, however, that “Residential Dwelling Unit” shall not include Resort Accommodations.

161. Residual:

“Residual means solid wastes generated from municipal, commercial or industrial facilities that is suitable for agronomic utilization. These materials may include: food, fiber, vegetable and fish processing wastes; dredge materials; sludges; dewatered septage; and ash from wood or sludge fired boilers.” DEP Rules, Chapter 400, §1.

161A. Resort Accommodations:

Visitor accommodations such as hotels, inns, lodges and other facilities detailed in the Resort Development Zone (D-GN2M), and a variety of residential uses, including permanent homes, second homes and vacation homes, that are integrated into the resort development. Whether rented, leased, let or owned as separate lots or under a unit ownership regime.

162. Restoration:

An activity returning a wetland from a disturbed or altered condition with lesser acreage or fewer functions to a previous condition with greater acreage or function.

163. Roadway:

A public or private road including any land management road.

164. Roof Sign:

A sign which is attached flat to, painted on, or pinned away from the roof of a building.

165. Septage:

”Septage means waste, refuse, effluent, sludge, and any other materials from septic tanks, cesspools, or any other similar facilities.” 38 M.R.S.A. §1303-C “Septage is defined as a mixture of liquids and solids derived from residential sanitary wastewater, and includes sanitary wastewater from tanks connected to commercial and institutional establishments which have inputs similar to residential wastewater. Septage also includes wastes derived from portable toilets.” DEP Rules, Chapter 420, §1

166. Service Drop:

Any utility line extension which does not cross or run beneath any portion of a body of standing water provided that:

- a. in the case of electric service
 - (1) the placement of wires and/or the installation of utility poles is located entirely upon the premises of the customer requesting service or upon a roadway right-of-way; and
 - (2) the total length of the extension within any 5 year period is less than 2,000 feet.
- b. in the case of telephone service
 - (1) the extension, regardless of length, will be made by the installation of telephone wires to existing utility poles; or
 - (2) the total length of the extension within any 5 year period, requiring the installation of new utility poles or placed underground, is less than 2,000 feet.

167. Setback:

The minimum horizontal distance from the lot line, shoreline, upland edge of a wetland, or road to the nearest part of the structure or other regulated area such as a driveway or parking area.

168. Shoreland Alteration:

Any land use activity, which alters the shoreland area, either at, adjacent to or below the normal high water mark, of any surface water body, including but not limited to:

- a. dredging or removing materials from below the normal high water;
- b. construction or repairing any permanent structure below the normal high water mark.

For purposes of this subsection, permanent structure shall mean any structure, including but not limited to, causeways, wharfs, piers, docks, concrete or similar slabs, bridges, hand-carry launches, trailered ramps, water-access ways, piles, marinas, retaining walls, riprap, buried or submarine utility cables and lines, permanent docking structures, mooring structures, and water lines. A structure which is not fixed in or over the water or below the normal high water mark for more than 7 months in a calendar year shall not be a permanent structure;

- c. depositing any dredged spoil or fill below the high water mark; and
- d. depositing dredged spoil or fill, or bulldozing, scraping or grading, on land adjacent to a water body in such a manner that the material or soil may fall or be washed into the water body, except that filling and grading or water crossings which do not require a permit as specified in Section 4, Sub-Chapter III, 10.27, or other provisions of these rules shall not constitute shoreland alteration.

Activities which cause additional intrusion of an existing structure into or over the water body, are also considered shoreland alterations.

169. Shoreline:

The mean high water level of tidal water, or the normal high water mark of a body of standing water, flowing water, or stream channel.

170. Sign:

Any structure, display, logo, device or representation which is designed or used to advertise or call attention to any thing, person, business, activity, or place and is visible from any roadway or other right-of-way. It does not include the flag, pennant, or insignia of any nation, state or town.

Visible shall mean capable of being seen without visual aid by a person of normal visual acuity.

The size of a ground, roof, or projecting sign shall be the area of the smallest square, rectangle, triangle, circle, or combination thereof, which encompasses the facing of a sign, including copy, insignia, background and borders; the structural supports of a sign are to be excluded in determining the sign area; where a supporting structure bears more than one sign, all such signs on the structure shall be considered as one sign, and so measured; only one face of a double-faced sign is included as the area of such sign. The area of a wall or window sign shall be the area of a regular geometric form enclosing a single display surface or display device containing elements organized, related, and composed to form a unit; where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element shall be considered to be a single sign.

171. Significant Wildlife Habitat:

The following areas to the extent that they have been identified by the Department of Inland Fisheries and Wildlife: habitat, as determined by the Department of Inland Fisheries and Wildlife, for species appearing on the official state or federal lists of endangered or threatened animal species; deer wintering areas and travel corridors as determined by the Department of Inland

Fisheries and Wildlife; high and moderate value water fowl and wading bird habitats, including nesting and feeding areas as determined by the Department of Inland Fisheries and Wildlife; critical spawning and nursery areas for Atlantic sea run salmon as determined by the Atlantic Sea Run Salmon Commission; shorebird nesting, feeding and staging areas and seabird nesting islands as determined by the Department of Inland Fisheries and Wildlife; and significant vernal pools as defined and identified in specific locations by the Department of Inland Fisheries and Wildlife.

172. Sludge:

“Sludge means non-hazardous solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant, or wet process air pollution control facility or any other such waste having similar characteristics and effect. The term does not include industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended.” DEP Rules, Chapter 400, §1

173. Soil Survey:

An inventory of soil resources that is based on a systematic field examination, description and classification of soils in an area. Using the results of the field investigation, a soil map and a written report are prepared which describe and classify the soil resources and interpret the soil suitability for various uses based upon soil limitations.

174. Spaghetti-lot:

“A parcel of land with a lot depth to shore-frontage ratio greater than 5 to 1. Shore frontage means land abutting a river, stream, brook, coastal wetland, or great pond as these features are defined in 38 M.R.S.A. §480-B.” 12 M.R.S.A. §682(13)

175. Special Flood Hazard Area: See Area of Special Flood Hazard.

176. Sporting camp: See Commercial Sporting Camp.

177. Stream Channel:

A channel between defined banks created by the action of surface water and characterized by the lack of terrestrial vegetation or by the presence of a bed, devoid of topsoil, containing waterborne deposits or exposed soil parent material or bedrock.

178. Structure:

“[A]nything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground, including, but not limited to, buildings, mobile homes, retaining walls, billboards, signs, piers and floats.” 12 M.R.S.A. §682. For purposes of regulating development in flood prone areas, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

179. Structure Height:

The vertical distance between the original grade at the uphill side of the structure and the highest point of the structure.

180. Subdivision:

Except as provided in 12 M.R.S.A. §682-B, “subdivision” means a division of an existing parcel of land into 3 or more parcels or lots within any 5-year period, whether this division is accomplished by platting of the land for immediate or future sale, by sale of land or by leasing. The term “subdivision” also includes the division, placement or construction of a structure or structures on a tract or parcel of land resulting in 3 or more parcels or lots within a 5-year period. 12 M.R.S.A. §682(2-A)

Refer to Section 4, Sub-Chapter III, “Subdivision and Lot Creation” for additional criteria on types of lots that are included or are exempt from this definition.

Level 1 subdivision: Any subdivision that does not meet the criteria of a level 2 subdivision is considered a level 1 subdivision.

Level 2 subdivision: Any subdivision that meets the criteria of Section 10.25,Q,2 is considered a level 2 subdivision.

181. Subsurface Waste Water Disposal System:

“Subsurface waste water disposal system means:

- a. Any system for the disposal of waste or waste water on or beneath the surface of the earth including, but not limited to:
 - (1) Septic tanks;
 - (2) Drainage fields;
 - (3) Grandfathered cesspools;
 - (4) Holding tanks; or
 - (5) Any other fixture, mechanism or apparatus used for these purposes; but
- b. Does not include:
 - (1) Any discharge system licensed under Title 38, §414;
 - (2) Any surface waste water disposal system; or
 - (3) Any municipal or quasi-municipal sewer or waste water treatment system.” 30-A M.R.S.A. §4201(5).

182. Subsurface Waste Water Disposal Rules:

The Maine Subsurface Waste Water Disposal Rules, 144A CMR 241, administered by the Department of Human Services.

183. Temporary Docking Structure:

Docking structures that are in place for less than seven months during any calendar year upon or over flowed or submerged lands, and are of such a size or design that they can be removed on an annual basis without requiring alteration of the shoreline.

184. Tidal Waters:

All waters or portions thereof which customarily ebb and flow as the result of tidal action.

185. Timber Harvesting:

The cutting and removal of trees from their growing site, and the attendant operation of mobile or portable chipping mills and of cutting and skidding machinery, including the creation and use of skid trails, skid roads, and winter haul roads, but not the construction or creation of land management roads.

186. Traffic Control Sign or Device:

A route marker, guide sign, warning sign, sign directing traffic to or from a bridge, ferry or airport, or sign regulating traffic, which is not used for commercial or advertising purposes.

187. Trail:

A route or path other than a roadway, and related facilities, developed and used primarily for recreational activities including but not limited to hiking, backpacking, cross-country skiing and snowmobiling, which passes through or occurs in a natural environment. Related facilities may include but not be limited to subsidiary paths, springs, view points, and unusual or exemplary natural features in the immediate proximity of the trail which are commonly used or enjoyed by the users of the trail.

- 188. Trailered Ramp:**
A shoreland alteration, including, but not limited to, an associated parking area, access road, and other similar related facilities to allow a trailer to be backed below the normal high water level of a water body in order to load or unload an item, including but not limited to a boat, personal watercraft, float plane, or dock float.
- 189. Transient Occupancy:**
“Occupancy that does not exceed 90 consecutive days” 12 M.R.S.A. §682(18). For the purposes of the application of the Commission’s rules regarding campsites, the Commission considers occupancy to mean the length of time the tent, trailer, camper, recreational vehicle, or similar device used for camping is located on the site.
- 190. Unorganized and Deorganized Areas:**
“Unorganized and deorganized areas includes all unorganized and deorganized townships, plantations that have not received commission approval under section 685-A, subsection 4 to implement their own land use controls, municipalities that have organized since 1971 but have not received commission approval under section 685-A, subsection 4 to implement their own land use controls and all other areas of the State that are not part of an organized municipality except Indian reservations.” 12 M.R.S.A. §682.
- 191. Utility Facilities:**
Structures normally associated with public utilities, including without limitation: radar, radio, television, or other communication facilities; electric power transmission or distribution lines, towers and related equipment; telephone cables or lines, poles and related equipment; municipal sewage lines; gas, oil, water, slurry or other similar pipe lines or above ground storage tanks.
- 192. Wall Sign:**
A sign which is attached flat to, painted on or pinned away from the wall of a building and does not project more than 15 inches from such wall.
- 193. Water Bar:**
An obstruction placed across a roadway which effectively diverts surface water from and off the road.
- 194. Water-Access Ways:**
A structure consisting of a pair of parallel rails, tracks, or beams extending from above the normal high water mark to below the normal high water mark of a water body, and designed as the conveying surface from which an item, including but not limited to a boat, personal watercraft, float plane, or dock float, with or without a support cradle, is launched into or removed from the water body.
- 195. Water Crossing:**
A roadway or trail crossing of any body of standing or flowing water (including in its frozen state) by means of a bridge, culvert, or other means.
- 196. Water-Dependent Uses:**
Those uses that require for their primary purpose, location on submerged lands or that require direct access to, or location in, coastal waters and which cannot be located away from these waters. These uses include commercial and recreational fishing and boating facilities, finfish and shellfish processing, fish storage and retail and wholesale marketing facilities, waterfront dock and port facilities, boat building facilities, navigation aides, basins and channels, uses dependent upon water-borne transportation that cannot reasonably be located or operated at an inland site and uses which primarily provide general public access to marine or tidal waters.

- 197. Water Impoundment:**
Any water body created, or elevation of which is raised, by man through the construction of a dam.
- 198. Wetland Functions:**
The roles wetlands serve which are of value to society or the environment including, but not limited to, flood water storage, flood water conveyance, ground water recharge and discharge, erosion control, wave attenuation, water quality protection, scenic and aesthetic use, food chain support, fisheries, wetland plant habitat, aquatic habitat and wildlife habitat.
- 199. Wetland Value:**
The importance of a wetland with respect to the individual or collective functions it provides.
- 200. Wildlife:**
All vertebrate species, except fish.
- 201. Wildlife Management District (WMD):**
A geographic area identified by the Maine Department of Inland Fisheries and Wildlife to facilitate the management of wildlife. For purposes of these regulations, the boundaries of Wildlife Management Districts are as shown in Figure 10.23,D-1 and the area of a Wildlife Management District is based on land and water acreage within LURC jurisdiction.
- 202. Wildlife Management Practices:**
Activities engaged in for the exclusive purpose of management of wildlife populations by manipulation of their environment for the benefit of one or more species. Such practices may include, but not be limited to, harvesting or removal of vegetation, controlled burning, planting, controlled hunting and trapping, relocation of wildlife, predator and disease control, and installation of artificial nesting sites, provided that such activities are specifically controlled and designed for the purpose of managing such species. This term does not include impounding water.
- 203. Winter Haul Road:**
A route or travel way that is utilized for forest management activities conducted exclusively during frozen ground conditions. Winter haul roads must have the following characteristics:
- a. they are constructed with no significant soil disturbance;
 - b. they do not make use of fill or surfacing material; and
 - c. they are substantially revegetated by the end of the following growing season and are maintained in a vegetated condition.
- 204. Zones A, AE, A1-30, VE:**
The areas identified by FEMA as areas of special flood hazard on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

10.03 INTENTIONALLY OMITTED

10.04 OFFICIAL LAND USE GUIDANCE MAPS

The initial boundaries of the Concept Plan Area (the P-RP subdistrict) and the framework of management, development and protection zones are shown on the Official Land Use Guidance Maps filed by the Petitioner with the office of the Maine Land Use Regulation Commission, which maps, and all amendments thereto, are incorporated by reference in these Land Use Zones and Standards.

The maps shall be the official record of the zoned status of all areas within the Concept Plan Area (the P-RP) and shall be identified as follows:

“This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on _____, and became effective on _____.”

Copies of such maps, and all amendments thereto, certified by a member of the Commission or the Director thereof shall be filed with the State Tax Assessor and with the several Registers of Deeds in the counties wherein the lands depicted on such maps are located.

10.05 INTERPRETATION OF DISTRICT BOUNDARIES

Whenever uncertainty exists as to the boundaries of the Concept Plan Area (the P-RP) and the framework of management, development and protection zones as shown on the Official Land Use Guidance Maps, the provisions of this document shall apply.

10.06 INTERPRETATION OF LAND USE STANDARDS

The following shall apply to all uses in all subdistricts except as otherwise provided:

- A. The description of permitted uses herein does not authorize any person to unlawfully trespass, infringe upon or injure the property of another, and does not relieve any person of the necessity of complying with other applicable laws and regulations.
- B. Unless otherwise specified herein, accessory uses and structures which are permitted in a zone must conform to the requirements for the principal use or structure to which they relate.
- C. Where two or more protection zones apply to a single land area, the combination of the more protective standards for each zone shall apply. Where another protection zone applies to the same land area as a P-FW zone, any activities within such area which are not in conformance with the applicable standards of Section 4, Sub-Chapter III, 10.27 shall require a permit.
- D. Notwithstanding any other provisions contained in this chapter, a “land use standard may not deprive an owner or lessee or subsequent owner or lessee of any interest in real estate of the use to which it is lawfully devoted at the time of adoption of that standard.” 12 M.R.S.A. §685-A(5).
- F. Subdivisions are prohibited unless allowed with a permit pursuant to the standards set forth for the zone involved, except as provided in Section 4, Sub-Chapter III, 10.25Q,5 of this document.

“A permit is not required for those aspects of a project approved by the Department of Environmental Protection under Title 38 if the Commission determines that the project is an allowed use within the zone or zones for which it is proposed. Notice of intent to develop and a map indicating the location of the proposed development must be filed with the Commission prior to or concurrently with submission of a development application to the Department of Environmental Protection.” 12 M.R.S.A. §685-B(1)(B).
- H. If a proposed activity other than timber harvesting requires a permit and will alter 15,000 or more square feet of a mapped wetland (P-WLM zone), or 1 acre or more of overall land area, the applicant must delineate on the ground and in a site plan all wetlands within the general project area using methods described in the “Corps of Engineers Wetlands Delineation Manual” (1987).
- I. The size of a mineral extraction operation is determined by adding the reclaimed and unreclaimed acreages. While a single mineral extraction operation may be located in multiple subdistricts, mineral extraction operations 30 contiguous acres or greater in size must be located in a D-CI subdistrict.

10.07 EXEMPTIONS

Notwithstanding any other provisions contained in this chapter:

- A. Normal maintenance and repair, or renovations of any lawfully existing structure or use do not require a permit from the Commission.
- B. Utility relocations within the right-of-way of any roadway made necessary by road construction activity do not require a permit from the Commission.
- C. "Real estate used or to be used by a public service corporation may be wholly or partially exempted from regulation to the extent that the Commission may not prohibit such use but may impose terms and conditions for use consistent with the purpose of this chapter, when, upon timely petition to the Public Utilities Commission and after a hearing, the said Commission determines that such exemption is necessary or desirable for the public welfare or convenience." 12 M.R.S.A. §685-A(11).
- D. Capacity expansions of utility facilities do not require a permit from the Commission.
- E. Archaeological excavation adjacent to a body of standing water, flowing water, freshwater wetland, coastal wetland, or sand dune system does not require a permit from the Commission as long as the excavation is conducted by an archaeologist listed on the Maine Historic Preservation Commission level 1 or level 2 approved list, and that unreasonable erosion and sedimentation is prevented by means of adequate and timely temporary and permanent stabilization measures.
- F. Public utility facilities located within a public right-of-way do not require a permit from the Commission. 35-A M.R.S.A. §2503(20)

10.08 CRITERIA FOR ADOPTION OR AMENDMENT OF LAND USE ZONE BOUNDARIES

A. GENERAL CRITERIA

“A land use zone boundary may not be adopted or amended unless there is substantial evidence that:

1. The proposed land use zone is consistent with the standards for district boundaries in effect at the time, the comprehensive land use plan and the purpose, intent and provisions of this chapter; and
 2. The proposed land use zone satisfies a demonstrated need in the community or area and has no undue adverse impact on existing uses or resources or a new district designation is more appropriate for the protection and management of existing uses and resources within the affected area.” 12 M.R.S.A. §685-A(8-A).
-

B. AREAS ADJACENT TO LAKES

The review standards listed in Section 4, Sub-Chapter III, 10.25A of this document must be considered in applying the above criteria to proposed changes in zone boundaries adjacent to lakes.

10.09 CRITERIA FOR AMENDMENT OF LAND USE STANDARDS

Adoption or amendment of land use standards may not be approved unless there is substantial evidence that the proposed land use standards would serve the purpose, intent and provisions of 12 M.R.S.A. §206-A, and would be consistent with the Comprehensive Land Use Plan.

10.10 VARIANCES

The Commission may grant variances pursuant to 12 M.R.S.A. §685-A(10) and adopts this section to interpret and implement the statutory provision.

A. PETITIONS

Any property owner or lessee may petition the Commission for permission to develop the property in a manner otherwise prohibited by this document. Variances may be granted only from dimensional

requirements, but shall not be granted for establishment of uses otherwise prohibited by the Commission's rules.

B. GRANTING OF A VARIANCE

The Commission may grant a variance when the Commission finds that the proposed development is in keeping with the general spirit and intent of this document, that the public interest is otherwise protected and that strict compliance with the rules and standards adopted by this Commission would cause unusual hardship or extraordinary difficulties because of the following:

1. The access and use needs of a person with a physical disability as defined in 5 M.R.S.A. §4553 sub-§7-B who resides in or regularly uses a structure; this provision shall be applicable only under the following circumstances:
 - a. Where necessary for the use of residential structures;
 - b. An alternate proposal approvable under either the provisions of Sub-Chapter III or Section 10.11 would not provide a reasonable accommodation to the disability;
 - c. The variance requested is necessary to afford relief;
 - d. The hardship is not the result of action taken by the petitioner; and
 - e. The Commission may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives on the property; or
2. Exceptional or unique conditions of topography, access, location, shape, size or other physical features of the site; or
3. Unusual circumstances that were not anticipated by the Commission at the time the rules and standards were adopted.
4. In order to be granted a variance, under either Section 10.10,B,2 or 3 above, a petitioner must demonstrate, by substantial evidence, that:
 - a. The land in question can not yield a reasonable return unless a variance is granted;
 - b. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - c. The granting of a variance will not alter the essential character of the locality; and
 - d. The hardship is not the result of action taken by the petitioner or a prior owner or lessee.
5. In addition to the provisions of Section 10.10,B above, in flood prone areas, variances:
 - a. Shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
 - b. Shall be granted only upon:
 - (1) A showing of good and sufficient cause; and,
 - (2) A determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public; and,

- (3) A showing that the issuance of the variance will not conflict with other state or federal laws.
- c. Shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Commission may impose such conditions to a variance as it deems necessary.
- d. May be issued for development for the conduct of a functionally dependent use provided that:
 - (1) Other criteria of Section 10.10 and Section 10.25,T,2,k are met; and,
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- e. May be issued for Historic Structures upon the determination that the development:
 - (1) Meets the criteria of Section 10.10,B,5,a-d above; and,
 - (2) Will not preclude the structure’s continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. ISSUANCE

The Commission may issue a variance only after making written findings of fact and conclusions indicating that the petition, as modified by such terms and conditions as the Commission deems appropriate, has met the standards of Section 10.10,B. If the Commission denies the requested variance, it shall provide the petitioner with written explanation of the reasons for denial.

D. VARIANCES IN FLOOD PRONE AREAS

Any applicant who meets the criteria of Section 10.10,B,5,a-e above shall be notified by the Commission in writing over the signature of the Director that:

- 1. The issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage;
- 2. Such construction below the base flood level increases risks to life and property; and,
- 3. The applicant must agree in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks and agrees to indemnify and defend the state against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the state from any claims the applicant may have against the state that are related to the use of land located in a floodplain.

10.11 NONCONFORMING USES AND STRUCTURES

A. PURPOSE AND SCOPE

This section governs structures, uses and lots that were created before the adoption of this document , but which do not meet the rules or standards set forth herein. This section also governs structures, uses and lots that met the Commission's rules or laws when built or created, but no longer are in conformance due to the adoption of this document or subsequent revisions thereto.

In accordance with 12 M.R.S.A. §685-A(5), legally existing nonconforming structures, uses and lots will be allowed to continue. Renovations of these structures, and the construction of certain accessory buildings, are allowed without a permit. However, 12 M.R.S.A. §685-B(7) authorizes the Commission to regulate or prohibit extensions, enlargement, or movement of nonconforming uses and structures. This section clarifies which activities are allowed with a permit, without a permit, or are prohibited in the modification of a legally existing nonconforming structure, use or lot.

B. GENERAL

1. **Criteria for Approval.** Permits are required for all expansions, reconstructions, relocations, changes of use, or other development of nonconforming structures, uses and lots, except where specifically provided in Section 10.11. In order to obtain a permit, the applicant must meet the approval criteria in 12 M.R.S.A. §685-B(4) and demonstrate that:
 - a. the project will not adversely affect surrounding uses and resources; and
 - b. there is no increase in the extent of nonconformance, except as provided in Section 10.11,B,9 or in instances where a road setback is waived by the Commission in order to increase the extent of conformance with a water body setback.

2. **Extent of Nonconformance with Respect to Setbacks.** Section 10.26,D of these rules establishes minimum setbacks from water bodies, roads and property boundaries. Where legally existing, nonconforming structures do not meet these setbacks, an existing setback line will be established. The existing setback line will run parallel to the water body, road or property boundary at a distance equal to the closest point of the existing structure (including attached decks or porches) to the feature from which the setback is established. This is shown graphically below in Figure 10.11,B-1.

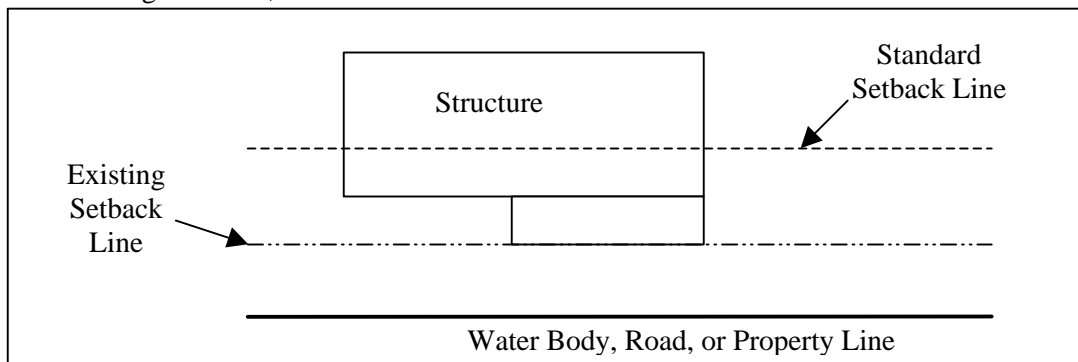


Figure 10.11,B-1. Determination of setback

Subject to the other requirements in this section, a nonconforming structure may be expanded up to the existing setback line without being considered to be more nonconforming than the original structure. Expansions between the existing setback line and the water body, road or property boundary will be considered to increase nonconformity, and will not be allowed, except as provided in Section 10.11,B,9.

3. **Transfer of Ownership.** Legally existing, nonconforming structures, uses, and lots may be transferred, and the new owner may continue the nonconforming use or continue to use the nonconforming lot or structure as before, subject to the provisions of the Commission's rules.
4. **Normal Maintenance and Repair.** A permit is not required for the normal maintenance and repair of legally existing nonconforming structures, structures associated with nonconforming uses, or structures on nonconforming lots.
5. **Renovation.** A permit is not required for the renovation of legally existing nonconforming structures, structures associated with nonconforming uses, or structures on nonconforming lots.
6. **Waiver of Road Setbacks.** To allow a structure to become either conforming or less nonconforming to the water body setback, the Commission may reduce the road setback to no less than 20 feet in cases of reconstruction or relocation of legally existing structures or construction of new accessory structures on developed, legally existing nonconforming lots.
7. **Conformance with Maine Subsurface Waste Water Disposal Rules.** All changes to legally existing nonconforming structures, structures for nonconforming uses or structures on nonconforming lots must comply with the Maine State Subsurface Waste Water Disposal Rules (144A CMR 241), including changes that do not require a permit under this rule.
8. **Conflicting Requirements.** In cases where two or more provisions of this section apply to a particular structure, use or lot, the more restrictive provision shall control.
9. **Waiver of Property Line Setbacks.** The Commission may reduce the property line setback where there is no practical alternative and upon prior written agreement of the adjoining property owner.

C. NONCONFORMING STRUCTURES

1. **Expansion.** A permit is required for the expansion of a nonconforming structure. In addition to meeting permit requirements, expansions must also comply with the following limitations. These limitations do not apply to water dependent uses as defined in Section 10.02.
 - a. **Certain Expansions Prohibited.** If any portion of a structure is located within 25 feet, horizontal distance, of the normal high water mark of a water body, expansion of that portion of the structure is prohibited. That portion beyond 25 feet may be expanded provided the size limitations in Section 10.11,C,1,b are met.

b. **Size of Structures Near Water Bodies Limited.** The maximum size of expansions of nonconforming structures is limited within areas described by either of the categories below:

- (1) The area within 100 feet, horizontal distance, of the normal high water mark of bodies of standing water 10 acres or greater in size or flowing waters draining 50 square miles or more.
- (2) The area within 75 feet, horizontal distance, of the normal high water mark of tidal waters or bodies of standing water less than 10 acres in size (but excluding bodies of standing water less than three acres in size not fed or drained by a flowing water).

Legally existing, principal and accessory structures located within these areas may be expanded subject to the other requirements of this section, provided that lot coverage limitations and other applicable land use standards are met. The maximum height of all structures within these areas shall be 25 feet, or existing structure height, whichever is greater. The maximum combined footprint for all structures within these areas may not exceed the limits in Table 10.11,C-1.

Closest Distance of Expansion from Water Body	Maximum Combined Footprint for all Structures not Meeting Water Body Setbacks
Greater than 25 and less than 50 feet.	750 square feet.
Between 50 and 75 feet.	1,000 square feet.
Greater than 75 and less than 100 feet (if applicable setback is more than 75 feet).	1,500 square feet.

Table 10.11,C-1. Limitations on size of structures near water bodies.

2. **Reconstruction or Replacement.** A legally existing, nonconforming structure may be reconstructed or replaced with a permit, provided that the permit application is completed and filed within two years of the date of damage, destruction or removal, and provided that the structure was in regular active use within a two year period immediately preceding the damage, destruction, or removal.

a. **Meeting Setbacks to the Greatest Extent Possible.** Reconstruction or replacement must comply with current minimum setback requirements to the greatest possible extent. In determining whether the proposed reconstruction or replacement meets the setback to the greatest possible extent, the Commission may consider the following factors:

- size of lot,
- slope of the land,
- potential for soil erosion and phosphorus export to a water body,
- location of other legally existing structures on the property,
- location of the septic system and other on-site soils suitable for septic systems,
- type and amount of vegetation to be removed to accomplish the relocation, and
- physical condition and type of existing foundation, if any.

- b. **Reconstruction of Attached Decks.** Decks attached to a legally existing, nonconforming structure may be reconstructed in place with a permit, except that replacement of any portion of a deck that extends into or over the normal high water mark is prohibited.
 - c. **Permanent Foundations.** The addition of a permanent foundation beneath a legally existing, nonconforming structure constitutes a reconstruction subject to the provisions in Section 10.11,C,2,a.
 - d. **Boathouses.** Except in a D-MT subdistrict, boathouses shall not be reconstructed or replaced. Normal maintenance and repair, and renovation of a legally existing boathouse is allowed without a permit.
 - e. **Sporting Camps.** A legally existing, nonconforming structure within a commercial sporting camp may be reconstructed in place, provided that the reconstruction occurs within 2 years of damage, destruction or removal and the Commission issues a permit [see 12 M.R.S.A. §685-B(7-A)]. The Commission may, consistent with public health, safety and welfare, waive standards that made the original structure nonconforming. The reconstructed structure must replicate the original structure and use to the maximum extent possible and it must be in the same location and within the same footprint as the original structure. Minor modifications to dimensions may be allowed provided the total square footage of the structure is not increased.
3. **Relocation.** In order to make it conforming or less nonconforming, a legally existing, nonconforming structure may be relocated within the boundaries of the lot upon the issuance of a permit. Cleared openings created as part of a relocation shall be stabilized and revegetated. Relocated structures that are altered such that they meet the definition of reconstruction shall meet the requirements of Section 10.11,C,2.
 4. **Change of Use of a Nonconforming Structure.** The use of a nonconforming structure shall not be changed without permit approval.
 5. **New, Detached Accessory Structures.** New, detached accessory structures associated with pre-1971 residences and operating farms are allowed without a permit if they meet all setbacks, do not cause lot coverage requirements to be exceeded and otherwise conform with the Commission's rules. Permits are required for all other new detached accessory structures.

The construction of new, detached accessory structures that do not meet water body setbacks is allowed with a permit only if the structure cannot be physically sited on the lot to meet the water body setback requirement. In this case, the new accessory structure shall not be located closer to the normal high water mark than the principal structure, shall not be located within 25 feet of the normal high water mark, and shall be of a size and height that, when combined with legally existing principal buildings will not exceed the size and height requirements of Section 10.11,C,1,b.

6. **Enclosure of Decks and Porches.** A permit is required for the complete or partial enclosure of decks and porches. Enclosure of decks and porches is not an expansion of floor area. The enclosure of the structure which results in additional stories is considered an expansion and must meet the provisions of Section 10.11,C,1,b. If any portion of the structure is located within 25 feet, horizontal distance, of the normal high water mark of a water body, complete or partial enclosure of that portion of the structure is prohibited.

D. NONCONFORMING USES.

1. **Expansion of Use.** Extension, enlargement or expansion of nonconforming uses requires a permit.
 2. **Change in Use.** A nonconforming use may not be changed to another use without a permit.
 3. **Resumption of Use.** A nonconforming use shall not be resumed if it has been discontinued or abandoned for a period exceeding two years, or if it has been superseded by a conforming use.
 4. **Special Exceptions.** Any use granted a special exception permit shall be deemed a conforming use [see 12 M.R.S.A. §685-A(10)].
-

E. NONCONFORMING LOTS.

1. **Expansion of Structures.** Structures on nonconforming lots may not be expanded without a permit.
2. **Creation of Nonconforming Lots.** A lot which has an established use or structure to which dimensional standards apply may not be divided or altered in a manner that makes the lot, or any structure or use, nonconforming or more nonconforming.
3. **Pre-1971, Unimproved, Nonconforming Lots.** An unimproved, nonconforming lot, legally existing as of September 23, 1971, may not be developed unless the Commission grants a variance to those standards that make the lot nonconforming. However, if a lot is at least 20,000 square feet in size, has at least 100 feet of shore frontage, and is not a contiguous lot as described in Section 10.11,E,5 below, the Commission may allow for development by waiving, to the minimum extent necessary, the requirements that make the lot nonconforming. In this case a variance is not required. This waiver may only be granted if the proposed development would meet the shoreline setback requirements in Section 10.26,D.
4. **Development of Other Nonconforming Lots.** When a lot was lawfully created after September 23, 1971, in conformity with LURC dimensional requirements applicable at the time, the Commission may waive, to the minimum extent necessary the current dimensional requirements. Waived setbacks shall not be reduced below those in effect at the time of creation of the lot.
5. **Contiguous Lots.** Two or more contiguous lots in the same ownership that individually do not meet dimensional requirements shall be combined to the extent necessary to meet the dimensional requirements, except where:
 - a. such lots are part of a subdivision approved by the Commission, or
 - b. each lot has a legally existing dwelling unit that conformed to the Commission's rules at the time each lot was developed.

Under these two circumstances the lots may be conveyed separately or together.
6. **Expansion of Septic Systems.** The conversion from primitive to combined septic systems on legally created and developed lots is allowed without a permit provided authorization is obtained from the local plumbing inspector or from the Department of Human Services, Division of Health Engineering and provided there are no limitations on combined septic systems established by prior permit conditions.

10.12 SEVERABILITY

The provisions of this chapter are severable. If a section, sentence, clause or phrase of this chapter is adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter.

10.13 EFFECTIVE DATE

The effective date of this chapter shall be fifteen days following approval of the Concept Plan for Plum Creek's Lands in the Moosehead Lake Region.

10.14 PENALTIES FOR VIOLATIONS

A person violating a provision of this chapter is subject to the provisions of 12 M.R.S.A. §685-C(8).

10.15 APPEALS

The appeal of a decision of the Commission or Commission's staff must be taken in accordance with Chapter 4 of the Commission's rules and applicable statutes.

10.16 NOTIFICATION FORMAT

Where a written notification is required by this document, such notification must be submitted in advance of the date on which the activity, which is the subject of the notification, is commenced. Except as provided in Section 10.27,L such notification must state the:

- A. Location of the proposed project by use of an official Commission Land Use Guidance Map of the area;
- B. Nature of the proposed project; and
- C. Time period of the proposed project;

Such notification must also state that the activity or project will be accomplished in conformance with the applicable minimum standards of Sub-Chapter III and must be signed by a duly authorized person who shall be responsible for the execution of the activity.

10.17 EXPIRATION OF PERMIT

If a development or use requiring a permit is not substantially started within the time period specified in the permit conditions of approval, or is not substantially completed within the time period specified, the permit lapses and further development or activity is prohibited thereafter unless and until a new permit is granted, or the Commission otherwise specifically authorizes.

Except as otherwise authorized by the Commission, uses authorized under a permit must be substantially started within 2 years of the effective date of the permit and substantially completed within 5 years of the effective date of the permit; provided that, with respect to permits issued prior to July 1, 2003, that do not specify any expiration date, that date shall be October 1, 2004.

For the purpose of these rules, “substantial start” shall mean the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Also for the purpose of these rules, “substantial completion” shall mean completion of all permit conditions of approval.

10.18 RESERVED

10.19 RESERVED

10.20 RESERVED

10.21 RESERVED

10.22 RESERVED

10.23 RESERVED

**LAND USE ZONES AND STANDARDS FOR THE CONCEPT PLAN
FOR PLUM CREEK’S LANDS IN THE MOOSEHEAD LAKE
REGION**

TABLE OF CONTENTS

SUB-CHAPTER II. LAND USE ZONES

10.21	Development Zones – Moosehead Lake Region Concept Plan.....	II-1
	A. (D-CIM) Commercial Industrial Development Zone	II-1
	B. Intentionally Omitted	
	C. Intentionally Omitted	
	D. (D-GN2M) Resort Development Zone	II-6
	E. (D-GN3M) Rural Mixed-Use Development Zone.....	II-15
	F. Intentionally Omitted	
	G. Intentionally Omitted	
	H. Intentionally Omitted	
	I. (D-RS2M) Community Residential Development Zone	II-22
	J. (D-RS3M) Residential Recreation Development Zone	II-26
10.22	Management Zones – Moosehead Lake Region Concept Plan	II-30
	A. (M-GNM) General Management Zone	II-30
	B. Intentionally Omitted	
	c. Intentionally Omitted	
10.23	Protection Zones – Moosehead Lake Region Concept Plan.....	II-35
	A. (P-ALM) Accessible Lake Protection Zone	II-35
	B. Intentionally Omitted	
	C. (P-FPM) Flood Prone Protection Zone	II-40
	D. (P-FWM) Fish and Wildlife Protection Zone	II-43
	E. (P-GPM) Great Pond Protection Zone.....	II-50
	F. Intentionally Omitted	
	G. (P-MAM) Mountain Area Protection Zone	II-54
	H. (P-RP) Resource Plan Protection Subdistrict.....	II-57
	I. (P-RRM) Recreation Protection Zone	II-58
	J. (P-RT) Special River Transition Protection Zone	II-62
	K. (P-SGM) Soils and Geology Protection Zone	II-63
	L. (P-SLM) Shoreland Protection Zone	II-65
	M. (P-UAM) Unusual Area Protection Zone	II-68
	N. (P-WLM) Wetland Protection Zone	II-71

Sub-Chapter II

LAND USE ZONES

10.21 DEVELOPMENT ZONES

Pursuant to the Concept Plan, the following development zones are established within the Concept Plan's P-RP subdistrict:

A. **COMMERCIAL INDUSTRIAL DEVELOPMENT ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (D-CIM)**

1. **Purpose**

The purpose of the D-CIM zone is to allow for commercial, industrial and other uses that are not compatible with residential uses. Designation of commercial, industrial and other similar areas of intensive development as the D-CIM zone will ensure that other land values and community standards are not adversely affected, and will provide for the location and continued functioning of important commercial and industrial facilities.

2. **Description**

The D-CIM zone shall be located in Sapling Township in the area designated as being within a D-CI subdistrict on the date of adoption of the Concept Plan.

3. **Land Uses**

a. **Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within the D-CIM zone.

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including, fishing, hiking, wildlife study and photography, wild crop harvesting, bicycling, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing but not including hunting and trapping.
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings;
- (7) Wildlife and fishery management practices;

b. **Uses Allowed Without a Permit Subject to Standards**

The following uses shall be allowed without a permit from the Commission within D-CIM zones subject to the applicable requirements set forth in Sub-Chapter III.

- (1) Agricultural management activities;

- (2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters, provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Filling and grading;
- (4) Level A mineral exploration activities, excluding associated access ways;
- (5) Level A road projects;
- (6) New and expanded accessory structures to any legally existing, conforming, non-single-family residential uses, provided that these new or expanded structures contain not more than a total of 500 square feet of gross floor area, are not supplied with water, neither use nor produce any hazardous or toxic materials or substances, and do not add new activities not currently being conducted at the facility;
- (7) Private and commercial hand-carry launches;
- (8) Service drops; and buildings or structures necessary for the furnishing of public utility services, provided they contain not more than 500 square feet of floor area, are less than 20 feet in height, and are not supplied with water. Wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
- (9) Signs; and
- (10) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within D-CIM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (3) Any commercial and industrial uses and subdivisions for uses permitted in this zone;
- (4) Commercial sporting camps;
- (5) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (6) Driveways;
- (7) Filling and grading, which is not in conformance with the standards of Section 10.27,F and draining or altering the water table or water level for other than mineral extraction;
- (8) Land application of septage, sludge and other residuals, and related storage and composting activities and structures;
- (9) Land management roads;
- (10) Level B and C road projects, except for water crossings as provided for in Section 10.21,A,3,b;
- (11) Level B mineral exploration activities;
- (12) Mineral extraction including the use of mineral processing equipment and associated structural development;
- (13) Peat extraction, including the use of any related processing equipment;

- (14) Shoreland alterations, excluding water crossings of minor flowing waters, trailered ramps and hand-carry launches;
- (15) Signs which are not in conformance with the standards of Section 10.27,J;
- (16) Solid waste disposal;
- (17) Timber harvesting;
- (18) Trailered ramps and hand-carry launches addressed in Section 10.21,A,3,b which are not in conformance with the standards of Section 10.27,L, private and commercial trailered ramps, and water-access ways;
- (19) Utility facilities, excluding service drops;
- (20) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
- (21) Water impoundments;
- (22) Other structures, uses or services that are essential to the uses listed in Section 10.21,A,3,a through c; and
- (23) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources and uses they protect.

d. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in D-CI zones.

e. Water Quality Limiting Lakes

For information relative to water quality limiting lakes see Section 10.23,E,3,f.

f. Management Class 4 Lakes (High Value, Developed Lakes) as shown on the Commission's Land Use Guidance Maps.

Intentionally deleted. There are no Management Class 4 lakes within this zone.

g. Management Class 5 Lakes (Heavily Developed Lakes) as shown on the Commission's Land Use Guidance Maps.

Intentionally deleted. There are no Management Class 5 lakes within this zone.

B. EXTENDED SETTLEMENT DEVELOPMENT ZONE (D-ES)

This section has been deleted entirely.

C. GENERAL DEVELOPMENT ZONE (D-GN)

This section has been deleted entirely.

D. RESORT DEVELOPMENT ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (D-GN2M)

1. Purpose

Well-planned resort uses and facilities, including resort accommodations and amenities, benefit both the State and the region by encouraging tourism, a valuable segment of the Maine economy – particularly in the Moosehead Lake Region. The purpose of the D-GN2M zone is to provide for resort development and related uses in areas deemed suitable for this development. It is also designed to locate resort-related development in order to integrate these uses and activities with each other and to complement the economies of the surrounding communities. Well-planned resort uses and facilities can bring significant economic diversifications and other benefits to communities, while at the same time enhancing environmental values.

2. Description

Resort development shall be conducted in accordance with the provisions of Section 10.21,D,4, below. “Resort” refers to integrated, master planned uses and facilities with a variety of natural and developed indoor and outdoor recreational uses and facilities and resort and hospitality amenities designed to attract visitors and residents that will support and enhance the resort uses. Outdoor recreational uses and facilities may be on-site and/or off-site. “Resort accommodations” in this zone means both visitor accommodations such as hotels, inns, lodges and other facilities detailed below, and a variety of residential uses, including permanent homes, second homes and vacation homes, that are integrated into the resort development. Resort development, resort accommodations and infrastructure to support resort uses and facilities can be phased but is not required to do so. The cost of all resort infrastructure shall be borne by the resort.

3. Land Use Standards**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within D-GN2M zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting on residential subdivision lots;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, wildlife study and photography, wild crop harvesting, bicycling, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing, but not including hunting or trapping;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.
- (9)

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-GN2M zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Campsites;
- (3) Commercial hand-carry launches;
- (4) Creation, alteration, or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (5) Driveways associated with residential uses;
- (6) Filling and grading;
- (7) Land management roads, in accordance with the guidelines in Chapter 15 of the Commission's rules;
- (8) Level A mineral exploration activities, excluding associated access ways;
- (9) Level A road projects;
- (10) Mineral extraction operations, less than 5 acres in size, to support land management roads and other activities allowed with and without a permit in development zones;
- (11) Minor home occupations;
- (12) New and expanded accessory structures to any legally existing, conforming, non-single-family residential uses, provided that these new or expanded structures contain not more than a total of 500 square feet of gross floor area, are not supplied with water, neither use nor produce any hazardous or toxic materials or substances, and do not add new activities not currently being conducted at the facility;
- (13) Public trailered ramps and commercial and public hand-carry launches;
- (14) Service drops; and buildings or structures necessary for the furnishing of public and/or private utility services, provided they contain not more than 2,000 square feet of floor area per building, and are less than 20 feet in height. Wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
- (15) Signs;
- (16) The operation of machinery and the erection of buildings including buildings to store equipment and materials for maintaining roads and other structures used primarily for agricultural or forest management activities or other uses allowed with and without a permit in the D-GN2M zone, except on residential subdivision lots
- (17) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within D-GN2M zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (3) Buildings and facilities for public safety, including fire control, medical services, and police and security services;
- (4) Buildings and facilities typically associated with Nordic trail networks and systems, including without limitation lodges, warming huts, grooming, maintenance and repair facilities, ski shops, equipment rental facilities, and trail lighting;

- (5) Cemeteries, and family burying grounds in accordance with 13 M.R.S.A. §1142;
- (6) Commercial facilities and amenities that are compatible with resort and/or residential uses including without limitation:
 - Facilities for commercial recreation; lodging, or lodging and eating establishments such as bed and breakfasts; housekeeping cabins; and inns, motels, and hotels;
 - Lodges, clubhouses, spas, and similar facilities and amenities that serve resort functions;
 - Equestrian facilities;
 - Facilities offering food and beverages prepared on the premises;
 - Retail stores and services, laundromats, convenience stores, or retail gasoline stations with no more than 2 gas pumps where each pump can serve no more than 2 vehicles simultaneously;
 - Professional offices, sales and rental offices, financial institutions, health care facilities, nursing homes, children's day care facilities, home child day care providers serving more than 12 children, and home adult day service providers serving more than 12 adults;
 - Art studios or artisan shops;
 - Commercial uses and amenities associated with a resort facility and/or residence, other than home occupations; and
 - Operations and maintenance buildings and facilities, including waste-water management facilities, physical plants, energy generation and supply facilities, and community water systems and facilities;
- (7) Community living facilities;
- (8) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (9) Driveways associated with non-residential uses; driveways associated with residential uses which are not in conformance with the standards of Section 10.27,H;
- (10) Filling and grading, which is not in conformance of standards in Section 10.27,F and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (11) Land management roads which are not in conformance with the guidelines in Chapter 15 of the Commission's rules;
- (12) Level B and C road projects, except for water crossings as provided for in Section 10.21,D,3,b;
- (13) Level B mineral exploration activities;
- (14) Major home occupations;
- (15) Maple sugar processing operations;
- (16) Public and institutional: Places of worship and other religious institutions; public, private and parochial day schools, including outdoor leadership and recreational education facilities; non-profit children's day care or adult day service facilities; libraries; fire stations; post offices; community centers; parks; and playgrounds;
- (17) Portable mineral processing equipment;
- (18) Public or private golf courses, and buildings and facilities associated therewith;
- (19) Private and commercial trailered ramps; beach, shore and water access facilities; and Public trailered ramps and commercial and public hand-carry launches which are not in conformance with the standards of Section 10.27,L and private hand-carry launches;
- (20) Railway stations and facilities, including rail lines serving the same;
- (21) Residential: Single and multi-family dwellings; residential subdivisions; and accessory structures and uses, including without limitation, pools, swimming

- pools and hot tubs, gazebos, picnic shelters, barbeque structures, and related structures and uses, Residential Dwelling Units;
 - (22) On-site caretaker and/or manager housing;
 - (23) Resort accommodations and subdivisions for resort accommodations, provided that no more than 800 resort accommodation units may be located within Big Moose and Indian Stream Townships, combined, and no more than 250 resort accommodations may be located within Lily Bay Township;
 - (24) Employee housing and subdivisions for employee housing;
 - (25) Shoreland alterations, excluding marinas, permanent docking structures, water-access ways, and water crossings of minor flowing waters;
 - (26) Signs which are not in conformance with the standards of Section 10.27,J;
 - (27) Structures devoted to the storage of sand or salt;
 - (28) Structures that serve community or residential subdivision needs such as clubhouses or gathering places for recreational and social functions provided such structures do not contain more than 5,000 square feet of floor space per structure;
 - (29) Swimming pools and hot tubs;
 - (30) Recreational facilities, including without limitation natural or man-made fishing ponds and skating ponds and rinks, tennis, basketball, and other recreational and athletic courts, skateboard parks, bike parks, and in-line skating facilities;
 - (31) Gondolas, chair lifts, and related facilities, but only in Big Moose Township;
 - (32) Truck and equipment storage
 - (33) Subdivisions for commercial uses, provided that the subdivision is integrated with a resort facility and designed to promote pedestrian access;
 - (34) Utility facilities compatible with resort and/or residential uses, other than service drops; utility substations, including sewage collection and pumping stations, water pumping stations, transformer stations, telephone electronic equipment enclosures, wireless communications towers and facilities, and other similar utility structures not included in Section 10.21,D,3,b,(14)
 - (35) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
 - (36) Water impoundments;
 - (37) Other structures, uses or services that are essential to the uses listed in Section 10.21,D,3,a through c; and
 - (38) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources and uses they protect.

d. Special Exceptions

Intentionally deleted.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, notification, or by special exception shall be prohibited in a D-GN2M zone.

f. Water Quality Limiting Lakes

For information relative to water quality limiting lakes see Section 10.23,E,3,f.

g. Limitation on New Number of Residential Dwelling Units

A maximum of 975 new residential dwelling units, in the aggregate, may be permitted in the Plan Area, and no new residential dwelling unit may be permitted except in an

approved subdivision. In addition, the following maximum limits on the aggregate number of new residential dwelling units shall apply in the following development areas:

Long Pond	110 units
South Brassua Lake	250 units
Lily Bay	154 units
Upper Wilson Pond	32 units

In connection with any application for a subdivision that includes residential dwelling units, the applicant shall submit a statement indicating the aggregate number of residential dwelling units previously approved in the Plan Area, and, if applicable, in the relevant development area, in order to demonstrate that these limits will not be exceeded. The limitations contained in this Paragraph g apply to Residential Dwelling Units only, and do not apply to Resort Accommodations, Employee Housing, Affordable Housing, or On-Site Caretaker and Manager Housing.

Residential Dwelling Units transferred to a Resort Development Zone from a Residential Development Zone are not considered, or counted, as Resort Accommodations, provided, however, that a total of 975 Residential Dwelling Units in the Concept Plan Area may not be exceeded.

4. Resort Development – Resort Master Planning.

All resort development shall comply with the following provisions:

a. Master planning required for multiple phases.

If approval for resort development is sought in phases, the application for the first phase shall include a master plan for the resort which describes the anticipated full development of the resort and designates the general areas for proposed uses. The purpose of the resort master plan is to provide programmatic and mapping information to guide applicant planning and Commission decision-making related to infrastructure, such as general road locations, areas for major resort facilities, general distributions of types of resort accommodations, and such other matters as the applicant includes in the master plan. The information submitted to support the resort master plan shall be at a conceptual level or, at the option of the applicant, may be more detailed. While the application for the first phase must include all site-specific information required for application approval consistent with the Commission's regulatory requirements for approval, detailed site-specific data is not required for resort master plan review of subsequent phases.

b. Modifications of resort master plan.

The applicant may propose modifications to the resort master plan at any time to reflect changes in market conditions, additional information about site conditions and other similar factors. All phases of resort development must be consistent with the resort master plan as approved or modified by the Commission.

c. Consistency with resort master plan.

Resort development is capital intensive and the master planning process is intended to provide the applicant with certainty of Commission approval of future phases of the resort that are consistent with the resort master plan approved by the Commission. The Commission shall approve subdivisions and development applications that are consistent with the approved resort master plan and the Commission's regulatory

requirements. Approval of the resort master plan does not authorize construction. Construction may occur only after approval of the application for each phase.

5. Resort Development Guidelines.

During the resort development process, the following guidelines shall guide applicant planning and Commission decision-making.

(1) Big Moose Mountain Resort Development Area.

- (a) **Location:** Big Moose Mountain; approximately 4,700 acres just north of Greenville (see Development Area Map #9 in Section 2)
- (b) **Recreation/Resort Concept:** Destination four-season village-type, with indoor/outdoor recreational areas and associated amenities potentially tied into the Peak-to-Peak trail, the Moosehead-to-Mahoosucs ski/bike trail, the ITS snowmobile system, and, possibly, the Big Squaw ski area.
- (c) **Features:**
 - Up to 800 resort accommodations, excluding employee housing and on-site caretaker/manager housing.
 - Potential connections to, or affiliations with, facilities on or near Indian and Burnham Ponds and Moosehead Lake.
 - A variety of amenities such as Nordic ski, hiking, walking, biking, horseback riding, snowshoe and snowmobile trails.
 - Potential golf course which would incorporate sound environmental management practices.
 - Possible “outdoor education” facilities.
 - Possible link to a railroad station/platform near the Moosehead Lake shore, south of the Deep Cove subdivision.
 - Lodge(s) and associated services such as restaurants and/or a potential conference center.
 - Main Lodge/Village center to be served by a resort owned and maintained sewage treatment facility.
 - Other public services may be provided on-site or provided by contract with Greenville or other providers.
 - Designed to fit into the forested landscape, though major structures, e.g. lodges, will be visible.
 - Maximum height: 6 floors.
 - Access to public common areas.
 - Certain facilities may require fees (golf, spa, etc.).
 - Other possible multiple recreation facilities and amenities.
 - Assure that lodges, Resort Accommodations, and Residential Dwelling Units capitalize on views, proximity to golf course, trails and other recreation amenities.

Other development areas will include those devoted to landscaping and recreational activities – such as trails, golf course, lawns, and gardens.

(2) Lily Bay Resort Development Area.

- (a) **Location:** Lily Bay Township, 825 acres (See Development Area Map #8 in Section 2).

(b) **Resort Concept:** Destination four-season lake resort.

(c) **Features:**

- Up to 250 resort accommodation units, excluding employee housing and on-site caretaker/manager housing.
- Maximum height: 6 floors
- Located close to the water.
- Nature trails and small craft docks.
- Possible golf course, which would incorporate sound environmental management practices. Note: If both Big Moose Mountain Resort and the Lily Bay Resort include golf courses, one of the courses will be open to public play for a fee.
- Other possible facilities and outdoor recreation amenities.
- Lodge/Village center to be served by a resort owned and maintained sewage treatment facility. (Other public services may be on-site or provided by contract with Greenville or other providers.)
- Designed to “fit” into the landscape, though major structures (e.g., lodges) will be visible.

(3) **General Resort Development Guidelines:**

(a) **Connections**

- Preserve areas for forest trails and other open spaces, including potential golf courses.

(b) **Encourage Sustainable Design**

- Site roads and structures in harmony with the landscape.
- Encourage “Green” construction.

(c) **Pedestrian-Friendly Village Environment**

- Create an inter-connected plan.
- Create some resort residential areas within walking distance of the Village Center.
- Provide well-defined pedestrian ways and amenities throughout the Village, such as sidewalks, off-road pathways, benches, screened lighting, etc.
- Where possible, site structures to minimize stairways and major grade changes.
- Connect facilities with pathways to encourage walking and bicycling.
- Where possible, orient walkways and streets to natural and manmade vistas.

(d) **Design for Year-Round Enjoyment**

- Include a range of resort functions so there are some functions operating year round.

- Assure that all lodges, Resort Accommodations, and Residential Dwelling Units capitalize on views, proximity to a golf course, trails and other recreation amenities.

(e) Develop Architectural Design Controls

- Design the Village Center to create a memorable and desirable place that people want to use and visit frequently.
- Apply a consistency of design to all structures.
- Establish internal resort architectural design controls so as to maintain continuity and harmony throughout.

(f) Include Employee Accommodations

- Provide some employee accommodations for resort workers, either within the Village, and/or in a residential planning envelope and/or in Greenville. Employee housing would be in addition to the permitted resort accommodations.

(g) Encourage Watchable Wildlife

- Work with wildlife biologists to create favorable habitats for native wildlife (e.g. meadows and appropriate edge conditions along the access road).
- Develop trail systems in consultation with wildlife biologists and botanists to minimize intrusion into sensitive habitat areas.

(h) Maximize the Views and Visual Environment

- Orient residential buildings, lodges, and other guest accommodations toward views to the mountains and lakes.
- Create landscape management standards for all facilities to maintain an attractive, natural appearance throughout.
- Preserve selected trees and use tree planting to frame views and break up large expanses buildings.

(i) Phased Development (if done in phases).

- A resort master plan is required if the resort development includes multiple phases.
- Develop a flexible, long-range strategy for implementation of the resort master plan.
- Size and construct infrastructure in a cost efficient and environmentally sound manner.
- Coordinate the location and timing of all infrastructure development to avoid future conflicts and minimize construction activities in developed areas.
- Allow for flexibility to accommodate changes in market conditions, facility expansion, site conditions and new uses.

(j) Build Strong Links to Recreational Trail Amenities

- Create trails and trail systems.

- Adapt any Nordic trail system to serve as a walking, hiking and biking trail in the off season.
- Collaborate with others to facilitate a bicycle route connection to Greenville.
- Where possible, link resort trails to the ITS snowmobile system.

**E. RURAL MIXED-USE DEVELOPMENT ZONE – MOOSEHEAD LAKE REGION
CONCEPT PLAN (D-GN3M)**

1. Purpose

Rural mixed-use development zones are areas where there is a mix of complementary residential, commercial, and civic uses. The purpose of the D-GN3M zone is to provide for a range of complementary uses that have a similar size, scale, and character. It is designed to concentrate and limit the amount of growth. This zone seeks to limit the fiscal and visual impact of sprawling development and to provide a continuing sense of community and limited mixed-use development in lightly settled areas.

2. Description

This zone is similar to the D-GN2 subdistrict established under the Prospective Zoning Plan for the Rangeley Lakes Region, but preserves land uses related to forest management that were allowed in the affected areas immediately prior to adoption of the Concept Plan.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within D-GN3M zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (3) Primitive recreational uses, including fishing, hiking, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing, but not including hunting or trapping;
- (4) Surveying and other resource analysis;
- (5) Temporary docking structures and temporary on-shore structures used to secure docks and moorings;
- (6) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-GN3M zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Commercial hand-carry launches;
- (3) Creation, alteration, or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with residential uses;
- (5) Filling and grading;

- (6) Forest management activities, provided that the buffering requirements in Section 10.25,B,2 are met;
- (7) Land management roads, in accordance with the guidelines in Chapter 15 of the Commission's rules;
- (8) Level A mineral exploration activities, excluding associated access ways;
- (9) Level A road projects;
- (10) Minor home occupations;
- (11) New and expanded accessory structures to any legally existing, conforming, non-single-family residential uses, provided that these new or expanded structures contain not more than a total of 500 square feet of gross floor area, are not supplied with water, neither use nor produce any hazardous or toxic materials or substances, and do not add new activities not currently being conducted at the facility;
- (12) Public trailered ramps and commercial and public hand-carry launches;
- (13) Service drops; and buildings or structures necessary for the furnishing of public utility services, provided they contain not more than 500 square feet of floor area per building, are less than 20 feet in height, and are not supplied with water. Wire and pipeline extensions which do not meet the definition of service drops shall require a permit;
- (14) Signs; and
- (15) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within D-GN3M zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards for such activities in Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (3) Cemeteries, and family burying grounds in accordance with 13 M.R.S.A. §1142;
- (4) Commercial recreational facilities such as guide services and outfitters;
- (5) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (6) Driveways associated with non-residential uses; driveways associated with residential uses which are not in conformance with the standards of Section 10.27,H;
- (7) Filling and grading, which is not in conformance with the standards of Section 10.27,F, and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (8) General commercial facilities having not more than 2,500 square feet of gross floor area per building that are compatible with residential uses including:
 - Businesses related to forestry, farming, or natural resource extraction;
 - Facilities offering food and beverages prepared on the premises;
 - Retail stores and services, laundromats, convenience stores, or retailing of gasoline with no more than 2 gas pumps where each pump can serve no more than 2 vehicles simultaneously;
 - Professional offices, sales and rental offices, financial institutions, health care facilities, nursing homes, and children's day care facilities, home child day care providers serving more than 12 children, and home adult day service providers serving more than 12 adults;
 - Art studios or artisan shops; and

- Commercial uses associated with a residence, other than home occupations;
- (9) Land management roads which are not in accordance with the guidelines in Chapter 15 of the Commission's rules;
- (10) Level B and C road projects, except for water crossings as provided for in Section 10.21,E,3,b;
- (11) Level B mineral exploration activities;
- (12) Major home occupations;
- (13) Public and institutional: Places of worship and other religious institutions; public, private and parochial day schools; non-profit children's day care and adult day service facilities; libraries; fire stations; post offices; solid waste transfer or recycling stations; community centers; parks; and playgrounds;
- (14) Private and commercial trailered ramps; beach, shore and water access facilities; and public trailered ramps and commercial and public hand-carry launches which are not in conformance with the standards of Section 10.27,L and private hand-carry launches;
- (15) Residential: Single and multi-family dwellings; residential subdivisions; and accessory structures and uses, including without limitation, pools, swimming pools and hot tubs, gazebos, picnic shelters, barbeque structures, and related structures and uses;
- (16) On-site caretaker or manager housing serving residential subdivisions;
- (17) Structures and uses that serve community or residential subdivision needs such as clubhouses or gathering places for recreational or social functions provided such structures do not contain more than 5,000 square feet of floor space per structure, community swimming pools, and equestrian facilities;
- (18) Subdivisions for commercial uses and activities allowed with a permit under Section 10.21,E,3,c,(4) and (8);
- (19) Shoreland alterations, excluding marinas, permanent docking structures, water-access ways, and water crossings of minor flowing waters;
- (20) Signs which are not in conformance with the standards of Section 10.27,J;
- (21) Utility facilities compatible with residential uses, other than service drops;
- (22) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
- (23) Water impoundments;
- (24) Other structures, uses or services that are essential to the uses listed in Section 10.21,E,3,a through c; and
- (25) Other structures, uses, or services that the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources and uses they protect.

d. Special Exceptions

The following uses may be allowed within D-GN3M zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those other uses within the zone with which it is incompatible; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Commercial facilities with less than 5,000 square feet of outdoor display area;
- (2) Commercial sporting camps up to 15,000 square feet of gross floor area; and
- (3) Commercial uses with less than 2,500 square feet of gross floor area, other than those provided for in Section 10.21,E,3,c,(8).

In addition to the uses allowed as special exceptions above, a D-GN3M zone may be relocated by provided that: (a) there is no net increase in the size of the zone, (b) the new

location is no greater than 1 mile from the original location, measured in a straight line, and (c) uses in the zone are buffered from incompatible uses in adjacent zones.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, notification, or by special exception shall be prohibited in a D-GN3M zone.

f. Water Quality Limiting Lakes

For information relative to water quality limiting lakes see Section 10.23,E,3,f.

g. Limitation on Number of New Residential Dwelling Units.

A maximum of 975 new residential dwelling units, in the aggregate, may be permitted in the Plan Area, and no new residential dwelling unit may be permitted except in an approved subdivision. In addition, the following maximum limits on the aggregate number of new residential dwelling units shall apply in the following development areas:

Long Pond	110 units
South Brassua Lake	250 units
Lily Bay	154 units
Upper Wilson Pond	32 units

In connection with any application for a subdivision that includes residential dwelling units, the applicant shall submit a statement indicating the aggregate number of residential dwelling units previously approved in the Plan Area, and, if applicable, in the relevant development area, in order to demonstrate that these limits will not be exceeded. The limitations contained in this Section apply to residential dwelling units only, and do not apply to resort accommodations, employee housing, workforce housing, or on-site caretaker and manager housing.

F. MARITIME DEVELOPMENT ZONE (D-MT)

This section has been deleted entirely.

G. PLANNED DEVELOPMENT ZONE (D-PD)

This section has been deleted entirely.

H. RESIDENTIAL DEVELOPMENT ZONE (D-RS)

This section has been deleted entirely.

I. COMMUNITY RESIDENTIAL DEVELOPMENT ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (D-RS2M)

1. Purpose

The purpose of the D-RS2M zone is to designate residential areas that can accommodate an appropriate range of low-impact community and public uses that are compatible with residential uses. This zone seeks to promote residential living and thriving neighborhoods with a limited range of services.

2. Description

The D-RS2M zone shall be located adjacent to a D-GN2M or D-GN3M zone in order to limit the fiscal and visual impacts of sprawling development. Adjacent is interpreted as within a distance of one road mile. This zone is similar to the D-RS2 zone established pursuant to the Prospective Zoning Plan for the Rangeley Lake Region but it preserves land uses related to forest management activities that were allowed in the affected areas immediately prior to adoption of the Concept Plan.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within D-RS2M zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting on residential subdivision lots;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, canoe portaging, cross country skiing and snowshoeing, excluding hunting and trapping;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-RS2M zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Creation, alteration, or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;

- (3) Driveways associated with residential uses;
- (4) Filling and grading;
- (5) Land management roads, in accordance with the guidelines in Chapter 15 of the Commission's rules;
- (6) Level A mineral exploration activities, excluding associated access ways;
- (7) Level A road projects;
- (8) Mineral extraction operations, less than 5 acres in size, to support land management roads and other uses allowed with or without a permit in development zones;
- (9) Minor home occupations;
- (10) New and expanded accessory structures to any legally existing, conforming, non-single-family residential uses, provided that these new or expanded structures contain not more than a total of 500 square feet of gross floor area, are not supplied with water, neither use nor produce any hazardous or toxic materials or substances, and do not add new activities not currently being conducted at the facility;
- (11) Public trailered ramps and public hand-carry launches;
- (12) Service drops; and buildings or structures necessary for the furnishing of public utility services, provided they contain not more than 500 square feet of floor area, are less than 20 feet in height, and are not supplied with water. Wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
- (13) Signs;
- (14) The operation of machinery and the erection of buildings including buildings to store equipment and materials for maintaining roads and other structures used primarily for agricultural or forest management activities or other uses allowed with and without a permit in the D-RS2M zone, except on residential subdivision lots;
- (15) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within D-RS2M zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (3) Intentionally deleted;
- (4) Campsites;
- (5) Cemeteries, and family burying grounds in accordance with 13 M.R.S.A. §1142;
- (6) Community living facilities;
- (7) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (8) Driveways associated with non-residential uses; driveways associated with residential uses which are not in conformance with the standards of Section 10.27,H;
- (9) Filling and grading, which is not in conformance with the standards of Section 10.27,F and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (10) Land management roads which are not in conformance with the guidelines in Chapter 15 of the Commission's rules;

- (11) Level B and C road projects, except for water crossings as provided for in Section 10.21,I,3,b;
- (12) Level B mineral exploration activities;
- (13) Major home occupations;
- (14) Portable mineral processing equipment;
- (15) Public and Institutional: Places of worship and other religious institutions; public, private and parochial day schools; non-profit children's day care facilities; local parks and local public recreation areas;
- (16) Private and commercial trailered ramps and hand carry launches; beach, shore and water access facilities; and public trailered ramps and public hand-carry launches which are not in conformance with the standards of Section 10.27,L and private and commercial trailered ramps;
- (17) Residential: Single and multi-family dwellings; residential subdivisions; accessory structures and uses, including without limitation pools, swimming pools and hot tubs, gazebos, picnic shelters, barbeque structures, and related structures and uses;
- (18) On-site caretaker and/or manager housing in residential subdivisions;
- (19) Structures and uses that serve community or residential subdivision needs such as clubhouses or gathering places for recreational and social functions provided such structures do not contain more than 5,000 square feet of floor space per structure, community swimming pools, and equestrian facilities;
- (20) Shoreland alterations, excluding marinas, permanent docking structures, water-access ways, and water crossings of minor flowing waters;
- (21) Signs which are not in conformance with the standards of Section 10.27,J;
- (22) Structures devoted to the storage of sand or salt;
- (23) Truck and equipment storage;
- (24) Utility facilities compatible with residential uses other than service drops;
- (25) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
- (26) Water impoundments;
- (27) Other structures, uses or services that are essential to the uses listed in Section 10.21,I,3,a through c; and
- (28) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources and uses they protect.

d. Special Exceptions

The following uses may be allowed within D-RS2M zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those uses within the vicinity or area likely to be affected by the proposal with which it is or may be incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Health care facilities up to 4,000 square feet of gross floor area;
- (2) Post offices up to 1,250 square feet of gross floor area;

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in D-RS2M zones.

f. Water Quality Limiting Lakes.

For information relative to water quality limiting lakes see Section 10.23,E,3,f.

g. Limitation on Number of New Residential Dwelling Units.

A maximum of 975 new residential dwelling units, in the aggregate, may be permitted in the Plan Area, and no new residential dwelling unit may be permitted except in an approved subdivision. In addition, the following maximum limits on the aggregate number of new residential dwelling units shall apply in the following development areas:

Long Pond	110 units
South Brassua Lake	250 units
Lily Bay	154 units
Upper Wilson Pond	32 units

In connection with any application for a subdivision that includes residential dwelling units, the applicant shall submit a statement indicating the aggregate number of residential dwelling units previously approved in the Plan Area, and, if applicable, in the relevant development area, in order to demonstrate that these limits will not be exceeded. The limitations contained in this Section apply to residential dwelling units only, and do not apply to resort accommodations, employee housing, workforce housing, or on-site caretaker and manager housing.

J. RESIDENTIAL RECREATION DEVELOPMENT ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (D-RS3M)

1. Purpose

The purpose of the D-RS3M zone is to accommodate seasonal, recreational, and year-round development in high value resource areas without compromising the recreational setting. This zone permits a restricted range of allowed uses in order to ensure attractive residential recreational opportunities.

2. Description

The D-RS3M zone shall be applied only in high natural resource value areas appropriate for residential or closely related uses.

The D-RS3M zone area will be located along or near the shorelines of Management Class 3, and 4lakes or in other high value natural resource areas designated for growth in the Concept Plan. The D-RS3M zone is modeled upon the D-RS3M subdistrict established pursuant to the Prospective Zoning Plan for the Rangeley Lakes Region, but preserves land uses related to forest management that were allowed in the affected areas immediately prior to the adoption of the Concept Plan.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within D-RS3M zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting on residential subdivision lots;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, wildlife study and photography, wild crop harvesting, bicycling; horseback riding, tent and shelter camping, canoe portaging, cross country skiing and snowshoeing, excluding hunting and trapping;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-RS3M zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Creation, alteration, or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they

- are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Driveways associated with residential uses;
 - (4) Filling and grading;
 - (5) Land management roads, in accordance with the guidelines in Chapter 15 of the Commission's rules;
 - (6) Level A mineral exploration activities, excluding associated access ways;
 - (7) Level A road projects;
 - (8) Mineral extraction operations, less than 5 acres in size, to support land management roads and other activities and uses allowed with and without a permit in development zones;
 - (9) Minor home occupations, provided that any tractor truck, semitrailer or heavy equipment allowed with this use is completely buffered from view from adjacent properties, roads, and water bodies, or is completely enclosed in an accessory structure;
 - (10) New and expanded accessory structures to any legally existing, conforming, non-single-family residential uses, provided that these new or expanded structures contain not more than a total of 500 square feet of gross floor area, are not supplied with water, neither use nor produce any hazardous or toxic materials or substances, and do not add new activities not currently being conducted at the facility;
 - (11) Public hand-carry launches;
 - (12) Service drops; and buildings or structures necessary for the furnishing of public utility services, provided they contain not more than 500 square feet of floor area, are less than 20 feet in height, and are not supplied with water. Wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
 - (13) Signs;
 - (14) The operation of machinery and the erection of buildings including buildings to store equipment and materials for maintaining roads and other structures used primarily for agricultural or forest management activities or other uses allowed with and without a permit in the D-RS3M zone, except on residential subdivision lots; and
 - (15) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within D-RS3M zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with standards of Section 10.27,A;
- (3) Campsites;
- (4) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (5) Driveways associated with non-residential uses; driveways associated with residential uses which are not in conformance with the standards of Section 10.27,H;
- (6) Filling and grading, which are not in conformance with the standards of Section 10.27,F and draining, dredging and alteration of the water table or water level for other than mineral extraction;

- (7) Land management roads which are not in conformance with the guidelines in Chapter 15 of the Commission’s rules;
- (8) Level B and C road projects, except for water crossings as provided for in Section 10.21,J,3,b;
- (9) Level B mineral exploration activities;
- (10) Local public parks and local public recreation areas;
- (11) Portable mineral processing equipment;
- (12) Private and commercial trailered ramps; beach, shore and water access facilities; public hand-launches which are not in conformance with the standards of Section 10.27,L of the Commission’s rules; and private and commercial hand-carry launches;
- (13) Public hand-carry launches which are not in conformance with the standards of Section 10.27,L;
- (14) Residential: Single family dwellings; residential subdivisions; accessory structures and uses, including without limitation, pools, swimming pools and hot tubs, gazebos, picnic shelters, barbeque structures, and related structures and uses;
- (15) On-site caretaker and/or manager housing in residential subdivisions;
- (16) Shoreland alterations, excluding marinas, permanent docking structures, water-access ways, and water crossings of minor flowing waters;
- (17) Signs which are not in conformance with the standards of Section 10.27,J;
- (18) Structures and uses that serve community or residential subdivision needs such as clubhouses or gathering places for recreational and social functions provided such structures do not contain more than 5,000 square feet of floor space per structure, community swimming pools, and equestrian facilities;
- (19) Utility facilities compatible with residential uses other than service drops;
- (20) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
- (21) Water impoundments;
- (22) Other structures, uses or services that are essential to the uses listed in Section 10.21,J,3,a through c; and
- (23) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources and uses they protect.

d. Special Exceptions

Intentionally deleted.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in D-RS3M zones.

f. Water Quality Limiting Lakes

For information relative to water quality limiting lakes see Section 10.23,E,3,f.

g. Limitation on Number of New Residential Dwelling Units.

A maximum of 975 new residential dwelling units, in the aggregate, may be permitted in the Plan Area, and no new residential dwelling unit may be permitted except in an approved subdivision. In addition, the following maximum limits on the aggregate number of new residential dwelling units shall apply in the following development areas:

Long Pond

110 units

South Brassua Lake	250 units
Lily Bay	154 units
Upper Wilson Pond	32 units

In connection with any application for a subdivision that includes residential dwelling units, the applicant shall submit a statement indicating the aggregate number of residential dwelling units previously approved in the Plan Area, and, if applicable, in the relevant development area, in order to demonstrate that these limits will not be exceeded. The limitations contained in this Section apply to residential dwelling units only, and do not apply to resort accommodations, employee housing, workforce housing, or on-site caretaker and manager housing.

10.22 MANAGEMENT ZONES

Pursuant to the Concept Plan, the following management zone is established within the Concept Plan's P-RP subdistrict:

A. GENERAL MANAGEMENT ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (M-GNM)

1. Purpose

The purpose of the M-GNM zone is to permit forestry and agricultural management activities to occur with minimal interferences from unrelated development. In connection therewith, the statutory provisions of 12 M.R.S.A. § 685-A,5 relating to management subdistricts shall continue to apply to all M-GNM zones within the Plan Area.

2. Description

These are areas which are appropriate for forest or agricultural management activities and that do not require the special protection afforded by the protection zones, and which were designated as being within M-GN subdistricts immediately prior to adoption of the Concept Plan. This zone is based upon the M-GN subdistrict, but prohibits residential dwelling units and associated uses. This zone also allows for a municipal facility in Beaver Cove Township.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within M-GNM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities;
- (3) Land application of septage, sludge and other residuals, and related storage and composting activities in compliance with regulations promulgated by the Maine Department of Environmental Protection under 38 M.R.S.A. §13: Maine Hazardous Waste, Septage and Solid Waste Management Act;
- (4) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (5) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, bicycling, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (6) Surveying and other resource analysis;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within M-GNM zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities, including cranberry cultivation and the construction, alteration or maintenance of farm or livestock ponds which are not fed or drained by a flowing water;
- (2) Campsites;
- (3) Checkpoint buildings;
- (4) Creation, alteration or maintenance of constructed ponds, other than those described in Section 10.22,A,3,b,(1) above, less than 1 acre in size which are not fed or drained by flowing waters, in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (5) Driveways associated with residential uses;
- (6) Filling and grading;
- (7) Land management roads, in accordance with the guidelines in Chapter 15 of the Commission's rules;
- (8) Level A and B road projects;
- (9) Level A mineral exploration activities, including associated access ways;
- (10) Mineral extraction operations, less than 5 acres in size;
- (11) Minor home occupations;
- (12) Parking areas, roads, signs and similar facilities associated with public trailered ramps and private and commercial hand-carry launches.
- (13) Service drops; and buildings or structures necessary for the furnishing of public utility services, provided they contain not more than 500 square feet of floor area, are less than 20 feet in height, and are not supplied with water. Wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
- (14) Signs; and
- (15) The operation of machinery and the erection of buildings including buildings to store equipment and materials for maintaining roads and other structures used primarily for agricultural or forest management activities.

c. Uses Requiring a Permit

The following uses may be allowed within M-GNM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Intentionally deleted;
- (2) Intentionally deleted;
- (3) Creation, alteration or maintenance of constructed ponds, other than those described in Section 10.22,A,3,b, above, which are 1 acre or more in size, or such ponds less than 1 acre which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with non-residential uses; driveways associated with residential uses which are not in conformance with the standards of Section 10.27,H;
- (5) Family burying grounds of not more than ¼ acre, in accordance with 13 M.R.S.A. §1142;
- (6) Filling and grading, which is not in conformance with the standards of Section 10.27,F and draining, dredging, and alteration of the water table or water level for other than mineral extraction;

- (7) Land management roads which are not in conformance with the guidelines in Chapter 15 of the Commission's rules;
- (8) Intentionally deleted;
- (9) Level A mineral exploration activities, including associated access ways, which are not in conformance with the standards of Section 10.27,C;
- (10) Level B mineral exploration activities;
- (11) Level C road projects;
- (12) Intentionally deleted;
- (13) Maple sugar processing operations;
- (14) Mineral extraction operations
 - (a) affecting an area less than 5 acres in size and which are not in conformance with the standards of Section 10.27,C;
 - (b) affecting an area between 5 and 30 acres provided the unreclaimed area is less than 15 acres; and
 - (c) structures essential to the extraction activity having a total gross floor area of no more than 2,000 square feet;
- (15) Non-commercial structures utilized for educational, scientific, or nature observation purposes;
- (16) Parking areas, roads, signs and similar facilities associated with commercial and private trailered ramps and such facilities addressed in Section 10.22,A,3,b which are not in conformance with the standards of Section 10.27,L;
- (17) Peat extraction affecting an area less than 30 acres in size;
- (18) Portable mineral processing equipment;
- (19) Intentionally deleted;
- (20) Intentionally deleted;
- (21) Sawmills and chipping mills on sites of less than 5 acres;
- (22) Signs which are not in conformance with the standards of Section 10.27,J;
- (23) Solid waste disposal facilities affecting an area less than 2 acres in size;
- (24) Structures devoted to composting of sludge, septage or other residuals affecting an area less than 5 acres in size;
- (25) Structures devoted to the storage of sand or salt;
- (26) Truck and equipment storage;
- (27) Utility facilities, excluding service drops;
- (28) Water impoundments;
- (29) Municipal buildings, facilities and structures, but only in Beaver Cove Township and only if located within one road mile of existing municipal facilities and buildings;
- (30) Other structures, uses, or services that are essential to the uses listed in Section 10.22,A,3,a through c; and
- (31) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses they protect.

d. Special Exceptions

The following uses may be allowed within the M-GNM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that there is no alternative site in a development zone which is both suitable to the proposed use and reasonably available to the applicant:

- (1) Remote rental cabins, huts, and other overnight shelters associated with a trail system.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in M-GNM zones.

B. HIGHLY PRODUCTIVE MANAGEMENT SUBDISTRICT (M-HP)

This section has been deleted entirely.

C. NATURAL CHARACTER MANAGEMENT SUBDISTRICT (M-NC)

This section has been deleted entirely.

10.23 PROTECTION ZONES

Pursuant to the Concept Plan, the following protection zones are established within the Concept Plan's P-RP subdistrict:

A. ACCESSIBLE LAKE PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-ALM)

1. Purpose

The purpose of the P-ALM zone is to maintain and protect the existing natural values of the accessible, undeveloped, high value lakes within the Commission's jurisdiction. This is the class of lakes described as Management Class 2 lakes in the Commission's Comprehensive Land Use Plan. It is the intent of this zone to restrict development but not to regulate timber harvesting beyond the extent to which it is regulated within P-GPM zones.

2. Description

Areas surrounding bodies of standing water classified as Management Class 2 Lakes (Accessible, Undeveloped, High Value Lakes).

The protection zone shall extend 500 feet from and around the water body measured from the normal high water mark.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within P-ALM zones:

- (1) Emergency operations conducted for the public health, safety, or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-AL zones, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Intentionally deleted;
- (4) Land management roads;
- (5) Level A mineral exploration activities, including associated access ways;
- (6) Level A road projects;
- (7) Intentionally deleted;
- (8) Service drops;
- (9) Signs listed as exempt in Section 10.27,J; and
- (10) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within P-ALM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (2) Campsites;
- (3) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with non-residential uses;
- (5) Filling, grading, draining, dredging or alteration of the water table or water level for other than mineral extraction;
- (6) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (7) Land management roads and water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D; water crossings of bodies of standing water and major flowing waters;
- (8) Level A mineral exploration activities, including associated access ways, which are not in conformance with the standards of Section 10.27,C;
- (9) Level B and C road projects, except for water crossings of minor flowing waters as provided for in Section 10.23,A,3,b;
- (10) Level B mineral exploration activities;
- (11) Intentionally deleted;

- (12) Mineral extraction for road purposes less than 5 acres in size, provided that such activity:
 - (a) is not visible from the body of standing water which the P-ALM zone was established to protect; and
 - (b) avoids use of the P-ALM zone, except where necessary to provide gravel for land management operations where alternative sources are unavailable or impractical;
- (13) Non-commercial structures for scientific, educational and/or nature observation purposes, which are not of a size or nature which would adversely affect the resources protected by this zone;
- (14) Intentionally deleted;
- (15) Intentionally deleted;
- (16) Signs other than those listed as exempt in Section 10.27,J;
- (17) Timber harvesting which is not in conformance with the standards of Section 10.27,E;
- (18) Water impoundments;
- (19) Other structures, uses or services that are essential for the exercise of uses listed in Section 10.23,A,3,a through c; and
- (20) Other structures, uses or services which the Commission determines are consistent with the purpose of this zone and of the Comprehensive Land Use Plan and are not detrimental to the uses or resources they protect.

d. Special Exceptions

The following uses may be allowed within P-ALM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those other uses and resources within the zone with which it is incompatible; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan; and further provided that there shall be no more than one development unit per shore mile except as provided in Section 10.23,A,3,c, such distance measured by following the shoreline of the lake, including all shoreline irregularities, on the Commission's Land Use Guidance Map:

- (1) Intentionally deleted;
- (2) Intentionally deleted.

The following uses may be allowed as special exceptions provided the applicant shows, in addition to the criteria listed above, by substantial evidence that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant:

- (3) Intentionally deleted,
- (4) Intentionally deleted; and
- (5) Utility facilities other than service drops.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-ALM zones.

f. Water Quality Limiting Lakes

For information relative to water quality limiting lakes, see Section 10.23,E,3,f.

B. AQUIFER PROTECTION ZONE (P-AR)

This section has been deleted entirely.

**C. FLOOD PRONE AREA PROTECTION ZONE – MOOSEHEAD LAKE REGION
CONCEPT PLAN (P-FP)**

1. Purpose

The purpose of the P-FPM zone is to regulate in all flood prone areas, including areas of special flood hazard, certain land use activities in order to minimize the human, environmental, and financial costs of floods and flood cleanup programs, by protecting on-site, adjacent, upstream and downstream property from flood damage; and by minimizing danger from malfunctioning water supply and waste disposal systems in flood prone areas; and to comply with the cooperative agreement between the Land Use Regulation Commission and the Federal Emergency Management Agency (FEMA) regarding the regulation of land use according to the requirements of 44 CFR Part 60.3 of the National Flood Insurance Program, so that flood insurance can be made available to persons in flood prone areas.

2. Description

Areas located within the 100-year frequency floodplain, also known as areas of special flood hazard, as identified by the Commission after consideration of relevant data including, without limitation, areas determined to be flood prone by state or federal agencies, including the Flood Insurance Studies and accompanying Flood Insurance Rate Maps or Flood Hazard Boundary Maps prepared by the Federal Emergency Management Agency, historical data, and the National Cooperative Soil Survey.

The areas identified by FEMA as areas of special flood hazard (Zones A, AE, A1-30, VE) on Flood Insurance Rate Maps or Flood Hazard Boundary Maps for townships, plantations, or towns qualify as flood prone areas appropriate for protection within this zone. The Commission adopts the FEMA maps as listed in Appendix E, as such maps may be amended from time to time and a note on the Official Land Use Guidance Map shall refer to maps so adopted. In any case where the boundaries of the P-FPM zone on the Commission map differ from the boundaries of the FEMA zones, the FEMA boundaries shall apply. The FEMA zones shall be regulated according to the provisions of the P-FPM zone.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P-FPM zones or FEMA zones A, AE, A1-30, or VE:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hunting, hiking, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis; and
- (6) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-FPM zones or FEMA zones A, AE, A1-30, or VE subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Intentionally deleted; and
- (4) Service drops.

c. Uses Requiring a Permit

The following uses may be allowed within P-FPM zones or FEMA zones A, AE, A1-30, or VE upon issuance of a permit from the Commission pursuant to 12 M.R.S.A., §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agriculture management activities which are not in conformance with the standards of Section 10.27,A;
- (2) Intentionally deleted;
- (3) Campsites;
- (4) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (5) Driveways;
- (6) Filling and grading, and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (7) Land management roads;
- (8) Level A, B and C road projects;
- (9) Level A mineral exploration activities, including associated access ways;
- (10) Level B mineral exploration activities;
- (11) Intentionally deleted;
- (12) Mineral extraction operations affecting an area up to 30 acres in size provided the unreclaimed area is less than 15 acres, for road purposes;
- (13) Public and commercial trailered ramps and public, private and commercial hand-carry launches;
- (14) Shoreland alterations, including temporary docking structures, on-shore structures used to secure docks and moorings, and reconstruction of permanent docking structures; but excluding marinas, new or expanded permanent docking structures, water-access ways, trailered ramps, and hand-carry launches;
- (15) Signs;
- (16) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;
- (17) Utility facilities, except for service drops;
- (18) Water crossings;
- (19) Water impoundments;

- (20) Other structures, uses or services that are essential for the exercise of uses listed in Section 10.23,C,3,a through c; and
- (21) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-FPM zones or FEMA zones A, AE, A1-30, or VE as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses and resources within the zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Intentionally deleted;
- (2) Industrial and commercial structures of less than 8,000 square feet which rely upon the water resource for their existence;
- (3) Private trailered ramps, new or expanded permanent docking structures, and water-access ways; and
- (4) Intentionally deleted.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-FPM zones and FEMA zones A, AE, A1-30, and VE.

**D. FISH AND WILDLIFE PROTECTION ZONE – MOOSEHEAD LAKE REGION
CONCEPT PLAN (P-FWM)**

1. Purpose

The purpose of the P-FWM zone is to conserve important fish and wildlife habitats essential to the citizens of Maine because of their economic, recreational, aesthetic, educational or scientific value.

2. Description

This zone shall include wildlife and fishery habitat the Commission determines are in need of special protection pursuant to the following standards:

- a. Significant fish spawning nursery and feeding areas, critical habitat of endangered and threatened fish and wildlife species ascertained by state or federal agencies, and habitat of fish or wildlife species needing special protection by other means, including by a state fish or wildlife conservation plan.
- b. The shelter portions of deer wintering areas when the following conditions are met:
 - (1) The following must be shown for all shelter portions of deer wintering areas proposed for a P-FWM zone:
 - (a) Documentation of use as a deer wintering area during a minimum of two years over the most recent 10 year period at the time of designation; for at least one of such years, such documentations shall be based upon ground observation by a wildlife biologist of the Department of Inland Fisheries and Wildlife during or following a period of winter conditions, but no later than May 1 in any year, showing extent of deer use for winter shelter as evidenced by deer tracks, current and past deer browsing, deer pellet depositions, and/or bedding sites, such that a population of at least 20 deer per square mile in the shelter area may be estimated. A P-FWM zone may be established for an area with an estimated population of fewer than 20 deer per square mile if, in the Commission's judgment, it is necessary to meet the purpose of the P-FWM zone. In this regard, the Commission may be guided by "Planning for Maine's Inland Fish and Wildlife Resources, 1986-1991," of the Maine Department of Inland Fisheries and Wildlife, and associated documents, including the white-tailed deer assessment and strategic plan, as they may be amended from time to time; and
 - (b) Occurrence of forest stands that are composed of over 50 percent conifer stems and contain a conifer crown closure of over 50 percent with predominant tree heights of over 35 feet; and
 - (2) The Maine Department of Inland Fisheries and Wildlife (MDIFW) has submitted to the Commission a status report containing the following information:

- (a) Deer population and deer habitat goals for the state and the applicable Wildlife Management District (WMD) – see Map 10.23,D-1;
 - (b) Estimated current population of deer in the state and the applicable WMD;
 - (c) Amount of land designated as P-FWM zones in the applicable WMD;
 - (d) Existing information on the amount of deer wintering habitat in organized towns within the applicable WMD;
 - (e) Amount and location of land designated as P-FWM zones in the subject township and all townships abutting the subject township;
 - (f) A qualitative and, if available, quantitative assessment, based on existing information, of the importance of the area proposed as a P-FWM zone to other wildlife species of particular significance, including those identified by state or federal agencies as Endangered, Threatened, Special Concern, Indeterminate Status, or Watch List; and
- (3) The combined area of the shelter portions of deer wintering areas designated as P-FWM or P-4 zones within the applicable WMD must not exceed 3.5% of the area of that WMD; and
- (4) The Department of Inland Fisheries and Wildlife has consulted with the landowner in one of the following ways:
- (a) The Department of Inland Fisheries and Wildlife has offered, in writing, to the landowner whose land is under consideration for designation as a P-FWM zone the opportunity to accompany the Department and observe its ground survey of the area proposed for designation, and has met with the landowner following such survey for the purpose of reaching agreement as to the area to be designated as a P-FWM zone. In making its offer, the Department may require prior agreement by the landowner to reasonably limit activities that would affect designation of the area while it remains under consideration:
 - (i) If the parties have reached agreement regarding the area to be designated, the terms of such agreement must be submitted to the Commission. Such agreement will not compel the landowner to join in a petition to designate the area as a P-FWM zone;
 - (ii) If the parties are unable to reach agreement, the substance of and reasons for the disagreement must be reported in writing to the Commission by the Department and the landowner; or
 - (b) The Department of Inland Fisheries and Wildlife has not offered, in writing, to the landowner whose land is under consideration for designation as a P-FWM zone the opportunity to accompany the Department and observe its ground survey of the area proposed for designation, but has met with the landowner following its ground survey for the purpose of reaching agreement as to the area to be designated as a P-FWM zone:
 - (i) If the parties have reached agreement regarding the area to be designated, the terms of such agreement must be submitted to the Commission. Such agreement will not compel the landowner to join in a petition to designate the area as a P-FWM zone;
 - (ii) If the parties are unable to reach agreement, the substance of and reasons for the disagreement must be reported to the

Commission by the Department and the landowner. Notwithstanding that disagreement, if the Commission finds that the area meets the criteria for designation as a P-FW zone and applies the P-FW designation to the area, within two years of the date of that zone designation, the landowner may request reconsideration of the designation if the landowner has obtained new information indicating the area did not meet the criteria set forth in Section 10.23,D,2,b,(1) at the time of designation. The Commission will give the Department at least 90 days notice of its receipt of a request for reconsideration prior to deciding that request.

- c. Upon request or agreement by the landowner, the configuration of a P-FWM zone may be modified in order to provide the zone with boundaries of reasonably regular shape.
- d. The provisions of Section 10.23,D,2,b, as amended on June 20, 1991, shall apply only to proposals to rezone areas to the P-FWM zone that are submitted to the Commission after June 20, 1991.
- e. The Commission may change a P-FWM zone by reducing its size or by changing it to another zone designation if it finds by substantial evidence that:
 - (1) The area designated as a P-FWM zone is no longer substantially used as a wintering area by deer and has not been so used for a period of ten years; and
 - (2) The change is consistent with the Comprehensive Land Use Plan; and
 - (3) The change is more appropriate for the protection and management of the resource within the affected area.

Alternatively, the Commission may approve such a zone change if the owner of the affected land designated as P-FWM and the Commissioner of the Department of Inland Fisheries and Wildlife agree that such change is appropriate or the area is not needed to meet the deer management objectives established by the Department.

Notwithstanding the above, where a P-4 or P-FWM zone has been established for the purposes of protecting a deer wintering area, that zone shall not be reduced in size as a result of timber harvesting activities which would cause such zone to no longer satisfy the requirements of Section 10.23,D,2,b,(1),(b).

- f. Coastal nesting islands or portions thereof, to be zoned as P-FWM will be determined by the following:
 - (1) Documentation of use by significant numbers of island nesting sea birds through an on-site investigation as reported in the U.S. Fish and Wildlife Service, Maine Cooperative Wildlife Research Unit's Maine Sea Bird Inventory. Breeding population estimates shall be based upon counts of individual nesting pairs and/or visual estimate of the total nesting population of a species.
 - (2) An island or portion thereof will be considered essential to the maintenance of sea bird populations when: (a) it provides habitat for one percent or more of Maine's total island breeding population of a particular species, or (b) the sum of such percentages for all species on the island is 1 or greater (the individual percentage is determined by dividing the island breeding population by Maine's total island breeding population for a particular species as determined by the latest information available from the Maine Sea Bird Inventory), or (c) when, in

the Commission's judgment, protection of an island or portion thereof is essential to the maintenance of the distribution and abundance of a specific species of sea bird.

The colonial sea bird species considered in the above determination include, but are not limited to: common eider (*Somateria moullissima*), Atlantic puffin (*Fratercula arctica*), razorbilled auk (*Alca torda*), black guillemot (*Cepphus grylle*), snowy egret (*Leucophogx thula*), glossy ibis (*Plegadis falcinellus*), arctic tern (*Sterna paradisaea*), common tern (*Sterna hirundo*), roseate tern (*Sterna dougallii*), herring gull (*Larus argentatus*), great black-backed gull (*Larus marinus*), laughing gull (*Larus arcticus*), Leach's petrel (*Oceanodroma leucorhoa*), double-crested cormorant (*Phalacrocorax auritus*), black-crowned night heron (*Nycticorax nycticorax*), and great blue heron (*Ardea herodias*).

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within P-FWM zones (provided, however, only wildlife and fishery management practices approved by the Department of Inland Fisheries and Wildlife or the U.S. Fish and Wildlife Service shall be permitted without prior approval of the Commission from May 1st to July 15th in P-FWM zones established for colonial nesting sea birds):

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (3) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (4) Surveying and other resource analysis;
- (5) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use in the shelter portion of deer wintering areas;
- (6) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-FWM zones, subject to the applicable requirements set forth in Sub-Chapter III (provided, however, only wildlife and fishery management practices approved by the Department of Inland Fisheries and Wildlife or the U.S. Fish and Wildlife Service shall be permitted without prior approval of the Commission from May 1st to July 15th in P-FW zones established for colonial nesting sea birds):

- (1) Forest management activities and land management roads, provided that timber harvesting and land management road construction are carried out in conformance with the following:
 - (a) Applicant shall confer with the appropriate Biologist of the Department of Inland Fisheries and Wildlife as to how the proposed activity is to occur within the P-FWM zone; at the landowner's option, the applicant may also confer with a Forester of the Maine Forest Service;

- (b) If a plan acceptable to the parties cannot be reached stating how the proposed activity should occur, the applicant shall be required to obtain a permit from the Commission;
 - (c) If a plan acceptable to the parties can be reached, the applicant shall notify the Commission in writing with a copy of the field investigation report by the Biologist (and the Forester where he also has been consulted) which states how and over what time period the activity is to occur -- the notification letter shall be signed by the person responsible for the proposed activity and the field investigation report shall be signed by the Biologist (and the Forester, where applicable);
 - (d) Applicant may proceed with activity in conformity with the plan 14 days after notification to the Commission unless within such time period the Commission disapproves the plan;
 - (e) Applicant shall notify the Commission of completion of activity so that a follow-up field investigation may be carried out by the Commission or its designee.
- (2) Level A mineral exploration activities, excluding associated access ways;
 - (3) Level A road projects;
 - (4) Mineral extraction for road purposes involving less than one (1) acre of land, provided that such activity is carried out in conformance with the following:
 - (a) Applicant shall confer with the appropriate biologist of the Department of Inland Fisheries and Wildlife for the purpose of developing a plan as to how the proposed activity is to occur within the P-FWM zone and within what time period;
 - (b) If a plan acceptable to the parties cannot be reached stating how the proposed activity should occur, the applicant shall be required to obtain a permit from the Commission;
 - (c) If a plan acceptable to the parties can be reached, the applicant shall submit a copy of the agreed-upon plan, signed by both parties, to the Commission;
 - (d) Applicant may proceed with activity in conformity with the plan 14 days following receipt of the plan by the Commission unless, within such time period, the Commission disapproves the plan;
 - (e) Applicant shall notify the Commission of completion of the activity so that a follow-up field investigation may be carried out by the Commission or its designee.
 - (5) Intentionally deleted;
 - (6) Service drops;
 - (7) Signs listed as exempt in Section 10.27,J; and
 - (8) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within P-FWM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agriculture management activities;
- (3) Campsites;
- (4) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters;

- (5) Filling and grading;
- (6) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (7) Level B road projects;
- (8) Intentionally deleted;
- (9) Shoreland alterations, including temporary docking structures, and on-shore structures used to secure docks and moorings, except as provided for in Section 10.23,D,3,a; but excluding marinas, permanent docking structures, water access ways, trailered ramps, and hand-carry launches;
- (10) Signs other than those listed as exempt in Section 10.27,J;
- (11) Timber harvesting and land management roads for which agreement cannot be reached pursuant to Section 10.23,D,3,b;
- (12) Utility facilities excluding service drops;
- (13) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D; water crossings of bodies of standing water and of major flowing waters;
- (14) Other structures, uses or services that are essential for uses listed in Section 10.23,D,3,a through c; and
- (15) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-FWM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses and resources within the zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Driveways;
- (2) Level B mineral exploration activities;
- (3) Level C road projects;
- (4) Intentionally deleted;
- (5) Mineral extraction for road purposes involving one (1) to 5 acres of land;
- (6) Permanent docking structures, and permanent on-shore structures used to secure docks and moorings, water-access ways, trailered ramps, and hand-carry launches;
- (7) Intentionally deleted; and
- (8) Water impoundments.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-FWM zones.

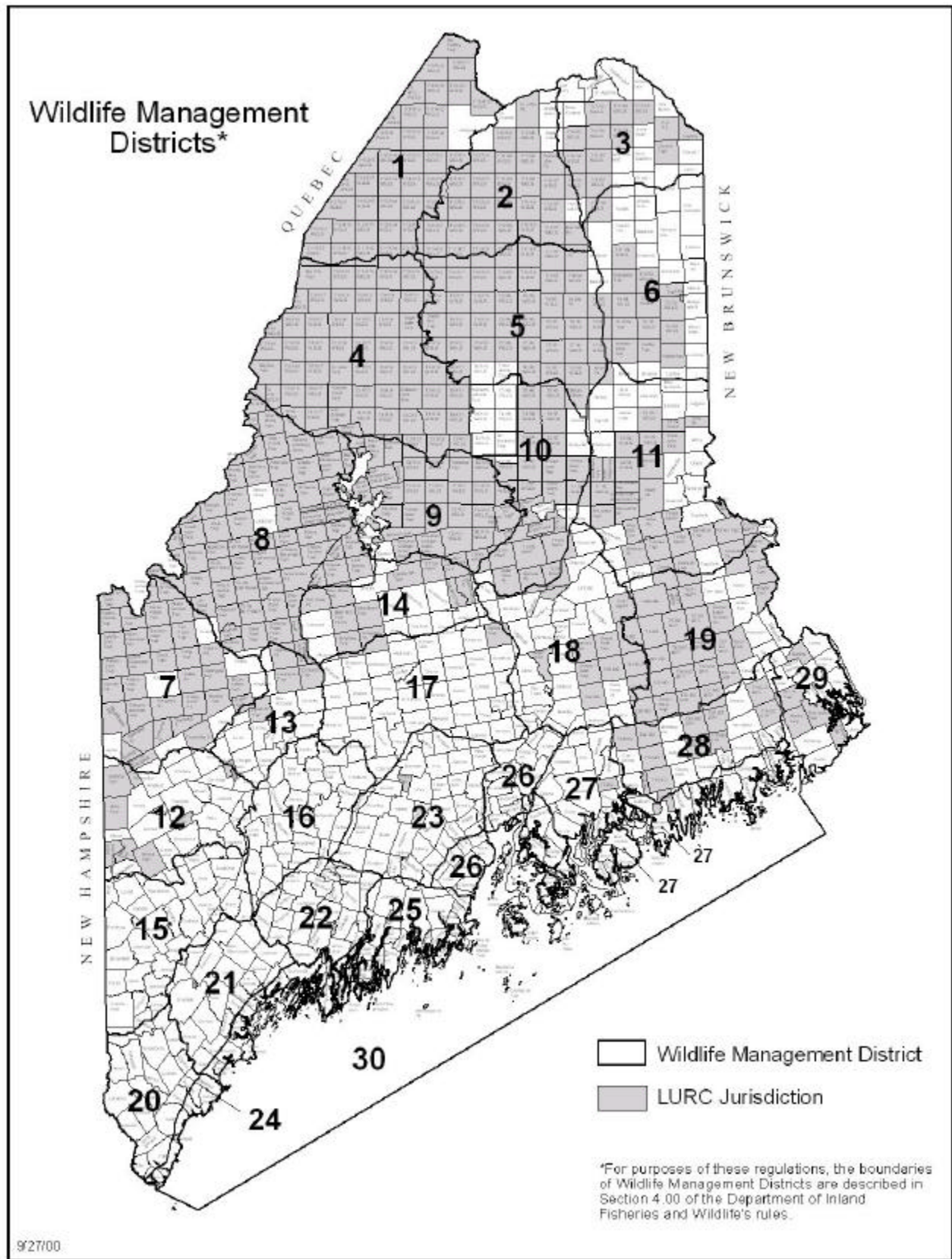


Figure 10.23,D-1 Wildlife Management Districts.

E. GREAT POND PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-GPM)

1. Purpose

The purpose of the P-GPM zone is to regulate residential and recreational development on Great Ponds to protect water quality, recreation potential, fishery habitat, and scenic character.

2. Description

Areas within 250 feet of the normal high water mark, measured as a horizontal distance landward of such high water mark, of those bodies of standing water 10 acres or greater in size.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P-GPM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-GPM zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Commercial hand-carry launches;
- (3) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters, provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with residential uses;
- (5) Filling and grading;
- (6) Land management roads, and water crossings of minor flowing waters;
- (7) Level A mineral exploration activities, including associated access ways;
- (8) Level A road projects;

- (9) Minor home occupations;
- (10) Public trailered ramps and public hand-carry launches;
- (11) Service drops;
- (12) Signs; and
- (13) Timber harvesting.

c. Uses Requiring a Permit

The following uses may be allowed within P-GPM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (2) Campsites;
- (3) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with non-residential uses;
- (5) Filling and grading, which is not in conformance with the standards of Section 10.27,F and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (6) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (7) Land management roads and water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of bodies of standing water and of major flowing waters;
- (8) Level A mineral exploration activities, including associated access ways, which are not in conformance with the standards of Section 10.27,C;
- (9) Level B and C road projects, except for water crossings of minor flowing waters as provided for in Section 10.23,E,3,b;
- (10) Level B mineral exploration activities;
- (11) Intentionally deleted;
- (12) Mineral extraction for road purposes no greater than 5 acres in size;
- (13) Non-commercial structures for scientific, educational and/or nature observation purposes, which are not of a size or nature which would adversely affect the resources protected by this zone;
- (14) Intentionally deleted;
- (15) Shoreland alterations, including reconstruction of permanent docking structures, and permanent on-shore structures used to secure docks and moorings; but excluding marinas, new or expanded permanent docking structures, water-access ways, trailered ramps, hand-carry launches, and water crossings of minor flowing waters;
- (16) Signs which are not in conformance with the standards of Section 10.27,J;
- (17) Timber harvesting which is not in conformance with the standards of Section 10.24,E;
- (18) Trailered ramps and hand-carry launches addressed in Section 10.23,E,3,b which are not in conformance with the standards of Section 10.27,L, commercial trailered ramps and private hand-carry launches;
- (19) Utility facilities other than service drops;
- (20) Water impoundments;
- (21) Other structures, uses, or services that are essential for uses listed in Section 10.23,E,3,a through c; and

- (22) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-GPM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those other uses and resources within this zone with which it is incompatible; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Intentionally deleted;
- (2) Intentionally deleted;
- (3) Intentionally deleted.

The following uses may be allowed as special exceptions provided the applicant also shows by substantial evidence that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant:

- (4) Intentionally deleted;
- (5) New or expanded permanent docking structures, water-access ways, and private trailered ramps; and
- (6) Peat extraction affecting an area less than 5 acres in size.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-GPM zones.

f. Water Quality Limiting Lakes

Water Quality Limiting Lakes shall be those bodies of standing water 10 acres or greater in size where the Commission determines from available information that the maximum number of allowable dwelling units, as determined by minimum shoreline frontage requirements for such water body, would give rise to a significant risk of increasing the phosphorus concentration of the water by 5 parts per billion or more.

With respect to future development, including subdivisions, near such water bodies, the Commission may impose additional and/or more protective standards with respect to clearing, frontage and setback requirements, sewage disposal, and other aspects of such development so as to reasonably assure that the above stated maximum allowable change in phosphorus concentration for such water bodies is not exceeded.

The methodology used to identify water quality limiting lakes is shown in Appendix A of this chapter.

F. SEMI-REMOTE LAKE PROTECTION ZONE (P-GP2)

This section has been deleted entirely.

G. MOUNTAIN AREA PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-MAM)

1. Purpose

The purpose of the P-MAM zone is to regulate certain land use activities in mountain areas in order to preserve the natural equilibrium of vegetation, geology, slope, soil and climate in order to reduce danger to public health and safety posed by unstable mountain areas, to protect water quality, and to preserve mountain areas for their scenic values and recreational opportunities.

2. Description

- a. Areas above 2,700 feet in elevation, except where the Commission determines from substantial evidence presented to it that designation otherwise would not jeopardize significant natural, recreational or historic resources and where such other designation would be consistent with the purpose, intent and provisions of the Comprehensive Land Use Plan and 12 M.R.S.A. §206-A.

Evidence submitted for consideration in determining whether areas above 2,700 feet in elevation should not be included in a P-MAM zone shall include the following:

- (1) Proof that the area meets the definition of the zone in which it is proposed to be placed;
- (2) A soils map showing soil type or soil group names, and a description of their characteristics, demonstrating that the area possesses the following soil conditions:
 - (a) Depth to bedrock of 20" or more,
 - (b) Well or moderately well drained,
 - (c) Slope of less than 25%,
 - (d) A mature soil profile, and
 - (e) Nutrient content and pH status proper to encourage the establishment of vegetation.
- (3) A topographic map indicating the area to be excluded from the P-MAM zone;
- (4) A description of scenic conditions and recreational opportunities which shows that there are no areas of scenic value or recreational opportunity which will be unreasonably impaired by excluding such area from the P-MA zone;
- (5) A description of the land use history of the area; and
- (6) Other information pertinent to the suitability of the area, pursuant to 12 M.R.S.A. §685-B(4) for the specific use proposed.

- b. Mountain areas the Commission identifies below 2,700 feet in elevation when vegetative cover, geology, degree of slope, soil type, and climatic conditions indicate the need to protect such areas in order to achieve the purpose of the P-MA zone.

Evidence submitted for consideration in determining whether areas below 2,700 feet in elevation should be included in a P-MAM zone shall include the following:

- (1) A soils map showing soil types or groups and a description of their characteristics demonstrating that the area possesses the following soil conditions:

- (a) Depth to bedrock of less than 20",
 - (b) Less than moderately well drained,
 - (c) Slope of 25% or greater,
 - (d) Soil profile which is not mature, and
 - (e) Nutrient content and pH status not conducive to the establishment of vegetation.
- (2) A topographic map indicating the area to be included in the P-MAM zone;
 - (3) A description of scenic conditions and recreational opportunities in the area which demonstrates that the same should be included in the P-MAM zone;
 - (4) A description of the land use history of the area; and
 - (5) Other information pertinent to the suitability of the area for inclusion in P-MAM zone.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within P-MAM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest and agricultural management activities, except for timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis; and
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use; and
- (7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-MAM zones, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Level A mineral exploration activities, excluding associated access ways;
- (2) Level A road projects;
- (3) Service drops; and
- (4) Signs listed as exempt in Section 10.27,J.

c. Uses Requiring a Permit

The following uses may be allowed within P-MAM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Campsites;
- (3) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters;

- (4) Filling, grading, draining, and altering the water table or water level for other than mineral extraction;
- (5) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (6) Land management roads and water crossings;
- (7) Level B road projects;
- (8) Signs other than those listed as exempt in Section 10.27,J;
- (9) Timber harvesting;
- (10) Trails;
- (11) Water impoundments;
- (12) Other structures, uses, or services that are essential for exercise of uses listed in Section 10.23,G,3,a through c; and
- (13) Other structures, uses, or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-MAM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10) and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses and resources within this zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Driveways;
- (2) Level B mineral exploration activities;
- (3) Level C road projects;
- (4) Structures relating to downhill skiing and other mountain related recreation facilities; and
- (5) Utility facilities.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-MAM zones.

H. RESOURCE PLAN PROTECTION SUBDISTRICT (P-RP)

The entire Plan Area is rezoned as a P-RP subdistrict.

I. RECREATION PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-RRM)

1. Purpose

The purpose of the P-RRM zone is to provide protection from development and intensive recreational uses to those areas that currently support, or have opportunities for, unusually significant primitive recreation activities. By so doing, the natural environment that is essential to the primitive recreational experience will be conserved.

2. Description

P-RRM: Trails, and areas surrounding bodies of standing and flowing water and other areas which the Commission identifies as providing or supporting unusually significant opportunities for primitive recreational experiences.

Bodies of standing water so classified include, but are not limited to, those found to meet the definition of Management Class 1 or Management Class 6 Lakes.

In the case of Management Class 1 Lakes, the Protection District shall extend 1/4 mile out from and around the water body; in the case of Management Class 6 Lakes, the Protection District shall extend 1/2 mile out from and around the water body; and in the case of trails and flowing water, the Protection District shall extend 250 feet on each side of the trail or flowing water, measured from the center of the trail or the normal high water mark of the water, provided that such distance may be decreased where a lesser distance will satisfy the purpose of this zone. The extent, as delineated above, of any P-RRM zone may be increased upon land owner agreement.

The river segments within the Commission's jurisdiction identified as meriting special protection in the Governor's Executive Order on Maine Rivers Policy, issued July 6, 1982, based upon the 1982 Maine Rivers Study of the Department of Conservation, shall qualify as flowing water appropriate for protection within this zone.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P RRM zones:

- (1) Emergency operations conducted for the public health, safety, or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Motorized vehicular traffic and snowmobiling with the following exceptions:
 - (a) in the instance of trails designated as P-RR, such traffic and snowmobiling is allowed only on those portions of such trails which are located within the right-of-way of a roadway or utility line;
 - (b) within any P-RRM zone surrounding a body of standing water, such traffic is allowed only in connection with forest or agricultural management activities or in connection with access to and use of existing remote camps; but snowmobiling shall be allowed in such zone;

- (3) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (4) Surveying and other resource analysis;
- (5) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (6) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-RRM zones, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Forest and agricultural management activities, except for timber harvesting in P-RRM zones established to protect a trail. Timber harvesting in a P-RRM zone established to protect a flowing water shall be carried out in compliance with the standards for timber harvesting in P-SL1M zones as set forth in Section 10.27,E. Skid trails, skid roads, and winter haul roads in P-RRM zones established to protect a body of standing water shall be discontinued, gated, obstructed or otherwise made impassable to two wheel drive vehicles upon completion of timber harvesting, provided that, wherever such approval is legally required, the Maine Forest Service approves discontinuation of such road, which approval the owner shall request;
- (2) Land management roads provided:
 - (a) the Commission is notified (according to Section 10.16) in advance of commencing construction on the road;
 - (b) the road, if in P-RRM zones around a body of standing water, shall be located no closer than 1,000 feet from the normal high water mark of the water body so zoned. The road shall be discontinued, gated, obstructed, or otherwise made impassable to two wheel drive vehicles within three years of construction of the road, provided that, wherever such approval is legally required, the Maine Forest Service approves discontinuation of such road, which approval the owner shall request;
 - (c) the road, if located in a P-RRM zone established to protect a trail, follows the shortest practicable route in traversing such zones;
 - (d) the road if located in a P-RRM zone established to protect a flowing water, follows the shortest practicable route in traversing such zone and is built in compliance with the road standards for P-SL1M zones as set forth in Section 10.27,D;
- (3) Level A mineral exploration activities, including associated access ways, provided that such access ways located in P-RRM zones established to protect bodies of standing water shall be discontinued, gated, obstructed or otherwise made impassable to two wheel drive vehicles upon completion of the mineral exploration activity, further provided that, when approval for such is legally required, the Maine Forest Service approves the discontinuance of such access ways, which approval the operator shall request;
- (4) Level A road projects;
- (1) Mineral extraction for road purposes in P-RRM zones established to protect flowing water, provided that such activity:

- (a) is not visible from the flowing water which the P-RRM zone was established to protect;
- (b) avoids use of the P-RRM zone, except where necessary to provide gravel for local land management operations where alternative sources are unavailable or impractical; and
- (c) does not exceed 2 acres in size;
- (2) Service drops;
- (3) Skid trails, skid roads, and winter haul roads in P-RRM zones established to protect a trail or flowing water, provided the skid trail or road follows the shortest practicable route in traversing such zone and traverses such zone the fewest number of times practicable;
- (4) Signs listed as exempt in Section 10.27,J; and
- (5) Water crossings of minor flowing waters, except as provided in Section 10.23,I,3,c below.

c. Uses Requiring a Permit

The following uses may be allowed within P-RRM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III.

- (1) Campsites;
- (1) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters;
- (2) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (3) Land management roads which are not in conformance with the standards of Section 10.23,I,3,b. In the case of P-RRM zones around bodies of standing water, the Commission shall, among other factors, consider the following:
 - (a) whether there is any reasonable alternative route for the road;
 - (b) whether reasonable and adequate provisions will be made by the applicant to make the road impassable to two wheel drive vehicles following termination of the road's use; and
 - (c) whether the construction and use of the road will adversely affect the resources protected by the P-RRM zone;
- (4) Level A mineral exploration activities, including associated access ways, which are not in conformance with Section 10.23,I,3,b or Section 10.27,C;
- (5) Level B road projects;
- (6) Mineral extraction for road purposes less than 5 acres in size, except as provided for in Section 10.23,I,3,b above, in P-RRM zones established to protect flowing water;
- (7) Shoreland alterations, including permanent on-shore structures used to secure docks and moorings, but excluding marinas, permanent docking structures, water-access ways, trailered ramps, and hand-carry launches;
- (8) Signs other than those listed as exempt in Section 10.27, J;
- (9) Timber harvesting in P-RRM zones established to protect a trail, timber harvesting in P-RRM zones established to protect a flowing water which is not in conformance with the standards for timber harvesting in P-SL1 zones as set forth in Section 10.27,E;
- (10) Water crossings of major flowing waters; water crossings of all flowing waters surrounded by a P-RRM zone established to protect such waters;

- (11) Other structures, uses or services that are essential for the exercise of uses listed in Section 10.23,I,3,a through c; and
- (12) Other structures, uses or services which the Commission determines are consistent with the purpose of this zone and of the Comprehensive Land Use Plan and are not detrimental to the uses or resources they protect.

d. Special Exceptions

The following uses may be allowed within P-RRM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses and resources within the zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Filling and grading;
- (1) Level B mineral exploration activities;
- (2) Level C road projects;
- (3) Mineral extraction for road purposes, except as provided in Sections 10.23,I,3,b and c above;
- (4) Permanent docking structures, water-access ways, hand-carry launches, and public trailered ramps on rivers and streams zoned P-RR to protect flowing waters; and
- (5) Utility facilities other than service drops.

e. Prohibited uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-RRM zones.

J. SPECIAL RIVER TRANSITION PROTECTION ZONE (P-RT)

This section has been deleted entirely.

**K. SOILS AND GEOLOGY PROTECTION ZONES – MOOSEHEAD LAKE REGION
CONCEPT PLAN (P-SGM)**

1. Purpose

The purpose of the P-SGM zone is to protect areas that have precipitous slopes or unstable characteristics from uses or development that can cause accelerated erosion, water sedimentation, mass movement, or structural damage, all of which could cause public danger or threaten public health.

2. Description

Areas, 10 acres or more in size, identified by the Commission as having average slopes greater than 60 percent, or areas, 10 acres or more in size, identified by the Commission as having unstable soil which, due to a combination of slope, vegetation, soil type and underlying geology, are subject to accelerated erosion or mass movement.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P-SGM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, excluding timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis; and
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use; and
- (7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-SGM zones, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;
- (2) Level A mineral exploration activities, excluding associated access ways;
- (3) Level A road projects;
- (4) Service drops; and
- (5) Signs.

c. Uses Requiring a Permit

The following uses may be allowed within P-SGM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities which are not in conformance with the standards of Section 10.27,A;
- (3) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters;
- (4) Filling and grading, draining, dredging, and alteration of the water table or level for other than mineral extraction;
- (5) Land management roads and water crossings;
- (6) Level B and C road projects;
- (7) Level B mineral exploration activities;
- (8) Mineral extraction for road purposes not to exceed 30 acres in size provided the unreclaimed area is less than 15 acres;
- (9) Shoreland alterations, including reconstruction of permanent docking structures, and permanent on-shore structures used to secure docks and moorings; but excluding marinas, new or expanded permanent docking structures, and boat ramps and ways;
- (10) Signs which are not in conformance with the standards of Section 10.27,J;
- (11) Timber harvesting;
- (12) Trails;
- (13) Utility facilities, except service drops;
- (14) Water impoundments;
- (15) Other structures, uses, or services that are essential for the exercise of uses listed in Section 10.23,K,3,a through c; and
- (16) Other structures, uses or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-SGM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Driveways

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, or by special exception, shall be prohibited in P-SGM zones.

L. SHORELAND PROTECTION ZONE - MOOSEHEAD LAKE REGION CONCEPT PLAN (P-SLM)

1. Purpose

The purpose of the P-SLM zone is to regulate certain land use activities in certain shoreland areas in order to maintain water quality, plant, fish and wildlife habitat and in order to protect and enhance scenic and recreational opportunities.

2. Description

P-SL1M: Areas within 250 feet of the normal high water mark, measured as horizontal distance landward of such high water mark, of (a) tidal waters, and (b) flowing waters downstream from the point where such waters drain 50 square miles or more.

P-SL2M: Areas within 75 feet, measured as a horizontal distance landward, of (a) the normal high water mark of stream channels upstream from the point where such channels drain 50 square miles; (b) the upland edge of those coastal and inland wetlands identified in Section 10.23,N,2,a,(1)(b) and (c) and (2) and (3); and (c) the normal high water mark of bodies of standing water less than 10 acres in size, but excluding bodies of standing water which are less than three acres in size and which are not fed or drained by a flowing water.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P-SLM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except for timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-SLM zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities;

- (2) Commercial hand-carry launches;
- (3) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (4) Driveways associated with residential uses;
- (5) Filling and grading;
- (6) Land management roads, and water crossings of minor flowing waters;
- (7) Level A mineral exploration activities, including associated access ways;
- (8) Level A road projects;
- (9) Mineral extraction, affecting an area less than 2 acres, for road purposes;
- (10) Intentionally deleted;
- (11) Public trailered ramps and public and commercial hand-carry launches;
- (12) Service drops;
- (13) Signs;
- (14) Timber harvesting; and
- (15) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

The following uses may be allowed within P-SLM zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Campsites;
- (2) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Driveways associated with non-residential uses;
- (4) Filling and grading, except as provided in Section 10.27,F and draining, dredging, and alteration of water table or water level for other than mineral extraction;
- (5) Forest and agricultural management activities which are not in conformance with the standards of Section 10.27,A and cranberry cultivation;
- (6) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (7) Land management roads, and water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D; water crossings of tidal waters, bodies of standing water, and of major flowing waters;
- (8) Level A mineral exploration activities, including associated access ways, which are not in conformance with the standards of Section 10.27,C;
- (9) Level B and C road projects, other than crossings of minor flowing waters as provided for in Section 10.23,L,3,b;
- (10) Level B mineral exploration activities;
- (11) Intentionally deleted;
- (12) Mineral extraction for road purposes affecting an area of 2 to 5 acres in size and such activities affecting an area of less than 2 acres which are not in conformance with the standards of Section 10.27,C;

- (13) Non-commercial structures for scientific, educational or nature observation purposes, which are not of a size or nature which would adversely affect the resources protected by this zone;
- (14) Peat extraction affecting an area less than 5 acres in size;
- (15) Intentionally deleted;
- (16) Shoreland alterations, including reconstruction of permanent docking structures, and permanent on-shore structures used to secure docks and moorings; but excluding marinas, new or expanded permanent docking structures, water-access ways, trailered ramps, hand-carry launches, and water crossings of minor flowing waters;
- (17) Signs which are not in conformance with the standards of Section 10.27,J;
- (18) Trailered ramps and hand-carry launches addressed in Section 10.23,L,3,b which are not in conformance with the standards of Section 10.27,L, private hand-carry launches and commercial trailered ramps;
- (19) Utility facilities, excluding service drops;
- (20) Water impoundments;
- (21) Other structures, uses or services that are essential for the exercise of uses listed in Section 10.23,L,3,a through c; and
- (22) Other structures, uses or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

The following uses may be allowed within P-SLM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those other uses and resources within the zone with which it is incompatible, and (b) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Intentionally deleted; and
- (2) Industrial and commercial structures of less than 8,000 square feet which rely on the water resource for their existence.

The following uses may be allowed as special exceptions provided the applicant also shows by substantial evidence that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant:

- (3) Intentionally deleted
- (4) New or expanded permanent docking structures, water-access ways, and private trailered ramps.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-SLM zones.

M. UNUSUAL AREA PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-UAM)

1. Purpose

The purpose of the P-UAM zone is to protect areas of significant natural, recreational, historic, scenic, scientific or aesthetic value which are susceptible to significant degradation by man's activities, and for which protection cannot adequately be accomplished by inclusion in any of the other zones.

2. Description

Areas identified by the Commission as important in preserving the historic, scenic, scientific, recreational, aesthetic or water resources of the region or State and which have special land management requirements which cannot adequately be accomplished within another zone, provided that the area is essential to the values sought to be preserved and is no larger than reasonable to protect such values. P-UAM zones shall include, but are not limited to, historic or archeological sites or structures, scientific phenomena, natural areas, or important water supply sources. Federal and State Parks and lands, except for public reserved lots, that are not included in P-RP zones may be placed in this zone.

3. Land Uses**a. Uses Allowed Without a Permit**

The following uses shall be allowed without a permit from the Commission within P-UAM zones:

- (1) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (2) Forest management activities, except timber harvesting;
- (3) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (4) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (5) Surveying and other resource analysis;
- (6) Temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use;
- (7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
- (8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-UAM zones subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities on Federal or State owned land;
- (2) Campsites owned or operated by Federal or State agencies;

- (3) Level A mineral exploration activities, excluding associated access ways;
- (4) Level A road projects;
- (5) Intentionally deleted;
- (6) Public trailered ramps and public hand-carry launches;
- (7) Service drops; and
- (8) Signs listed as exempt in Section 10.27,J.

c. Uses Requiring a Permit

The following uses may be allowed within P-UAM zones upon issuance of a permit from the Commission subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the standards of Section 10.27,C;
- (2) Agricultural management activities, except as provided for in Section 10.23,M,3,b;
- (3) Campgrounds owned or operated by Federal or State agencies;
- (4) Campsites except as provided for in Section 10.23,M,3,b;
- (5) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters;
- (6) Driveways;
- (7) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (8) Land management roads and water crossings;
- (9) Level B road projects;
- (10) Shoreland alterations, including reconstruction of permanent docking structures, and permanent on-shore structures used to secure docks and moorings; but excluding marinas, new or expanded permanent docking structures, water-access ways, trailered ramps, and hand-carry launches;
- (11) Timber harvesting;
- (12) Trailered ramps and hand-carry launches addressed in Section 10.23,M,3,b which are not in conformance with the standards of Section 10.27,L, and private and commercial hand-carry launches;
- (13) Other structures, uses or services that are essential for the uses listed in Section 10.23,M,3,a through c; and
- (14) Other structures, uses or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

The following uses are allowed upon issuance of a permit from the Commission according to 12 M.R.S.A. §685-B and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant can show by substantial evidence that the use is compatible with and will not detract from the values of the resources protected by the P-UA zones:

- (15) Intentionally deleted;
- (16) Filling and grading;
- (17) Level C road projects;

- (18) Intentionally deleted;
- (19) Non-exempt signs;
- (20) Intentionally deleted;
- (21) Intentionally deleted; and
- (22) Water impoundments.

d. Special Exceptions

The following uses may be allowed within P-UAM zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the applicable requirements set forth in Sub-Chapter III, provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses and resources within the zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Level B mineral exploration activities;
- (2) Intentionally deleted;
- (3) Mineral extraction for road purposes affecting an area less than 5 acres in size;
- (4) Peat extraction affecting an area less than 5 acres in size;
- (5) Commercial and private trailered ramps; and
- (6) Utility facilities excluding service drops.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception shall be prohibited in a P-UAM zone.

N. WETLAND PROTECTION ZONE – MOOSEHEAD LAKE REGION CONCEPT PLAN (P-WLM)

1. Purpose

The purpose of the P-WLM zone is to conserve coastal and freshwater wetlands in essentially their natural state because of the indispensable biologic, hydrologic and environmental functions which they perform.

Preserving wetlands will promote the public health and safety of persons and protect property against the hazards of flooding and drought by holding back water during floods and retaining water during dry periods. Wetlands also maintain water quality for drinking, store nutrients from upland run-off in plant tissue, serve as settling basins for silt and sediment from upland erosion, stabilize water supply by maintaining the groundwater table and groundwater recharge and discharge areas, and provide plant, fish and wildlife habitat. Wetlands function as integral and irreplaceable parts of a larger natural system, influencing our climate, economy, environment, and natural heritage.

Insofar as this protection zone also includes the area enclosed by the normal high water mark of surface water bodies within the Commission's jurisdiction, the purpose of this zone shall also be to help insure compatible surface water uses on those water bodies where there is the potential for conflict with other uses and values of such water bodies.

2. Description

a. Surface water bodies and areas meeting the definition of coastal or freshwater wetlands shall be included in P-WLM zones as described below:

(1) P-WL1M: Wetlands of special significance:

- (a) Areas enclosed by the normal high water mark of flowing waters, stream channels, and bodies of standing water, except for constructed ponds less than 10 acres in size which are not fed or drained by flowing waters;
- (b) Coastal wetlands, together with areas below the high water mark of tidal waters and extending seaward to the limits of the State's jurisdiction; or
- (c) Freshwater wetlands, as follows:
 - (i) Within 250' of a coastal wetland or of the normal high water mark of any body of standing water greater than 10 acres;
 - (ii) Containing at least 20,000 square feet in total of the following: aquatic vegetation, emergent marsh vegetation, or open water, unless the wetlands are the result of constructed ponds less than 10 acres in size which are not fed or drained by flowing waters;
 - (iii) That are inundated with floodwater during a 100 year flood event;
 - (iv) Containing significant wildlife habitat;

- (v) Consisting of, or containing, peatlands, except that the Commission may determine that a previously mined peatland, or portion thereof, is not a wetland of special significance; or
 - (vi) Within 25' of a stream channel.
 - (2) P-WL2M:
 - (a) Scrub shrub and other nonforested freshwater wetlands, excluding those covered under P-WL1; and
 - (b) Constructed ponds less than 10 acres in size which are not fed or drained by flowing waters.
 - (3) P-WL3M: Forested freshwater wetlands, excluding those covered under P-WL1M and P-WL2M.
- b.** Areas meriting protection as P-WL1M, P-WL2M, or P-WL3M zones will be identified by the Commission after consideration of relevant data including, without limitation, identification of freshwater and coastal wetlands 15,000 square feet or larger by the National Wetlands Inventory and, when on-site delineation is required, identification of freshwater and coastal wetlands of any size by methods described in the "Corps of Engineers Wetlands Delineation Manual" (1987).
- c.** P-WLM zones described in Section 10.23,N,2,a above and identified on the Commission Land Use Guidance Maps may contain inclusions of upland areas or other wetland types smaller than 15,000 square feet that do not conform to the description of P-WLM zones in Section 10.23,N,2,a. Such inclusions will be regulated in accordance with the mapped P-WL zone in which they are located.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within P-WLM zones:

- (1) Boating, with the exception of the use of personal watercraft on bodies of standing water listed in Appendix D of these rules;
- (2) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (3) Fish weirs and traps;
- (4) Forest management activities except for timber harvesting;
- (5) Land management roads in P-WL3M zones;
- (6) Motorized vehicular traffic on roads and trails, and snowmobiling;
- (7) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;
- (8) Surveying and other resource analysis;
- (9) Temporary docking structures, and moorings for non-commercial use;
- (10) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;
- (11) Use of sea or ski planes; and
- (12) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within P-WLM zones, subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Agricultural management activities, excluding cranberry cultivation;
- (2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size within P-WL2M or P-WL3M zones which are not fed or drained by flowing waters, provided they are constructed and maintained in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;
- (3) Intentionally deleted;
- (4) Filling, grading, draining, dredging or otherwise altering less than 4,300 square feet of a P-WL2M or P-WL3M zone;
- (5) Land management roads in P-WL1M or P-WL2M zones that alter less than one acre of such zones;
- (6) Level A road projects;
- (7) Mineral exploration to discover or verify the existence of mineral deposits, including the removal of specimens or trace quantities, provided such exploration is accomplished by methods of hand sampling, including panning, hand test boring and digging and other non-mechanized methods which create minimal disturbance and take reasonable measures to restore the disturbed area to its original condition;
- (8) Intentionally deleted;
- (9) Public trailered ramps and public, private and commercial hand-carry launches within a P-WL2M or P-WL3M zone or within the normal high water mark of flowing waters, stream channels, or bodies of standing water.
- (10) Service drops for telephone or electrical service, including associated vegetative clearing, provided:
 - (a) the line extension does not cross or run beneath a coastal wetland, river, stream, or brook;
 - (b) the placement of wires or installation of utility poles is located entirely upon the premises of the customer requesting service, upon an established utility line easement, upon a roadway right-of-way or, in the case of telephone service, on existing utility poles; and
 - (c) the total length of the extension is less than 2,000 feet;
- (11) Signs;
- (12) Timber harvesting; and
- (13) Water crossings of minor flowing waters.

c. Uses Requiring a Permit

Except as provided for in Section 10.23,N,3,b,(4), the following uses may be allowed within P-WLM zones upon issuance of a permit from the Commission according to 12 M.R.S.A. §685-B and subject to the applicable requirements set forth in Sub-Chapter III:

- (1) Cranberry cultivation;
- (2) Creation, alteration or maintenance of constructed ponds which are not fed or drained by flowing waters
 - (a) of less than 4,300 square feet in size within a P-WL2M or P-WL3M zone which are not in conformance with the vegetative buffer strip requirements of Section 10.27,C,2,a;

- (b) 4,300 square feet in size or greater within a P-WL2M or P-WL3M zone; and
- (c) within P-WL1M zone;
- (3) Driveways associated with non-residential uses within P-WL2M and P-WL3M zones; driveways within P-WL1M zones;
- (4) Filling, grading, and dredging, other than for riprap associated with water crossings and except as provided for in Section 10.23,N,3,b;
- (5) Land management roads which are not in conformance with the standards of Section 10.27,D, or which will alter one acre or more of a P-WL1M or P-WL2M zone;
- (6) Level B road projects, other than crossings of minor flowing waters as provided for in Section 10.23,N,3,b;
- (7) Moorings and temporary docking structures associated with commercial marinas, and moorings established for rent or lease on a commercial basis in areas not regulated by a harbor master;
- (8) Intentionally deleted;
- (9) Peat extraction affecting an area less than 30 acres in size;
- (10) Shoreland alterations, including reconstruction of permanent docking structures; but excluding marinas, new or expanded permanent docking structures, water access ways, trailered ramps, hand-carry launches, water crossings of minor flowing waters;
- (11) Signs which are not in conformance with the standards of Section 10.27,J;
- (12) Trailered ramps and hand-carry launches addressed in Section 10.23,N,3,b which are not in conformance with the standards of Section 10.27,L;
- (13) Water crossings of minor flowing waters which are not in conformance with the standards of Section 10.27,D and water crossings of tidal waters, bodies of standing water, and of major flowing waters;
- (14) Water impoundments;
- (15) Other structures, uses or services that are essential to the uses listed in Section 10.23,N,3,a through c; and
- (16) Other structures, uses or services which the Commission determines are consistent with the purposes of this zone and of the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

d. Special Exceptions

Except as provided for in Section 10.23,N,3,b,(4), the following uses may be allowed within P-WLM zones as special exceptions upon issuance of a permit from the Commission according to 12 M.R.S.A. §685-A(10) and subject to the applicable requirements set forth in Sub-Chapter III provided that the applicant shows by substantial evidence that (a) there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant; (b) the use can be buffered from those other uses or resources within the zone with which it is incompatible; and (c) such other conditions are met that the Commission may reasonably impose in accordance with the policies of the Comprehensive Land Use Plan:

- (1) Draining or altering of the water table or water level for other than mineral extraction;
- (2) Level A mineral exploration activities, except as provided for in Section 10.23,N,3,b,(4), and Level B mineral exploration activities;
- (3) Level C road projects;
- (4) Lobster sheds and fish sheds, as provided for in Section 10.25,T,2,p,(6);

- (5) Marinas, new or expanded permanent docking structures, water-access ways, trailered ramps and hand-carry launches, except as provided in Section 10.23,N,3,b and c; and
- (6) Utility facilities, including service drops except as provided for in Section 10.23,N,3,b.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in P-WLM zones.

**LAND USE ZONES AND STANDARDS FOR THE CONCEPT PLAN
FOR PLUM CREEK’S LANDS IN THE MOOSEHEAD LAKE
REGION**

TABLE OF CONTENTS

SUB-CHAPTER III. LAND USE STANDARDS

10.24	General Criteria for Approval of Permit Applications	III-1
10.25	Development Standards	III-2
	A. Review Standards for Structures Adjacent to Lakes.....	III-2
	B. Intentionally Omitted	
	C. Technical and Financial Capacity	III-3
	D. Vehicular Circulation, Access and Parking	III-3
	E. Scenic Character, Natural and Historic Features	III-7
	F. Noise and Lighting.....	III-8
	G. Soil Suitability	III-10
	H. Solid Waste Disposal	III-11
	I. Subsurface Waste Water Disposal	III-11
	J. Water Supply	III-11
	K. Surface Water Quality	III-12
	L. Phosphorus Control.....	III-12
	M. Erosion and Sedimentation Control	III-13
	N. Groundwater Quality	III-16
	O. Air Quality	III-16
	P. Wetland Alterations	III-16
	Q. Subdivision and Lot Creation	III-20
	R. Cluster Development	III-26
	S. Open Space	III-28
	T. Activities in Flood Prone Areas.....	III-29
	U. Affordable Housing	III-33
10.26	Dimensional Requirements.....	III-36
	A. Lot Size	III-36
	B. Minimum Shoreline Frontage	III-36
	C. Minimum Road Frontage	III-37
	D. Minimum Setbacks	III-37
	E. Maximum Lot Coverage	III-38
	F. Maximum Building Height	III-38

	G. Exceptions to Dimensional Requirements	III-39
10.27	Activity-Specific Standards	III-41
	A. Agricultural Management Activities	III-41
	B. Vegetation Clearing	III-42
	C. Mineral Exploration and Extraction	III-43
	D. Roads and Water Crossings	III-46
	E. Timber Harvesting	III-50
	F. Filling and Grading	III-52
	G. Intentionally Omitted	
	H. Driveways Associated with Residential Structures and Uses.....	III-53
	I. Pesticide Application	III-55
	J. Signs	III-55
	K. Water Impoundments.....	III-58
	L. Trailered Ramps, Hand-carry Launches, and Water-access Ways	III-58
	M. Service Drops.....	III-62
	N. Home Occupations.....	III-63
	O. Intentionally Omitted	

Sub-Chapter III

LAND USE STANDARDS

10.24 GENERAL CRITERIA FOR APPROVAL OF PERMIT APPLICATIONS

In approving applications submitted to it pursuant to 12 M.R.S.A. §685-A(10) and §685-B, the Commission may impose such reasonable terms and conditions as the Commission may deem appropriate in order to satisfy the criteria of approval and purpose set forth in these statutes, rules and the Comprehensive Land Use Plan.

“The commission shall approve no application, unless:

1. Adequate technical and financial provision has been made for complying with the requirements of the State’s air and water pollution control and other environmental laws, and those standards and regulations adopted with respect thereto, including without limitation the minimum lot size laws, [12 M.R.S.A.] sections 4807 to 4807-G, the site location of development laws, 38 M.R.S.A. §481 to §490, and the natural resource protection laws, 38 M.R.S.A. §480-A to §480-Z, and adequate provision has been made for solid waste and sewage disposal, for controlling of offensive odors and for the securing and maintenance of sufficient healthful water supplies; and
2. Adequate provision has been made for loading, parking and circulation of land, air and water traffic, in, on and from the site, and for assurance that the proposal will not cause congestion or unsafe conditions with respect to existing or proposed transportation arteries or methods; and
3. Adequate provision has been made for fitting the proposal harmoniously into the existing natural environment in order to assure there will be no undue adverse effect on existing uses, scenic character, and natural and historic resources in the area likely to be affected by the proposal; and
4. The proposal will not cause unreasonable soil erosion or reduction in the capacity of the land to absorb and hold water and suitable soils are available for a sewage disposal system if sewage is to be disposed on-site; and
5. The proposal is otherwise in conformance with this chapter and the regulations, standards and plans adopted pursuant thereto.
6. In the case of an application for a structure upon any lot in a subdivision, that the subdivision has received the approval of the commission.

The burden is upon the applicant to demonstrate by substantial evidence that the criteria for approval are satisfied, and that the public’s health, safety and general welfare will be adequately protected. The commission shall permit the applicant to provide evidence on the economic benefits of the proposal as well as the impact of the proposal on energy resources.” 12 M.R.S.A. §685-B(4).

In addition, the applicant must demonstrate “evidence of sufficient right, title or interest in all of the property that is proposed for development or use.” 12 M.R.S.A. §685-B(2)(D).

10.25 DEVELOPMENT STANDARDS

This section contains review standards for structures and uses that require issuance of a permit from the Commission, or as otherwise required in Sub-Chapter II. Except as herein provided, development not in conformance with the standards of this section are prohibited.

Nothing in this section shall preclude the Commission from imposing additional reasonable terms and conditions in its permits as the Commission may deem appropriate in order to satisfy the criteria for approval and purposes set forth in the Commission's statutes, rules and the Comprehensive Land Use Plan.

A. REVIEW STANDARDS FOR STRUCTURES ADJACENT TO LAKES

The standards set forth below must be met for all subdivisions and commercial, industrial, and other non-residential structures and uses proposed on land adjacent to lakes. These standards must also be considered in applying the criteria for adoption or amendment of land use district boundaries, as provided in Section 10.08, to proposed changes in zone boundaries adjacent to lakes.

In applying the standards set forth below, the Commission shall consider all relevant information available including the Maine Wildlands Lake Assessment Findings (Appendix C of this chapter), and relevant provisions of the Comprehensive Land Use Plan.

1. **Natural and cultural resource values:** The proposal will not adversely affect natural and cultural resource values identified as significant or outstanding in the Wildland Lakes Assessment (Appendix C of this chapter).
2. **Water quality:** The proposal will not, alone or in conjunction with other development, have an undue adverse impact on water quality;
3. **Traditional uses:** The proposal will not have an undue adverse impact on traditional uses, including without limitation, non-intensive public recreation, sporting camp operations, timber harvesting, and agriculture;
4. **Regional diversity:** The proposal will not substantially alter the diversity of lake-related uses afforded within the region in which the activity is proposed;
5. **Natural character:** Adequate provision has been made to maintain the natural character of shoreland;
6. **Lake management goals:** The proposal is consistent with the management intent of the affected lake's classification; and
7. **Landowner equity:** Where future development on a lake may be limited for water quality or other reasons, proposed development on each landownership does not exceed its proportionate share of total allowable development.

B. INTENTIONALLY DELETED

C. TECHNICAL AND FINANCIAL CAPACITY

The standards set forth below must be met for all subdivisions and commercial, industrial, and other non-residential development.

1. The applicant shall retain qualified consultants, contractors and staff to design and construct proposed improvements, structures, and facilities in accordance with approved plans. In determining the applicant's technical ability, the Commission shall consider the size and scope of the proposed development, the applicant's previous experience, the experience and training of the applicant's consultants and contractors, and the existence of violations or previous approvals granted to the applicant.
2. The applicant shall have adequate financial resources to construct the proposed improvements, structures, and facilities and meet the criteria of all state and federal laws and the standards of these rules. In determining the applicant's financial capacity, the Commission shall consider the cost of the proposed subdivision or development, the amount and strength of commitment by the financing entity, and, when appropriate, evidence of sufficient resources available directly from the applicant to finance the subdivision or development.

D. VEHICULAR CIRCULATION, ACCESS AND PARKING

1. **General circulation.** Provision shall be made for vehicular access to and within the project premises in such a manner as to avoid traffic congestion and safeguard against hazards to traffic and pedestrians along existing roadways and within the project area. Development shall be located and designed so that the roadways and intersections in the vicinity of the development will be able to safely and efficiently handle the traffic attributable to the development in its fully operational stage.
2. **Access management.** Access onto any roadway shall comply with all applicable Maine Department of Transportation safety standards. For subdivisions and commercial, industrial and other non-residential development, the following standards also apply:
 - a. The number and width of entrances and exits onto any roadway shall be limited to that necessary for safe entering and exiting.
 - b. Access shall be designed such that vehicles may exit the premises without backing onto any public roadway or shoulder.
 - c. Residential driveways may not enter onto a public roadway, and all access to residential lots shall be through shared interior subdivision roads.

- d. Access between the roadway and the property shall intersect the roadway at an angle as near to 90 degrees as site conditions allow, but in no case less than 60 degrees, and shall have a curb radius of between 10 feet and 15 feet, with a preferred radius of 10 feet.
 - e. The Commission may require a traffic impact study of roadways and intersections in the vicinity of the proposed project site if the proposed development has the potential of generating significant amounts of traffic or if traffic safety or capacity deficiencies exist in the vicinity of the project site.
3. **Parking layout and design.** The following standards apply to all subdivisions and commercial, industrial and other non-residential development, except for parking areas associated with trailered ramps and hand-carry launches which are regulated under the provisions of Section 10.27,L:
- a. Sufficient parking shall be provided to meet the parking needs of the development. The minimum number of parking spaces required shall be based on parking generation rates determined in accordance with standard engineering practices. In cases where it is demonstrated that a particular structure can be occupied or use carried out with fewer spaces than required, the Commission may reduce number of required spaces upon finding that the proposed number of spaces will meet the parking needs of the structure or use and will not cause congestion or safety problems.
 - b. Parking areas and access roads shall be designed such that runoff water is discharged to a vegetated buffer as sheet flow or alternatively collected and allowed to discharge to a concentrated flow channel, wetland or water body at a rate similar to pre-construction conditions. If runoff water is discharged to a concentrated flow channel, wetland or water body, a sediment basin shall be constructed to collect sediment before the runoff water is discharged.
 - c. Intentionally deleted.
 - d. Off-street parking for commercial, industrial and other non-residential development.
 - (1) Where practicable, off-street parking shall be located to the side or rear of the principal structure.
 - (2) Notwithstanding the dimensional requirements of Section 10.26, the Commission may reduce the minimum road setback requirement by up to 50 percent for development utilizing on-street parking in accordance with Section 10.25,D,3,c or for development whose parking area is located to the rear of the principal structure, except where the Commission finds that such parking will cause an undue adverse impact to the natural resources or community character of the area.
 - (3) Off-street parking shall not be directly accessible from any public roadway. Ingress and egress to parking areas shall be limited to driveway entrances.
 - (4) Off-street parking areas with more than two parking spaces shall be arranged so that each space can be used without moving another vehicle.
 - e. Parking spaces shall not be placed in the required roadway vegetative buffer. However, a “sight triangle” shall be maintained 25 feet in length on each side of the intersection of

the driveway and the roadway right-of-way, with the third side connecting the other two sides. Within each sight triangle, no landscape plants, other than low growing shrubs, shall be planted. These shrubs must be maintained to be no more than 30 inches in height above the driveway elevation.

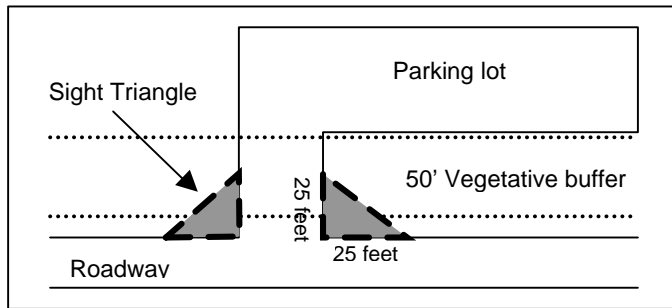


Figure 10.25,D-2. Sight triangle within a vegetative buffer.

- f. Except for sight triangles, parking areas for commercial, industrial or other non-residential development shall be visually buffered from the roadway by planting and maintaining a vegetative buffer of trees and shrubs or by locating parking areas to the rear of the principal structure.
 - g. When parking areas associated with commercial, industrial or other non-residential development are adjacent to residential structures or uses, landscaping and/or architectural screens shall be used to provide an effective visual buffer and separation between property lines and the edge of the parking area.
 - h. For parking areas associated with commercial, industrial or other non-residential development that are greater than one acre in size, a landscaping plan shall be developed and implemented that indicates planting locations, type and maintenance. The plan shall include the following:
 - (1) Parking areas shall have landscaped strips along the perimeter, as well as landscaped islands within the parking area.
 - (2) Expanses of parking area shall be broken up with landscaped islands that include shade trees and shrubs. Where possible, the area of ground left uncovered around the base of a tree must be at least equal to the diameter of the branch area or crown at maturity. Where not possible, adequate measures, including but not limited to soil enhancement techniques and underground irrigation, shall be used to ensure sufficient space for root growth and vegetative survival.
4. **Subdivision and development roadway design specifications.** The following standards apply to Level B and Level C road projects:
- a. Classification of roadways. The Commission shall determine which roadway classification is most appropriate for a particular project. For the purposes of Section 10.25,D,4, the following general criteria shall apply:
 - (1) **Class 1 Roadway:** Generally appropriate for most projects surrounded by a relatively compact development pattern, for high-intensity commercial or industrial projects surrounded by a relatively sparse development pattern, and for residential subdivisions with 15 or more lots surrounded by a relatively sparse development pattern.

- (2) **Class 2 Roadway:** Generally appropriate for low-intensity commercial or industrial projects surrounded by a relatively sparse development pattern and for residential subdivisions with fewer than 15 lots surrounded by a relatively sparse development pattern.
 - (3) **Class 3 Roadway:** Generally appropriate for low-intensity, small-scale commercial projects surrounded by a relatively sparse development pattern or located on an island.
- b. In making its determination on the appropriate roadway classification, the Commission shall consider the following factors:
- (1) The number of lots served by the roadway or projected level of use;
 - (2) The nature of roadways accessing the project site;
 - (3) Location in relation to surrounding patterns of development;
 - (4) The level of development within the vicinity of the project;
 - (5) Natural and imposed limits on future development;
 - (6) The type and intensity of the proposed use; and
 - (7) Service by utilities or likelihood of service in the future.
- c. Where practicable, roadways shall be designed to minimize the use of ditching, fit the natural topography of the land such that cuts and fills are minimized, and protect scenic vistas while preserving the scenic qualities of surrounding lands.
- d. Roadways in towns and plantations within the Commission’s jurisdiction that are proposed to be dedicated to the town or plantation shall also comply with the town’s or plantation’s roadway construction and design standards. The applicant shall clearly specify the ownership of all roadways proposed to be dedicated and shall submit a maintenance plan that includes roadway construction and design standards in accordance with the Commission’s standards.
- e. Roadways shall adhere to the applicable standards of Section 10.27,D and Section 10.27,H and the roadway specifications outlined in Table 10.25,D-1, below, unless the applicant utilizes site-specific best management practices and the Commission determines that proposed alternative roadway specifications will meet the needs of the development and will not cause erosion or safety problems.

	Class 1 Roadway	Class 2 Roadway	Class 3 Roadway
Minimum roadway surface width	18 ft. or 14 ft. with turnouts every 500 feet, on average.	14 ft. or 8 ft. with turnouts every 500 feet, on average.	8 ft.
Minimum base (coarse gravel)	18 in.	12 in.	As needed.
Minimum wearing surface	3 in. fine gravel or 2.5 in. bituminous concrete.	3 in. fine gravel or 2.5 in. bituminous concrete.	2" fine gravel.
Maximum sustained grade	10%	15%	15%

Table 10.25,D-1. Roadway construction specifications.

- f. Roadways that will be co-utilized for forest management purposes shall include turnouts that are large enough to accommodate wood haulers and other large vehicles.

E. SCENIC CHARACTER, NATURAL AND HISTORIC FEATURES

1. Scenic Character

- a. The design of proposed development shall take into account the scenic character of the surrounding area. Structures shall be located, designed and landscaped to reasonably minimize their visual impact on the surrounding area, particularly when viewed from existing roadways or shorelines.
- b. To the extent practicable, proposed structures and other visually intrusive development shall be placed in locations least likely to block or interrupt scenic views as seen from traveled ways, water bodies, or public property.
- c. If a site includes a ridge elevated above surrounding areas, the design of the development shall preserve the natural character of the ridgeline.

2. Natural and Historic Features

- a. **Natural Features.** If any portion of a subdivision or commercial, industrial or other non-residential project site includes critically imperiled (S1) or imperiled (S2) natural communities or plant species, the applicant shall demonstrate that there will be no undue adverse impact on the community and species the site supports and indicate appropriate measures for the preservation of the values that qualify the site for such designation.
- b. **Historic Features.** If any portion of a subdivision or commercial, industrial or other non-residential project site includes an archaeologically sensitive area or a structure listed in the National Register of Historic Places, or is considered by the Maine Historic Preservation Commission or other pertinent authority as likely to contain a significant archaeological site or structure, the applicant shall conduct archaeological surveys or submit information on the structure, as requested by the appropriate authority. If a significant archaeological site or structure is located in the project area, the applicant shall demonstrate that there will be no undue adverse impact to the archaeological site or structure, either by project design, physical or legal protection, or by appropriate archaeological excavation or mitigation.

F. NOISE AND LIGHTING

1. Noise.

- a. The maximum permissible sound pressure level of any continuous, regular or frequent source of sound produced by any commercial, industrial and other non-residential development shall be as established by the time period and type of land use zone listed below. Sound pressure levels shall be measured at all land use zone boundary lines, at a height of at least 4 feet above the ground surface. The levels specified below may be exceeded by 10 dB(A) for a single period, no longer than 15 minutes per day.

Zone	7:00 AM to 7:00 PM	7:00 PM to 7:00 AM
D-CIM	70 dB(A)	65 dB(A)
D-GN2M	65 dB(A)	55 dB(A)
All Other Zones	55 dB(A)	45 dB(A)

Table 10.25,F-1. Sound pressure level limits.

Notwithstanding the foregoing, with respect to protection zones located entirely within development zones, the permitted noise level within such protection zones shall be the level associated with the surrounding development zone.

- b. The following activities are exempt from the requirements of Section 10.25,F,1,a:
 - (1) Sounds emanating from construction-related activities conducted between 7:00 A.M. and 7:00 P.M.;
 - (2) Sounds emanating from safety signals, warning devices, emergency pressure relief valves, and other emergency activities;
 - (3) Sounds emanating from traffic on roadways or other transportation facilities;
 - (4) Sounds emanating from snowmobiles, ATVs, delivery trucks and vehicles; and
 - (5) Sounds emanating from event-related activities such as outdoor concerts, fireworks displays, entertainment events, weddings, and similar functions and events.

2. Lighting standards for exterior light levels, glare reduction, and energy conservation.

- a. All residential, commercial and industrial building exterior lighting fixtures will be full cut-off, except for incandescent lights of less than 160 watts, or any other light less than 60 watts. Full cut-off fixtures are those that project no more than 2.5% of light above the horizontal plane of the luminary's lowest part. Figure 10.25,F-1 illustrates a cut-off fixture as defined by the Illuminating Engineering Society of North America (IESNA).

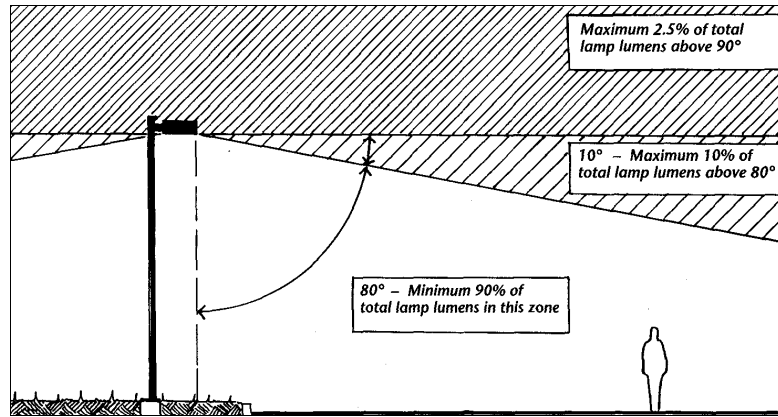


Figure 10.25.F-1. Cut-off fixture as defined by IESNA.

Light fixtures mounted on gasoline station or convenience store canopies shall be recessed so that fixtures are flush with the canopy. Alternatively, canopies may be indirectly lit using light beamed upward and then reflected down from the underside of the canopy. In this case light fixtures must be shielded so that direct illumination is focused exclusively on the underside of the canopy.

- b. All exterior lighting shall be designed, located, installed and directed in such a manner as to illuminate only the target area, to the extent practicable. No activity shall produce a strong, dazzling light or reflection of that light beyond lot lines onto neighboring properties, onto any water bodies with a significant or outstanding scenic resource rating, or onto any roadway so as to impair the vision of the driver of any vehicle upon that roadway or to create nuisance conditions.

In addition to all other requirements, exterior lighting on residential lots shall comply with the following standards:

- (1) all light features shall be hooded and angled at at least 45 degree toward the ground;
- (2) no light source may escape from above the horizontal plane of the fixture, and no light source (e.g. bulbs) may be visible from outside the hood;
- (3) flood lights shall be hooded, have motion-detecting activation features, and may illuminate functional areas only (e.g. garage doors, storage areas, walks, and drives);
- (4) no light fixtures may be located above any eave line or parapet wall, or more than 21 feet above the ground; and
- (5) no landscaping lighting, continuously illuminated floodlights, continuously illuminated bulbs stronger than 75 watts, or exposed bulbs may be used on any lot.

- c. For commercial, industrial and other non-residential development, all non-essential lighting shall be turned off after business hours, leaving only the minimal necessary lighting for site security. The term “non-essential” applies, without limitation, to display, aesthetic and parking lighting.
- d. In addition to the lighting standards in Section 10.25,F,2, lighted signs shall also comply with the standards in Section 10.27,J.
- e. The following activities are exempt from the lighting standards of Section 10.25,F,2,a through d:

- (1) Roadway and airport lighting;
- (2) Temporary fair, event, or civic uses;
- (3) Emergency lighting, provided it is temporary and is discontinued upon termination of the work;
- (4) Lighting that is activated by motion-sensors;
- (5) Lighting that was lawfully in place on the date of adoption of the Concept Plan; and
- (6) Construction lighting during construction of structures associated with permitted uses.

G. SOIL SUITABILITY

The standards set forth below must be met for all subdivisions and commercial, industrial and other non-residential development.

1. Soil types shall be determined by a site-specific soil survey, according to the “Guidelines for Maine Certified Soil Scientists for Soil Identification and Mapping” (Maine Association of Professional Soil Scientists, 2004). The soil survey class shall be determined as follows, unless the Commission finds that a lower or higher intensity soil survey class is needed:
 - a. For level 1 subdivisions, a Class A high intensity soil survey shall be used to identify soils within the proposed building envelopes, driveway locations and other disturbed areas. A Class B soil survey may be used to identify soils elsewhere within the project area.
 - b. Intentionally deleted.
 - c. For new commercial, industrial and other non-residential development, a Class A high intensity soil survey shall be used to identify soils within any proposed disturbed area. A Class C soil survey may be used to identify soils elsewhere within the project area.

The Commission may waive one or more of the provisions of a Class A or B high intensity soil survey, including but not limited to the contour mapping requirement, where such provision is considered by the Commission unnecessary for its review.

2. Determination of soil suitability shall be based on the Natural Resources Conservation Service’s soils potential ratings for low density development. Soils with a low or very low development potential rating shall not be developed unless the Commission determines that adequate corrective measures will be used to overcome those limitations that resulted in a low or very low rating.
3. At least two test pits shall be dug within the boundaries of each subdivision lot proposed to be served by a combined septic system. At least one test pit shall be dug within the boundaries of each lot proposed to be served by a primitive septic system. The location of such test pits shall be shown on the subdivision plat.

H. SOLID WASTE DISPOSAL

The standards set forth below must be met for all subdivisions and commercial, industrial and other non-residential development.

1. Provision shall be made for the regular collection and disposal of site-generated solid wastes at a state-approved landfill or transfer station.
 2. Provision shall be made for the legal disposal of all construction debris, stumps, brush, wood wastes, asphalt and pavement products.
-

I. SUBSURFACE WASTE WATER DISPOSAL

1. No permit will be issued for a project with subsurface waste water disposal unless an acceptable plan to construct the absorption area is prepared. Where waste water is to be disposed on-site by a subsurface waste water system, the system shall be designed by a licensed site evaluator or a Maine Licensed Professional Engineer, in accordance with the Subsurface Waste Water Disposal Rules.
 2. The Commission will not require a permit for conversion from primitive to combined sewage disposal systems provided a subsurface waste water disposal permit is obtained from the local plumbing inspector or the Department of Human Services, Division of Health Engineering, and provided there are no limitations on combined sewage disposal systems established by prior permit conditions. Otherwise, a permit from the Commission is required.
 3. Where waste water is to be collected and treated off-site by a municipal or quasi-municipal sewage treatment facility, or on or off-site by a large, private sewage treatment facility, the applicant shall demonstrate that there is adequate capacity in the collection and treatment systems to ensure satisfactory treatment, the facility is fully licensed by the Maine Department of Environmental Protection, and the facility agrees to accept these wastes.
 4. When private central or clustered waste water disposal systems are proposed, adequate provision shall be made for ongoing maintenance and repair of the system and for reserving an area adequate for a future replacement system, in accordance with the Maine Subsurface Waste Water Disposal Rules.
-

J. WATER SUPPLY

1. Individual wells shall be sited and constructed to prevent infiltration of surface water and contamination from subsurface waste water disposal systems and other known sources of potential contamination.
2. Site design shall allow for placement of wells, subsurface waste water disposal areas, and reserve sites for subsurface waste water disposal in compliance with the Maine Subsurface Waste Water Disposal Rules.

3. Proposed activities involving sources of potential contamination, including junkyards, automobile graveyards, gas stations, and bulk storage of petroleum products, must be located at least 300 feet from existing private and public water supplies.
4. For subdivisions and commercial, industrial and other non-residential development, the applicant shall demonstrate that there is sufficient healthful water supply to serve the needs of the project.
5. When a project is to be served by a public water system, the location and protection of the source, the design, construction and operation of the system shall conform to the standards of the Maine Department of Human Services Rules Relating to Drinking Water (10-144A C.M.R. 231).

K. SURFACE WATER QUALITY

1. A development, or reasonably foreseeable consequences of a development, shall not directly discharge any water pollutants to a surface water body which cause the surface water body to fail to meet its state classification (38 M.R.S.A. §464 et seq.); which impart toxicity and cause a surface water body to be unsuitable for the existing and designated uses of the water body; or which otherwise would result in a violation of state or federal water quality laws.
2. Appropriate best management practices of point and nonpoint sources of water pollutants shall be utilized, unless the Commission determines that alternative specifications will meet the needs of the activity and will cause no undue adverse impact to the surface water quality of the affected surface water body.

L. PHOSPHORUS CONTROL

1. The standards set forth below must be met for:

- a. Subdivisions located within the direct watershed of a body of standing water 10 acres or greater in size; and
- b. Commercial, industrial or other non-residential development that creates a disturbed area of one acre or more within the direct watershed of a body of standing water 10 acres or greater in size.

2. General Standards.

- a. Provision shall be made to limit the export of phosphorus from the site following completion of the development or subdivision so that the project will not exceed the allowable per-acre phosphorus allocation for the water body, determined by the Commission according to "Phosphorus Control in Lake Watersheds: A Technical Guide for Evaluating New Development" (Maine Department of Environmental Protection, 1992), and hereafter cited as the Phosphorus Control Guide.
- b. The phosphorus impact of a proposed subdivision or development on a water body shall be calculated using the Standard Method for Calculating Phosphorus Export, according to the procedures in the Phosphorus Control Guide.

3. Design and Maintenance Standards.

- a. Phosphorus control measures and their maintenance shall meet the design criteria contained in the Phosphorus Control Guide.
- b. High maintenance structural measures, such as wet ponds and runoff infiltration systems, shall not be used unless:
 - (1) Other measures, such as increasing the width of vegetated buffers, greater limits on clearing, reducing road lengths, and clustering of lots to achieve less disturbed area are clearly demonstrated to be insufficient to allow the proposed subdivision to meet the standards of this section; and
 - (2) The Commission finds that the applicant has the technical and financial capabilities to properly design, construct, and provide for the long-term inspection and maintenance of the facility in accordance with the procedures in the Phosphorus Control Guide.

M. EROSION AND SEDIMENTATION CONTROL

The standards set forth below must be met for all development that involves filling, grading, excavation or other similar activities which result in unstabilized soil conditions.

1. General Standards.

- a. Soil disturbance shall be kept to a practicable minimum. Development shall be accomplished in such a manner that the smallest area of soil is exposed for the shortest amount of time possible. Operations that result in soil disturbance shall be avoided or minimized in sensitive areas such as slopes exceeding 15% and areas that drain directly into water bodies, drainage systems, water crossings, or wetlands. If soil disturbance is unavoidable, it shall occur only if best management practices or other soil stabilization practices equally effective in overcoming the limitations of the site are implemented.
- b. Whenever sedimentation is caused by stripping of vegetation, regrading, or other construction-related activities, sediment shall be removed from runoff water before it leaves the site so that sediment does not enter water bodies, drainage systems, water crossings, wetlands, or adjacent properties.
- c. Soil disturbance shall be avoided or minimized when the ground is frozen or saturated. If soil disturbance during such times is unavoidable, additional measures shall be implemented to effectively stabilize disturbed areas, in accordance with an approved erosion and sedimentation control plan.

2. Design Standards.

- a. Permanent and temporary erosion and sedimentation control measures shall meet the standards and specifications of the “Maine Erosion and Sediment Control BMP Manual” (Department of Environmental Protection, March 2003) or other equally effective practices. Areas of disturbed soil shall be stabilized according to the “Guidelines for

Vegetative Stabilization” (Appendix B of this chapter) or by alternative measures that are equally effective in stabilizing disturbed areas.

- b. Clearing and construction activities, except those necessary to establish sedimentation control devices, shall not begin until all sedimentation control devices have been installed and stabilized.
- c. Existing catch basins and culverts on or adjacent to the site shall be protected from sediment by the use of hay bale check dams, silt fences or other effective sedimentation control measures.
- d. If streams will be crossed, special measures shall be undertaken to protect the stream, as set forth in Section 10.27,D.
- e. Topsoil shall not be removed from the site except for that necessary for the construction of roads, parking areas, building excavations and other construction-related activities. Topsoil shall be stockpiled at least 100 feet from any water body.
- f. Effective, temporary stabilization of all disturbed and stockpiled soil shall be completed at the end of each workday.
- g. Permanent soil stabilization shall be completed within one week of inactivity or completion of construction.
- h. All temporary sedimentation and erosion control measures shall be removed after construction activity has ceased and a cover of healthy vegetation has established itself or other appropriate permanent control measures have been implemented.

3. Erosion and Sedimentation Control Plan.

- a. For development that occurs when the ground is frozen or saturated or that creates a disturbed area of one acre or more, the applicant must submit an erosion and sedimentation control plan for Commission approval in accordance with the requirements of Section 10.25,M,3,b,(2).
- b. A Commission approved erosion and sedimentation control plan in conformance with these standards shall be implemented throughout the course of the project, including site preparation, construction, cleanup, and final site stabilization. The erosion and sedimentation control plan shall include the following:
 - (1) For activities that create a disturbed area of less than one acre:
 - (a) A drawing illustrating general land cover, general slope and other important natural features such as drainage ditches and water bodies.
 - (b) A sequence of construction of the development site, including clearing, grading, construction, and landscaping.
 - (c) A general description of all temporary and permanent control measures.
 - (d) Provisions for the continued maintenance of all control devices or measures.
 - (2) For activities that create a disturbed area of one acre or more:

- (a) A site plan identifying vegetation type and location, slopes, and other natural features such as streams, gullies, berms, and drainage ditches. Depending on the type of disturbance and the size and location of the disturbed area, the Commission may require a high intensity soil survey covering all or portions of the disturbed area.
- (b) A sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
- (c) A detailed description of all temporary and permanent erosion and sedimentation control measures, including, without limitation, seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quantity of mulching for both temporary and permanent vegetative control measures.
- (d) Provisions for the continued maintenance and inspection of erosion and sedimentation control devices or measures, including estimates of the cost of maintenance and plans for meeting those expenses, and inspection schedules.

4. Inspection.

- a. For subdivisions and commercial, industrial or other non-residential development that occurs when the ground is frozen or saturated or that creates a disturbed area of one acre or more, provision shall be made for the inspection of project facilities, in accordance with Section 10.25,M,4,a,(1) or (2) below:
 - (1) The applicant shall hire a contractor certified in erosion control practices by the Maine Department of Environmental Protection to install all control measures and conduct follow-up inspections; or
 - (2) the applicant shall hire a Maine Registered Professional Engineer to conduct follow-up inspections.
- b. The purpose of such inspections shall be to determine the effectiveness of the erosion and sedimentation control plan and the need for additional control measures.
- c. Inspections shall be conducted in accordance with a Commission approved erosion and sedimentation control plan and the following requirements.
 - (1) Inspections shall be conducted at least once a week and after each rainfall event accumulating more than ½ inch of precipitation, until all permanent control measures have been effectively implemented. Inspections shall also be conducted (a) at the start of construction or land-disturbing activity, (b) during the installation of sedimentation and erosion control measures, and (c) at the completion of final grading or close of the construction season.

- (2) All inspections shall be documented in writing and made available to the Commission upon request. Such documentation shall be retained by the applicant for at least six months after all permanent control measures have been effectively implemented.
- d. Notwithstanding Section 10.25,M,4,a, development may be exempt from inspection if the Commission finds that an alternative, equally effective method will be used to determine the overall effectiveness of the erosion and sedimentation control measures.

N. GROUNDWATER QUALITY

The standards set forth below must be met for all subdivisions and commercial, industrial and other non-residential development.

1. The development shall not pose an unreasonable risk that a discharge of pollutants to a groundwater aquifer will occur.
2. The project shall not result in the groundwater quality becoming inferior to the physical, biological, chemical, and radiological levels for raw and untreated drinking water supply sources specified in the Maine State Drinking Water Regulations, pursuant to 22 M.R.S.A. §601. If the pre-development groundwater quality is inferior to the Maine State Drinking Water Regulations, the development shall not degrade the water quality any further.

O. AIR QUALITY

Commercial, industrial and other non-residential development (including but not limited to solid waste disposal facilities, crematories, wood products manufacturing, pulp and paper mills, rock crushing operations, and asphalt batch plants) must comply with all State and Federal air quality laws and standards.

P. WETLAND ALTERATIONS

The following requirements apply to wetland alterations for Uses Requiring a Permit and Special Exceptions in Section 10.23,N,3. Except as hereinafter provided, wetland alterations not in conformance with the standards of this section are prohibited.

1. Procedural Requirements

- a. Transition.

P-WLM zones identified on the Commission's Land Use Guidance Maps that were adopted prior to the adoption of this section will be regulated according to standards applying to wetlands of special significance (P-WL1M zone), as defined herein, until the Commission adopts amended Land Use Guidance Maps pursuant to this section, unless

the applicant demonstrates, through delineation or other means acceptable to the Commission, that the P-WLM is not a wetland of special significance.

b. Area of Project Alteration.

- (1) If a proposed activity requires a permit and will alter 15,000 or more square feet of wetland area, or 1 acre or more of overall land area, the applicant must delineate on the ground and in a site plan all wetlands within the general project area using methods described in the "Corps of Engineers Wetlands Delineation Manual" (1987).
- (2) If a proposed activity requires a permit and will alter 500 or more square feet of a P-WL1M wetland or 20,000 or more square feet of a P-WL2M or P-WL3M wetland, the Commission may require, as a condition of approval, mitigation, including compensation, as provided in the Commission's General Land Use Standards in Section 10.25,P,2.
- (3) In determining the area of wetland alteration or overall land alteration, all components of a proposed activity, including all phases of a multiphased project, are treated together as constituting one single and complete project.

c. Level of Permit Review.

The level of permit review required depends upon the size of the proposed wetland alteration and the P-WLM zone involved. If any part of the overall project requires a higher level of review, then the whole overall project will be reviewed under that higher tier, unless otherwise authorized by the Commission:

- (1) Tier 1 reviews are for projects altering 4,300 up to 15,000 square feet of P-WL2M or P-WL3M wetlands.
- (2) Tier 2 reviews are for projects altering 15,000 up to 43,560 square feet (one acre) of P-WL2M or P-WL3M wetlands not containing critically imperiled (S1) or imperiled (S2) natural communities.
- (3) Tier 3 reviews are for projects altering any area of P-WL1M wetlands, 15,000 up to 43,560 square feet (one acre) of P-WL2M or P-WL3M wetlands containing critically imperiled (S1) or imperiled (S2) natural communities, or one acre or more of P-WL2M or P-WL3M wetlands.

Alterations of P-WL1M wetlands may be eligible for Tier 1 or 2 review if the Commission determines, at the applicant's request, that the activity will have no undue adverse impact on the freshwater wetlands or other protected natural resources present. In making this determination, consideration shall include but not be limited to, such factors as the size of the alteration, functions of the impacted area, existing development or character of the area in and around the alteration site, elevation differences and hydrological connection to surface water or other protected natural resources.

- (4) When wetland delineation is required, the level of permit review required will be determined by the type of wetland indicated through delineation.

2. General Land Use Standards

a. Avoidance.

- (1) Projects requiring Tier 1 review must avoid alteration of wetland areas on the property to the extent feasible considering natural features, cost, existing technology and logistics based on the overall purpose of the project.
 - (2) Projects requiring Tier 2 or Tier 3 review must not cause a loss in wetland area, functions and values if there is a practicable alternative to the project that would be less damaging to the environment. Each Tier 2 and Tier 3 application must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.
- b. Minimal Alteration. Projects requiring Tier 1, Tier 2 or Tier 3 review must limit the amount of wetland to be altered to the minimum amount necessary to complete the project.
 - c. Water Quality. Projects requiring Tier 1, Tier 2 or Tier 3 review must comply with applicable water quality standards; i.e., the activity will not violate any state water quality law, including those governing the classification of the State's waters. Projects that would alter wetland hydrology and could also alter stream flows or other adjacent surface waters must comply with the water quality classification standards contained in 38 M.R.S.A. §465.
 - d. Erosion Control. Projects requiring Tier 1 or Tier 2 review must use erosion control measures to prevent sedimentation of surface waters. A 25-foot buffer strip must be maintained between the activity and any surface waters.
 - e. Compensation. Compensation is the off-setting of a lost wetland function with a function of equal or greater value. The goal of compensation is to achieve no net loss of wetland functions and values.
 - (1) For projects requiring Tier 2 or Tier 3 review, the Commission may require compensation when it determines that a wetland alteration will cause a wetland function or functions to be lost or degraded as identified by an assessment of wetland functions and values in accordance with application requirements or by the Commission's evaluation of the project.
 - (2) The Commission may waive the requirement for a functional assessment, compensation, or both. The Commission may waive the requirement for a functional assessment if it already possesses the information necessary to determine the functions of the area proposed to be altered. The Commission may waive the requirement for compensation if it determines that any impact to wetland functions and values from the activity will be insignificant.
 - f. No Unreasonable Impact. The following standards apply only to applications requiring Tier 3 review:
 - (1) Even if a project has no practicable alternative and the applicant has minimized the proposed alteration as much as possible, the application will be denied if the activity will have an unreasonable impact on the wetland. A project will be determined to have an "unreasonable impact" if the Commission makes one or more of the following findings:
 - (a) Existing uses. The activity will unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses.
 - (b) Soil erosion. The activity will cause unreasonable erosion of soil or sediment or unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

- (c) Harm to habitats; fisheries.
The activity will unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater or marine fisheries or other aquatic life.

In determining whether there is unreasonable harm to significant wildlife habitat, the Commission may consider proposed mitigation if that mitigation does not diminish the overall value of significant wildlife habitat and species utilization of the habitat in the vicinity of the proposed activity and if there is no specific biological or physical feature unique to the habitat that would be adversely affected by the proposed activity.

- (d) Interference with natural water flow. The activity will unreasonably interfere with the natural flow of any surface or subsurface water.
- (e) Flooding. The activity will unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- (f) Sand supply. If the activity is on or adjacent to a sand dune, it will unreasonably interfere with the natural supply or movement of sand within or to the sand dune system or unreasonably increase the erosion hazard to the sand dune system.
- (g) Outstanding river segments. If the proposed activity is a crossing of any outstanding river segment as identified in Section 10.23,I, the applicant cannot demonstrate that no reasonable alternative exists which would have less adverse effect upon the natural and recreational features of the river segment.
- (h) Dredging. If the proposed activity involves dredging, dredge spoils disposal or transporting dredge spoils by water, the applicant cannot demonstrate that the transportation route minimizes adverse impacts on the fishing industry and that the disposal site is geologically suitable.
- (i) In determining if an activity will have an unreasonable impact, the Commission shall consider:
 - (i) The area of wetland that will be affected by the alteration and the degree to which the wetland is altered, including wetland beyond the physical boundaries of the project;
 - (ii) The functions and values provided by the wetland;
 - (iii) Any proposed compensation and the level of uncertainty regarding it; and
 - (iv) Cumulative effects of frequent minor alterations on the wetland.

- (2) Activities may not occur in, on or over any wetland of special significance containing threatened or endangered species unless the applicant demonstrates that:
 - (a) The wetland alteration will not disturb the threatened or endangered species; and
 - (b) The overall project will not affect the continued use or habitation of the site by the species.

- (3) When considering whether a single activity is reasonable in relation to the direct and cumulative impacts on the resource, the Commission shall consider factors such as the degree of harm or benefit to the resource; the frequency of similar impacts; the duration of the activity and ability of the resource to recover; the proximity of the activity to protected or highly developed areas; traditional uses; the ability of the activity to perform as intended; public health or safety concerns addressed by the activity; and the type and degree of benefit from the activity (public, commercial or personal).

Q. SUBDIVISION AND LOT CREATION

This section governs the division of lots and the creation of subdivisions. Notwithstanding anything in these regulations or other statutory or regulatory provisions, no new residential dwelling unit may be constructed except on an approved subdivision lot.

1. Counting Parcels, Lots, or Dwelling Units Under the Definition of Subdivision.

- a. **Lots Created by Dividing a Parcel.** When a parcel is divided, the land retained by the person dividing land is always counted in determining the number of lots created unless the lot retained qualifies for any of the exemptions listed in Section 10.25,Q,1,g below. This figure illustrates two examples:

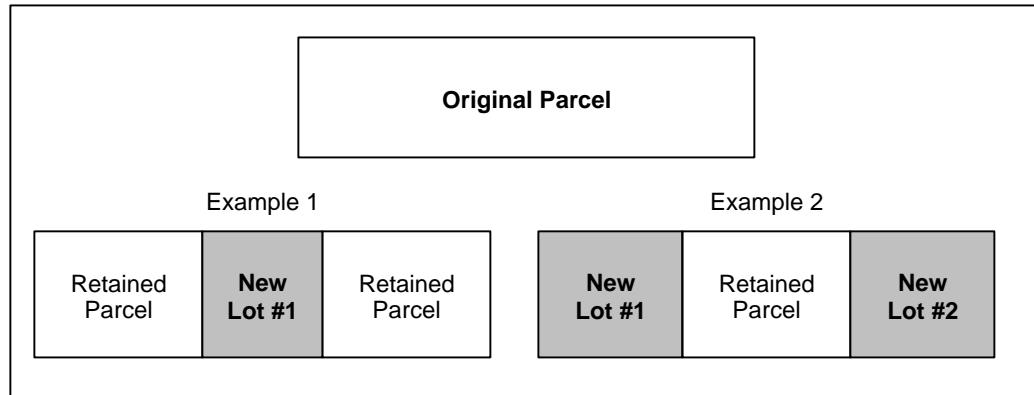


Figure 10.25,Q-1. Two examples where two new lot lines were drawn, each resulting in the creation of three parcels.

- b. **Subdivision Created by the Placement of Dwelling Units.** The placement of three or more dwelling units on a single lot within a five-year period creates a subdivision. The division of one lot into two parcels coupled with the placement of one or two dwelling units on either or both lots does not create a subdivision.
- c. **Parcels Originally Part of a Subdivision.** A lot or parcel which, when sold, leased or developed, was not part of a subdivision but subsequently became part of a subdivision by reason of another division by another landowner is counted as a lot under the subdivision definition. The Commission, however, will not require a subdivision permit be obtained for such lot, unless the intent of such transfer or development is to avoid the objectives of 12 M.R.S.A. §206-A.
- d. **Remote Rental Cabins.** In order to foster primitive recreational opportunities on large tracts of land, up to eight remote rental cabins within a single contiguous ownership larger than 5,000 acres within a township shall be allowed without subdivision review. Placement of more than eight remote rental cabins within such an ownership requires subdivision review by the Commission.

- e. **Renewal of Leases.** For the purpose of counting lots under the Commission’s definition of subdivision, the renewal of a lease within a Commission approved subdivision shall not be counted as the creation of a lot. For the renewal of leases in other than Commission approved subdivisions, a lease that is renewed within two (2) years of its expiration shall not be counted as the creation of a lot. Renewal of leases in other circumstances shall be counted as the creation of a lot.
- f. **Existing parcels.** For the purposes of the definition of subdivision in 12 M.R.S.A. §682(2) and in these rules, an “existing parcel” shall include the contiguous area within one township, plantation, or town owned or leased by one person or group of persons in common ownership.
- g. **Exempt lots.** The following divisions are exempt when counting lots for purposes of subdivision, unless the intent of such transfer is to avoid the objectives of 12 M.R.S.A. §206-A:

- (1) Transfer of Lots for Forest Management, Agricultural Management or Conservation of Natural Resources.

A lot or parcel is not considered a subdivision lot if the following conditions are met:

- (a) The lot is transferred and managed solely for forest management, agricultural management or conservation of natural resources;
- (b) The lot is at least 40 acres in size;
- (c) If the lot is less than 1,000 acres in size, no portion of the lot is located within 1,320 feet of the normal high water mark of any great pond or river or within 250 feet of the upland edge of a coastal or freshwater wetland as these terms are defined in 38 M.R.S.A. §436-A;
- (d) The original parcel from which the lot was divided is divided into an aggregate of no more than 10 lots within any 5-year period; and
- (e) When 3 to 10 lots each containing at least 40 acres in size are created within any 5-year period, a plan is recorded in accordance with 12 M.R.S.A §685-B(6-A). Any subsequent division of a lot created from the original parcel within 10 years of the recording of the plan in the registry of deeds or any structural development unrelated to forest management, agricultural management or conservation creates a subdivision and may not occur without prior commission approval. 12 M.R.S.A §682-B(4).

- (2) Retained Lots.

A lot is not counted as a lot for the purposes of subdivision if it is retained by the person dividing the land, and for a period of at least 5 years:

- (a) is retained and not sold, platted, leased, conveyed or further divided; and
- (b) is used solely for forest or agricultural management activities, or natural resource conservation purposes.

- (3) Transfers to an Abutter and Contiguous Lots.

A lot transferred to an abutting owner of land is not counted as a lot for the purposes of subdivision. Where a lot is transferred to an abutter, or two or more contiguous lots are held by one person, the contiguous lots are considered merged for regulatory purposes except for:

- (a) lots that are part of a subdivision approved by the Commission;
- (b) a land division certified by the Commission as qualifying under 12 M.R.S.A. §682-B; or

(c) as provided in Section 10.11;

(4) Divisions by Inheritance, Court Order, or Gifts.

Divisions of land accomplished solely by inheritance, or by court order, to a person related to the donor by blood, marriage, or adoption are not counted as lots for the purposes of this subsection.

A division of land accomplished by bona fide gift, without any consideration paid or received, to a spouse, parent, grandparent, child, grandchild or sibling of the donor of the lot or parcel does not create a subdivision lot if the donor has owned the lot or parcel for a continuous period of 5 years immediately preceding The division by gift and the lot or parcel is not further divided or transferred within 5 years from the date of division. 12 M.R.S.A. §682-B(1)

(5) Conservation Lots.

A lot or parcel transferred to a nonprofit, tax-exempt nature conservation organization qualifying under the United States Internal Revenue Code, Section 501(c)(3) is not considered a subdivision lot if the following conditions are met:

- (a) For a period of at least 20 years following the transfer, the lot or parcel must be limited by deed restriction or conservation easement for the protection of wildlife habitat or ecologically sensitive areas or for public outdoor recreation; and
- (b) The lot or parcel is not further divided or transferred except to another qualifying nonprofit, tax-exempt nature conservation organization or governmental entity. 12 M.R.S.A. §682-B(3)

(6) Transfer to Governmental Entity.

A lot or parcel transferred to a municipality or county of the State, the State or an agency of the State is not considered a subdivision lot if the following conditions are met:

- (a) The lot or parcel is held by the governmental entity for the conservation and protection of natural resources, public outdoor recreation or other bona fide public purposes and is not further sold or divided for a period of 20 years following the date of transfer; and
- (b) At the time of transfer the transferee provides written notice to the commission of transfer of the lot or parcel, including certification that the lot or parcel qualifies for exemption under this subsection. 12 M.R.S.A. §682-B(2)

(7) Large Lots Managed for Forest or Agricultural Management Activities or Conservation.

A lot transferred or retained following transfer containing at least 5,000 acres is not counted as a lot for the purposes of this subsection, provided the lot is managed solely for the purposes of forest or agricultural management activities or conservation and the lot is not further divided for a period of at least 5 years. Nothing in this paragraph, however, shall be construed to prohibit public outdoor recreation on the lot.

(8) Unauthorized Subdivision Lots in Existence For at Least 20 Years.

A lot or parcel that when sold or leased created a subdivision requiring a permit under this chapter is not considered a subdivision lot and is exempt from the

permit requirement if the permit has not been obtained and the subdivision has been in existence for 20 or more years. A lot or parcel is considered a subdivision lot and is not exempt under this subsection if:

- (a) Approval of the subdivision under 12 M.R.S.A §685-B was denied by the Commission and record of the Commission’s decision was recorded in the appropriate registry of deeds;
- (b) A building permit for the lot or parcel was denied by the Commission under 12 M.R.S.A. §685-B and record of the Commission’s decision was recorded in the appropriate registry of deeds;
- (c) The Commission has filed a notice of violation of 12 M.R.S.A. §685-B with respect to the subdivision in the appropriate registry of deeds; or
- (d) The lot or parcel has been the subject of an enforcement action or order and record of that action or order was recorded in the appropriate registry of deeds. 12 M.R.S.A §682-B(5)

2. Intentionally deleted.

3. Layout and Design for all Subdivisions.

- a. Subdivisions shall be designed to harmoniously fit into the natural environment and shall cause no undue adverse impact on existing surrounding uses. When determining “harmonious fit”, the Commission shall consider the existing character of the surrounding area, potential for conflict with surrounding uses, proposed driveway and roadway locations, and proposed lot sizes, among other factors.
- b. Subdivisions shall be designed to avoid the linear placement of lots and driveways along public roadways or shorelines, such that no more than 8 lots or 1320 feet of frontage (whichever is the lesser distance along the public roadway or shoreline) exists between undeveloped areas.

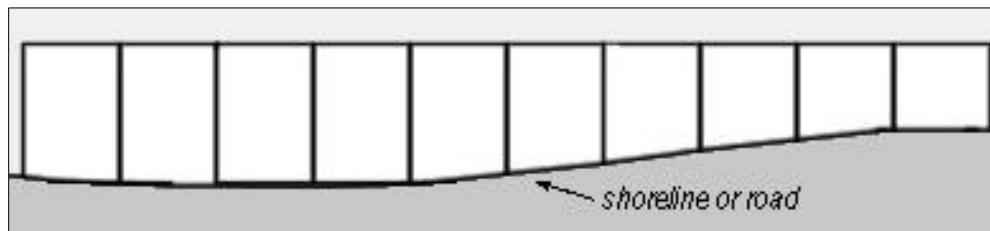


Figure 10.25.Q-3. Linear placement of lots along roadways or shorelines.

To the extent practicable, subdivision lots shall be placed so as to create a distinct community center or multiple community centers that offer community open space or recreation areas or other common facilities, and/or other amenities appropriate to the size and scale of the subdivision(s) and to the size of adjacent lots. Examples of “community centers” include, without limitation, focal points for common activities, interest, recreation, and/or open space that provide a sense of place within a subdivision or development, or portion thereof, such as common docking facilities, community clubhouses, community meeting and gathering places, neighborhood centers, recreation fields, recreation facilities, parks, trail systems, open areas, and similar spaces and facilities.

Where non-linear development and/or development with community centers is not practicable because of site conditions such as soils, slopes, geology, or geographic constraints, lots shall be configured in such a manner so that groups of lots are separated by an average of at least 500 feet of undeveloped land between groupings of lots (subject

to the limitations of Section 10.25,Q,3,b, above), and the lots within a group do not extend more than 1,320 feet along any roadway or shoreline.

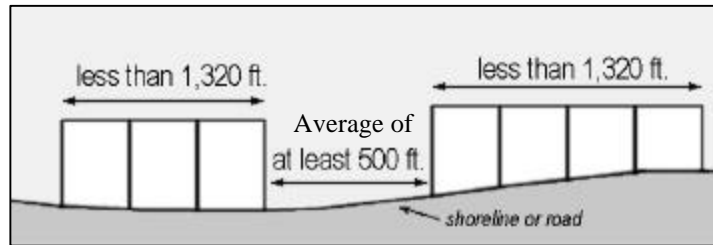


Figure 10.25.Q-5. Grouping of subdivision lots along a roadway or shoreline.

- c. Subdivisions shall be designed to prohibit driveway access points onto public roadways through the utilization of shared interior subdivision roads. Notwithstanding Section 10.26,C, the Commission may reduce the minimum road frontage for individual lots within subdivisions with shared driveways on interior subdivision roads by up to 50 percent, as long as the Commission finds that reducing road frontage will not adversely affect resources or existing uses or that reducing road frontage will prevent the loss of important natural features.
- d. Building envelopes shall be marked and identified on the subdivision plat for each proposed lot in accordance with the following requirements:
 - (1) Building envelopes shall identify all areas within each subdivision lot where structural development may occur;
 - (2) Building envelopes shall be arranged to conform with the minimum water body, road and property line setback and maximum lot coverage requirements, as provided in Section 10.26; and
 - (3) Where practicable, building envelopes shall be arranged so as to avoid the placement of structures and driveways along ridge lines, on agricultural land, wetlands, slopes greater than 15%, or any other important topographic and natural features.
- e. Subdivisions proposed with mixed residential, commercial, or civic uses shall also meet the following requirements:
 - (1) Commercial uses must fit the size, scale and intensity of the surrounding residential uses; and
 - (2) A combination of residential, commercial, or civic uses on a single lot is allowed only if the most restrictive dimensional requirements, as provided in Section 10.26, are met and provided that the commercial or civic uses are otherwise compatible with residential uses.
- f. All subdivision and lot boundary corners and angle points shall be marked by suitable, permanent monumentation as required by the Maine Board of Registered Land Surveyors.
- g. Shorefront subdivisions with proposed trailered ramps, hand-carry launches or water-access ways shall comply with the requirements of Section 10.27,L,2.

4. Spaghetti-lots.

- a. A person may not divide any parcel of land in such a way as to create a spaghetti-lot. This prohibition does not apply to utility or transportation rights-of-ways, government

purchases, or a parcel of land that the Commission determines has significant public benefit and cannot be configured in any other way in order to provide that benefit. 12 M.R.S.A. §682-A

5. Subdivision Redistricting Considerations.

Subdivisions are allowed only in appropriate zones, as designated in Sub-Chapter II. However, the Commission may approve subdivisions which include land area designated as open space within zones where subdivision is otherwise prohibited, provided the designated land area meets the requirements of Section 10.25,S.

6. Subdivision Filing with Registry of Deeds and Sale of Lots.

a. Filing requirements.

Following the approval of any subdivision by the Commission, the applicant must file the subdivision plat signed by the Commission's Director with the County Registry of Deeds where the real estate is located.

A registrar of deeds shall not record a copy of conditions or any plat or plan purporting to subdivide real estate located within the unorganized and deorganized lands of the State, unless the Commission's approval is evidenced thereon. 12 M.R.S.A §685-B(6)

b. Certificates of Compliance.

The sale of lots in any subdivision approved by the Commission may not proceed until a certificate of compliance has been issued. A certificate of compliance requires that, among other things, proposed deeds and plats be reviewed and approved by the Commission to ensure that permit conditions have been fulfilled. 12 M.R.S.A. §685-B(8)

7. Recording of Large Lot Land Divisions.

a. When 3 to 10 lots each containing at least 40 acres are created within a 5-year period and are located more than 1,320 feet from the normal high water mark of any great pond or river and more than 250 feet from the upland edge of a coastal or freshwater wetland as those terms are defined in 38 M.R.S.A. §436-A, a plan showing the division of the original parcel must be filed by the person creating the 3rd lot with the Commission within 60 days of the creation of that lot. The plan must state that the lots may be used only for forest management, agricultural management or conservation of natural resources. A "Guide to Certification of Plans for Large Lot Land Divisions" is available from the Commission that details submission requirements.

b. The Commission shall determine whether the plan qualifies under 12 M.R.S.A §682-B, ordinarily within 15 days of receipt of plan.

c. A copy of the certified plan must be filed, within 30 days of certification by the Commission, with the State Tax Assessor and the appropriate registry of deeds in the county in which the land is located. A register of deeds may not record any plan depicting these lots unless the Commission's certification that the division qualifies under 12 M.R.S.A §685-B is evidenced on the plan. 12 M.R.S.A. §685-B(6-A)

Any subsequent division of a lot created from the original parcel within 10 years of the recording of the plan in the registry of deeds is considered a subdivision. 12 M.R.S.A §682-B.

R. CLUSTER DEVELOPMENT

1. Applicability

- a. The cluster development standards set forth below must be met for all subdivisions located within 250 feet of the normal high water mark of a Upper Wilson Pond, a Management Class 4 lake.
- b. Other subdivisions located on land that could be developed under normal applicable standards may also be clustered if the subdivisions provide for the efficient use of land and the protection of a significant amount of open space, in accordance with the standards of Section 10.25,R and Section 10.25,S.
- c. The cluster development standards may be waived for subdivisions located within 250 feet of the normal high water mark of Upper Wilson Pond, a Management Class 4 lake, where the Commission finds that cluster development is clearly inappropriate due to physical site limitations. Such site limitations may include, without limitation, the presence of soils or slope conditions that are unsuitable for high density development or the size and configuration of a parcel that does not lend itself to clustering.

2. Cluster Development Standards.

- a. Cluster subdivisions shall provide for a reasonable balance between development and conservation. Specifically, cluster subdivisions shall reserve no more than 50% of net developable land for development and, within shorefront subdivisions, shall reserve no more than 50% of net developable shore frontage for development.
 - (1) For the purposes of this section, “net developable land” is the area within a parcel and/or land owned by the applicant within 1320 feet of such parcel, which, as determined by the Commission, is suitable for development. The area shall be calculated by subtracting the following from the total acreage of the parcel:
 - (a) Portions of the parcel subject to rights-of-way and easements for vehicular traffic; and
 - (b) Unbuildable land which includes, without limitation, land that has a low soil potential rating, in accordance with Section 10.25,G, or contains sensitive areas such as slopes exceeding 15%, water bodies or wetlands.
 - (2) For the purposes of this section, “net developable shorefront” is land within a parcel and/or land owned by the applicant within 1320 feet of such parcel that:
 - (a) Meets the minimum water body setback requirements of Section 10.26,D;
 - (b) Does not have a low soil potential rating, in accordance with Section 10.25,G; and
 - (c) Contains land area at least 40,000 contiguous square feet in size that is not comprised of sensitive areas such as slopes exceeding 15%, water bodies or wetlands.
- b. Cluster subdivisions shall be designed to protect developable land as open space through (1) clusters of dwellings on commonly-owned land; (2) creation of individual lots with

reduced dimensional requirements, reduced road frontage or, within shorefront subdivisions, reduced shore frontage as permitted under these rules; or (3) a decrease in the number of individual lots that meet dimensional requirements.

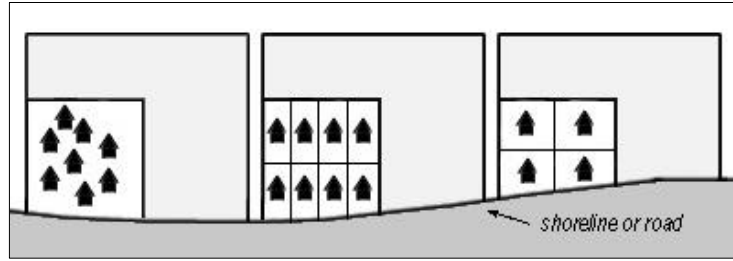


Figure 10.25,R-1. From left to right, (1) clustering on a commonly-owned parcel, (2) clustering on individual parcels with reduced lot size and frontage, and (3) clustering on individual parcels without reduced lot size or frontage.

- c. Open space within cluster subdivisions shall be preserved and maintained in accordance with Section 10.25,S.
- d. The Commission may reduce dimensional requirements for individual dwellings or lots in a cluster development, provided that, in the aggregate, dimensional requirements are met within the development.
- e. Notwithstanding Section 10.25,R,2,d, the Commission may waive the provision that dimensional requirements for individual dwellings or lots in a cluster development be met, in the aggregate, where the following conditions are satisfied:
 - (1) Dimensional requirements, in the aggregate, are not waived by more than 50%;
 - (2) site conditions are suitable for more concentrated development on some portions of a site and such concentrated development will not adversely affect resources; and
 - (3) the specific benefits afforded by the cluster approach will prevent the loss of or enhance the conservation of important natural features.
- f. No individual lot or dwelling unit for which road frontage has been reduced shall have direct vehicular access onto an existing roadway, unless the individual lot or dwelling unit uses a shared driveway.

S. OPEN SPACE

The standards set forth below must be met for all cluster subdivisions and other land area designated as open space.

1. **Preservation and Maintenance of Open Space.** Open space may be owned, preserved and maintained as required by this section, by any of the following mechanisms or combinations thereof, listed in order of preference, upon approval by the Commission:
 - a. Conveyance of open space to a qualified holder, as defined under Section 10.25,S,2.
 - b. Dedication of development rights of open space to a qualified holder, as defined under Section 10.25,S,2 with ownership and maintenance remaining with the property owner or a lot owners association.
 - c. Common ownership of open space by a lot owners association which prevents future structural development and subsequent subdivision of open space and assumes full responsibility for its maintenance.
 - d. Any other mechanism that fully provides for the permanent protection or conservation of open space and that is acceptable to the Commission.
2. **Qualified Holders.** The following entities are qualified to own, preserve and maintain open space:
 - a. “A governmental body empowered to hold an interest in real property under the laws of this State or the United States; or
 - b. A nonprofit corporation or charitable trust, the purposes or powers of which include retaining or protecting the natural, scenic or open space values of real property; assuring the availability of real property for agricultural, forest, recreational or open space use; protecting natural resources; or maintaining or enhancing air or water quality or preserving the historical, architectural, archaeological or cultural aspects of real property.” 33 M.R.S.A. §476, sub-§2
3. Open space may be usable for low-intensity non-commercial recreation or for purposes intended to conserve land and preserve important natural features of the site. Uses within the open space may be limited or controlled by the Commission at the time of approval, as necessary, to protect natural resources and adjacent land uses. Specifically, open space lots are subject to subdivision and other permit conditions prohibiting residential, commercial, industrial or other structures and uses.
4. If any or all of the open space is to be reserved for common ownership by the residents of the subdivision, the bylaws of the proposed lot owners association shall specify responsibilities and methods for maintaining the open space and shall prohibit all residential, commercial, industrial or other structures and uses.
5. Open space shall be dedicated as a separate lot of record with no further subdivision or conversion of use of that lot allowed. Such lot shall be shown on the subdivision plat with a notation thereof to indicate that no further subdivision or conversion of use is allowed.

T. ACTIVITIES IN FLOOD PRONE AREAS

All development in flood prone areas, including areas of special flood hazard, as identified by P-FPM zones or Federal Emergency Management Agency (FEMA) Flood Hazard Boundary or Flood Insurance Rate maps, shall meet the following applicable requirements and standards:

1. Procedural Requirements

- a. Where a special flood hazard area is indicated solely by a P-FPM zone, the area will be regulated according to standards applicable to the A zone.
- b. Determinations of base flood elevations (bfe) in P-FPM zones and A zones and flood prone areas shall be made in a consistent manner, according to methods outlined in the document "Dealing with unnumbered A Zones in Floodplain Management," revised 10/92.
- c. Base flood elevations for A1-30, AE and VE zones shall be those determined by FEMA in a Flood Insurance Study, where available.

2. Development Standards

- a. **Development in flood prone areas**, including areas of special flood hazard, shall:
 - (1) Be designed or modified and adequately anchored to prevent flotation (excluding floating piers and docks), collapse or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) Use construction materials that are resistant to flood damage;
 - (3) Use construction methods and practices that will minimize flood damage; and,
 - (4) Use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during flooding conditions.
- b. **Water Supply.** All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- c. **Sanitary Sewage Systems.** All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.
- d. **On-Site Waste Disposal Systems.** On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.
- e. **Watercourse Carrying Capacity.** All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.
- f. **Residential Structures.** Any residential structure or improvement other than normal maintenance and repair shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, and when located within Zone VE, meet the requirements for Coastal Floodplains in Section 10.25,T,2,p.

- g. **Nonresidential Structures.** Any nonresidential structure or improvement other than normal maintenance and repair shall:
- (1) Have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or
 - (2) Together with attendant utility and sanitary facilities:
 - (a) Be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - (b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - (c) Be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Section 10.25,T. Such certification shall be provided with the application for any permit and shall include a record of the elevation above mean sea level to which the structure is floodproofed.
 - (3) When located within Zone VE, meet the requirements for Coastal Floodplains in Section 10.25,T,2,p.
- h. **Manufactured Homes.** New manufactured homes or improvements other than normal maintenance and repair shall:
- (1) Be elevated such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation;
 - (2) Be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
 - (3) Be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:
 - (a) Over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
 - (b) Frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).

All components of the anchoring system described in (a) and (b) above shall be capable of carrying a force of 4800 pounds.
 - (4) When located within Zone VE, meet the requirements for Coastal Floodplains in Section 10.25,T,2,p.
- i. **Recreational Vehicles.** Recreational vehicles shall either:

- (1) Be on the site for fewer than 90 consecutive days, and be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
- (2) Be permitted in accordance with the elevation and anchoring requirements for manufactured homes in Section 10.25,T,2,h.
- (3) When located within Zone VE, be on the site for fewer than 90 consecutive days and be fully licensed and ready for highway use, or meet the requirements for Coastal Floodplains in Section 10.25,T,2,p.

j. **Accessory Structures.** Accessory structures, as defined, located within Zones A1-30, AE, and A, shall be exempt from the required elevation criteria if all other requirements of Section 10.25,T and the following are met. Exempt accessory structures shall:

- (1) Be 500 square feet or less and have a value less than \$3000;
- (2) Have unfinished interiors and not be used for human habitation;
- (3) Have hydraulic openings, as specified in Section 10.25,T,2,l,(2), in at least two different walls of the accessory structure;
- (4) Be located outside the floodway, as determined by the provisions of Section 10.25,T,2,k,;
- (5) When possible be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure; and,
- (6) Have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and when possible outside the Area of Special Flood Hazard.

k. **Development in Floodways.**

- (1) In Zones A1-30 and AE adjacent to areas of flowing water, encroachments, including fill, construction, and other development shall not be permitted within a regulatory floodway which is designated on the township's, plantation's, or town's "Flood Insurance Rate Map" or "Flood Boundary and Floodway Map," unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such encroachments will not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) In Zones A1-30, AE, and A adjacent to areas of flowing water, for which no regulatory floodway is designated, encroachments, including fill, construction, and other development shall not be permitted in the floodway as determined in Section 10.25,T,2,k,(3) below unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:
 - (a) Will not increase the water surface elevation of the base flood more than one foot at any point within the township, plantation, or town; and,

- (b) Is consistent with the technical criteria contained in Chapter 5 entitled "Hydraulic Analyses," *Flood Insurance Study - Guidelines and Specifications for Study Contractors*, (FEMA 37/ January 1995, as amended).
 - (3) In Zones A1-30, AE, and A adjacent to areas of flowing water for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other flowing water and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.
- 1. **Enclosed Areas Below the Lowest Floor.** Any structure or improvement other than normal maintenance and repair in Zones A1-30, AE, and A that meets the development standards of Section 10.25,T, including the elevation requirements, and is elevated on posts, columns, piers, piles, stilts, or crawl spaces may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:
 - (1) Enclosed areas are not basements as defined in Section 10.02;
 - (2) Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:
 - (a) Be engineered and certified by a registered professional engineer or architect; or,
 - (b) Meet or exceed the following minimum criteria:
 - (i) A minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
 - (ii) The bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
 - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;
 - (3) The enclosed area shall not be used for human habitation; and,
 - (4) The enclosed areas are usable solely for building access, parking of vehicles, or storage.
- m. **Bridges.** Any bridge or bridge improvement other than normal maintenance and repair shall be designed such that:
 - (1) When possible, the lowest horizontal member (excluding the pilings, or columns) is elevated to at least one foot above the base flood elevation; and
 - (2) A registered professional engineer shall certify that:
 - (a) The structural design and methods of construction shall meet the elevation requirements of Section 10.25,T,2,m,(1) above and the floodway standards of Section 10.25,T,2,k; and

- (b) The foundation and superstructure attached thereto are designed to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.
- n. **Containment Walls.** Any containment wall or improvement other than normal maintenance and repair shall:
 - (1) Have the containment wall elevated to at least one foot above the base flood elevation;
 - (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - (3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Section 10.25,T. Such certification shall be provided with the application for a permit.
- o. **Commercial Wharves, Piers and Docks.** A registered professional engineer shall develop or review the structural design, specifications, and plans for the construction or improvement other than normal maintenance and repair of commercial wharves, piers, and docks.
- p. **Intentionally deleted.**

U. AFFORDABLE HOUSING

The following requirements and standards apply to affordable housing in all zones where dwelling units are allowed.

1. **Dimensional Requirements.** The Commission may reduce dimensional requirements for dwelling units in order to accommodate proposals to provide affordable housing opportunities. The minimum lot size may be reduced to 20,000 square feet per dwelling unit or less than 20,000 square feet per dwelling unit in accordance with 12 M.R.S.A. §4807, and other dimensional requirements may be modified to the minimum extent necessary to accommodate the proposed units where the applicant demonstrates there will be no undue adverse effect on existing uses and resources in the area likely to be affected by the proposal.
2. **Income Restrictions.** Affordable housing lots or dwelling units allowed under this section shall be sold or rented to lower or moderate income buyers or renters. The Commission may waive the limit on percentage of household income spent on housing in those housing markets where, in its judgment, after consultation with the Maine State Housing Authority, elevated local housing costs limit affordable housing opportunities.
3. **Maintenance of Long-term Affordability.** Affordable housing covenants shall run with the land and comply with the provisions of 33 M.R.S.A. §122 regarding creation, conveyance, acceptance and duration. Affordable housing covenants for sale and rental properties shall be recorded in the County Registry of Deeds, either concurrently with the recording of the subdivision plat or upon the conveyance of the residential lots or units.

Affordable housing lots or dwelling units allowed under this section shall be maintained as affordable housing by any of the following mechanisms or combinations thereof:

- (a) **Sales.** Restricting in perpetuity title to the lots and to the dwelling units by an affordable housing covenant attached to the deed requiring that if the owner sells the lot or dwelling unit that the sale price must remain affordable to lower or moderate income households and be in accord with the method for limiting the sale price as specified in the covenant;
 - (b) **Rentals.** Limiting annual rent increases for lower or moderate income households to changes in the rental market, such as, but not limited to, changes in the area fair market rents published by HUD for the HMFA/County, and providing that no rent increase may take effect until approved by a qualified housing entity, as defined in Section 10.25,U,4; or
 - (c) **Other mechanisms.** Providing for and maintaining affordable housing through affordability mechanisms as provided for in 33 M.R.S.A. §124 or any other mechanisms substantially equivalent to (a) and (b) above and acceptable to the Commission.
4. **Qualified Housing Entities.** A qualified housing entity acceptable to the Commission must oversee initial sales or rentals of affordable housing lots or dwelling units allowed under this section in order to ensure that housing lots or dwelling units remain affordable and that buyers or renters qualify as lower or moderate income households. Such oversight must also apply to subsequent sales or rentals and must continue for the term of the housing's required affordability as required by subsection 10.25, U, 3.
- (a) The following housing entities, upon approval by the Commission, are qualified to hold and/or maintain affordable housing lots or units allowed under this section: A governmental entity empowered to hold an interest in real property under the laws of this State or the United States or a nonprofit organization whose purposes include providing affordable housing or increasing affordable housing opportunities for lower income or moderate income households.
 - (b) The Commission will require a back-up qualified housing entity for an approved nonprofit organization. The back-up qualified housing entity shall have the right to enforce the terms of the covenant and shall have all the rights of the primary qualified housing entity, in the event the primary qualified housing entity ceases to exist or fails to undertake monitoring, enforcement and other holder responsibilities under the covenant.
 - (c) Transfer of the rights of the qualified housing entity or back-up qualified housing entity requires Commission approval.
5. **Affordable Housing Agreement.** The applicant shall submit for Commission review and approval an agreement between the Commission and the qualified housing entity which must include at least the following:
- (a) Identification of the qualified housing entity and of the back-up qualified housing entity acceptable to the Commission that will be overseeing the affordable housing lots and dwelling units and be responsible for implementing and enforcing the affordable housing covenant(s);
 - (b) The agreement between the qualified housing entity and the back-up entity;

- (c) An effective method to maintain long-term affordability to lower or moderate income buyers or renters according to the requirements of 10.25,U,3;
- (d) A process for screening and selecting lower or moderate income households allowed to buy or rent lots or dwelling units;
- (e) A right of first refusal giving the qualified housing entity the right to purchase the affordable lots or units at the sale price limitation contained in the affordable housing covenant if no qualified lower or moderate income buyers apply at the affordable price within a specified time period;
- (f) An option to return affordable lots or units, whether for sale or rent, to market rates only if there are no qualified lower or moderate income household buyers or renters within a specified time period of the property being on the market and a method to return profits in excess of the sale price limitation contained in the affordable housing covenant to the qualified housing entity for purposes of providing affordable housing if the lots or units are returned to market rates;
- (g) When an applicant requests that the Commission waive the limit on the percent of household income spent on housing, documentation of housing market conditions that establish the need for the waiver; and
- (h) A requirement for the submission of annual reports by the qualified housing entity to the Commission documenting that the terms of the agreement are being met regarding items 5(a)–(f) above, as applicable.

10.26 DIMENSIONAL REQUIREMENTS

The following dimensional requirements apply to all lots on which structural development is proposed unless otherwise provided by Section 10.26.G.

A. LOT SIZE

1. Residential Uses.

- a. Minimum lot size: The minimum lot size for residential uses is 40,000 square feet per dwelling unit except where each dwelling unit is to use a common or community sewer and not on-site subsurface waste water disposal, the minimum lot size shall be 20,000 square feet per dwelling unit.
- b. Maximum lot size: The maximum lot size for residential subdivision lots (excluding lots for resort accommodations) is 3 acres for lots fronting on, or within 50 feet of, a body of water, and 7 acres for all other residential subdivision lots

2. Commercial, industrial, and other non-residential uses.

The minimum lot size for commercial, industrial, and other non-residential uses involving one or more buildings is 40,000 square feet.

B. MINIMUM SHORELINE FRONTAGE

1. For lots fronting on a flowing water draining more than 2 square miles but less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, the minimum shoreline frontage shall be:
 - a. 150 feet per dwelling unit for residential uses; and
 - b. 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings.
2. For lots fronting on a flowing water draining 50 square miles or more or a body of standing water 10 acres or greater in size, the minimum shoreline frontage shall be:
 - a. 150 feet per dwelling unit for residential uses; and
 - b. 300 feet for commercial, industrial, and other non-residential uses involving one or more buildings.
3. In the case of a lot which borders more than one water body, the shoreline frontage requirement must be met on each water body bordered by the lot.
4. Frontage shall be measured in a straight line between the points of intersection of side lot lines with the normal high water mark of the shoreline.

5. The minimum width of any portion of any lot within 100 feet, horizontal distance, of the normal high water mark of a water body shall be equal to or greater than the applicable minimum shoreline frontage requirement.
6. The shoreline frontage may be waived to no less than 200 feet for public boat launches where the applicant demonstrates there will be no undue adverse impact to surrounding uses.

C. MINIMUM ROAD FRONTAGE

1. Except as provided for in Section 10.26,C,6 below, the minimum road frontage shall be:
 - a. 100 feet per dwelling unit for residential uses, and
 - b. 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings;
2. These requirements apply to any privately or publicly owned road that is used for public access, including roads used by the public for which a toll is paid.
3. Where the lot is located at the end of a road or on a circular turnaround with an outside diameter of less than 25 feet, the road frontage requirements shall not apply.
4. Frontage shall be measured along the traveled portion of the road between the points of intersection of side lot lines with the traveled portion of the road.
5. In the case of a lot which borders more than one road, the road frontage requirement must be met on at least one road bordered by the lot.
6. Intentionally deleted.

D. MINIMUM SETBACKS

1. The minimum setbacks for structures, other than those described in Section 10.26,D,2 and except as provided in Section 10.26,G are:
 - a. 75 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, and from the upland edge of wetlands designated as P-WL1M zones;
 - b. 100 feet from the nearest shoreline of a flowing water draining 50 square miles or more and of a body of standing water 10 acres or greater in size;
 - c. 50 feet from the traveled portion of all roadways except as provided for in Section 10.26,D,1,d and e or Section 10.26,D,5 below;
 - d. 75 feet from the traveled portion of the following roadways: Route 6/15 (Piscataquis and Somerset Counties) and the Lily Bay Road (Piscataquis County);
 - e. intentionally deleted; and
 - f. 15 feet from side and rear property lines.

These setbacks also apply to all parking areas associated with single-family residential uses, parking areas for trailered ramps or hand-carry launches, and those structures within a sporting camp complex constructed solely for the housing of guests.

2. The minimum setbacks for multi-family dwellings and commercial, industrial, and other non-residential principal and accessory structures are:
 - a. 100 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, and from the upland edge of wetlands designated as P-WL1M zones;
 - b. 150 feet from the nearest shoreline of a flowing water draining 50 square miles or more and a body of standing water 10 acres or greater in size;
 - c. 75 feet from the traveled portion of the nearest roadway;
 - d. intentionally deleted; and
 - e. 25 feet from the side and rear property lines.

Except as provided for in Section 10.26,D,1 above, these setbacks also apply to all parking areas associated with multi-family dwellings and commercial, industrial, and other non-residential uses, and all other structures within a sporting camp complex, including, but not limited to, a main lodge, dining area, workshop and parking area.

3. These requirements apply to any privately or publicly owned road that is used for public access, including roads used by the public for which a toll is paid.
4. Campsites shall be set back such that the area designed for camping, including cleared or graded areas, fire rings, tables, and related construction, is at least 75 feet from shoreline, 50 feet from roads, and 25 feet from property lines. Remote campsites shall be set back at least 50 feet from roads, 25 feet from property lines, and 25 feet from shorelines, except that the Commission may require a greater setback from shorelines for remote campsites where necessary due to site conditions in order to avoid accelerated soil erosion or sedimentation of surface waters.
5. Intentionally deleted.

E. MAXIMUM LOT COVERAGE

1. Except as provided in Section 10.26,E,3 below, the maximum lot coverage shall be 30% for all uses involving one or more buildings.
2. "Coverage" shall be calculated by determining the percentage of lot area covered by all structures including paved driveways, sidewalks, parking lots and other impervious surfaces.

F. MAXIMUM BUILDING HEIGHT

1. Except as provided for in Section 10.26,F,2 and 4 below, the maximum building height shall be:
 - a. 35 feet for residential uses; and

- b. 100 feet for commercial, industrial, and other non-residential uses involving one or more buildings.
2. Structures within 500 feet of the normal high water mark of a body of standing water 10 acres or greater or tidal water shall be no higher than 35 feet. The Commission may apply this provision at greater distances from the normal high water mark of bodies of standing water having significant or outstanding scenic values where there is the likelihood that such structures would have an adverse impact on scenic values. Bodies of standing water having such scenic values are shown in Appendix C.
 3. Features of buildings which contain no floor area such as chimneys, towers, ventilators and spires may exceed these maximum heights with the Commission's approval.

G. EXCEPTIONS TO DIMENSIONAL REQUIREMENTS

1. The Commission may reduce dimensional requirements for individual buildings in a cluster development, in accordance with Section 10.25,R.
2. Intentionally deleted.
3. Notwithstanding other provisions of these rules, in a proposed subdivision or area that has or is likely to have relatively dense development, the Commission may increase the minimum lot size when the Commission determines that:
 - a. A larger lot size is required to provide sufficient area of suitable soil to accommodate the principal building and accessory structures, and subsurface waste water disposal, including a replacement system; and
 - b. The density of development in the vicinity of the proposed site is likely to cause nitrate or other contaminant levels in ground water to exceed public drinking water standards at any public or private well or at the property boundary. The Commission may require a nitrate study to estimate likely nitrogen levels in ground water as part of a subdivision application.
4. Where development would otherwise have an undue adverse impact on existing uses, scenic character or natural and historic resources in the area likely to be affected by the proposal, the Commission may impose additional or more protective standards with respect to clearing, frontage and setback requirements, waste water disposal, and other aspects of the development to reasonably assure that undue adverse impact is avoided.
5. An exception may be made to the shoreline, road, and/or property line setback requirements for structures where the Commission finds that such structures must be located near to the shoreline, road, or property line due to the nature of their use. Structures which must be located near to the shoreline include structures which require direct access to the water as an operational necessity, such as piers, docks, and retaining walls.
6. Intentionally deleted.
7. Where development is proposed in the vicinity of a water quality limiting lake, the Commission may vary the applicable dimensional requirements in accordance with Section 10.23,E,3,f.

8. To the extent consistent with 12 M.R.S.A. §685-B(4), the Commission may reduce the minimum lot size required for a structure whose sole purpose is to house a public utility facility or to function as a public utility, provided that:
 - a. the size, height, and bulk of the facility is of a scale that permits such a reduction without adverse effect on surrounding properties; and
 - b. the facility is sited and buffered to fit harmoniously into the surrounding environment.
9. The Commission may apply the dimensional requirements for residential uses to single outpost camps operated by commercial sporting camps, except in cases where such a camp is likely to have a greater impact than a residential use.
10. Notwithstanding the provisions of Section 10.11, structures necessary for disabled persons to gain access to buildings may be greater than the allowable size or located less than the standard setback distance from a shoreline, road and property line to the minimum extent necessary when the following criteria are met:
 - a. A person with a disability as defined in 5 M.R.S.A. §4553 resides in or regularly uses the dwelling or facility;
 - b. The encroachment into the standard setback distance or exceeding of the allowable size applies only to the installation of equipment or construction of structures necessary for access to or egress from the dwelling or facility by the person with the disability;
 - c. The access structure is necessary to create an accessible route;
 - d. The access structure cannot reasonably or feasibly be created without exceeding the allowable size or encroachment into the standard setback distance; and
 - e. The design of the access structure minimizes the need for exceeding the allowable size or encroachment into the standard setback distance.
11. The Commission may reduce the minimum road setback requirement for subdivisions and commercial, industrial and other non-residential structures and uses, in accordance with Section 10.25,D,3,d,(2).
12. The Commission may reduce the minimum road frontage requirement for individual lots within subdivisions with shared driveways in accordance with Section 10.25,Q,3,c.
13. The Commission may reduce the property line setback where there is no practical alternative and upon prior written agreement of the adjoining property owner.
14. The Commission may reduce dimensional requirements for the purpose of providing affordable housing opportunities, in accordance with Section 10.25, U.
15. The Commission may reduce the minimum road frontage requirement for individual lots or groups of lots with frontage on a cul-de-sac to no less than 50 feet, provided that the width of each such lot is at least 100 feet when measured at the road set back line.

10.27 ACTIVITY-SPECIFIC STANDARDS

The documents referenced within this section may be obtained from the Commission’s office in Augusta, or any of its regional offices.

A. AGRICULTURAL MANAGEMENT ACTIVITIES

Agricultural management activities not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

The following requirements shall apply to agricultural management activities in all development and protection zones:

1. All spreading or disposal of manure shall be accomplished in accordance with the manure best management practices, described in the publication, “Strategy for Managing Non-Point Source Pollution from Agricultural Sources and Best Management System Guidelines,” developed by the Maine Non-Point Source Agricultural Task Force, 1991.
2. All disposal of waste potatoes shall be accomplished in conformance with the "Maine Guidelines for Field Disposal of Waste Potatoes" published by the University of Maine in September, 1974.
3. Exposed mineral soil created by tilling of soil shall occur no closer to the normal high water mark of any body of standing water, flowing water, or tidal water than is indicated by the following table, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 50 feet:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	50
10	90
20	130
30	170
40	210
50	250
60	290
70	330

Table 10.27,A-1. Water body setback requirements for exposed mineral soil created by tilling of soil.

B. VEGETATION CLEARING

Vegetation clearing activities not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

The following requirements shall apply to vegetation clearing activities for any purpose other than road construction, road reconstruction and maintenance, wildlife or fishery management, forest management, agricultural management, public trailered ramps or hand-carry launches:

1. A vegetative buffer strip shall be retained within:
 - a. 50 feet of the right-of-way or similar boundary of any public roadway,
 - b. 75 feet of the normal high water mark of any body of standing water less than 10 acres in size, or any tidal water or flowing water draining less than 50 square miles, and
 - c. 100 feet of the normal high water mark of a body of standing water 10 acres or greater in size or flowing water draining 50 square miles or more.
2. Within this buffer strip, vegetation shall be maintained as follows:
 - a. There shall be no cleared opening greater than 250 square feet in the forest canopy as measured from the outer limits of the tree crown. However, a footpath is permitted, provided it does not exceed six (6) feet in width as measured between tree trunks, and, has at least one bend in its path to divert channelized runoff.
 - b. Selective cutting of trees within the buffer strip is permitted provided that a well-distributed stand of trees and other natural vegetation is maintained.

For the purposes of this section a “well-distributed stand of trees” adjacent to a body of standing water 10 acres or greater in size shall be defined as maintaining a rating score of 24 or more in a 25-foot by 50-foot rectangular area as determined by the following rating system.

Near other water bodies, tributary streams and public roadways a “well-distributed stand of trees” shall be defined as maintaining a rating score of 16 or more per 25-foot by 50-foot (1250 square feet) rectangular area as determined by the following rating system.

Diameter of Tree at 4-1/2 feet Above Ground Level (inches)	Points
2.0 to < 4.0	1
4.0 to < 8.0	2
8.0 to < 12.0	4
12.0 +	8

Table 10.27,B-1. Rating system for a well-distributed stand of trees.

The following shall govern in applying this rating system:

- (1) The 25-foot x 50-foot rectangular plots shall be established where the landowner or lessee proposes clearing within the required buffer;
- (2) Each successive plot shall be adjacent to but not overlap a previous plot;
- (3) Any plot not containing the required points shall have no vegetation removed except as otherwise allowed by these rules;
- (4) Any plot containing the required points may have vegetation removed down to the minimum points required or as otherwise allowed by these rules; and
- (5) Where conditions permit, no more than 50% of the points on any 25-foot by 50-foot rectangular area may consist of trees greater than 12 inches in diameter.

For the purposes of this section, “other natural vegetation” is defined as retaining existing vegetation under 3 feet in height and other ground cover and retaining at least 5 saplings less than 2 inches in diameter at 4½ feet above ground level for each 25-foot by 50-foot rectangular area. If 5 saplings do not exist, the landowner or lessee may not remove any woody stems less than 2 inches in diameter until 5 saplings have been recruited into the plot. In addition, the soil shall not be disturbed, except to provide for a footpath or other permitted use.

- c. In addition to Section 10.27,B,2,b above, no more than 40% of the total basal area of trees 4.0 inches or more in diameter, measured at 4½ feet above ground level, may be removed in any ten (10) year period.
 - d. Pruning of live tree branches is prohibited, except on the bottom 1/3 of the tree provided that tree vitality will not be adversely affected.
 - e. In order to maintain a buffer strip of vegetation, when the removal of storm-damaged, diseased, unsafe, or dead trees results in the creation of cleared openings in excess of 250 square feet, these openings shall be established with native tree species.
3. At distances greater than one hundred (100) feet, horizontal distance, from the normal high water mark of a body of standing water greater than 10 acres, no more than 40% of the total basal area of trees four inches or more in diameter, measured at 4½ feet above ground level, may be removed in any ten (10) year period. In no instance shall cleared openings exceed, in the aggregate, 10,000 square feet, including land previously cleared. These provisions apply to areas within 250 feet of all bodies of standing water greater than ten (10) acres, and to the full depth of the P-ALM zone. This requirement does not apply to the development of uses allowed by permit.
 4. Cleared openings legally in existence as of the date of adoption of the Concept Plan may be maintained, but shall not be enlarged except as permitted by these regulations; provided, however, that cleared openings within Separation Zones, as defined in Chapter 20 of the Maine Forest Service Rules, shall continue to be governed by such Rules.

In all zones where natural vegetation is removed within the required vegetative buffer strip of a flowing water, body of standing water, tidal water, or public roadway, it shall be replaced by other vegetation (except where the area cleared is built upon) that is effective in preventing erosion and retaining natural beauty.

C. MINERAL EXPLORATION AND EXTRACTION

Mineral exploration and extraction activities not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

The following requirements for mineral exploration and extraction activities shall apply in all zones except as otherwise hereinafter provided:

1. Mineral Exploration: The following requirements shall apply to mineral exploration activities:
 - a. All excavations, including test pits and holes, shall be promptly capped, refilled or secured by other equally effective measures so as to reasonably restore disturbed areas and to protect the public health and safety.
 - b. Mineral exploration activities or associated access ways where the operation of machinery used in such activities results in the exposure of mineral soil, shall be located such that an unscarified filter strip of at least the width indicated below is retained between the exposed mineral soil and the normal high water mark of a flowing water, body of standing water, tidal water, or wetland identified as a P-WL1M zone:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

Table 10.27,C-1. Unscarified filter strip width requirements for exposed mineral soil created by mineral exploration activities or associated access ways.

The provisions of Section 10.27,C,1,b apply only on a face sloping toward the water, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 25 feet; the provisions of Section 10.27,C,1,b do not apply where access ways cross such waters.

- c. Except when surface waters are frozen, access ways for mineral exploration activities shall not utilize stream channels bordered by P-SL2M zones except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with Section 10.27,D,2 and 5, such crossings shall only use channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged.
- d. Access way approaches to stream channels shall be located and designed so as to divert water runoff from the way in order to prevent such runoff from directly entering the stream.
- e. In addition to the foregoing minimum requirements, when conducting mineral exploration activities and creating and maintaining associated access ways, provision shall be made to effectively stabilize all area of disturbed soil so as to reasonably avoid soil erosion and sedimentation of surface waters. These measures shall include seeding and mulching if necessary to insure effective stabilization.

2. Mineral Extraction: The following requirements shall apply to mineral extraction activities in all zones:
- a. A vegetative buffer strip shall be retained between the ground area disturbed by the extraction activity and:
 - (1) 75 feet of the normal high water mark of any body of standing water less than 10 acres in size, any flowing water draining less than 50 square miles, tidal water, or wetland identified as a P-WL1M zone; and
 - (2) 100 feet of the normal high water mark of any body of standing water 10 acres or greater in size or flowing water draining 50 square miles or more.
 - b. No portion of any ground area disturbed by the extraction activity shall be closer than 250 feet from any public roadway, or 250 feet from any property line in the absence of the prior written agreement of the owner of such adjoining property.
 - c. Within 250 feet of any water body the extraction area shall be protected from soil erosion by ditches, sedimentation basins, dikes, dams, or such other control devices which are effective in preventing sediments from being eroded or deposited into such water body.

Any such control device shall be deemed part of the extraction area for the purposes of Section 10.27,C,2,a, above;
 - d. A natural vegetative screen of not less than 50 feet in width shall be retained from any facility intended primarily for public use, excluding privately owned roads; and
 - e. If any mineral extraction operation located within 250 feet of any property line or public roadway or facility intended primarily for public use, excluding privately owned roads, is to be terminated or suspended for a period of one year or more, the site shall be rehabilitated by grading the soil to a slope of 2 horizontal to 1 vertical, or flatter.

D. ROADS AND WATER CROSSINGS

Roads and water crossings not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

The following road and water crossing requirements shall apply in P-WL1M, P-WL2M, P-SLM, P-FPM, P-GPM zones and all development zones:

1. The following requirements shall apply to construction and maintenance of roads:
 - a. All cut or fill banks and areas of exposed mineral soil outside the roadbed within 75 feet of a flowing water, body of standing water, tidal water, or a wetland shall be revegetated or otherwise stabilized so as to prevent erosion and sedimentation of water bodies or wetlands;
 - b. Road banks shall have a slope no steeper than 2 horizontal to 1 vertical;
 - c. Drainage ditches shall be provided so as to effectively control water entering and leaving the road area. Such drainage ditches will be properly stabilized so that the potential for unreasonable erosion does not exist;
 - d. In order to prevent road surface drainage from directly entering water bodies or wetlands, roads and their associated drainage ditches shall be located, constructed, and maintained so as to provide an unscarified filter strip, of at least the width indicated below, between the exposed mineral soil of the road and the normal high water mark of a surface water body or upland edge of a wetland:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

Table 10.27,D-1. Unscarified filter strip width requirements for exposed mineral soil created by roads and their associated drainage ditches.

This requirement shall not apply to road approaches to water crossings or wetlands.

- e. Drainage ditches for roads approaching a water crossing or wetland shall be designed, constructed, and maintained to empty into an unscarified filter strip, of at least the width indicated in the table set forth in Section 10.27,D,1,d above, between the outflow point of the ditch and the normal high water mark of the water or the upland edge of a wetland. Where such filter strip is impracticable, appropriate techniques shall be used to reasonably avoid sedimentation of the water body or wetland. Such techniques may include the installation of sump holes or settling basins, and/or the effective use of

additional ditch relief culverts and ditch water turnouts placed so as to reasonably avoid sedimentation of the water body or wetland;

- f. Ditch relief (cross drainage) culverts, drainage dips and water turnouts will be installed in a manner effective in getting drainage onto unscarified filter strips before the flow in the road or its drainage ditches gains sufficient volume or head to erode the road or ditch.
 - (1) Drainage dips may be used in place of ditch relief culverts only where the road grade is 10% or less;
 - (2) On roads having slopes greater than 10%, ditch relief culverts shall be placed across the road at approximately a 30 degree angle downslope from a line perpendicular to the center line of the road;
 - (3) Ditch relief culverts, drainage dips and water turnouts shall direct drainage onto unscarified filter strips as required in Section 10.27,D,1,d and e above;
 - (4) Ditch relief culverts shall be sufficiently sized and properly installed in order to allow for effective functioning, and their inlet and outlet ends shall be stabilized with appropriate materials; and
 - (5) Ditch relief culverts, drainage dips and associated water turnouts shall be spaced along the road at intervals no greater than indicated in the following table:

Road Grade (Percent)	Spacing (Feet)
0-2	500-300
3-5	250-180
6-10	167-140
11-15	136-127
16-20	125-120
21+	100

Table 10.27,D-2. Spacing requirements for drainage dips and associated water turnouts.

- 2. The following requirements shall apply to water crossings when surface waters are unfrozen:
 - a. Bridges and culverts shall be installed and maintained to provide an opening sufficient in size and structure to accommodate 10 year frequency water flows or with a cross-sectional area at least equal to 2 ½ times the cross-sectional area of the stream channel.
 - b. Culvert and bridge sizes may be smaller than provided in Section 10.27,D,2,a if techniques are employed such that in the event of culvert or bridge failure, the natural course of water flow is reasonably maintained and sedimentation of the water body is reasonably avoided; such techniques may include, but are not limited to, the effective use of any or all of the following:
 - (1) removing culverts prior to the onset of frozen ground conditions;
 - (2) using water bars in conjunction with culverts; or
 - (3) using road dips in conjunction with culverts.
 - c. Culverts utilized in water crossings shall:
 - (1) be installed at or below stream bed elevation;
 - (2) be seated on firm ground;
 - (3) have soil compacted at least halfway up the side of the culvert;

- (4) be covered by soil to a minimum depth of 1 foot or according to the culvert manufacturer's specifications, whichever is greater; and
 - (5) have a headwall at the inlet end which is adequately stabilized by rip-rap or other suitable means to reasonably avoid erosion of material around the culvert.
3. The design and construction of land management road systems through wetlands, other than those areas below the normal high water mark of standing or flowing waters, must avoid wetlands unless there are no reasonable alternatives, and must maintain the existing hydrology of wetlands.

To maintain the existing hydrology of wetlands, road drainage designs shall provide cross drainage of the water on the surface and in the top 12 inches of soil in wetlands during both flooded and low water conditions so as to neither create permanent changes in wetland water levels nor alter wetland drainage patterns. This shall be accomplished through the incorporation of culverts or porous layers at appropriate levels in the road fill to pass water at its normal level through the road corridor. Where culverts or other cross-drainage structures are not used, all fills shall consist of free draining granular material.

To accomplish the above, the following requirements apply:

- a. Road construction on mineral soils or those with surface organic layers up to 4 feet in thickness:
 - (1) Fill may be placed directly on the organic surface compressing or displacing the organic material until equilibrium is reached. With this method, culverts or other cross-drainage structures are used instead of porous layers to move surface and subsurface flows through the road fill material.
 - (a) For road construction on mineral soils or those with surface organic layers less than 16 inches in thickness, culverts or other cross-drainage structures shall be appropriately sized and placed at each end of each wetland crossing and at the lowest elevation on the road centerline with additional culverts at intermediate low points as necessary to provide adequate cross drainage. Culverts or other cross-drainage structures shall be placed at maximum intervals of 300 feet.
 - (b) For road construction on surface organic layers in excess of 16 inches but less than 4 feet in thickness, cross drainage must be provided by placing culverts at each end of each wetland crossing and at the lowest elevation on the road centerline with additional culverts at intermediate low points as necessary to provide adequate cross drainage. Culverts or other cross-drainage structures shall be placed at maximum 300-foot intervals. Culverts shall be a minimum of 24 inches in diameter, or the functional equivalent, and buried halfway below the soil surface.
 - (c) Where necessary to maintain existing water flows and levels in wetlands, ditches parallel to the road centerline shall be constructed along the toe of the fill to collect surface and subsurface water, carry it through the culvert(s) and redistribute it on the other side. Unditched breaks shall be left midway between culverts to prevent channelization.
 - (2) Alternatively, a porous layer may be created to move surface and subsurface flows through the road fill materials. If a porous layer is used, geotextile fabric must be placed above and below fill material to increase the bearing strength of the road and to preserve the bearing strength of fill material by preventing contamination with fine soil particles.
- b. Road construction on soils with organic layers in excess of 4 feet in thickness:

- (1) Such construction shall only take place under frozen ground conditions.
- (2) Geotextile fabric shall be placed directly on the soil surface. Road fill or log corduroy shall then be placed on the geotextile fabric.
- (3) Cross drainage shall be provided by either a continuous porous layer or appropriate placement of culverts or other cross-drainage structures and ditching as specified below:
 - (a) A continuous porous layer or layers shall be constructed by placement of one or more layers of wood corduroy and/or large stone or chunkwood separated from adjacent fill layers by geotextile fabric placed above and below the porous layer(s) such that continuous cross drainage is provided in the top 12 inches of the organic layer; or
 - (b) Cross drainage culverts or other cross-drainage structures shall be placed at points where they will receive the greatest support. Culverts or other cross-drainage structures shall be a minimum of 24 inches in diameter, or the functional equivalent, and buried halfway below the soil surface. Where necessary to maintain existing water flows and levels in wetlands, ditches parallel to the roadbed on both sides shall be used to collect surface and subsurface water, carry it through the culvert(s) and redistribute it on the other side. Such ditches shall be located three times the depth of the organic layer from the edge of the road fill. Unditched breaks shall be left midway between culverts to prevent channelization.

- 4. Ditches, culverts, bridges, dips, water turnouts and other water control installations associated with roads shall be maintained on a regular basis to assure effective functioning.
- 5. Maintenance of the above required water control installations shall continue until the road is discontinued and put to bed by taking the following actions:

a. Water bars shall

- (1) be constructed and maintained across the road at intervals established below:

Road Grade (Percent)	Distance Between Water Bars (Feet)
0-2	250
3-5	200-135
6-10	100-80
11-15	80-60
16-20	60-45
21+	40

Table 10.27,D-3. Spacing requirements for water bars.

- (2) be constructed at approximately 30 degrees downslope from the line perpendicular to the center line of the road;
- (3) be constructed so as to reasonably avoid surface water flowing over or under the water bar; and
- (4) extend sufficient distance beyond the traveled way so that water does not reenter the road surface.

b. Any bridge or water crossing culvert in such road shall satisfy one of the following requirements:

- (1) it shall be designed to provide an opening sufficient in size and structure to accommodate 25 year frequency water flows;
 - (2) it shall be designed to provide an opening with a cross-sectional area at least 3 ½ times the cross-sectional area of the stream channel; or
 - (3) it shall be dismantled and removed in a fashion so as to reasonably avoid sedimentation of the water body.
6. Provided they are properly applied and used for circumstances for which they are designed, methods including but not limited to the following are acceptable to the Commission as means of calculating the 10 and 25 year frequency water flows and thereby determining crossing sizes as required in Section 10.27,D,2 and 5:
 - a. The USDA Soil Conservation Service (SCS) Methods; specifically: "Urban Hydrology for Small Watersheds," June 1986 Soil Conservation Service Technical Release #55.
 - b. The United States Geological Survey (USGS) Methods; specifically: U.S. Geological Survey. 1975. "A Technique for Estimating the Magnitude and Frequency of Floods in Maine." Open- file Report 75-292.
 7. Extension, enlargement or resumption of use of presently existing roads, which are not in conformity with the provisions of Section 10.27,D, are subject to the provisions of Section 10.11.
 8. Publicly owned roads may be constructed in a fashion that is not in strict conformity with the provisions of this section, provided that other measures are applied that are effective in reasonably avoiding sedimentation of surface waters.
 9. Except that Section 10.27,D,10 below always applies, trail crossings of minor flowing waters shall be exempt from the standards of Section 10.27,D, provided such crossings are constructed in a manner that causes no disturbance to the stream bed, and no substantial disturbance to the banks or shoreland areas in the vicinity of the crossing, and provided such crossings do not impede the flow of water or the passage of fish. If properly undertaken, acceptable methods may include but not be limited to the laying of logs from bank to bank, or placement of bed logs and stringers with decking. This exemption shall not extend to the construction of abutments or piers.

Trail crossings not so exempted shall be subject to the water crossing standards of Section 10.27,D, including specifically Sections 10.27,D,2, 4, 5, 6, 10 and 11.
 10. In addition to the foregoing minimum requirements, provision shall otherwise be made in the construction and maintenance of roads and water crossings in order to reasonably avoid sedimentation of surface waters.
 11. Written notice of all road and water crossing construction activities, except level A road projects and exempt trail crossings as provided in Section 10.27,D,9 above, shall be given to the Commission prior to the commencement of such activities. Such notice shall conform to the requirements of Section 10.16 and shall state the manner in which the water crossing size requirements of this section will be satisfied.

E. TIMBER HARVESTING

Timber harvesting activities not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed

activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

The following requirements apply to timber harvesting within all development and protection zones except as otherwise hereinafter provided:

1. Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels bordered by a P-SL1M zone except to cross such channels with a culvert or bridge according to the water crossing requirements of Section 10.27,D,2 and 5;
2. Timber harvesting operations in P-SL1M and P-GPM zones shall be conducted in the following manner:
 - a. Within 50 feet of the normal high water mark, no clearcutting shall be allowed and harvesting operations shall be conducted in such a manner that a well-distributed stand of trees is retained so as to maintain the aesthetic and recreational value and water quality of the area and to reasonably avoid sedimentation of surface waters.
 - b. At distances greater than 50 feet from the normal high water mark, harvesting activities may not create single openings greater than 14,000 square feet in the forest canopy. In such areas single canopy openings of over 10,000 square feet shall be no closer than 100 feet apart.
 - c. Harvesting shall not remove, in any ten year period, more than 40 percent of the volume on each acre involved of trees 6 inches in diameter and larger measured at 4½ feet above ground level. Removal of trees less than 6 inches in diameter, measured as above is permitted if otherwise in conformance with these regulations. For the purpose of these standards, volume may be determined as being equivalent to basal area.
 - d. No accumulation of slash shall be left within 50 feet of the normal high water mark of surface water protected by the P-SL1M and P-GPM zones. In such zones, at distances greater than 50 feet from the normal high water mark of such waters, all slash larger than 3 inches in diameter shall be disposed of in such a manner that no part thereof extends more than 4 feet above the ground.
3. Except as provided in Section 10.27,E,7, skid trails and other sites, where the operation of machinery used in timber harvesting results in the exposure of mineral soil, shall be located such that an unscarified filter strip of at least the width indicated below is retained between the exposed mineral soil and the normal high water mark of surface water areas:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

Table 10.27,E-1. Unscarified filter strip width requirements for exposed mineral soil created by the operation of machinery used in timber harvesting.

The provisions of Section 10.27,E,3 apply only on a face sloping toward the water, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 25 feet; the provisions of Section 10.27,E,3 do not apply where skid roads cross such waters;

4. Timber harvesting operations shall be conducted in such a manner that slash is not left below the normal high water mark of a body of standing water or tidal waters, or below the normal high water mark of stream channels downstream from the point where such channels drain 300 acres or more;
5. Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels bordered by P-SL2M zones except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with Section 10.27,D,2 and 5, such crossings shall only use channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged. The requirements of Section 10.27,E,5 may be modified according to the provisions of Section 10.27,E,7;
6. Except as provided in Section 10.27,E,7, skid trail and skid road approaches to stream channels shall be located and designed so as to divert water runoff from the trail or road in order to prevent such runoff from directly entering the stream;
7. Timber harvesting operations in P-SL2M zones along stream channels upstream from the point where they drain 300 acres or less, and in P-WLM zones adjacent to such P-SL2M zones, may be conducted in a manner not in conformity with the requirements of the foregoing Sections 10.27,E,3, 5, and 6 provided that such operations are conducted so as to avoid the occurrence of sedimentation of water in excess of 25 Jackson Turbidity Units as measurable at the point where such stream channel drains 1 square mile or more. Jackson Turbidity Units are a standard measurement of the relative amount of light that will pass through a sample of water compared with the amount of light that will pass through a reference suspension; the Jackson Turbidity Unit measurement for water without turbidity is 0;
8. Harvesting operations in P-SL2M zones along stream channels downstream from the point where they drain 300 acres or more and along bodies of standing water shall be conducted in such a manner that sufficient vegetation is retained to maintain shading of the surface waters;
9. Written notice of all timber harvesting operations shall be given to the Commission prior to the commencement of such activity. Such notice shall conform to the requirements of Section 10.16 and shall state whether or not such operations will be conducted according to the provisions of Section 10.27,E,7; and
10. In addition to the foregoing minimum requirements, except as provided for in Section 10.27,E,7, provision shall otherwise be made in conducting timber harvesting operations in order to reasonably avoid sedimentation of surface waters.

F. FILLING AND GRADING

The following requirements for filling and grading shall apply in all zones except as otherwise provided herein.

Filling and grading activities not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed

activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

These standards do not apply to filling or grading activities which constitute forest or agricultural management activities, the construction, reconstruction and maintenance of roads, or the construction of public trailered ramps, hand-carry launches, or driveways. Such activities are separately regulated.

1. Within 250 feet of water bodies and wetlands, the maximum size of a filled or graded area, on any single lot or parcel, shall be 5,000 square feet. This shall include all areas of mineral soil disturbed by the filling or grading activity; and
2. Beyond 250 feet from water bodies, the maximum size of filled or graded areas, as described above, shall be 20,000 square feet, except that there shall be no limit to the size of filled or graded areas in M-GN zones which are greater than 250 feet from water bodies and wetlands. In such M-GN zone areas, the provisions of Section 10.27,F,4 and 6 shall apply; and
3. Clearing of areas to be filled or graded is subject to the clearing standards of Section 10.27,B; and
4. Imported fill material to be placed within 250 feet of water bodies shall not contain debris, trash, rubbish or hazardous or toxic materials. All fill, regardless of where placed, shall be free of hazardous or toxic materials; and
5. Where filled or graded areas are in the vicinity of water bodies or wetlands such filled or graded areas shall not extend closer to the normal high water mark of a flowing water, a body of standing water, tidal water, or upland edge of wetlands identified as P-WL1M zone than the distance indicated in the following table:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Feet Along Surface of the Ground)
10 or less	100
20	130
30	170
40	210
50	250
60	290
70	330

Table 10.27,F-1. Unscarified filter strip width requirements for exposed mineral soil created by filling and grading.

6. All filled or graded areas shall be promptly stabilized to prevent erosion and sedimentation.

Filled or graded areas, including all areas of disturbed soil, within 250 feet of water bodies and wetlands, shall be stabilized according to the Guidelines for Vegetative Stabilization contained in Appendix B of this chapter.

G. INTENTIONALLY DELETED

H. DRIVEWAYS ASSOCIATED WITH RESIDENTIAL STRUCTURES AND USES

Driveways not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed activity, which is not in conformance with the standards of this section, shall be conducted in a manner which produces no undue adverse impact upon the resources and uses in the area.

1. Applicability:

The following requirements apply to the construction of driveways for single family and two family dwelling units in all zones where driveways associated with residential uses are allowed without a permit. These standards, along with the standards of Section 10.25,D,4, may be used as guidance in processing an application for driveways to be located in those zones where driveways require a permit from the Commission.

- a. Other Permits: If a permit has been issued for the development of the lot to be served by the driveway or if the lot is part of a subdivision for which a permit has been issued, conditions of the building permit or subdivision permit regarding construction of driveways supersede provisions of this subsection.
- b. Length: If the length of a proposed driveway is greater than 1000 feet, it is regulated as a road and requires a permit from the Commission unless it qualifies as a land management road.

2. Water Body Setback:

- a. Minimum Setback: The minimum water body setback for a driveway which accesses an undeveloped lot or a lot having residential structures is:
 - (1) 100 feet from the nearest shoreline of a flowing water draining 50 square miles, and a body of standing water greater than 10 acres in size;
 - (2) intentionally deleted; and
 - (3) 50 feet from the upland edge of minor flowing waters and mapped P-WL1M wetlands.
- b. Exceptions to Water Body and Wetland Setback Requirements:
 - (1) The water body and wetland setback requirements do not apply to approaches to water body or wetland crossings.
 - (2) A lesser setback may be allowed with a permit in the following instances provided no other reasonable alternative exists and appropriate techniques are used as needed to prevent sedimentation of the water body:
 - (a) In the case of legally existing nonconforming structures located in the shoreland area, the driveway may extend to the portion of the principal structure farthest from the normal high water mark of the water body, but in no case closer than 50 feet from the normal high water mark of the water body; or
 - (b) To allow access to permitted facilities located nearer to the shoreline due to an operational necessity as described in Section 10.26,G,5.

3. Property Line Setback:

- a. Minimum Setback: The minimum property line setback for a driveway is 15 feet.
- b. Exceptions to Property Line Setback:
 - (1) A shared driveway need not meet the minimum setback.

- (2) The minimum setback standard does not apply to authorized approaches to and crossings of property lines or to crossings along easements or rights of way established in deed or lease.
 - (3) A lesser setback may be allowed with a permit upon written permission of the abutting landowner.
4. Road Frontage: The lot to be served by the driveway must have a minimum of 100 feet of road frontage, except as otherwise provided in these land use standards.
 5. Entry onto Roadways, including State Highways: The entry must not be located on a curve and must be placed so as to allow adequate line of sight for safe entry onto the roadway. If a driveway is to enter directly onto a state or state-aid highway, the person wishing to construct the driveway must first obtain written permission from the Maine Department of Transportation.
 6. Crossings of Flowing Waters: If a driveway will cross a flowing water, the crossing must be accomplished in accordance with the standards for installation of water crossings set forth in Section 10.27,D,2.
 7. Wetlands Alteration: The driveway must not alter any portion of a mapped P-WL1M zone or more than 4,300 square feet of a mapped P-WL2M or P-WL3M zone without a permit.
 8. Maximum Slope: The driveway must not have a sustained slope of more than 8%.
 9. Erosion and Sedimentation Control:
 - a. The driveway must be located, designed and constructed so that:
 - (1) It will not erode or create any undue restriction or disruption of existing surface water drainage ways;
 - (2) It will divert runoff to a vegetated buffer strip so as to prevent it from directly entering a water body, mapped P-WL1M wetland, or roadway.
 - b. Except for the travel surface of the driveway, all areas of disturbed soil must be promptly reseeded and mulched to prevent soil erosion.
 10. Fill Material: Fill material used in the construction of a driveway must not contain demolition debris, trash, rubbish, or hazardous or toxic materials.

I. PESTICIDE APPLICATION

Pesticide application in any of the zones will not require a permit from the Commission provided such application is in conformance with applicable State and Federal statutes and regulations.

J. SIGNS

Signs not in conformance with the standards of this section may be allowed upon issuance of a permit from the Commission provided that such types of activities are allowed in the zone involved. An applicant for such permit shall show by a preponderance of the evidence that the proposed sign, which is not in conformance with the standards of this section, shall be erected and maintained in a manner which produces no undue adverse impact upon the resources and uses in the area.

1. Signs Not Requiring a Permit

The following signs do not require a permit from the Commission, provided such signs are in conformance with the requirements of Section 10.27,J,1 and 2, below. The following limitations may be exceeded only under the provisions of a permit from the Commission:

- a. Signs identifying stops or fare zone limits of common carriers;
- b. Signs erected and maintained outside the highway right-of-way, by a governmental body, showing places of interest (other than commercial establishments), the place and time of services or meetings of churches and civic organizations. Not more than two such signs may be erected and maintained which are readable by traffic proceeding in any one direction on any one highway in any one township;
- c. Residential directional signs, each of which does not exceed 4 square feet in area, along roadways other than limited access highways;
- d. Traffic control signs or devices;
- e. Signs displayed for the direction, instruction or convenience of the public, including signs which identify rest rooms, freight entrances, posted areas, property boundaries, trails, fire precautions, campsites, or the like, with a total surface area not exceeding 12 square feet. This exemption shall not apply to signs visible from any public roadway promoting or advertising commercial enterprises;
- f. Signs to be maintained for not more than six weeks announcing an auction, public supper, lawn sale, campaign drive or other like event of a public, civic, philanthropic or religious organization;
- g. Memorial signs or tablets;
- h. Signs erected by county fairs and expositions for a period not to exceed six weeks;
- i. Directional signs visible from a public roadway with a total surface area not to exceed 4 square feet providing directions to places of business offering for sale agricultural products harvested or produced on the premises where the sale is taking place;
- j. Signs displayed in building windows, provided that the aggregate area of such signs does not exceed 25% of the area of the window; and
- k. Official business directional signs as defined and authorized by 23 M.R.S.A. §21.
- l. Sign kiosks near trail intersections that do not exceed 128 square feet of surface area used for the placement of multiple individual signs including those advertising a place of business. No more than one sign kiosk may be located near any trail intersection and individual signs (other than maps) on such kiosks shall not exceed 4 square feet in size. No other signs advertising a place of business shall be located at such intersections. Such kiosks shall not be visible from a public roadway.
- m. Signs containing only a symbol or design identifying gas, food or lodging services and the distance and/or direction to such services at trail intersections without a sign kiosk. Such signs are not to exceed 4 square feet in size.

- n. Signs identifying a particular place of business offering gas, food, or lodging at the intersection of a local feeder trail leading directly to that place of business. Such signs are not to exceed 4 square feet in size and shall not be visible from a public roadway.
- o. On-Premise Signs

Owners or occupants of real property may erect and maintain on-premise signs, except roof signs, advertising the sale or lease thereof or activities being conducted thereon. Such signs shall be subject to the following requirements and the regulations set forth in Section 10.27,J,2 below:

- (1) On-premise signs shall not exceed in size the area limitations set forth below:

Zones	Maximum Size for Each Individual Sign (square feet)	Maximum Aggregate Area of all Signs for Facility Being Advertised (square feet)
D-CIM, D-GN2M, D-GN3M	32	64
D-RS2M, D-RS3M and All Protection Zones	8	16

Table 10.27,J-1. Size limitations for on-premise signs.

- (2) On-premise signs shall not be located more than 1,000 feet from the building or other particular site at which the activity advertised is conducted;
- (3) Signs advertising the sale or lease of real estate by the owner or his agent shall not have an area of more than 6 square feet, except signs advertising a subdivision which shall be limited in size as provided by Section 10.27,J,1,o,(1);
- (4) On-premise signs, other than wall or projecting signs, shall not extend more than 15 feet above ground level, and shall not have a supporting structure which extends more than two feet above such sign;
- (5) Projecting signs must be at least 9 feet above pedestrian level and may project no more than 2 feet from the building; and
- (6) Signs attached to a wall shall not extend above the top of the wall.

On-premise signs which are not in conformance with the preceding requirements and all roof signs may be allowed only under the provisions of a permit from the Commission.

2. Regulations Applying to All Signs

Notwithstanding any other provisions of this chapter, no sign may be erected or maintained which:

- a. Interferes with, imitates or resembles any official traffic control sign, signal or device, or attempts or appears to attempt, to direct the movement of traffic;
- b. Prevents the driver of a motor vehicle from having a clear and unobstructed view of official traffic control signs and approaching or merging traffic;

- c. Contains, includes, or is illuminated by any flashing, intermittent or moving light, moves or has any animated or moving parts, except that this restriction shall not apply to a traffic control sign;
- d. Has any lighting, unless such lighting is shielded so as to effectively prevent beams or rays of light from being directed at any portion of the main traveled way of a roadway, or is of such low intensity or brilliance as not to cause glare or impair the vision of the driver of any motor vehicle or otherwise interfere with the operation thereof;
- e. Is in violation of, or at variance with, any federal law or regulation, including, but not limited to, one containing or providing for conditions to, or affecting the allocation of federal highway or other funds to, or for the benefit of, the State or any political subdivision thereof;
- f. Is in violation of, or at variance with, any other applicable State law or regulation;
- g. Advertises activities which are illegal under any state or federal law applicable at the location of the sign or of the activities;
- h. Is not clean or in good repair; or
- i. Is not securely affixed to a substantial structure.

Any sign which is a combination of exempt and/or non-exempt signs shall be regulated by the most protective standards applicable.

3. Criteria for Sign Approval

In approving, conditionally approving, or denying any application for a sign permit, the Commission shall require that the applicant demonstrate that the proposed sign complies with those criteria set forth in 12 M.R.S.A. §685-B(4) as well as the following:

- a. that the sign is compatible with the overall design of the building height, color, bulk, materials and other design and occupancy elements;
- b. that the color, configuration, height, size, and other design elements of the sign will fit harmoniously into the surrounding natural and man-made environment;
- c. that the sign will not constitute a hazard to the flow of traffic; and
- d. that the applicant sufficiently demonstrates the need for any non-conformity with the size, height, and other limitations set forth in Section 10.27,J,1.

K. WATER IMPOUNDMENTS

The establishment of impoundment water levels and the maintenance of impoundments shall conform to the provisions of 38 M.R.S.A. Art 3-A §815 et seq., Maine Dam Inspection, Registration and Abandonment Act.

L. TRAILERED RAMPS, HAND-CARRY LAUNCHES, AND WATER-ACCESS WAYS

Except as hereinafter provided, trailered ramps, hand-carry launches, and water-access ways not in conformance with the standards of this section are prohibited.

Except as provided for in Section 10.27,L,4, trailered ramps, hand-carry launches, and water-access ways require a permit from the Commission. Where a permit is required, the proposal must meet the general Criteria for Approval, Section 10.24, and the Criteria for Wetland Alterations, Section 10.25,P, in addition to any applicable requirements set forth in these rules.

1. Private Trailered Ramps, Hand-carry Launches, and Water-access Ways

Wherever private trailered ramps, or hand-carry launches, or water access ways are allowed by special exception, the following apply:

For a proposed private trailered ramp, hand-carry launch or set of water-access ways, the following constitutes “an alternative site reasonably available” to the applicant:

- a. an existing public or commercial trailered ramp or set of water-access ways if it has two or more associated parking spaces for motor vehicles with trailers and is located within 15 road miles or 5 miles by water of the applicant’s proposed development,
- b. a proposed public or commercial trailered ramp or set of water-access ways located within 15 road miles or 5 miles by water of the applicant’s proposed development, provided such a facility is proposed for construction within 2 years of the date of the application.

2. Facilities Associated with Shorefront Subdivisions

Shorefront subdivisions may be permitted no more than one trailered ramp, hand-carry launch or set of water-access ways, and one permanent dock. Any such facility must comply with Section 10.27,L,5, and Section 10.27,O, and must be accessible to all lots in the subdivision. The location of the facility must be identified on the subdivision plat and right of access must be covenanted in the deeds of all lots in the subdivision.

3. Maintenance of Trailered Ramps and Hand-carry Launches

Maintenance: Every application for a permit, or permit by special exception for a new or replacement trailered ramp or hand-carry launch, or expansion thereof, must contain a description of the procedures the applicant will follow to maintain the facility on an ongoing basis in compliance with the standards of Section 10.27,L,5, to minimize erosion, sedimentation, and transport of phosphorus into the water body.

4. Notification for Trailered Ramps and Hand-carry Launches

Public trailered ramps and public hand-carry launches are allowed without a permit within the shoreland zone of all water bodies except those identified as Management Class 1, 2, and 6 Lakes.

The following notification provision applies to construction of new or replacement trailered ramps and hand-carry launches where such projects are allowed without a permit. If a proposed project fails to meet any notification requirement or other applicable rule, the project requires a permit.

- a. Every notification must be on a form provided by the Commission.

- b. At least 30 days before filing the notification with the Commission, the applicant shall inform the Commission of the intent to file, mail notice to the local board of selectmen/assessors, if applicable, and to all landowners/lessees within 1000 feet of the proposed project according to the records of Maine Revenue Services or the applicable plantation/municipality. At the time of notice, a draft notification form must be available for inspection. The notice must state how to obtain a copy of the draft notification, the anticipated date for filing of the notification with the Commission, and a statement that public comments on the notification may be submitted to the Commission. Unless this deadline is extended by the Commission, any such comments must be submitted to the Commission by the anticipated date of the filing of the notification with the Commission.
- c. The applicant may proceed with the proposed project 14 days after filing the notification with the Commission unless within this time period the Commission staff informs the applicant in writing that issues have been identified by Commission staff or other persons regarding the adequacy with which Section 10.27,L,4 and 5 are met or that there may be an undue adverse impact on existing uses or resources in the project area. If these issues cannot be resolved, the Commission will determine if there is sufficient public interest in the project to warrant consideration of a public hearing on the notification. If a hearing is held, the Commission may consider compliance with the applicable requirements of Section 10.27,L,4 and 5 and impacts on existing uses or resources in the project area. Within 60 days after the close of any public hearing, the Commission shall inform the applicant in writing of its determination. If the Commission determines that the requirements of Section 10.27,L,4 and 5 are met and that the project will not have an undue adverse impact on existing uses or resources in the project area, the notification will be accepted. If the notification is not accepted, the project will require a permit to proceed.
- d. Expiration: A notification expires 2 years from the date of acceptance by the Commission.

5. Design and Construction Standards for Trailered Ramps and Hand-carry Launches

Unless otherwise indicated, the following standards apply to trailered ramps and hand-carry launches that are subject to the notification provisions in Section 10.27,L,4, and to all commercial or private trailered ramps and hand-carry launches.

- a. **Erosion Prevention and Control During Construction:** Eroded soil or fill material from disturbed areas must be prevented from entering a water body. Properly installed erosion control measures, such as staked hay bales and silt fence, must be in place before the project begins. These erosion control measures must remain in place, functioning as intended, until the project area is permanently stabilized. Erosion and sedimentation control measures must comply with “Maine Erosion and Sedimentation Control Handbook for Construction: Best Management Practices,” Cumberland County Soil and Water Conservation District and Maine Department of Environmental Protection, March 1991.
- b. **Avoidance of Water Bodies:** No portion of a ramp or related facilities may be located in, on, or over wetlands, other than the water body being accessed, identified as P-WL1M on the Commission’s zoning map for the project area. Parking areas, access roads, and paths must not be located in a stream, wetland designated as P-WL1M, or other water body, except that an access roadway may cross a stream if requirements of Section 10.27,D, pertaining to water crossings, are met.
- c. **Maintenance of Vegetated Buffer:** Trailered ramps, hand-carry launches, and associated facilities must be designed to minimize disturbance to the water body’s vegetated buffer. A vegetated buffer zone at least 25 feet wide for public facilities (100 feet for private

facilities) must be maintained or established between any parking area and the water body. In the case of private trailered ramps, if the lot does not have a well established vegetated buffer consisting of trees, shrubs and woody or herbaceous ground cover within 100 feet of the normal high water mark of the water body, the applicant must propose to enhance the existing shoreland buffer to compensate for the loss of vegetated buffer due to construction of the ramp.

- d. **Runoff Diversion:** Parking areas, access roads, and paths must divert runoff away from the ramp or launch to an area where it will infiltrate into the ground or pass through a sedimentation basin before reaching the water body. For private facilities, the total land area above the normal high water mark that drains directly into the water body along the approach or from cut slopes must be no greater than 200% of the area of the ramp or launch lane above the normal high water mark.
- e. **Trailered Ramps**
 - (1) A public trailered ramp having a slope in excess of 8% must be hard-surfaced except where the agency responsible for maintaining the facility anticipates a level of use that does not justify the expense of a hard surface facility. Should the level of use increase such that erosion problems become evident, the responsible agency shall insure that appropriate measures are taken to repair such erosion and avoid any further erosion.
 - (2) Private trailered ramps shall not be hard surfaced. Private sites shall be limited to those areas where the portion of the ramp below the normal high water mark is composed of natural sand, gravel or cobble bottoms.
 - (3) The portion of the ramp used by the towing vehicle may not have a slope that exceeds 15% within 100 feet of the normal high water mark. The portion of the ramp used by the trailer only may not have a slope that exceeds 20%;
 - (4) The width of the ramp lane must not exceed 20 feet for public or commercial trailered ramps, or 10 feet for private trailered ramps;
 - (5) The uppermost 6 inches of the base must consist of crushed rock or screened gravel having 5% or less material passing a 200 mesh sieve;
 - (6) Cut or filled slopes at or below the normal high water mark must be protected with riprap; cut or filled slopes above the normal high water mark must be protected by vegetation or riprap so they do not erode; and
 - (7) The total area disturbed in the construction of private facilities shall not exceed 1000 square feet within 50 feet of the normal high water mark.
- f. **Associated Docking Systems:** For a public or commercial trailered ramp, an additional area up to 8 feet wide may be constructed using bituminous pavement, precast concrete planks, panels or slabs to support docking systems.
- g. **Hand-carry Launch:** A hand-carry launch must meet the following specifications:
 - (1) The hand-carry launch area and access pathway must not be hard surfaced and must be constructed of gravel, rock, vegetation, or other natural erosion resistant materials;
 - (2) The sloped portion of the launch above the normal high water mark must have a slope no greater than 18%;

- (3) The access path must have a maximum width of 6 feet and must have at least one bend to divert channelized runoff; and
- (4) A landing area that is cleared of obstructions must be no wider than 20 feet and must extend no more than 20 horizontal feet below normal high water mark.
- (5) Filled or cut slopes at or below the normal high water mark must be protected with riprap.

Within those zones where hand-carry launches are allowed without a permit, the standards for hand-carry launches may be exceeded upon issuance of a permit.

- h. Geoweb: Geoweb cellular confinement system must not be used below or within two vertical feet above the normal high water mark of the water body.
- i. Concrete: Uncured concrete must not be placed directly into the water. Concrete must be pre-cast and cured at least three weeks before placing it in the water or, where necessary, must be placed in forms and must cure at least one week before the forms are removed.
- j. Washing: No washing of tools, forms, or similar material may occur in or adjacent to the water body or wetland.
- k. Lumber: The use of untreated lumber is preferred. Pressure-treated wood approved by the U.S. Environmental Protection Agency for dock construction may be used. Chromated copper arsenate (CCA) treated wood must not be used in freshwater environments. Creosote or pentachlorophenol (PCP) treated wood must not be used.
- l. Machinery in Water: Machinery may enter the water traveling or operating only on newly placed material or temporary mats and only when necessary to excavate or place material below the water level.
- m. Debris: Any debris generated during the work must be prevented from washing into the water and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Solid Waste Law, 38 M.R.S.A. §1301 et seq.
- n. Dimensional requirements: The shoreline frontage requirement for public boat launches may be waived to no less than 200 feet provided the applicant demonstrates there will be no undue adverse impact to existing uses in the project area.

M. SERVICE DROPS

Service drops not in conformance with the standards of this section are prohibited. A permit is not required for a service drop provided one of the following conditions is met:

1. The Commission has issued a permit for the structure or development to be served; or
2. The Commission has confirmed, in writing, that the structure or development to be served is exempt from the Commission's permitting requirements.

N. HOME OCCUPATIONS

Except as hereinafter provided, home occupations not in conformance with the standards of this section are prohibited.

1. Minor Home Occupation

- a. Purpose. The intent of this section is to allow minor home occupations under the conditions stated herein in certain zones without requiring a permit.
- b. Size. A home child day care provider or home adult day services program without outside staff and caring for no more than six children or adults is considered a minor home occupation, but is not subject to the limitations on percent and floor area of the structure utilized.
- c. Employees. No employees outside the resident family may regularly work on the premises.
- d. Exterior effects. There must be no exterior display, no exterior storage of materials, and no other exterior indications of a minor home occupation with the following exceptions:
 - (1) outdoor activity areas are allowed for home child day care providers and home adult day services programs,
 - (2) signs are allowed in conformance with Section 10.27,J except in D-RS2M and D-RS3M zones where one unlighted sign no greater than two square feet in area is allowed for the home occupation, and
 - (3) vehicles and equipment as allowed below in Section 10.27,N,1,h.
- e. Nuisances. A minor home occupation must not generate any noise, vibration, smoke, fumes, dust, odors, heat, light, glare, electrical interference, or other effects such that levels common to a residential area are exceeded beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily dwelling.
- f. Traffic. A minor home occupation must not attract clients, customers, or students to the premises for sales or services on a regular basis, except for home child day care providers or home adult day services programs. The level of vehicular traffic generated by a home occupation must not significantly exceed that generated by a residence.
- g. Parking. A minor home occupation must not result in more than occasional, short-term parking, except for home child day care or adult day services providers.
- h. Vehicles and equipment. A minor home occupation must not involve the regular on-premise use or storage of more than one tractor truck and semitrailer and one piece of heavy equipment such as construction equipment.
- i. Hazardous wastes. A minor home occupation must not generate hazardous wastes in amounts that exceed normal residential household quantities.

2. Major Home Occupations

- a. Purpose. The intent of this section is to allow major home occupations in certain zones through the issuance of permits.

- b. **Size.** A home child day care provider or home adult day services program with outside staff and caring for up to 12 children or adults is considered a major home occupation, but is not subject to the limitation on the percent and floor area of the structure utilized.
- Adaptive rehabilitation and reuse of existing accessory structures for major home occupations may exceed the size limitations of such home occupations if the following conditions are met:
- (1) The structure is a legally existing accessory structure constructed before October 31, 2000, and
 - (2) The structure will not be expanded in size.
- c. **Employees.** No more than two people outside the resident family may work simultaneously on the premises in connection with all home occupations on the premises.
- d. **Exterior effects.** There must be no exterior display, no exterior storage of materials, and no other exterior indications of a major home occupation with the following exceptions:
- (1) outdoor activity areas are allowed for home child day care providers and home adult day services programs,
 - (2) signs are allowed in conformance with Section 10.27,J except in D-RS2M and D-RS3M zones where one unlighted sign no greater than four square feet in area is allowed for the home occupation, and
 - (3) vehicles and equipment as defined below in Section 10.27,N,1,h.
- e. **Nuisances.** A major home occupation must not generate any noise, vibration, smoke, fumes, dust, odors, heat, light, glare, electrical interference, or other effects such that levels common to a residential area are exceeded beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily dwelling.
- f. **Traffic.** The level of vehicular traffic generated by a home occupation must not significantly exceed that generated by a residence, except for home child day care providers or home adult day services programs.
- g. **Parking.** Adequate off-street parking must be provided for the vehicles of employees and other visitors of the home occupation during peak operating hours, not to exceed six spaces, and must be effectively screened from the view of adjacent properties, access roads, and water bodies other than waters draining less than 50 square miles.
- h. **Vehicles and equipment.** A major home occupation must not involve the regular on-premise use or storage of more than an aggregate of four tractor trucks and semitrailers and/or pieces of heavy equipment such as construction equipment.
- i. **Hazardous wastes.** A major home occupation must not generate or store quantities of hazardous wastes that exceed the amounts set for “Small Quantity Generators” by the Maine Department of Environmental Protection (DEP) and must meet the requirements of DEP rules, Chapter 850 DEP Rules, Section 3(A)(5)(d)(vii), if applicable.

O. INTENTIONALLY DELETED

**LAND USE ZONES AND STANDARDS FOR THE CONCEPT PLAN
FOR PLUM CREEK'S LANDS IN THE MOOSEHEAD LAKE
REGION**

TABLE OF CONTENTS

Appendices

- A. Sample Determination to Identify Water Quality Limiting Lakes
- B. Guidelines for Vegetative Stabilization
- C. Alphabetical List of Lakes Showing Wildlands Lake Assessment Findings
- D. Alphabetical List of Lakes On Which the Use Of Personal Watercraft is Prohibited
- E. FEMA Maps for LURC Jurisdiction
- F. Land Use Guidance Maps 1-15

APPENDIX A. SAMPLE DETERMINATIONS TO IDENTIFY WATER QUALITY LIMITING LAKES

Purpose. The purpose of the following is to determine those lakes where a density of one dwelling unit per 150* feet of shoreline of the lake would increase the phosphorus concentration of the lake water by 5 parts per billion or more.

Method. The maximum change in phosphorus loading will be determined by:

$$(1) \Delta L = \Delta P \times DA \times R$$

where

Δ	= change
L	= phosphorus loading
ΔP	= phosphorus concentration
ΔP	= .005 grams/meters ³ (approximately equivalent to 5 parts per billion)
R	= run-off coefficient (average annual run-off)
DA	= drainage area

Assuming 1/4 time occupancy, four people per dwelling, and a contribution of $.4 \times 10^3$ grams of phosphorus per person per year to the body of water, the water quality limitation to shoreline development is:

$$(2) \frac{\text{max. } \Delta L}{.4 \times 10^3 \text{ grams per year}} = \text{number of dwelling units}$$

If development was allowed to a density of 1 dwelling unit per 150 feet of shoreline, the maximum number of dwellings allowed according to shoreline length only would be:

$$(3) \frac{\text{shoreline length}}{150 \text{ feet}} = \text{number of dwelling units}$$

If (3) is greater than (2), the lake is a water quality limiting lake;

If (2) is greater than (3), the lake is not a water quality limiting lake;

*Since the minimum shore lot frontage on Great Ponds is 100 feet measured as a straight line between the points of intersection of side lot lines with the normal high water mark of the shoreline, and due to the irregularity of shoreline, the actual average shoreline measure along the normal high water mark for such lot is estimated to be 150 feet.

Sample 1

Madawaska Lake, Aroostook County

Characteristics:

Drainage area	= 82.9 x 10 ⁶ m ²
Run-off coefficient	= .5 m/year
Shoreline length	= 54,000 feet
ΔP	= .005 grams

Calculations:

- (1) Maximum ΔL = 20.7 x 10⁴ grams per year
- (2) Number of dwelling units allowed based on water quality limitations = 518 dwelling units
- (3) Number of dwelling units allowed based on shoreline length = 360 dwelling units

Result: Madawaska Lake is not a water quality limiting lake.

Sample 2

Tomah Lake, Washington County

Characteristics:

Drainage Area	= 1.8 x 10 ⁶ m ²
Run-off coefficient	= .6 m/year
Shoreline length	= 7,000 feet
ΔP	= .005 grams

Calculations:

- (1) Maximum ΔL = 5.4 x 10³ grams per year
- (2) Number of dwelling units allowed based on water quality limitations = 14 dwelling units.
- (3) Number of dwelling units allowed based on shoreline length = 47 dwelling units.

Result: Tomah Lake is a water quality limiting lake.

APPENDIX B. GUIDELINES FOR VEGETATIVE STABILIZATION

Areas of disturbed soil, including but not limited to areas that are filled, graded or otherwise disturbed during construction projects, should be stabilized according to the following guidelines. These guidelines do not apply to forest management activities and are not strict regulations, and therefore alternative methods of stabilizing soil may be used. However, whenever soil stabilization or stabilization of disturbed areas is required by regulation or by the terms of individual permits, individuals must assure that either these guidelines, or measures equally effective in stabilizing disturbed areas of soil are employed.

The goals to be achieved by proper stabilization are the avoidance of accelerated soil erosion and the avoidance of sedimentation or pollution of water bodies. All stabilization measures must be maintained so that grass or other vegetation remains intact and healthy, otherwise these measures will be ineffective.

In General:

1. Sterile soils such as sands and gravels should be covered with 2 to 4 inches of soil medium that will support vegetative growth.
2. Disturbed soil areas should be graded such that runoff water is either minimized or eliminated from running over the site.
3. Disturbed areas which can be seeded between May 1 and September 15 should be prepared and seeded during that period.
4. Disturbed areas which cannot be seeded between May 1 and September 15 should be mulched with hay, straw or some other suitable material to keep them as stable as possible over the winter, and particularly during spring runoff the following year. For over-wintering, mulch must be tacked down, as it is easily blown around on frozen ground, leaving areas of soil exposed. Mulch hay should be applied at a depth of 4 inches, or between 150 to 200 lbs. per 1000 square feet, over the disturbed site. Mulched over-wintered areas should be prepared and seeded the following spring as soon as conditions allow.

It is not recommended that disturbed areas be seeded after September 15th ("dormant seeding") for a number of reasons. Among the reasons, seeding rates are doubled, which is more expensive; timing is critical to ensure that germination does not occur before the following spring; there is an increased risk of sedimentation because sites are generally wetter in the fall; the thicker mulch must be removed in the spring in order to allow the germinating seed to survive; and the application of fertilizer during this time increases the risk of leaching or runoff loss of nutrients into water bodies.

5. Seeding preparation, in addition to providing a soil medium that will support vegetative growth if the site is sterile, includes the application of lime and fertilizer, which should be lightly raked prior to seeding. After the area is seeded, it should be lightly watered and then mulched with 70 to 90 lbs. (2 standard bales) per 1,000 square feet of weed free hay or straw to protect the seed. Keep the site stable and moist, and allow the seed to germinate and grow.
6. For accurate liming as well as fertilization, it is recommended that you have the soil analyzed to determine the specific nutrient requirements of your site.

Lime should be applied at a rate of approximately 140 pounds to 1000 square feet of area. This rate may vary depending on the natural conditions of the soil on the site. 10-5-20 fertilizer should be applied at a rate of 18.5 lbs. per 1000 square feet of area. Following the establishment of vegetation, non-phosphorous fertilizer should be used in accordance with the Department of Environmental Protection's recommendations.

7. In shoreland areas in particular, fertilizers should be of the "quick release" low phosphorus type, such as 12-4-8 mixtures applied at a rate of 8 pounds per 1000 square feet of area. If you are near water bodies, it is important not to apply more than approximately this amount of fertilizer, as excess may be washed into streams or lakes and contribute to lowering water quality and such things as algae blooms in lakes.

Following the establishment of vegetation, non-phosphorous fertilizer should be used in accordance with the Department of Environmental Protection's recommendations.

Fertilizers should never be applied right before thunder storms or before spring runoff, because the great amounts of water running over the land will wash the fertilizer, particularly phosphorus, into water bodies. However, a light watering after the fertilizer is applied will help bind the phosphorus to the soil.

8. There are many combinations of grasses that can be used. One combination particularly good for providing soil stability, generally referred to as the Soil Conservation Mixture, consists of: (Proportions, by weight)

Creeping Red Fescue	35%	Kentucky Bluegrass	25%
Annual Rye Grass	15%	Perennial Rye Grass	10%
Red Top	10%	White Dutch Clover	5%
* Oats - See Below			

This seed would be applied at a rate of 1 pound per 1000 square feet. These particular grasses do best if mowed no closer than 2-1/2 to 3 inches from the ground. Of course, other seed mixtures are available.

It is important, in choosing a mixture, to choose one suitable for the site being stabilized. There are many different types of seeding mixtures designed for particular site conditions such as shade, sun, and drainage. Any mix should contain some seed which germinates rapidly to provide the quickest stabilization possible while awaiting the germination of the remaining types.

- (*) For quick germination, oats are very good. They germinate in 7 to 10 days. They should be planted at a rate of approximately 1 to 1-1/2 bushels per acre, in addition to the basic grass mixture. Oats should be mowed when they reach knee height to allow the germinating grasses to receive sunlight.

Alternatives:

As indicated above, other stabilization programs may be used, provided they are equivalently effective in stabilizing disturbed areas and preventing accelerated soil erosion and sedimentation of water bodies. Further assistance may be obtained, including in some cases site-specific recommendations, as follows:

- Local Soil and Water Conservation Districts
- The USDA Natural Resource Conservation Service
- Maine Department of Environmental Protection, Lakes Program
- Landscaping Professionals
- Reputable Lawn and Garden Supply Dealers

The following documents may provide valuable assistance to those developing a soil stabilization plan:

Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices (Cumberland County Soil & Water Conservation District and Maine Department of Environmental Protection, 1991)

Strategy for Managing Nonpoint Source Pollution From Agricultural Sources and Best Management Guidelines (NPS Agricultural Task Force, 1991)

Erosion and Sediment Control Handbook for Maine Timber Harvesting Operations, Best Management Practices (Maine Forest Service, 1991)

APPENDIX C. ALPHABETICAL LIST OF LAKES SHOWING WILDLANDS LAKE ASSESSMENT FINDINGS

LEGEND TO APPENDIX C:

Resource Ratings:

FSH	= Fisheries	O	= Outstanding
WLD	= Wildlife*	S	= Significant
SC	= Scenic	P	= Present
SH	= Shore Character	m	= missing information
BOT	= Botanic	+,-	= resource needing further field checking due to public comment
CLT	= Cultural		
PHY	= Physical		(+ = positive comment; - = negative comment)

An "" after the wildlife rating indicates an outstanding wildlife value due to an especially concentrated and diverse wildlife value -- one of the criteria for a Management Class 2 Lake.

Resource Class:

- 1A** = lakes of statewide significance with two or more outstanding values
- 1B** = lakes of statewide significance with one outstanding value
- 2** = lakes of regional significance (with no outstanding values but at least one significant resource value)
- 3** = lakes of local or unknown significance (either had no significant or outstanding natural value or information was inadequate to make a determination)

Land Use:

- INAC** = Relatively Inaccessible--has no road passable with a 2-wheel drive car within approximately 1/4 mile of the lake shore
- AC** = Relatively Accessible
- UNDEV** = Relatively Undeveloped--has less than one development unit per shore mile, taken as an average over the entire lake (a development unit is defined as a single residence, small sporting camp cluster, or similar development)
- DEV** = Relatively Developed

Management Class:

- 1 = least accessible, undeveloped high value lakes
 - 1/6 = meets criteria for Mgnt Class 1, but adequately protected by Mgnt Class 6 zoning (remote ponds)
- 2 = accessible, undeveloped lakes with exceptional values
- 3 = lakes potentially suitable for development
- 4 = high value, developed lakes
- 5 = heavily developed lakes
- 6 = remote ponds

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
	LAKE#	TOWN NAME		REG	SIZE(AC)	FSH	WLD	SC	SH	BOT		CLT	PHY		ACCESS
ABBIE P	3360	BOWMANTOWN TWP	D	12	S								AC	DEV	
ABOL DEADWATER	2058	T02 R10 WELS	F	150	O					S		1B	AC	UNDEV	
ACKLEY P	2200	MT CHASE	F	19			S					2	AC	UNDEV	
ALDER L	1778	T11 R04 WELS	G	160								3	AC	UNDEV	
ALDER P	0120	T03 R05 BKP WKR	D	108								3	INAC	UNDEV	
ALDER P	2504	ALDER BROOK TWP	E	37	S		S			S		2	AC	UNDEV	
ALLAGASH L	9787	T08 R14 WELS	E	4260	O	O	O	O		S	O	1A	AC	UNDEV	2
ALLAGASH P	2970	T09 R15 WELS	G	89	S					S		2	AC	UNDEV	
ALLEN P	4516	T35 MD	C	83	m	S	S-					2	INAC	DEV	
ALLEN P (LOWER)	4504	T34 MD	C	51	m							3	INAC	UNDEV	
ALLEN P (MIDDLE)	4502	T34 MD	C	32	m							3	AC	UNDEV	
ALLEN P (UPPER)	4500	T34 MD	C	44	m							3	AC	UNDEV	
ALLIGATOR L	4498	T34 MD	C	1159	O		O	S				1A	AC	UNDEV	2
ALLIGATOR P	0502	TA R11 WELS	E	47	S							2	INAC	UNDEV	6
AMBEJEJUS L	PAMB	T01 R09 WELS	F	3289	S		S	S		O	S	1A	AC	DEV	3,5
ANDERSON P	4426	T10 SD	C	16	m							3	INAC	UNDEV	
ARNOLD P	3332	COBURN GORE	D	148	S		O			O		1A	AC	DEV	4
ATKINS P	4176	T08 R09 WELS	G	32								3	INAC	UNDEV	
ATTEAN P	2682	ATTEAN TWP	E	2745	O		O	O	O		O	1A	AC	UNDEV	2
ATWOOD P	4250	T05 R08 WELS	F	50	S		S					2	INAC	UNDEV	
AUSTIN P	0278	BALD MTN TWP T2R3	D	684	S							2	AC	UNDEV	
AUSTIN P	2410	T05 R17 WELS	E	43								3	INAC	UNDEV	
AUSTIN P (LITTLE)	0244	BALD MTN TWP T2R3	D	110	S							2	AC	UNDEV	
AVERY P	3001	T07 R15 WELS	E	60								3	AC	UNDEV	
AZISCOHOS L	3290	LINCOLN PLT	D	6700	O	O	S	S		O	S	1A	AC	DEV	
AZISCOHOS L (SOUTH)	AZ01	LINCOLN PLT	D	2000	O	O	S	S		O	S	1A	AC	DEV	3
AZISCOHOS L (NORTH)	AZ02	PARKERTOWN TWP	D	4700	O	O	S	S		O	S	1A	AC	DEV	
AZISCOHOS P	3106	MAGALLOWAY PLT	D	12	S							1B	INAC	UNDEV	6
B LAKE	1718	HAMMOND	G	66	m							3	INAC	UNDEV	
B POND	0478	TB R11 WELS	F	644	O		S			S		1B	AC	UNDEV	
BAIT P	0978	T04 INDIAN PURCHASE	F	20								3	AC	UNDEV	
BAKER FLOWAGE	0272	MAYFIELD TWP	D	40		S				S		2	INAC	UNDEV	
BAKER L	2400	T07 R17 WELS	E	1231	S					S	S	2	AC	UNDEV	
BAKER P	0422	BOWDOIN COL GR WEST	E	10	m							3	INAC	UNDEV	6
BAKER P	4060	MOXIE GORE	D	93								3	AC	UNDEV	
BARER P	4122	TOMHEGAN TWP	E	74								3	AC	UNDEV	
BAKER P	5110	T05 R06 BKP WKR	E	270	O		S					1B	AC	UNDEV	
BAKER STREAM P	7104	BALD MTN TWP T2R3	D	12	S							2	AC	DEV	5
BALD MOUNTAIN P	0314	BALD MTN TWP T2R3	D	1152	O	O	O	O				1A	AC	UNDEV	2
BARBLESS P	4384	T07 SD	C	10								3	AC	UNDEV	
BARKER P	3118	BOWMANTOWN TWP	D	35	S							2	AC	UNDEV	
BARREN P	1220	T19 MD BPP	C	11								3	AC	UNDEV	
BARRETT P	2658	HOLEB TWP	E	34	S							2	AC	UNDEV	
BARTLETT P	1986	T10 R09 WELS	G	77	S	S						2	AC	UNDEV	
BARTLEY P (BIG)	2656	HOLEB TWP	E	10								3	INAC	UNDEV	
BARTLEY P (LITTLE)	2664	HOLEB TWP	E	10								3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS						RESOURCE CLASS	LAND USE		MGNT CLASS	
					FSH	WLD	SC	SH	BOT	CLT		PHY	ACCESS		DEV
BASIN P	0042	PIERCE POND TWP	D	80	S	S						2	INAC	UNDEV	
BASKAHEGAN L	1078	BROOKTON TWP	F	6944	S	O				S	S	1B	AC	UNDEV	
BAY P (WEST)	4396	T07 SD	C	249		O						1B	INAC	UNDEV	1
BEAN P	0656	T02 R12 WELS	E	16	m							3	INAC	UNDEV	6
BEAN P	1880	T11 R17 WELS	G	44							P	3	AC	UNDEV	
BEAN P (LOWER)	0646	RAINBOW TWP	E	37	S	S						2	INAC	UNDEV	6
BEAN P (MIDDLE)	0648	RAINBOW TWP	E	10		S						2	INAC	UNDEV	6
BEAN P (UPPER)	0650	RAINBOW TWP	E	25	S	S					S	2	INAC	UNDEV	6
BEAN POT P	4026	T05 R15 WELS	E	52								3	AC	UNDEV	
BEANS (BEAN) P	0204	PLEASANT RIDGE PLT	D	20	S							2	INAC	UNDEV	
BEAR BROOK BOG	4020	T06 R15 WELS	E	15	m	S						2	INAC	UNDEV	
BEAR P	0528	TA R11 WELS	E	12								3	AC	UNDEV	
BEAR P	0636	RAINBOW TWP	E	30	S						S	2	INAC	UNDEV	6
BEAR P	0882	ELLIOTTSVILLE TWP	E	17	m							3	INAC	UNDEV	
BEAR P	2136	T03 R09 NWP	F	10								3	INAC	UNDEV	
BEAR P	2934	T02 R13 WELS	E	81	S							2	INAC	UNDEV	
BEAR P	4018	T06 R15 WELS	E	138		S	O					1B	INAC	UNDEV	6
BEAR P	4480	T28 MD	C	19	m							3	AC	UNDEV	
BEATTIE P	5066	BEATTIE TWP	E	27	S							2	INAC	DEV	6
BEAU L	9785	T19 R11 WELS	G	2003	S					S	S	1B	AC	UNDEV	3
BEAVER MOUNTAIN L	3562	SANDY RIVER PLT	D	543	S		S					2	AC	DEV	5
BEAVER P	0484	SHAWTOWN TWP	E	27	S							2	INAC	UNDEV	6
BEAVER P	0670	T03 R11 WELS	E	15	m		S	S				2	INAC	UNDEV	6
BEAVER P	1662	T14 R05 WELS	G	10								3	AC	UNDEV	
BEAVER P	1872	T12 R17 WELS	G	70							P	3	AC	UNDEV	
BEAVER P	2636	FORSYTH TWP	E	10								3	AC	UNDEV	
BEAVER P	3076	T08 R05 WELS	G	67								3	AC	UNDEV	
BEAVER P	3310	MAGALLOWAY PLT	D	179	O		O-					1A	AC	UNDEV	2
BEAVER P	3354	SEVEN PONDS TWP	D	20	S							2	AC	DEV	5
BEAVER P	3588	TOWNSHIP D	D	20	S							2	AC	UNDEV	
BEAVER P	7309	T42 MD BPP	C	20	m							3	INAC	UNDEV	
BEAVER P	8739	RANGELEY PLT	D	14								3	AC	UNDEV	
BEAVER P	9756	ALDER BROOK TWP	E	12								3	AC	UNDEV	
BEAVER P (BIG)	0610	RAINBOW TWP	E	45	S							2	INAC	UNDEV	6
BEAVER P (BIG)	4162	T07 R09 WELS	F	329	S		+	S			+	2	INAC	UNDEV	
BEAVER P (LITTLE)	0612	T03 R11 WELS	E	10	m							3	INAC	UNDEV	6
BEAVER P (LITTLE)	3312	MAGALLOWAY PLT	D	50	S							2	AC	DEV	
BEAVER P (LITTLE)	4164	T07 R09 WELS	G	122	S							2	AC	UNDEV	
BEAVER P (LITTLE)	9700	RAINBOW TWP	E	8								3	INAC	UNDEV	6
BEAVER TAIL P	1536	T14 R09 WELS	G	128	S		S+					2	AC	UNDEV	
BEAVERDAM L (NORTH)	1312	T26 ED BPP	C	147	S							3	AC	UNDEV	
BEAVERDAM L (SOUTH)	1232	T26 ED BPP	C	160	m							3	INAC	UNDEV	
BECK P	5142	T03 R05 BKP WKR	D	32	S						O	1B	AC	UNDEV	
BEN L	1638	WALLAGRASS PLT	G	37	S							2	AC	UNDEV	
BENJAMIN P	2684	ATTEAN TWP	E	121	m		S+	S+				2	INAC	UNDEV	6

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
BENSON P (BIG)	0864	T07 R09 NWP	E	320	O		O+			S		1B	AC	UNDEV	2
BERRY P	2550	JOHNSON MOUNTAIN TWP	E	35						S		2	INAC	UNDEV	
BERRY P	2930	T02 R13 WELS	E	71	S							2	AC	UNDEV	
BERRY P (LITTLE)	2554	JOHNSON MOUNTAIN TWP	E	12								3	AC	UNDEV	
BERRY P (LITTLE)	2932	T02 R13 WELS	E	15								3	INAC	UNDEV	
BIG BOG	2412	T05 R18 WELS	E	1064								3	AC	UNDEV	
BIG BROOK L	1480	T14 R10 WELS	G	60								3	INAC	UNDEV	
BIG L	1288	NO 21 TWP	C	10305	O	O	+		O	O		1A	AC	DEV	3
BIGELOW P	3318	MAGALLOWAY PLT	D	10								3	AC	UNDEV	
BILL MORRIS P	0128	T03 R05 BKP WKR	D	23	S							2	INAC	UNDEV	
BILLINGS P	1970	T11 R09 WELS	G	64								3	AC	UNDEV	
BILLINGS P #1	3108	PARMACHENEE TWP	D	20						S-		2	INAC	UNDEV	
BILLINGS P #2	3110	PARMACHENEE TWP	D	10						S-		2	INAC	UNDEV	
BIRCH RIDGE P # 1	0514	TA R11 WELS	E	11	S							2	INAC	UNDEV	6
BISHOP P	1572	T13 R07 WELS	G	13								3	AC	UNDEV	
BLACK BROOK DWTR	9706	T02 R12 WELS	E	30								3	INAC	UNDEV	
BLACK BROOK L (BIG)	1860	CASWELL PLT	G	62								3	INAC	UNDEV	
BLACK BROOK L (LIT)	1862	CASWELL PLT	G	13								3	INAC	UNDEV	
BLACK BROOK P	0040	PIERCE POND TWP	D	47		S						2	INAC	UNDEV	
BLACK BROOK P	4062	MOXIE GORE	D	333	S	S						2	AC	UNDEV	
BLACK BROOK P #1	1184	T19 MD BPP	C	13								3	AC	UNDEV	
BLACK BROOK P #6	1192	T25 MD BPP	C	19								3	AC	UNDEV	
BLACK CAT P	3086	T08 R06 WELS	G	27	m							3	INAC	UNDEV	
BLACK L	1506	T15 R09 WELS	G	147	O		S					1B	INAC	UNDEV	1/6
BLACK L	1568	T16 R09 WELS	G	10								3	INAC	UNDEV	
BLACK P	0454	T01 R12 WELS	E	127								3	AC	UNDEV	
BLACK P	1622	ST JOHN PLT	G	21	S							2	AC	UNDEV	
BLACK P	2896	T06 R14 WELS	E	1450	m					S		2	AC	UNDEV	
BLACK P (LITTLE NO)	1508	T15 R09 WELS	G	6	S		S					2	INAC	UNDEV	6
BLACK P (LITTLE S0)	1510	T15 R09 WELS	G	7	S		S					2	INAC	UNDEV	6
BLACK P (LOWER)	7724	OXBOW TWP	D	30	O							1B	AC	DEV	
BLACK P (UPPER)	3362	BOWMANTOWN TWP	D	30	S							2	AC	UNDEV	
BLACK SPRUCE P	2844	T08 R10 WELS	G	12								3	AC	UNDEV	
BLAKE L	1648	T16 R06 WELS	G	128	S							2	AC	UNDEV	
BLAKESLEE L	5114	T05 R06 BKP WKR	E	55	O		S					1B	AC	UNDEV	
BLANCHARD P	5056	ALDER STREAM TWP	D	9						O		1B	INAC	UNDEV	
BLANCHARD P #1	2366	LANG TWP	D	4						O		1B	AC	UNDEV	
BLOOD (DUCK) P	2928	T02 R13 WELS	E	48	S							2	AC	UNDEV	
BLOOD L	1458	T14 R16 WELS	G	18								3	INAC	UNDEV	
BLUE P	1468	T13 R13 WELS	G	11								3	AC	UNDEV	
BLUFF P	0434	FRENCHTOWN TWP	E	10	S					S		2	INAC	UNDEV	6
BLUFFER P	2794	T08 R11 WELS	G	40	S	+	+		+			2	INAC	UNDEV	
BLUFFER P (LITTLE)	2796	T08 R11 WELS	G	12	S	+						2	INAC	UNDEV	
BLUFFER P (UPPER)	2798	T08 R11 WELS	G	15	S	+						2	INAC	UNDEV	6
BOARDWAY P (BIG)	0494	TA R11 WELS	E	15	S					S		2	INAC	UNDEV	6
BOARDWAY P (LITTLE)	0496	TA R11 WELS	E	10						S		2	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
	LAKE#	TOWN NAME		REG	SIZE(AC)	FSE	WLD	SC	SH	BOT		CLT	PHY		ACCESS
BOBS P	2426	T04 R17 WELS	E	27								3	AC	UNDEV	
BOG L	1376	MARION TWP	C	25		S					O	1B	INAC	UNDEV	
BOG L	1664	T14 R05 WELS	G	28		S						2	AC	UNDEV	
BOG P	0530	TA R11 WELS	E	40								3	INAC	UNDEV	
BOG P	0944	T03 R09 NWP	F	44								3	AC	UNDEV	
BOG P	2680	ATTEAN TWP	E	95				+	+		S	2	INAC	UNDEV	
BOG P	2864	T07 R12 WELS	E	35								3	INAC	UNDEV	
BOGUS MEADOW P	4380	T07 SD	C	26	S	O	S					1B	INAC	UNDEV	1
BOODY P	3000	T08 R08 WELS	G	28								3	AC	UNDEV	
BOOT P	0816	T07 R09 NWP	E	17								3	INAC	UNDEV	
BOTTLE L	4702	LAKEVILLE	F	281	S		S					2	AC	DEV	5
BOTTLE P	2070	T02 R09 WELS	F	90			S					2	INAC	UNDEV	
BOULDER P	2672	T05 R07 BRP WKR	E	30	m							3	INAC	UNDEV	6
BOUNDARY P	5070	BRATTIE TWP	E	70	S				S			2	AC	UNDEV	
BOUNDARY P (SOUTH)	3346	MASSACHUSETTS GORE	D	10	S							2	INAC	UNDEV	
BOWLES L	1154	T31 MD BPP	C	64		S						2	AC	UNDEV	
BOWLIN P	2188	T05 R08 WELS	F	115	S		S					2	AC	UNDEV	3
BOWLIN P (LITTLE)	2194	T05 R07 WELS	F	34	S							2	INAC	UNDEV	6
BOYD L	2158	ORNEVILLE TWP	F	1005	S					S	O	1B	AC	DEV	5
BRACEY P	4508	T34 MD	C	14	S							2	AC	UNDEV	
BRACKETT P	0290	BLANCHARD PLT	E	10	m							3	INAC	UNDEV	6
BRADFORD P	3651	MORO PLT	G	12	m							3	INAC	UNDEV	
BRALEY L	1696	T03 R04 WELS	F	147								3	AC	UNDEV	
BRANCH L (EAST)	2130	T03 R09 NWP	F	1100							S	2	AC	UNDEV	
BRANCH L (SOUTH)	2144	SEBOEIS PLT	F	2035	S	S				S		2	AC	DEV	
BRANCH P (1ST WEST)	0440	SHAWTOWN TWP	E	119	O		+					1B	AC	DEV	
BRANCH P (2ND&3RD W)	0442	SHAWTOWN TWP	E	214	O		S+					1B	AC	UNDEV	
BRANCH P (EAST)	2822	T07 R11 WELS	E	45	S							2	INAC	UNDEV	
BRANCH P (MIDDLE)	0912	T05 R09 NWP	F	34	O							1B	INAC	UNDEV	1/6
BRANDY P	1704	WEBBERTOWN TWP	G	28								3	AC	UNDEV	
BRANDY P	2898	CHESUNCOOK TWP	E	650		S						2	INAC	UNDEV	
BRANDY P	9651	T39 MD	F	723	S	O					S	1B	AC	DEV	3
BRASSUA L	4120	ROCKWOOD STRIP-EAST	E	8979	S					O		1B	AC	DEV	3
BRAYLEY P	2706	T07 R10 WELS	F	6								3	INAC	UNDEV	6
BROKEN BRIDGE P	3264	ALBANY TWP	A	20	S							2	AC	UNDEV	
BROWN P	0788	BOWDOIN COL GR WEST	E	18	S							2	AC	UNDEV	
BROWN P	4178	T08 R09 WELS	G	104	S							2	INAC	UNDEV	
BRULEAU P	1456	T14 R15 WELS	G	35								3	INAC	UNDEV	
BUCK P	0644	RAINBOW TWP	E	6								3	INAC	UNDEV	6
BUCKLEY P	2840	T08 R10 WELS	G	18	S	+	+					2	INAC	UNDEV	
BURNHAM P	0392	BIG SQUAW TWP	E	426	S	S						2	AC	UNDEV	
BURNT P	1996	T09 R07 WELS	G	10								3	INAC	UNDEV	
BURNTLAND L	4792	T35 MD	C	80	S	S						2	AC	UNDEV	
BURNTLAND P	1878	T12 R17 WELS	G	70							P	3	INAC	UNDEV	
BURNTLAND P	2624	DENNISTOWN PLT	E	10								3	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
BUTLER P	0056	LEXINGTON TWP	D	28						S		2	INAC	UNDEV	
BUTLER P	0166	FLAGSTAFF TWP	D	18								3	AC	UNDEV	
BUTLER P	5132	KING & BARTLETT TWP	D	45	S							2	AC	UNDEV	
BUTTERFIELD L	1848	CASWELL PLT	G	13	S				O			1B	AC	UNDEV	
C POND	3278	C SURPLUS	D	173	S	S	O	S			+	1B	INAC	DEV	
CALL P	0140	LOWER ENCHANTED TWP	D	16								3	AC	UNDEV	
CAMERON BOG	9511	HAMMOND	G	18								3	INAC	UNDEV	
CAMP P	0822	T07 R09 NWP	E	11								3	AC	UNDEV	
CAMPBELL L	4794	T35 MD	C	35	m					S-		2	AC	DEV	
CAMPBELL P	2574	BLAKE GORE	E	15								3	AC	DEV	5
CANADA FALLS L	2516	PITTSTON ACAD GRANT	E	2627	S	S			S	O		1B	AC	UNDEV	
CAPE HORN P	2568	PRENTISS TWP	E	22								3	INAC	UNDEV	6
CAREY L	3014	T08 R06 WELS	G	93								3	INAC	UNDEV	
CARIBOU L	1692	T03 R04 WELS	F	256						S		2	INAC	UNDEV	
CARIBOU L	CHCA	T02 R12 WELS	E	4600	O	O			O	O	O	1A	AC	DEV	3
CARIBOU P	0176	MT ABRAM TWP	D	10	S							2	AC	UNDEV	
CARIBOU P	1976	T11 R09 WELS	G	12		S						2	AC	UNDEV	
CARIBOU P (BIG)	4142	T07 R10 WELS	F	64	S		S	S	O			1B	INAC	UNDEV	1
CARIBOU P (LITTLE)	4144	T07 R10 WELS	G	10						+		3	INAC	UNDEV	
CARLISLE P	1766	T08 R03 WELS	G	21	m							3	INAC	UNDEV	
CARLOE P	9656	T26 ED BPP	C	20	m							3	INAC	UNDEV	
CARPENTER P	0275	T07 R11 WELS	E	160	S							2	AC	UNDEV	
CARR P	1598	T13 R08 WELS	G	307	S	S						2	AC	UNDEV	
CARRY P	0678	T03 R11 WELS	E	17	S					S		2	AC	UNDEV	
CARRY P	1684	T16 R04 WELS	G	64	S					S		2	INAC	UNDEV	
CARRY P	3016	T08 R07 WELS	G	15								3	INAC	UNDEV	
CARRY P (EAST)	0044	CARRYING PLC TWN TWP	D	267	O					S		1B	AC	DEV	
CARRY P (MIDDLE)	0046	CARRYING PLC TWN TWP	D	126	S					S		2	AC	DEV	
CARRY P (WEST)	0048	CARRYING PLC TWN TWP	D	675	O					O		1A	AC	DEV	4
CASSIDY DEADWATER	2944	T04 R15 WELS	E	236		S					P	2	AC	UNDEV	
CATHANCE L	9661	NO 14 TWP	C	2905	O	O				S	O	1A	AC	DEV	4
CATHANCE L (LITTLE)	1382	NO 14 TWP	C	140	S							2	AC	UNDEV	
CAUCOMGOMOC L	4012	T06 R14 WELS	E	5081	O	O*	S	S		S	O	1A	AC	UNDEV	2
CEDAR L	2004	T03 R09 NWP	F	685	S							2	AC	DEV	5
CEDAR P	0474	TB R10 WELS	F	65	O						S	1B	INAC	UNDEV	1/6
CEDAR P	2654	HOLEB TWP	E	5								3	INAC	UNDEV	6
CEDAR P	2846	T08 R10 WELS	G	15								3	AC	UNDEV	
CENTER P	1582	T10 R08 WELS	G	128	S							2	INAC	UNDEV	
CENTER P	4040	SOLDIERTOWN T2R3NBKP	E	51	S		+			S		2	INAC	DEV	
CHAIN L (FIRST)	1236	T26 ED BPP	C	336	O					S	O	1A	AC	DEV	4
CHAIN L (LOWER)	4732	T05 ND BPP	C	179	S	S						2	INAC	UNDEV	
CHAIN L (MIDDLE)	4734	T04 ND	F	221	S		S					2	AC	UNDEV	
CHAIN L (SECOND)	1234	T26 ED BPP	C	589	O					S	O	1A	AC	DEV	4
CHAIN L (THIRD)	1314	T26 ED BPP	C	157	S							2	INAC	DEV	
CHAIN L (UPPER)	4736	T04 ND	F	717	S							2	AC	UNDEV	
CHAIN OF PONDS	5064	CHAIN OF PONDS TWP	D	700	O	O	O	S		S	O	1A	AC	UNDEV	2

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W REG	SIZE (AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
	LAKE#	TOWN NAME			F8H	WLD	SC	SE	BOT	CLT	PHY		ACCESS	DEV	
CHAIRBACK P (EAST)	0802	T07 R09 NWP	E	46	S						S	2	INAC	UNDEV	6
CHAIRBACK P (WEST)	0796	T07 R09 NWP	E	47	O						S	1B	INAC	UNDEV	1/6
CHALK P	3270	ALBANY TWP	A	25	m							3	AC	DEV	
CHALK P	4478	T22 MD	C	32								3	AC	UNDEV	
CHAMBERLAIN L	2882	T07 R12 WELS	E	11084	O	O				O		1A	AC	UNDEV	
CHAMBERLAIN P	3026	T07 R06 WELS	G	20								3	INAC	UNDEV	
CHANDLER DEADWATER	9179	T09 R08 WELS	G	14	S							2	AC	UNDEV	
CHANDLER L	1994	T09 R08 WELS	G	401	S		O	S				1B	AC	UNDEV	
CHANDLER P	2834	T08 R10 WELS	G	115	S		S			+		2	AC	UNDEV	
CHARLES (CHARLIE) P	1454	T14 R15 WELS	G	60								3	AC	UNDEV	
CHASE L	2752	T09 R10 WELS	G	403	S		S	+		O		1B	AC	UNDEV	
CHASE P	3632	MORO PLT	G	10								3	AC	UNDEV	
CHASE P	5050	JIM POND TWP	D	14		S						2	AC	DEV	
CHASE P (FIRST)	1538	T14 R09 WELS	G	12	S	S						2	INAC	UNDEV	
CHASE P (SECOND)	1540	T14 R09 WELS	G	182	S		S			S		2	INAC	UNDEV	
CHASE P (THIRD)	1542	T14 R09 WELS	G	102	S							2	AC	UNDEV	
CHASE STREAM P	4080	CHASE STREAM TWP	D	75			S					2	AC	DEV	
CHASE STREAM P	4093	MISERY TWP	E	31	S							2	INAC	UNDEV	6
CHASE STREAM P (LIT)	5798	MISERY TWP	E	17	S							2	AC	UNDEV	
CHENEY P	2494	HAMMOND TWP	E	99	S					S		2	AC	UNDEV	3
CHESUNCOOK L	0662	T03 R12 WELS	E	23070	O	O*	+		O	O	O	1A	AC	UNDEV	
CHESUNCOOK L	CHCH	T03 R12 WELS		18470	O	O*	+		O	O	O	1A	AC	UNDEV	2
CHESUNCOOK P	0672	T03 R11 WELS	E	272	S		O	O			O	1A	INAC	UNDEV	6
CHUB P	5100	HOBBS TOWN TWP	E	24	S							2	AC	DEV	
CHURCH P	0538	TA R10 WELS	F	53	S		+					2	AC	UNDEV	
CHURCHILL L	2856	T09 R12 WELS	G	2923	O	O*				S	S	1A	AC	UNDEV	2
CHURCHILL L (LITTLE)	9806	T10 R13 WELS	G	25						O		1B	AC	UNDEV	
CLARKSON P	2854	T09 R13 WELS	G	38								3	INAC	UNDEV	
CLAYTON L	1882	T11 R14 WELS	G	166	S					P		2	AC	UNDEV	
CLAYTON L	1958	T12 R08 WELS	G	264	S							2	AC	UNDEV	3
CLAYTON P	2406	T06 R17 WELS	E	75	m							3	INAC	UNDEV	6
CLEAR L	1938	T10 R11 WELS	G	614	O		O	S				1A	AC	UNDEV	2
CLEAR P	5074	LOWELL TOWN TWP	E	21	m+							3	INAC	UNDEV	6
CLEARWATER P	2476	PRENTISS TWP	E	11						P		3	INAC	UNDEV	6
CLEARWATER P	2692	ATTEAN TWP	E	34			+	+		O-		1B	INAC	UNDEV	1/6
CLIFF L	2780	T09 R12 WELS	G	563	O		O	S		+		1A	AC	UNDEV	2
CLIFFORD L	1304	T27 ED BPP	C	954	O	O*	+					1A	AC	UNDEV	2
CLIFFORD P	0624	RAINBOW TWP	E	17	S							2	INAC	UNDEV	6
CLISH P	5158	T05 R20 WELS	E	21	S							2	INAC	UNDEV	6
CLOUD P	0906	ELLIOTTSTVILLE TWP	E	20								3	INAC	UNDEV	
COFFEELOS P	2712	T06 R11 WELS	E	198	O	+						1B	AC	UNDEV	
COFFEELOS P (LITTLE)	2716	T06 R11 WELS	E	11								3	AC	UNDEV	
COLD BROOK L	3050	T03 R04 WELS	F	47								3	AC	UNDEV	
COLD STREAM P	2538	MISERY TWP	E	205	O		S+					1B	AC	UNDEV	
COLE P	4676	WEBSTER PLT	F	20								3	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&N REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
COMPASS P	2072	T02 R09 WELS	F	100							P	3	AC	UNDEV	
CONIC L	7511	BARING PLT	C	32	m							3	INAC	UNDEV	
COOPER P	0540	TA R10 WELS	F	271	S		+					2	INAC	UNDEV	
CORNER P	2998	T09 R16 WELS	G	60							P	3	INAC	UNDEV	
COW P	2376	LANG TWP	D	62	S							2	AC	UNDEV	
COW P	2938	T01 R13 WELS	E	61								3	AC	UNDEV	
CRANBERRY L (LOWER)	1174	T30 MD BPP	C	285	S		O-					1B	AC	DEV	
CRANBERRY L (UPPER)	1176	T30 MD BPP	C	134	S		O-					1B	AC	UNDEV	
CRANBERRY P	2916	LOBSTER TWP	E	46								3	AC	UNDEV	
CRANBERRY P	3066	SQUAPAN TWP	G	45								3	AC	UNDEV	
CRANBERRY P	3068	T09 R05 WELS	G	96								3	AC	UNDEV	
CRANBERRY P	3314	MAGALLOWAY PLT	D	100								3	AC	UNDEV	
CRANBERRY P	7509	BARING PLT	C	25								3	AC	UNDEV	
CRANBERRY P	8603	WYMAN TWP	D	12								3	INAC	UNDEV	
CRANBERRY P #1	3018	T08 R06 WELS	G	47								3	INAC	UNDEV	
CRANBERRY P #2	3020	T08 R06 WELS	G	25								3	INAC	UNDEV	
CRANBERRY P (L,NOTCH)	0784	BOWDOIN COL GR WEST	E	7								3	INAC	UNDEV	6
CRATER P	0468	TB R11 WELS	F	15								3	INAC	UNDEV	
CRATER P	0487	T15 R09 WELS	G	12	S		O	S			+	1B	AC	UNDEV	
CRAWFORD L	1302	NO 21 TWP	C	1677	O	S					S	1B	AC	UNDEV	
CRAWFORD P	0520	TA R11 WELS	E	390	O		+	+				1B	AC	UNDEV	
CRESCENT P	0652	RAINBOW TWP	E	11								3	AC	UNDEV	
CRESCENT P	2964	T09 R15 WELS	G	320	O		S	S			P	1B	AC	UNDEV	
CROCKER P	0361	ALBANY TWP	A	10	S							2	AC	UNDEV	
CROCKER P	2626	DENNISTOWN PLT	E	227	S						S	2	AC	UNDEV	
CROCKETT P	0286	BLANCHARD PLT	E	12	S							2	AC	UNDEV	
CROOKED BROOK L	7393	FOREST TWP	F	58								3	AC	UNDEV	
CROSBY P	3330	COBURN GORE	D	150	O	S	O					1A	AC	UNDEV	2
CROSS L	1494	T18 R10 WELS	G	44								3	INAC	UNDEV	
CROSS L	1674	T17 R05 WELS	G	2515	S			+	O	S		1B	AC	DEV	5
CRYSTAL P	4778	T40 MD	F	19	S							2	AC	UNDEV	
CUNLIFFE L	1890	T12 R13 WELS	G	134	S							2	AC	UNDEV	
CUNLIFFE P	1450	T13 R16 WELS	G	45								3	AC	UNDEV	
CUNNINGHAM P	2518	PITTSTON ACAD GRANT	E	13								3	AC	UNDEV	
CUPSUPTIC L	MLCU	ADAMSTOWN TWP	D	2199	O	O	O	S			S-	1A	AC	DEV	4
CUPSUPTIC P	7726	OXBOW TWP	D	20	S							2	AC	UNDEV	
CURRIER P (FIFTH)	2770	T09 R11 WELS	G	12								3	AC	UNDEV	
CURRIER P (FIRST)	2768	T09 R11 WELS	G	20	O		S					1B	INAC	UNDEV	1/6
CURRIER P (SECOND)	2774	T09 R11 WELS	G	28	O							1B	INAC	UNDEV	1/6
CURRIER P (SIXTH)	2754	T09 R10 WELS	G	10								3	AC	UNDEV	
CUT L	3022	T07 R06 WELS	G	294								3	AC	UNDEV	
CUT P	1706	DUDLEY TWP	G	26								3	INAC	DEV	
CUXABEXIS L	2892	T05 R12 WELS	E	592	S	S						2	AC	UNDEV	
DAGGETT P	4006	T07 R14 WELS	E	461	S							2	AC	UNDEV	
DAISEY P	0594	T02 R10 WELS	F	11	S							2	INAC	UNDEV	6
DAVIDSON P	3060	HERSEYTOWN TWP	F	87		S						2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
DAVIS (WAPITI) P	2196	T05 R07 WELS	F	69	S		O					1B	AC	DEV	5
DAVIS P	5112	T05 R06 BKP WKR	E	15								3	INAC	UNDEV	
DEAD P	1180	T25 MD BPP	C	12								3	AC	UNDEV	
DEAD STREAM P	4066	WEST FORKS PLT	D	67								3	AC	DEV	5
DEADWATER (LOWER)	0946	T03 R09 NWP	F	15								3	AC	UNDEV	
DEADWATER P (LOWER)	1978	T11 R09 WELS	G	13								3	INAC	UNDEV	
DEADWATER P (UPPER)	0794	BOWDOIN COL GR WEST	E	10								3	INAC	UNDEV	
DEADWATER P (UPPER)	1980	T11 R10 WELS	G	38								3	AC	UNDEV	
DEADWATER P (UPPER)	2736	T10 R11 WELS	G	35	S							2	AC	UNDEV	
DEASEY PONDS	2304	T03 R07 WELS	F	23						S		2	AC	UNDEV	
DEBOULLIE L	1512	T15 R09 WELS	G	262	O	O	O	S			+	1A	INAC	UNDEV	1
DEBSCONEAG DEADWATER	2076	T02 R10 WELS	F	500	O	O					S	1A	INAC	UNDEV	1
DEBSCONEAG L (1ST)	2060	T02 R10 WELS	F	320	O		O	S	O		S+	1A	INAC	UNDEV	1
DEBSCONEAG L (2ND)	0586	T02 R10 WELS	F	189	S							2	INAC	UNDEV	
DEBSCONEAG L (3RD)	0584	T01 R10 WELS	F	1011	O		O	S		S	S	1A	INAC	UNDEV	1
DEBSCONEAG L (4TH)	0582	T01 R11 WELS	E	227	O		S+	S			S	1B	AC	DEV	
DEBSCONEAG L (5TH)	0602	RAINBOW TWP	E	83	S		S	S				2	INAC	UNDEV	
DEBSCONEAG L (8TH)	0608	RAINBOW TWP	E	10								3	INAC	UNDEV	
DEBSCONEAG P (6TH)	0580	T01 R11 WELS	E	31	S					S	S	2	INAC	UNDEV	6
DEER L	4512	T34 MD	C	38	S							2	AC	DEV	5
DEER L	9587	CASWELL PLT	G	10								3	INAC	UNDEV	
DEER P	1624	ST JOHN PLT	G	14	m							3	AC	UNDEV	
DEER P	2922	T03 R13 WELS	E	181	S	S						2	AC	UNDEV	
DEER P	3366	BOWMANTOWN TWP	D	15								3	AC	UNDEV	
DEER P	5128	KING & BARTLETT TWP	D	30	S							2	AC	UNDEV	
DEMO P	4114	ROCKWOOD STRIP-WEST	E	192	S	S						2	AC	UNDEV	
DENNY P	1524	T15 R09 WELS	G	25	O					+		1B	AC	UNDEV	
DEPOT L	1448	T13 R16 WELS	G	883							S	2	AC	UNDEV	
DESOLATION P	2996	T08 R16 WELS	G	70	S	S	+				P	2	AC	UNDEV	
DICKEY P	1676	T17 R05 WELS	G	13	S							2	INAC	UNDEV	
DILL P	2378	DALLAS	D	11		S						2	INAC	UNDEV	
DINGLEY P	2458	T04 R05 NBKP	E	71	S							2	INAC	UNDEV	
DINGLEY P (LITTLE)	2462	T04 R05 NBKP	E	17	S							2	INAC	UNDEV	6
DINGLEY P (UPPER)	2464	T04 R05 NBKP	E	20	S							2	INAC	UNDEV	6
DIPPER P	4042	PITSTON ACAD GRANT	E	13						O	S	1B	INAC	UNDEV	6
DIXON P	9911	PIERCE POND TWP	D	17	O		+					1B	INAC	UNDEV	1/6
DOLBY P	2124	TA R07 WELS	F	1900		O					S	1B	AC	UNDEV	
DOLE P	2454	DOLE BROOK TWP	E	704	S							2	AC	UNDEV	
DONNELL P	4412	T09 SD	C	1120	O		O	O			S	1A	AC	DEV	4
DORITY P	2496	HAMMOND TWP	E	34	S							2	AC	UNDEV	
DOUGENUT P	0616	RAINBOW TWP	E	12	S							2	INAC	UNDEV	6
DOUGLAS P	5044	KIBBY TWP	D	20								3	INAC	UNDEV	
DOWNING P	4428	T10 SD	C	70		O						1B	AC	UNDEV	
DRAKE L	1336	FOREST TWP	F	236								3	AC	UNDEV	
DUBOIS P	2478	PRENTISS TWP	E	18	m						P	3	INAC	UNDEV	6

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	ROT	CLT	PHY		ACCESS	DEV	
DUCK L	4698	LAKEVILLE	F	256	S		S	S				2	AC	DEV	
DUCK L	4746	T04 ND	F	1222	O		S	S				1B	AC	UNDEV	
DUCK P	0257	T04 R11 WELS	E	21	S							2	AC	UNDEV	
DUCK P	1698	T02 R04 WELS	F	26								3	AC	UNDEV	
DUCK P	2894	T05 R12 WELS	E	470	m	S						2	AC	UNDEV	
DUCK P (BIG)	2954	E MIDDLESEX CANAL GR	E	79	S							2	AC	UNDEV	
DUCK P (LITTLE)	2956	E MIDDLESEX CANAL GR	E	11								3	INAC	UNDEV	
DUDLEY RIPS P	9572	T04 R09 NWP	F	20								3	INAC	UNDEV	
DUNCAN P	2480	PRENTISS TWP	E	143	S							2	AC	UNDEV	
DURGIN P	9855	JOHNSON MOUNTAIN TWP	E	15	S							2	AC	UNDEV	
EAGLE L	1634	T16 R06 WELS	G	5581	O					S		1B	AC	DEV	
EAGLE L	4514	T34 MD	C	260	m					S		2	AC	DEV	
EAGLE L (BIG)	2858	EAGLE LAKE TWP	G	8288	O	O*		O	O	P		1A	AC	UNDEV	2
EAGLE P	3090	DREW PLT	F	49								3	INAC	UNDEV	
EAST L	1464	T17 R14 WELS	G	2551								3	AC	UNDEV	
EAST L (LITTLE)	1466	T17 R14 WELS	G	189		S						2	INAC	UNDEV	
EBEEMEE L	0914	T05 R09 NWP	F	940			S	S		O	S	1B	AC	DEV	5
EBEEMEE L (UPPER)	0966	T04 R09 NWP	F	196							S	2	AC	DEV	3
ECHO L	2766	T09 R11 WELS	G	115	S		S			S		2	AC	UNDEV	
ED JONES P	1886	T12 R15 WELS	G	15								3	INAC	UNDEV	
EDDY P	3546	SANDY RIVER PLT	D	9								3	INAC	UNDEV	6
EGG P	0666	T03 R12 WELS	E	10								3	AC	UNDEV	
ELAINE P	0011	LOWELLTOWN TWP	E	12								3	INAC	UNDEV	
ELBOW L	PELB	T03 INDIAN PURCHASE	F	895	S		O	S		S		1B	AC	DEV	3
ELBOW P (LOWER)	1952	T10 R10 WELS	G	36				S				2	AC	UNDEV	
ELBOW P (MIDDLE)	1950	T10 R10 WELS	G	52	S	S	S					2	AC	UNDEV	
ELBOW P (UPPER)	1948	T10 R11 WELS	G	88	S							2	AC	UNDEV	
ELLIS P	4086	CHASE STREAM TWP	D	85	O							1B	AC	DEV	
ELLIS P (LOWER)	2870	T07 R14 WELS	E	77						S		2	AC	UNDEV	
ELLIS P (UPPER)	2992	T07 R14 WELS	E	160						S		2	INAC	UNDEV	
ELM P	2446	ELM STREAM TWP	E	250		S						2	AC	UNDEV	
ELM P (LITTLE)	2444	ELM STREAM TWP	E	45								3	INAC	UNDEV	
ENCHANTED P	0150	UPPER ENCHANTED TWP	E	330	O	O	O	O		S+		1A	INAC	UNDEV	1
ENCHANTED P (LITTLE)	0148	UPPER ENCHANTED TWP	E	35	O							1B	INAC	UNDEV	1/6
ENCHANTED P (LOWER)	0142	LOWER ENCHANTED TWP	D	20	m							3	AC	UNDEV	
ENDLESS L	0942	T03 R09 NWP	F	1499	S					S	S	2	AC	UNDEV	3
ENOCH L	1328	FOWLER TWP	C	18								3	INAC	DEV	
EVERETT P	5134	KING & BARTLETT TWP	D	20	S							2	AC	UNDEV	
EYELET P	1910	T12 R12 WELS	G	13								3	INAC	UNDEV	
FALLS P	1490	T18 R10 WELS	G	256	S	S						2	AC	UNDEV	3
FARRAR P	1974	T11 R10 WELS	G	51	S							2	AC	UNDEV	
FELKER P	5120	KING & BARTLETT TWP	D	50	S							2	AC	UNDEV	
FEMALE P	0574	T01 R12 WELS	E	102	S		S					2	INAC	UNDEV	
FEMALE P (LITTLE)	0578	T01 R12 WELS	E	15								3	INAC	UNDEV	
FERGUSON P	1592	T14 R08 WELS	G	51	S							2	AC	UNDEV	
FIRST L	1152	T37 MD BPP	C	217	m	S						2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W	RESOURCE RATINGS							RESOURCE	LAND USE		MGNT	
	LAKE#	TOWN NAME		REG	SIZE (AC)	FSH	WLD	SC	SE	BOT		CLT	PHY		CLASS
FISH P	0096	PIERCE POND TWP	D	10								3	INAC	UNDEV	
FISH P	2524	THORNDIKE TWP	E	211	S							2	AC	UNDEV	
FISH P	3324	LINCOLN PLT	D	20		S						2	AC	UNDEV	
FISH P	4054	MOXIE GORE	D	15	S							2	INAC	DEV	5
FISH P	6910	HOBBS TOWN TWP	E	275			S			S		2	AC	UNDEV	
FISH P (BIG)	2660	HOLEB TWP	E	64	S		S					2	AC	UNDEV	
FISH P (LITTLE)	2512	ALDER BROOK TWP	E	35	S					S		2	INAC	UNDEV	
FISH P (LITTLE)	2666	HOLEB TWP	E	18								3	INAC	UNDEV	
FISH RIVER L	0009	T13 R08 WELS	G	2642	S	S	O-	S		S		1A	AC	UNDEV	3
FISHER P #2	2560	T04 R05 NBKP	E	10						O		1B	AC	UNDEV	
FISHER P (BIG)	2940	T02 R12 WELS	E	60								3	INAC	UNDEV	
FISHER P (LITTLE)	2942	T02 R12 WELS	E	35			S					2	INAC	UNDEV	
FITZGERALD P	0269	BIG SQUAW TWP	E	550	S							2	AC	UNDEV	
FLAGSTAFF L	0038	DEAD RIVER TWP	D	20300	O	O*	S	S				1A	AC	UNDEV	2
FLATIRON P	2006	T03 R09 NWP	F	284	S							2	AC	DEV	
FLATIRON P	2372	DAVIS TWP	D	30	S							2	AC	UNDEV	
FLETCHER P # 1	9736	BRASSUA TWP	E	12		S						2	AC	UNDEV	
FLETCHER P # 2	9734	BRASSUA TWP	E	20		S						2	AC	UNDEV	
FLINN P	3036	T01 R05 WELS	F	269								3	INAC	UNDEV	
FOGG P	0426	BOWDOIN COL GR WEST	E	23	S							2	INAC	UNDEV	6
FOGG P	2534	LONG POND TWP	E	54			S	O				1B	AC	UNDEV	
FOLEY P	2488	COMSTOCK TWP	E	124	O							1B	AC	UNDEV	
FOLEY P (LITTLE)	2492	COMSTOCK TWP	E	35	m							3	INAC	UNDEV	6
FOSS P	0388	KINGSBURY PLT	E	110	S							2	AC	DEV	
FOURTH L	1130	T37 MD BPP	C	32	m	S						2	AC	UNDEV	
FOURTH L	2820	T07 R11 WELS	E	64	S		S	S				2	AC	UNDEV	
FOWLER P	0686	T03 R11 WELS	E	19	S		O	S				1B	INAC	UNDEV	1/6
FOX P	1472	T17 R12 WELS	G	23	S							2	AC	UNDEV	
FOX P	4438	T10 SD	C	77	S	O	O	S				1A	AC	UNDEV	
FOX P	7734	LOWER CUPSUPTIC TWP	D	20		S						2	AC	UNDEV	
FROST P	0680	T03 R11 WELS	E	198	S					O		1B	AC	DEV	
FROST P	2455	T04 R05 NBKP	E	170	S							2	AC	UNDEV	
FROST P (LITTLE)	0668	T03 R12 WELS	E	35	S	S						2	INAC	UNDEV	6
FROST P FLOWAGE	2562	T04 R05 NBKP	E	70								3	AC	UNDEV	
FRYPAN P	4074	SQUARETOWN TWP	D	30	m							3	AC	UNDEV	
FURLONG P	3488	ALBANY TWP	A	17	m							3	AC	UNDEV	
GALILEE P	1526	T15 R09 WELS	G	9	S		S					2	INAC	UNDEV	
GAMMON P	0024	FREEMAN TWP	D	97		S						2	INAC	UNDEV	
GARDNER L	1358	MARION TWP	C	3886	O	O				S	O	1A	AC	UNDEV	
GARDNER L	1528	T15 R09 WELS	G	288	O	O	O					1A	INAC	UNDEV	1/6
GARDNER P	2192	T05 R07 WELS	F	30								3	INAC	UNDEV	
GASSABIAS L	4782	T41 MD	F	896	S		S			S		2	AC	UNDEV	
GAUNTLET P	0472	TB R10 WELS	F	11	S		O					1B	INAC	UNDEV	1/6
GERARD P	1868	CASWELL PLT	G	19	m							3	INAC	UNDEV	
GETCHELL L (LOWER)	1122	T43 MD BPP	C	58	m					+	S	2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&N REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
GETCHELL L (UPPER)	1120	T43 MD BPP	C	51	m						S-	2	AC	UNDEV	
GILBERT P	1556	ST JOHN PLT	G	12	m							3	AC	UNDEV	
GILMAN P	0004	LEXINGTON TWP	D	242		O	S					1B	AC	UNDEV	
GILMAN P	3638	MORO PLT	G	19	m							3	AC	UNDEV	
GLAZIER L	9789	T18 R10 WELS	G	1120	S				S			2	AC	UNDEV	3
GLAZIER P	1898	T11 R12 WELS	G	10								3	INAC	UNDEV	
GOOSE P	1218	T24 MD BPP	C	16								3	AC	UNDEV	
GORDON P	0146	UPPER ENCHANTED TWP	E	28	S							3	AC	UNDEV	6
GORDON P (LITTLE)	0134	LOWER ENCHANTED TWP	D	15	S							2	AC	UNDEV	
GOULD P	0620	RAINBOW TWP	E	12	m							3	INAC	UNDEV	6
GRACE P	0152	UPPER ENCHANTED TWP	E	150	O							1B	AC	UNDEV	
GRAHAM L	4350	T08 SD	C	7865	S	O				O		1A	AC	DEV	3
GRAND FALLS FLOWAGE	7437	FOWLER TWP	C	6691	O	O						1A	AC	UNDEV	4
GRAND L (EAST)	1070	FOREST CITY TWP	F	16070	O	O				S+		1A	AC	UNDEV	
GRAND L (WEST)	1150	T06 ND BPP	C	14340	O	O	O	O		O		1A	AC	DEV	3
GRAND LAKE SEBOIS	3011	T08 R07 WELS	G	2483	S	S	S			O		1B	AC	UNDEV	
GRANTS P	3348	MASSACHUSETTS GORE	D	20	S							2	INAC	UNDEV	
GRASS P	0104	PIERCE POND TWP	D	70	O	S						1B	AC	UNDEV	
GRASS P	2778	T09 R12 WELS	G	50								3	INAC	UNDEV	
GRASS P	3646	MORO PLT	G	55	S							2	AC	UNDEV	
GRASSY P	0660	T02 R12 WELS	E	54	S							2	AC	UNDEV	
GRASSY P	1252	T19 MD BPP	C	10								3	AC	UNDEV	
GRAY LEDGE DEADWATER	9750	T03 R09 NWP	F	70	m							3	INAC	UNDEV	
GREAT WORKS P	1386	EDMUNDS TWP	C	50	S	O						1B	INAC	UNDEV	1
GREELY P	2380	DALLAS	D	42		S						2	INAC	UNDEV	
GREELY P (LITTLE)	2382	DALLAS	D	15	S	S						2	INAC	UNDEV	
GREELY P (THIRD)	2388	DALLAS	D	14								3	INAC	UNDEV	
GREEN L #1	4518	T35 MD	C	83	m							3	AC	UNDEV	
GREEN L #2	4790	T35 MD	C	64			S					2	AC	DEV	
GREEN MTN P	3666	T06 R06 WELS	F	10	O							1B	INAC	UNDEV	1/6
GREEN P	2256	T03 R01 NBPP	F	110	S							2	INAC	UNDEV	
GREEN P	3648	MORO PLT	G	16	S							2	AC	UNDEV	
GREENBUSH P	2346	JIM POND TWP	D	24		S						2	AC	UNDEV	
GREENLAW P	1570	T12 R07 WELS	G	109	S							2	AC	UNDEV	
GREENWOOD P	0464	TB R11 WELS	F	19	S							2	INAC	UNDEV	
GREENWOOD P (BIG)	0884	ELLIOTTVILLE TWP	E	211	O		O					1A	AC	UNDEV	4
GREENWOOD P (LITTLE)	0886	ELLIOTTVILLE TWP	E	61	S		O					1B	AC	UNDEV	
GRENIER P (BIG)	2456	T04 R05 NBKP	E	110	S							2	AC	UNDEV	
GREY P	1894	T12 R13 WELS	G	28								3	INAC	UNDEV	
GROVER L (LITTLE)	7325	T31 MD BPP	C	17	m							3	AC	UNDEV	
GROVER P	1244	T31 MD BPP	C	68	S							2	AC	UNDEV	
GULL P	3532	DALLAS	D	281	S							2	AC	DEV	
HADLEY L #1	1224	T24 MD BPP	C	15								3	AC	UNDEV	
HADLEY L #2	1226	T24 MD BPP	C	36								3	AC	UNDEV	
HAFEY P	1498	T18 R11 WELS	G	23	S							2	INAC	UNDEV	6
HALE P	2062	T02 R10 WELS	F	168	S							2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IP&W REG	SIZE (AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
HALE P	2508	ALDER BROOK TWP	E	40	m+							3	INAC	UNDEV	6
HALE P	3652	MORO PLT	G	38	S							2	AC	UNDEV	
HALEY P	3534	DALLAS	D	170	S							2	AC	UNDEV	
HALL P	2566	PRENTISS TWP	E	19	S							2	INAC	UNDEV	6
HALL P	5092	T05 R07 BKP WKR	E	42	m							3	INAC	UNDEV	6
HAMMOND P	7431	MARION TWP	C	18								3	INAC	UNDEV	
HANCOCK P	0082	LEXINGTON TWP	D	320	S					S		2	AC	DEV	
HARDY P	0958	LAKE VIEW PLT	F	125								3	INAC	UNDEV	
HARRINGTON L	0700	T03 R11 WELS	E	1332	O	S	S	S		S	O	1A	AC	UNDEV	
HARRINGTON P	0702	T03 R11 WELS	E	40	m		O					1B	INAC	UNDEV	1/6
HARROW L	1934	T10 R11 WELS	G	467	S	S	S			S		1B	AC	UNDEV	
HARROW L (LITTLE)	1936	T10 R11 WELS	G	40		S						2	AC	UNDEV	
HATHAN BOG (UPPER)	8837	COBURN GORE	D	55	m	S						2	INAC	UNDEV	
HATHORN P	4242	T04 R08 WELS	F	15	S							2	INAC	UNDEV	6
HATHORN P (LITTLE)	2298	T04 R08 WELS	F	8								3	INAC	UNDEV	6
HAY L	2178	T06 R08 WELS	F	588	S		S					2	AC	UNDEV	
HAY P	2824	T07 R11 WELS	E	19	S							2	AC	UNDEV	
HAY P	4252	T06 R08 WELS	F	134	S	S	S					2	AC	UNDEV	
HAYDEN P	0264	MAYFIELD TWP	D	10		S						2	INAC	UNDEV	
HAYMOCK L	2814	T07 R11 WELS	E	704	S		S	S		S		1B	AC	UNDEV	
HAYWIRE P	9769	T01 R05 WELS	F	25								3	INAC	DEV	
HEDGEHOG P	0284	BLANCHARD PLT	E	11								3	AC	UNDEV	
HEDGEHOG P	0556	T01 R11 WELS	E	5								3	INAC	UNDEV	6
HEDGEHOG P	0790	BOWDOIN COL GR WEST	E	40	S							2	AC	UNDEV	
HELEN P	0094	PIERCE POND TWP	D	15	O							1B	INAC	UNDEV	1/6
HENDERSON P	0532	TA R11 WELS	E	195	S		S	S				2	INAC	UNDEV	
HEWES BROOK P	1606	T14 R07 WELS	G	24								3	INAC	UNDEV	
HIGH P	0092	PIERCE POND TWP	D	7	O							1B	INAC	UNDEV	1/6
HILLS P	3686	PERKINS TWP	D	22								3	AC	DEV	5
HILTON P # 1	0304	KINGSBURY PLT	E	13								3	INAC	UNDEV	
HOBART BOG	7451	EDMUNDS TWP	C	30	S	O						1B	INAC	UNDEV	1
HOBART L	1388	EDMUNDS TWP	C	90	m							3	INAC	UNDEV	
HOBART P	2166	T06 R07 WELS	F	15								3	AC	UNDEV	
HOLBROOK P	0632	RAINBOW TWP	E	224	S		S	O				1B	INAC	UNDEV	6
HOLBROOK P (LITTLE)	9708	T03 R11 WELS	E	46			S	S				2	INAC	UNDEV	
HOLEB P	2652	HOLEB TWP	E	1055	S		O	O	O		P	1A	AC	DEV	4
HORSE L	1136	T37 MD BPP	C	26	m							3	AC	UNDEV	
HORSEBACK P	2164	T07 R07 WELS	F	10								3	INAC	UNDEV	
HORSERACE PONDS	0626	RAINBOW TWP	E	50	O		O	S		O		1A	INAC	UNDEV	1/6
HORSESHOE L	4706	LAKEVILLE	F	400	S		S					2	INAC	UNDEV	
HORSESHOE L	4788	T35 MD	C	202	m							3	AC	UNDEV	
HORSESHOE P	0102	PIERCE POND TWP	D	15								3	INAC	UNDEV	
HORSESHOE P	0412	BOWDOIN COL GR WEST	E	160	O		S+	S-		S-		1B	AC	DEV	
HORSESHOE P	1926	T11 R10 WELS	G	23	S		O	S				1B	AC	UNDEV	
HORSESHOE P	2540	PARLIN POND TWP	E	50	m		S+	S+				2	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IP&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
HORSESHOE P	2686	ATTEAN TWP	E	50	m+				+			3	INAC	UNDEV	6
HORSESHOE P	3336	COBURN GORE	D	37		S						2	AC	UNDEV	3
HORSESHOE P	4082	CHASE STREAM TWP	D	27	O							1B	AC	UNDEV	
HORSESHOE P	4102	EAST MOXIE TWP	D	25								3	INAC	UNDEV	
HORSESHOE P	5150	T03 R05 BKP WKR	D	29		S						2	INAC	UNDEV	
HORSESHOE P	9277	T16 R09 WELS	G	15	S							2	INAC	UNDEV	6
HORSESHOE P	9823	T18 MD BPP	C	12	m							3	AC	UNDEV	
HOT BROOK L (LOWER)	1072	T08 R04 NBPP	F	713								3	INAC	UNDEV	
HOT BROOK L (UPPER)	1076	T08 R04 NBPP	F	912								3	AC	UNDEV	
HOT P	2168	T06 R07 WELS	F	70								3	AC	UNDEV	
HOULTON P	1460	T13 R16 WELS	G	19								3	INAC	UNDEV	
HOUMD BROOK L	1326	DYER TWP	C	140	m							3	INAC	UNDEV	
HOUSTON P	0916	T07 R09 NWP	E	694	S		S			S-		2	AC	UNDEV	
HOUSTON P (LITTLE)	0920	KATAHDIN IRN WKS TWP	F	27	O					S		1B	INAC	UNDEV	6
HUDSON P (LITTLE)	2742	T10 R10 WELS	G	12								3	AC	UNDEV	
HUDSON P (LOWER)	1954	T10 R10 WELS	G	108	S		O	S				1B	AC	UNDEV	
HUDSON P (UPPER)	1928	T11 R10 WELS	G	32	O		O					1A	INAC	UNDEV	1
HUMPBACK BOG	4488	T28 MD	C	32	S	S						2	INAC	UNDEV	
HUNNEWELL L	1554	ST JOEN PLT	G	64	S							2	AC	UNDEV	
HUNTLEY P	3640	MORO PLT	G	13								3	INAC	UNDEV	
HURD P	2064	T02 R10 WELS	F	640	S		O	S				1B	AC	DEV	
HURD P (BIG)	4014	T06 R15 WELS	E	250	S		O			S		1B	AC	UNDEV	
HURD P (LITTLE)	0596	T02 R10 WELS	F	60	S		O	S		S		1B	INAC	UNDEV	1/6
HURD P (LITTLE)	4016	T06 R15 WELS	E	180		S	S					2	INAC	UNDEV	
HURRICANE P	5046	KIBBY TWP	D	20		S						2	INAC	UNDEV	
HURRICANE P	5166	T05 R20 WELS	E	54	S							2	AC	UNDEV	
HUSSEY P	0292	BLANCHARD PLT	E	15								3	INAC	DEV	
HUSTON BROOK P	7304	DEAD RIVER TWP	D	7	O							1B	AC	UNDEV	
HUTCH P	2498	HAMMOND TWP	E	11								3	INAC	UNDEV	
HUTCHINSON P	0492	TA R11 WELS	E	15								3	INAC	UNDEV	
HUTCHINSON P	3494	ALBANY TWP	A	96	S							2	AC	DEV	5
IMLOS P	2714	T06 R11 WELS	E	10								3	AC	UNDEV	
INDIAN & DAM PONDS	0814	T07 R09 NWP	E	299	S		S			S		2	AC	UNDEV	
INDIAN L	1242	T19 ED BPP	C	13						S-		2	INAC	UNDEV	
INDIAN P	0002	LEXINGTON TWP	D	53								3	AC	UNDEV	
INDIAN P	0782	BOWDOIN COL GR WEST	E	70	S							2	AC	UNDEV	
INDIAN P	2866	T07 R12 WELS	E	1222	S							2	AC	UNDEV	
INDIAN P	4090	SAPLING TWP	E	3746	S	O				S		1B	AC	DEV	3
INDIAN P (BIG)	0324	LITTLE SQUAW TWP	E	280	S							2	AC	DEV	
INDIAN P (BIG)	5076	LOWELLTOWN TWP	E	97	S							2	INAC	UNDEV	
INDIAN P (LITTLE)	2808	T07 R12 WELS	E	117						S		2	AC	UNDEV	
INDIAN P (LITTLE)	4070	SQUARETOWN TWP	D	25								3	AC	UNDEV	
INDIAN P (LITTLE)	5078	LOWELLTOWN TWP	E	22								3	INAC	UNDEV	
IRA BOG	0332	LITTLE SQUAW TWP	E	28		S						2	AC	UNDEV	
IRELAND P	4168	T07 R08 WELS	F	30	O							1B	INAC	UNDEV	1/6
IRON P	5106	T05 R06 BKP WKR	E	32	S							2	AC	DEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
IRONBOUND P	2510	ALDER BROOK TWP	E	40	O		O	O			O	1A	AC	UNDEV	2
ISLAND (CHASE) P	1942	T10 R10 WELS	G	214	S		S					2	AC	UNDEV	
ISLAND P	1516	T15 R09 WELS	G	32	S							2	AC	UNDEV	
ISLAND P	1586	T14 R08 WELS	G	27	S							2	AC	UNDEV	
ISLAND P	4094	CHASE STREAM TWP	D	24	O							1B	AC	UNDEV	
ISLAND P (BIG)	3352	SEVEN PONDS TWP	D	350	S		S					2	AC	UNDEV	
ISLAND P (LITTLE)	3350	SEVEN PONDS TWP	D	50	S							2	AC	UNDEV	
ISLAND P (UPPER)	2740	T10 R10 WELS	G	45								3	INAC	UNDEV	
ISTHMUS P	2000	T08 R08 WELS	G	23								3	INAC	UNDEV	
JACK P	4140	T07 R10 WELS	F	10								3	INAC	UNDEV	
JACKSON BROOK L	1334	FOREST TWP	F	480								3	AC	DEV	
JACKSON P	0182	CONCORD TWP	D	32			O	S				1B	AC	UNDEV	
JACKSON P # 2	0704	T03 R11 WELS	E	12	S		O	O				1A	AC	UNDEV	2
JACKSON P #1	0684	T03 R11 WELS	E	23								3	INAC	UNDEV	6
JERRY P	2122	TA R07 WELS	F	66	S							2	AC	UNDEV	
JERRY P	2190	T05 R07 WELS	F	272	S		O	S				1B	INAC	UNDEV	1
JEWETT P	0050	PLEASANT RIDGE PLT	D	32								3	AC	UNDEV	
JEWETT P	0460	SPENCER BAY TWP	E	13	S							2	INAC	UNDEV	
JIM P	5054	JIM POND TWP	D	320	O	O	O	S+				1A	AC	UNDEV	2
JIM P (LITTLE)	5090	JIM POND TWP	D	64	S							2	AC	UNDEV	
JIMMIES P	8259	T34 MD	C	26	m							3	AC	UNDEV	
JO-MARY L (LOWER)	0984	T01 R10 WELS	F	1910	S		O			S	S	1B	INAC	UNDEV	1
JO-MARY L (MIDDLE)	0986	T04 INDIAN PURCHASE	F	1152	S		O	S		S	S	1A	AC	DEV	3
JO-MARY L (UPPER)	0243	TA R10 WELS	F	1873	O		O	S		S		1A	AC	UNDEV	2
JO-MARY P	0476	TB R10 WELS	F	38	S							2	AC	UNDEV	
JO-MARY S DWTR (UP)	9630	T04 INDIAN PURCHASE	F	30						S		2	AC	UNDEV	
JOE POKUM P	5126	KING & BARTLETT TWP	D	13								3	INAC	UNDEV	
JOHNS P	0144	LOWER ENCHANTED TWP	D	15								3	AC	UNDEV	
JOHNS P	3956	DAVIS TWP	D	267	S							2	AC	UNDEV	
JOHNSON P	2986	T08 R14 WELS	E	197	S		O	S		O		1A	AC	UNDEV	
JOHNSTON P	0534	TA R10 WELS	F	59	S		O					1B	AC	UNDEV	
JONES P	0172	WYMAN TWP	D	36		O						1B	INAC	UNDEV	1
JONES P	1500	BIG TWENTY TWP	G	77	S							2	AC	UNDEV	
JONES P	2486	BALD MTN TWP T4R3	E	130	S							2	AC	UNDEV	
JONES P	3002	T07 R08 WELS	F	32	S							2	INAC	UNDEV	
JUNIOR L	4708	T05 R01 NBPP	F	3866	S		S	S		S		1B	AC	UNDEV	
JUNIPER KNEE P	0878	ELLIOTTSVILLE TWP	E	32	S							2	INAC	UNDEV	6
KAMANKEAG P	3954	DAVIS TWP	D	40	O		S					1B	AC	UNDEV	
KATAHDIN L	2016	T03 R08 WELS	F	717	S		O	O		S	S	1A	INAC	UNDEV	1
KEG L	4700	LAKEVILLE	F	378	S		S	S				2	INAC	UNDEV	
KELLY P	0654	T02 R12 WELS	E	60	S							2	INAC	UNDEV	6
KELLY P (LITTLE)	0658	T02 R12 WELS	E	21								3	INAC	UNDEV	
KENNEBAGO L (BIG)	2374	DAVIS TWP	D	1700	O	O	O	O		S-	O	1A	AC	DEV	4
KENNEBAGO L (LITTLE)	3958	STETSONTOWN TWP	D	190	O					+		1B	AC	DEV	
KIDNEY P	2926	E MIDDLESEX CANAL GR	E	45	m	S						2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PEY		ACCESS	DEV	
KILGORE P	0108	PIERCE POND TWP	D	96	S	S						2	AC	UNDEV	
KILGORE P (UPPER)	0106	BOWTOWN TWP	D	12								3	INAC	UNDEV	
KILLMAN P	4738	T04 ND	F	22	S							2	AC	UNDEV	
KIMBALL P	4245	T05 R08 WELS	F	64	S		S					2	INAC	UNDEV	
KING & BARTLETT L	5136	KING & BARTLETT TWP	D	538	O					S		1B	AC	UNDEV	
KING L (LITTLE)	5138	KING & BARTLETT TWP	D	90	S		S					2	AC	UNDEV	
KING P	0111	BOWTOWN TWP	D	16	S							2	INAC	UNDEV	
KINGSBURY P	0262	MAYFIELD TWP	D	390	S					S		2	AC	DEV	5
KINGSLEY BOG	0276	MAYFIELD TWP	D	10		S						2	AC	UNDEV	
KINGSLEY FLOWAGE	7148	MAYFIELD TWP	D	14		S				S		2	INAC	UNDEV	
KNEBELAND P	3266	ALBANY TWP	A	16	m		S					2	AC	DEV	5
KNIGHTS P	0377	SQUARETOWN TWP	D	128					S			2	INAC	UNDEV	
KNOX L	1142	T36 MD BPP	C	51	m							3	AC	UNDEV	
KYLE P	2810	T07 R12 WELS	E	25								3	AC	UNDEV	
L POND	5062	SEVEN PONDS TWP	D	95	S							2	INAC	UNDEV	
LA POMKEAG L (LOWER)	3010	T08 R07 WELS	G	91								3	AC	UNDEV	
LA POMKEAG L (UPPER)	3012	T08 R07 WELS	G	217								3	AC	UNDEV	
LAMBERT L	1332	T11 R03 NBPP	F	605	S		S	S	S			1B	AC	DEV	
LANE BROOK P	3664	T06 R06 WELS	F	33								3	INAC	UNDEV	6
LANE P	2490	COMSTOCK TWP	E	24	S					O		1B	INAC	UNDEV	1/6
LANE P (LITTLE)	2502	HAMMOND TWP	E	18	S							2	AC	UNDEV	
LANG P	2542	PARLIN POND TWP	E	30	O							1B	INAC	UNDEV	1/6
LANG P (LITTLE)	2543	PARLIN POND TWP	E	13	O							1B	INAC	UNDEV	1/6
LARD P	2442	ELM STREAM TWP	E	14								3	INAC	UNDEV	
LAZY TOM P	0458	T01 R13 WELS	E	17	S							2	INAC	UNDEV	
LEAD MTN P (LO & MD)	4484	T28 MD	C	486	m		S					2	AC	DEV	
LEAD MTN P (UPPER)	4482	T28 MD	C	1021	S		S	S				2	AC	DEV	
LEADBETTER P	2764	T09 R11 WELS	G	98	S	S	S-					2	AC	UNDEV	
LEADBETTER P	2880	T07 R12 WELS	E	135								3	INAC	UNDEV	
LEADBETTER P (LT)	2700	T07 R11 WELS	E	147								3	INAC	UNDEV	
LEAVITT P	0546	T01 R11 WELS	E	50	S							2	AC	UNDEV	
LEDGE P	3554	SANDY RIVER PLT	D	6								3	INAC	UNDEV	6
LEITH P	4124	BRASSUA TWP	E	18		S						2	INAC	UNDEV	
LEONARD P	1988	T10 R09 WELS	G	38		S						2	INAC	UNDEV	
LEWIS P	2862	SOPER MOUNTAIN TWP	G	30						P		3	INAC	UNDEV	
LILY (MERRILL) P	0180	CONCORD TWP	D	25								3	AC	DEV	
LILY L	1164	T30 MD BPP	C	32								3	AC	UNDEV	
LILY L	1396	TRESCOTT TWP	C	31	S							2	AC	UNDEV	
LILY P	0178	CONCORD TWP	D	10								3	AC	UNDEV	
LINCOLN P	0988	T04 INDIAN PURCHASE	F	30								3	INAC	UNDEV	
LINCOLN P	3964	PARKERTOWN TWP	D	340	S	S						2	INAC	UNDEV	
LINE P	2806	T07 R11 WELS	E	20								3	INAC	UNDEV	
LINE P	5162	T05 R20 WELS	E	7								3	INAC	UNDEV	6
LINSCOTT P	1452	T13 R16 WELS	G	75								3	INAC	UNDEV	
LITTLE BOG	2404	T06 R17 WELS	E	128								3	AC	UNDEV	
LITTLE L	7513	BARING PLT	C	275	S							2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
LITTLE P	0302	KINGSBURY PLT	E	10								3	INAC	UNDEV	
LLOYD P	0462	BOWDOIN COL GR EAST	E	10								3	AC	UNDEV	
LOBSTER L	2948	LOBSTER TWP	E	3475	O	O	O	O	O	S	O	1A	AC	UNDEV	2
LOBSTER L (LITTLE)	2946	LOBSTER TWP	E	230	S							2	AC	UNDEV	
LOGAN P # 1	2080	T02 R09 WELS	F	29								3	INAC	UNDEV	
LOGAN P # 2	2082	T02 R09 WELS	F	20			O	S				1B	INAC	UNDEV	1
LOMBARD L	4690	LAKEVILLE	F	225	S		O					1B	AC	UNDEV	
LONE JACK P	2556	JOHNSON MOUNTAIN TWP	E	15								3	AC	UNDEV	
LONG (LITTLE LONG) P	5794	CHASE STREAM TWP	D	17	S		+					2	AC	UNDEV	
LONG (MARTIN) P	4108	THE FORKS PLT	D	26	S							2	AC	DEV	5
LONG BOG	0450	SHANTOWN TWP	E	15	S							2	AC	UNDEV	
LONG BOG	2668	HOLEB TWP	E	19	m							3	INAC	UNDEV	6
LONG L	1264	T19 ED BPP	C	698	m							3	AC	UNDEV	
LONG L	1370	MARION TWP	C	130								3	AC	UNDEV	
LONG L	1682	T17 R03 WELS	G	6000	S					S		2	AC	DEV	
LONG L	1892	T12 R13 WELS	G	1203	O	O*				S	S	1A	AC	UNDEV	2
LONG P	0506	TA R11 WELS	E	371	O						S	1B	AC	UNDEV	
LONG P	0800	T07 R09 NWP	E	643	S		S			S-		2	AC	UNDEV	
LONG P	1200	T18 MD BPP	C	15								3	AC	DEV	5
LONG P	1596	T13 R08 WELS	G	13								3	AC	UNDEV	
LONG P	1922	T11 R10 WELS	G	128	S		S					2	AC	UNDEV	
LONG P	2536	LONG POND TWP	E	3053	S	S	O	S		S		1A	AC	DEV	3
LONG P	2646	FORSYTH TWP	E	98	S							2	AC	UNDEV	
LONG P	2690	ATTEAN TWP	E	37	m							3	INAC	UNDEV	6
LONG P	3116	LYNCHTOWN TWP	D	8						S-		2	AC	UNDEV	
LONG P	3320	MAGALLOWAY PLT	D	10								3	INAC	UNDEV	
LONG P	3356	SEVEN PONDS TWP	D	35	S							2	AC	UNDEV	3
LONG P	3582	TOWNSHIP E	D	254	S							2	INAC	DEV	
LONG P	4118	TAUNTON & RAYNHAM	E	173	S							2	AC	DEV	
LONG P	4430	T10 SD	C	205	S		S	S				2	AC	UNDEV	
LONG P	5124	KING & BARTLETT TWP	D	60	S	S						2	AC	UNDEV	
LONG P	9861	DOLE BROOK TWP	E	845	S		S	S				2	AC	UNDEV	
LONG P (LITTLE)	4424	T10 SD	C	55	S		O	S				1B	INAC	UNDEV	1/6
LONGLEY P	2886	T06 R13 WELS	E	749	S	S						2	INAC	UNDEV	
LONGLEY P (LITTLE)	2888	T06 R13 WELS	E	20								3	INAC	UNDEV	
LOON L	2384	DALLAS	D	168	S					S-		2	AC	DEV	5
LOON L	4024	T06 R15 WELS	E	1140	S	O	S	S			O	1A	AC	UNDEV	
LOON P	0453	T40 MD	F	13	S							2	AC	UNDEV	
LOON P	0554	T01 R11 WELS	E	5								3	INAC	UNDEV	6
LOON P	2688	ATTEAN TWP	E	37	O		+	+	+			1B	INAC	UNDEV	1/6
LOST P	0208	PLEASANT RIDGE PLT	D	18	S							2	INAC	UNDEV	
LOST P	0820	T07 R09 NWP	E	15								3	INAC	UNDEV	
LOST P	1658	T15 R06 WELS	G	10								3	INAC	UNDEV	
LOST P	1690	UPPER MOLUNKUS TWP	F	13								3	INAC	UNDEV	
LOST P	1924	T11 R10 WELS	G	58	+							3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
LOST P	1984	T10 R08 WELS	G	10								3	INAC	UNDEV	
LOST P	2420	RUSSELL POND TWP	E	45	S							2	AC	UNDEV	
LOST P	2526	THORNDIKE TWP	E	10								3	INAC	UNDEV	
LOST P	2694	ATTEAN TWP	E	5								3	INAC	UNDEV	6
LOST P	2878	T07 R13 WELS	E	47								3	INAC	UNDEV	
LOST P	3030	T07 R07 WELS	F	38	S							2	AC	UNDEV	
LOST P	3042	UPPER MOLUNKUS TWP	F	18								3	INAC	UNDEV	
LOST P	5146	T03 R05 BKP WKR	D	15								3	AC	UNDEV	
LOVE L	1238	T19 ED BPP	C	672	S					O		1B	AC	UNDEV	
LOVEJOY P	4506	T34 MD	C	40	S							2	AC	DEV	
LOWELL L	4680	CARROLL PLT	F	115								3	AC	UNDEV	
LOWER P	8255	T35 MD	C	16								3	INAC	UNDEV	
LUCIA P	0810	T07 R09 NWP	E	46			S					2	AC	UNDEV	
LUCIFEE P	9755	T14 R08 WELS	G	13								3	AC	UNDEV	
LUCKY P	0402	SPENCER BAY TWP	E	93		S				S		2	AC	UNDEV	
LUNKSOOS L	2206	T04 R07 WELS	F	288	S		S	S				2	INAC	UNDEV	
LUTHER P	2528	THORNDIKE TWP	E	154	S							2	AC	UNDEV	
LYFORD P (BIG)	0438	SHAWTOWN TWP	E	152	O					O		1A	AC	DEV	4
LYFORD P(1ST LITTLE)	0430	BOWDOIN COL GR EAST	E	21	S							2	AC	UNDEV	
LYFORD P(2ND LITTLE)	0428	BOWDOIN COL GR EAST	E	18	S							2	AC	UNDEV	
MACHIAS L (BIG)	1960	T12 R08 WELS	G	692	S	S				S		2	AC	UNDEV	3
MACHIAS L (FIFTH)	1144	T36 MD BPP	C	1069	m					S		2	AC	UNDEV	
MACHIAS L (FIRST)	1140	T37 MD BPP	C	109	S					S		2	AC	DEV	
MACHIAS L (FOURTH)	1148	T05 ND BPP	C	1539	O	S	+			S		1B	AC	UNDEV	
MACHIAS L (LITTLE)	1578	NASHVILLE PLT	G	275	S	S						2	AC	UNDEV	3
MACHIAS L (SECOND)	1138	T37 MD BPP	C	192	S					S		2	AC	DEV	
MACHIAS L (THIRD)	1124	T42 MD BPP	C	2778	O	O	+	+	+	S	+	1A	AC	UNDEV	2
MACWAHOC L (LOWER)	3058	T02 R04 WELS	F	188								3	AC	UNDEV	
MACWAHOC L (UPPER)	3052	T03 R04 WELS	F	269	S							2	AC	UNDEV	
MADAGASCAL P (BIG)	2254	T03 R01 NBPP	F	750	S							2	AC	UNDEV	
MADAGASCAL P(LITTLE)	2258	T03 R01 NBPP	F	40	S							2	AC	UNDEV	
MADAWASKA L	1802	T16 R04 WELS	G	1526	S	S			O	S		1B	AC	DEV	5
MARBLE P	0280	BLANCHARD PLT	E	15	S							2	AC	UNDEV	
MARBLE P	2186	T05 R08 WELS	F	75	S		S	S	O		O	1A	INAC	UNDEV	1
MARCIAL L	1636	WALLAGRASS PLT	G	13								3	INAC	UNDEV	
MARTIN L	1858	CASWELL PLT	G	13								3	INAC	UNDEV	
MARY PETUCHE P	2474	PRENTISS TWP	E	10	S					O		1B	INAC	UNDEV	1/6
MASSACHUSETTS BOG	8597	MASSACHUSETTS GORE	D	30	O							1B	AC	UNDEV	
MATAGAMON L	4260	T06 R08 WELS	F	4165	S	O	S	S	O	O		1A	AC	UNDEV	
MATHERSON P	3072	T09 R05 WELS	G	45								3	AC	UNDEV	
MATHEWS P	2836	T08 R10 WELS	G	19	O							1B	INAC	UNDEV	1
MATTAMISCONTIS L	2140	T03 R09 NWP	F	1025	S							2	INAC	UNDEV	
MATTAMISCONTIS L(LT)	2138	T03 R09 NWP	F	275	S							2	AC	UNDEV	3
MATTASEUNK L	3040	MOLUNKUS TWP	F	576	S							2	AC	DEV	3
MATTAWAMKEAG L	1686	T04 R03 WELS	F	3330	S	O	S	O		S	S	1A	AC	UNDEV	
MAY P	2826	T07 R11 WELS	E	30								3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
				FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV		
MAYFIELD P	0260	MAYFIELD TWP	D	140	S							2	AC	DEV	
MCCLUSKY L	1660	T14 R05 WELS	G	49	m							3	AC	UNDEV	
MCDUGAL P	4022	T06 R15 WELS	E	11								3	INAC	UNDEV	
MCGILVRY P	3082	T08 R06 WELS	G	25								3	INAC	UNDEV	
MCGOOSELEY P	4032	T04 R15 WELS	E	38		S						2	AC	UNDEV	
MCGOWAN P	1962	T11 R08 WELS	G	160								3	INAC	UNDEV	
MCKEEN L	1476	T14 R10 WELS	G	147	S	+						2	AC	UNDEV	
MCKENNA P	0688	T03 R11 WELS	E	53	m		O	S				1B	INAC	UNDEV	1/6
MCKENNEY P	0154	UPPER ENCHANTED TWP	E	9								3	INAC	UNDEV	6
MCKENNEY P	2650	HOLEB TWP	E	38	S					O		1B	AC	UNDEV	
MCLELLAN P	0364	ELLIOTTSVILLE TWP	E	15								3	INAC	UNDEV	
MCNALLY P (UPPER)	1930	T11 R10 WELS	G	83	S							2	AC	UNDEV	
MCPHERSON P	1992	T10 R10 WELS	G	77	S							2	AC	UNDEV	
MEDDYBEMPS L	0177	BARING PLT	C	6765	O					S		1B	AC	UNDEV	
MEDUNKEUNK L	2132	T02 R09 NWP	F	67	S							2	AC	DEV	
MESSER P	4244	T05 R08 WELS	F	27	S							2	INAC	UNDEV	6
MESSER P (LITTLE)	5806	T05 R08 WELS	F	30								3	INAC	UNDEV	
METALLAK P	3326	TOWNSHIP C	D	75								3	INAC	UNDEV	
MIDDAY P	0890	ELLIOTTSVILLE TWP	E	12	m							3	INAC	UNDEV	
MIDDLE DEADWATER	1099	KOSSUTH TWP	F	50								3	AC	UNDEV	
MIDNIGHT P	2708	T06 R12 WELS	E	64								3	INAC	UNDEV	
MIDWAY P	3544	SANDY RIVER PLT	D	7								3	INAC	UNDEV	6
MILE P	2982	T08 R14 WELS	E	66								3	INAC	UNDEV	
MILL (CLEAR) P	0200	PLEASANT RIDGE PLT	D	23	S							2	AC	UNDEV	
MILL PRIVILEGE L	4704	T05 R01 NBPP	F	109								3	AC	UNDEV	
MILLIMAGASSETT L	3004	T07 R08 WELS	F	1410	S	O	+	+				1B	INAC	UNDEV	1
MILLINOCKET L	2020	T01 R08 WELS	F	8960	S	O	S+	S+	+	S	S+	1A	AC	UNDEV	
MILLINOCKET L	4156	T07 R09 WELS	F	2701	S	S+	S	S	+	O	+	1A	AC	UNDEV	
MINISTER L (LITTLE)	0592	T02 R10 WELS	F	4								3	INAC	UNDEV	6
MINISTER P (BIG)	0590	T02 R10 WELS	F	15	O							1B	INAC	UNDEV	1/6
MINK MARSH P	1982	T10 R10 WELS	G	13	S	S						2	AC	UNDEV	
MINK P	1478	T14 R10 WELS	G	21								3	AC	UNDEV	
MISERY P	5800	MISERY TWP	E	36	S		S-	S+			+	2	AC	UNDEV	
MISERY P (UPPER)	5802	MISERY TWP	E	18	S							2	AC	UNDEV	
MITCHELL P	9757	T07 R09 WELS	F	30								3	AC	UNDEV	
MOCCASIN P	1590	T14 R08 WELS	G	32	O							1B	AC	UNDEV	1
MOLUNKUS L	3038	MOLUNKUS TWP	F	1050	S							2	AC	DEV	
MONKEY P	0526	TA R11 WELS	E	30	S							2	INAC	UNDEV	
MONROE L	1126	T43 MD BPP	C	45	S	S						2	AC	UNDEV	
MONROE P (EAST)	9641	T43 MD BPP	C	10	S							2	AC	UNDEV	
MONROE P (WEST)	9811	T43 MD BPP	C	13	S							2	AC	UNDEV	
MONTEGAIL P	1196	T19 MD BPP	C	170	S							2	AC	UNDEV	
MOORE P	5096	BRADSTREET TWP	E	47	S					O		1B	AC	UNDEV	
MOOSE BOG	7688	BOWMANTOWN TWP	D	40	S	S						2	INAC	UNDEV	
MOOSE P	0118	BOWTOWN TWP	D	11	S							2	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W		RESOURCE RATINGS							RESOURCE	LAND USE		MGNT
	LAKE#	TOWN NAME	REG	SIZE(AC)	FSH	WLD	SC	SH	BOT	CLT	PHY	CLASS	ACCESS	DEV	CLASS
MOOSE P	0902	ELLIOTTSVILLE TWP	E	14	m							3	AC	UNDEV	
MOOSE P (LITTLE)	4152	T07 R10 WELS	F	25								3	AC	UNDEV	
MOOSE P (UPPER)	2828	T07 R10 WELS	F	35								3	INAC	UNDEV	
MOOSEHEAD L	0390	LITTLE SQUAW TWP	E	74890	O	O	O	O	O	O	O	1A	AC	DEV	
MOOSEHEAD L #1	MH01	COVE PT TWP	E	6091	O	O	O	S	O	O	O	1A	AC	DEV	
MOOSEHEAD L #2	MH02	BEAVER COVE	E	12066	O	O	O	S	O	O	O	1A	AC	DEV	
MOOSEHEAD L #3	MH03	LILY BAY TWP	E	6072	O	O	O	S	O	O	O	1A	AC	DEV	
MOOSEHEAD L #4	MH04	SANDBAR TRACT TWP	E	12046	O	O	S	S	O	O	O	1A	AC	DEV	
MOOSEHEAD L #5	MH05	SPENCER BAY TWP	E	4710	O	O	O	S	O	O	O	1A	AC	UNDEV	
MOOSEHEAD L #6	MH06	TOMHEGAN TWP	E	9925	O	O	O		O	O	O	1A	AC	DEV	
MOOSEHEAD L #7	MH07	DAYS ACADEMY GRANT	E	8037	O	O	O	S	O	O	O	1A	AC	DEV	
MOOSEHEAD L #8	MH08	NORTHEAST CARRY TWP	E	15802	O	O	O	O	O	O	O	1A	AC	DEV	
MOOSELEUK L	1990	T10 R09 WELS	G	422	S	O*	O-				O	1A	AC	UNDEV	2
MOOSELOOKMEGUNTIC L	3302	RICHARDSONTOWN TWP	D	16300	O	O	O	O			O	1A	AC	DEV	
MOOSELOOKMEGUNTIC L	MLML	RICHARDSONTOWN TWP	D	14101	O	O	S	O			O	1A	AC	DEV	
MOPANG L	1172	DEVEREAUX TWP	C	1487	O		S	S				1B	AC	UNDEV	
MOPANG L (FIRST)	7339	T30 MD BPP	C	27	S							2	AC	DEV	
MOPANG L (SECOND)	1170	DEVEREAUX TWP	C	145	S							2	AC	UNDEV	
MORANCY P	4394	T07 SD	C	64								3	AC	UNDEV	
MORRELL P	4262	T07 R08 WELS	F	40								3	INAC	UNDEV	
MOSQUITO BROOK P	1604	T14 R07 WELS	G	10	S							2	AC	UNDEV	
MOSQUITO P	4052	THE FORKS PLT	D	71	S	S	O	S				1B	AC	UNDEV	
MOUNTAIN BROOK P	0414	BOWDOIN COL GR WEST	E	21	O			+				1B	AC	UNDEV	
MOUNTAIN CATCHER P	4258	T06 R08 WELS	F	84	S							2	INAC	UNDEV	6
MOUNTAIN P	0432	BEAVER COVE	E	56	S					S		2	INAC	UNDEV	6
MOUNTAIN P	1956	T10 R10 WELS	G	80	S	S	S	+		+		2	AC	UNDEV	
MOUNTAIN P	2989	T08 R15 WELS	E	30								3	AC	UNDEV	
MOUNTAIN P	3540	RANGELEY PLT	D	35	O							1B	AC	UNDEV	
MOUNTAIN VIEW P	0488	TA R11 WELS	E	13	S							2	INAC	UNDEV	6
MOXIE BOG	7106	BALD MTN TWP T2R3	D	15	S							2	AC	UNDEV	
MOXIE P	3585	TOWNSHIP D	D	6								3	INAC	UNDEV	6
MOXIE P	4050	EAST MOXIE TWP	D	2370	S		O	S		S	P	1B	AC	DEV	
MOXIE P (LITTLE)	0316	EAST MOXIE TWP	D	73	S						O	1B	AC	UNDEV	
MT CATCHER P(LITTLE)	9922	T06 R08 WELS	F	13								3	INAC	UNDEV	
MUD BROOK FLOWAGE	9632	T02 R08 WELS	F	50			S					2	INAC	UNDEV	
MUD GAUNTLET DEADWTR	0470	TB R11 WELS	F	10								3	INAC	UNDEV	
MUD L	1680	T17 R04 WELS	G	972	S					S		2	AC	DEV	
MUD L	1688	T03 R03 WELS	F	122								3	INAC	UNDEV	
MUD L	1732	T04 R03 WELS	F	153								3	INAC	UNDEV	
MUD L	1866	CASWELL PLT	G	19								3	INAC	UNDEV	
MUD L	7399	FOREST CITY TWP	F	291							+	3	AC	DEV	
MUD P	0330	LITTLE SQUAW TWP	E	10								3	INAC	UNDEV	
MUD P	0398	BEAVER COVE	E	249		S					S	2	INAC	UNDEV	
MUD P	0542	TA R10 WELS	F	225			S					2	AC	UNDEV	
MUD P	1496	T19 R11 WELS	G	21								3	INAC	UNDEV	
MUD P	1532	T15 R09 WELS	G	63								3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W		RESOURCE RATINGS						RESOURCE		LAND USE		MGNT
	LAKE#	TOWN NAME	REG	SIZE (AC)	FSH	WLD	SC	SH	BOT	CLT	PHY	CLASS	ACCESS	DEV	CLASS
MUD P	1546	T13 R08 WELS	G	30		S						2	AC	UNDEV	
MUD P	1600	T13 R07 WELS	G	19								3	INAC	UNDEV	
MUD P	1874	T12 R17 WELS	G	49								3	AC	UNDEV	
MUD P	2066	T02 R10 WELS	F	20								3	INAC	UNDEV	
MUD P	2182	T06 R08 WELS	F	254								3	AC	UNDEV	
MUD P	2340	TOWNSHIP 6 N OF WELD D	D	6								3	INAC	UNDEV	6
MUD P	2360	TIM POND TWP	D	30	S							2	AC	UNDEV	
MUD P	2530	THORNDIKE TWP	E	50								3	AC	UNDEV	
MUD P	2618	BALD MTN TWP T4R3	E	12								3	INAC	UNDEV	
MUD P	2648	HOLEB TWP	E	17								3	AC	UNDEV	
MUD P	2696	ATTEAN TWP	E	90			S-					2	AC	UNDEV	
MUD P	2884	T06 R12 WELS	E	1357								3	INAC	UNDEV	
MUD P	2908	T04 R12 WELS	E	392		S				S		2	INAC	UNDEV	
MUD P	2968	T09 R15 WELS	G	173								3	INAC	UNDEV	
MUD P	3092	DREW PLT	F	250		O						1B	AC	UNDEV	
MUD P	3334	COBURN GORE	D	25								3	AC	UNDEV	
MUD P	3538	RANGELEY PLT	D	15								3	INAC	UNDEV	
MUD P	4056	MOXIE GORE	D	18								3	INAC	UNDEV	
MUD P	4084	CHASE STREAM TWP	D	20								3	INAC	UNDEV	
MUD P	5068	BEATTIE TWP	E	12								3	INAC	UNDEV	
MUD P	9917	JIM POND TWP	D	14	S							2	AC	DEV	3
MUD P (LITTLE)	0738	T04 R12 WELS	E	43								3	AC	UNDEV	
MUD P (LITTLE)	2180	T06 R08 WELS	F	15								3	INAC	UNDEV	
MULE BROOK DEADWATER	9796	T10 R10 WELS	G	23	+							3	AC	UNDEV	
MULE P	2422	RUSSELL POND TWP	E	14			S					2	INAC	UNDEV	
MUNSON L	1350	T18 ED BPP	C	40								3	INAC	UNDEV	
MUNSUNGAN L	4180	T08 R10 WELS	G	1415	O		O	S		O		1A	AC	UNDEV	2
MURPHY P	0486	TA R11 WELS	E	12								3	INAC	UNDEV	6
MURPHY P (BIG)	0638	RAINBOW TWP	E	15	S							2	INAC	UNDEV	6
MUSCALSEA P (BIG)	4036	RUSSELL POND TWP	E	14	m		S					2	INAC	UNDEV	6
MUSCALSEA P (LITTLE)	4034	RUSSELL POND TWP	E	11	m							3	INAC	UNDEV	6
MUSKRAT P	2532	THORNDIKE TWP	E	100								3	AC	UNDEV	
MUSQUACOOK L (1ST)	1914	T11 R11 WELS	G	698	S					S		2	AC	UNDEV	
MUSQUACOOK L (2ND)	1916	T11 R11 WELS	G	813	S					S		2	AC	UNDEV	
MUSQUACOOK L (3RD)	1918	T11 R11 WELS	G	397	S					S		2	AC	UNDEV	
MUSQUACOOK L (4TH)	1920	T10 R11 WELS	G	749	S	S	S			S		1B	AC	UNDEV	
MUSQUACOOK L (5TH)	1946	T10 R11 WELS	G	358		O	S			S		1B	AC	UNDEV	
MUSQUASH L (LITTLE)	1128	T37 MD BPP	C	26	m							3	AC	UNDEV	
MUSQUASH L (WEST)	1096	T06 R01 NBPP	C	1613	O		O	S		S		1A	AC	UNDEV	2
MUSQUASH P (FIRST)	0566	T01 R11 WELS	E	53						S		2	AC	UNDEV	
MUSQUASH P (SECOND)	0564	T01 R11 WELS	E	55						S		2	AC	UNDEV	
MUSQUASH P (THIRD)	0570	T01 R11 WELS	E	25								3	AC	UNDEV	
MYRICK P	4416	T10 SD	C	45			S					2	AC	DEV	
NAHMAKANTA L	0698	T01 R11 WELS	E	1024	O		O	O	O	S		1A	AC	UNDEV	2
NARRAGUAGUS L	4414	T16 MD	C	426	S		S	S		S		1B	INAC	DEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV		
NARROW P	2976	T08 R14 WELS	E	151	S							O	1B	AC	UNDEV	
NESOURDNEHUNK DWTR	0600	T02 R10 WELS	F	300	O	O						S	1A	AC	UNDEV	
NICATOUS L	4766	T40 MD	F	5165	S	O	O	O			S		1A	AC	DEV	4
NOLLESEMIC L	2128	T03 R09 NWP	F	660									3	AC	UNDEV	
NORTH P	0870	ELLIOTTSVILLE TWP	E	58	S			+					2	INAC	UNDEV	
NORTH P	1768	T08 R03 WELS	G	16	m								3	INAC	DEV	
NORTH P	3284	GRAFTON TWP	D	15									3	INAC	UNDEV	
NORTH P	9781	T14 R09 WELS	G	15	O					S			1B	INAC	UNDEV	1
NORTHWEST P	3342	MASSACHUSETTS GORE	D	45	S								2	INAC	UNDEV	
NORTHWEST P (LITTLE)	3344	MASSACHUSETTS GORE	D	10	S								2	INAC	UNDEV	
NORWAY L	9526	T05 R01 NBPP	F	92			S	S					2	AC	UNDEV	
NOTCH P	0786	BOWDOIN COL GR WEST	E	10	S								2	INAC	UNDEV	6
NOTCH P (BIG)	0328	LITTLE SQUAW TWP	E	12	S								2	INAC	UNDEV	6
NOTCH P (LITTLE)	0326	LITTLE SQUAW TWP	E	10	S								2	INAC	UNDEV	6
NUMBER NINE L	1756	T09 R03 WELS	G	120	S								2	AC	DEV	5
NUMBER THREE P	9635	T03 R01 NBPP	F	666	S		S	S	O				1B	AC	UNDEV	
OAK KNOLL B DEADWTR	2010	T03 R09 NWP	F	15									3	INAC	UNDEV	
ONAWA L	0894	ELLIOTTSVILLE TWP	E	1344	O	O	O	S		S			1A	AC	DEV	3
ORIE L	1094	T06 R01 NBPP	C	42	S								2	AC	UNDEV	
OTTER BOG	4408	T09 SD	C	13									3	AC	UNDEV	
OTTER L	1694	T03 R04 WELS	F	81									3	INAC	UNDEV	
OTTER P	0114	BOWTOWN TWP	D	77	S								2	AC	UNDEV	
OTTER P	1216	T24 MD BPP	C	12									3	INAC	UNDEV	
OTTER P	2860	SOPER MOUNTAIN TWP	G	40									3	AC	UNDEV	
OTTER P	2872	T08 R14 WELS	E	109									3	AC	UNDEV	
OTTER P	2924	T03 R13 WELS	E	25	S								2	INAC	UNDEV	
OTTER P	3074	T08 R05 WELS	G	64						S			2	AC	UNDEV	
OTTER P	3338	CHAIN OF PONDS TWP	D	30	S								2	AC	UNDEV	
OTTER P	3972	PARMACHENESE TWP	D	14		S							2	AC	UNDEV	
OTTER P	4110	SANDWICH ACAD GRANT	E	12	S								2	INAC	UNDEV	
OTTER P	7142	MAYFIELD TWP	D	25									3	AC	DEV	5
OTTER P	7344	CARRYING PLC TWN TWP	D	12									3	AC	DEV	
OTTER P (NORTH)	0116	BOWTOWN TWP	D	71	S								2	AC	UNDEV	
OXBROOK L (LOWER)	1106	T06 R01 NBPP	C	365	S		S	S					2	AC	DEV	
OXBROOK L (UPPER)	1104	T06 R01 NBPP	C	422	S		S	S					2	AC	UNDEV	
OXHEAD P (LOWER)	4768	T40 MD	F	20									3	AC	UNDEV	
OXHEAD P (MIDDLE)	4770	T40 MD	F	38	S								2	AC	UNDEV	
OXHEAD P (UPPER)	5808	T40 MD	F	87	S								2	AC	UNDEV	
PACKARD STREAM DWTR	9584	LAKE VIEW PLT	F	20									3	INAC	UNDEV	
PALIN P	0256	BRIGHTON PLT	D	10									3	AC	UNDEV	
PALMER P	0266	MAYFIELD TWP	D	40	S								2	AC	UNDEV	
PALMER P (LITTLE)	0268	MAYFIELD TWP	D	22									3	INAC	UNDEV	
PAPOOSE P	0338	LITTLE SQUAW TWP	E	3									3	INAC	UNDEV	6
PAPOOSE P (LITTLE)	3268	ALBANY TWP	A	19	m		S						2	AC	DEV	5
PARKER P	5148	T03 R05 BKP WKR	D	80									3	AC	UNDEV	
PARLIN P	2544	PARLIN POND TWP	E	543	S		S	S	S				1B	AC	DEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
PARMACHENESE L	3966	LYNCHTOWN TWP	D	912	S	S				S-	O	1B	AC	UNDEV	
PARTRIDGE P	2790	T08 R11 WELS	G	30								3	AC	UNDEV	
PARTRIDGE P (LOWER)	2788	T08 R11 WELS	G	12								3	AC	UNDEV	
PARTRIDGE P (UPPER)	2792	T08 R11 WELS	G	12								3	INAC	UNDEV	
PASSAMAGAMET L	0970	T01 R09 WELS	F	461			S	S	O			1B	INAC	UNDEV	1
PATRICK L	1380	MARION TWP	C	275	S							2	AC	UNDEV	
PATTE MILL P	6761	ALBANY TWP	A	26	m							3	AC	UNDEV	
PATTEN P	1330	GRAND LAKE STREAM PL	C	96								3	INAC	UNDEV	
PEAKED MOUNTAIN P	1254	T19 MD BPP	C	227	S					O		1B	AC	UNDEV	
PEAKED MOUNTAIN P	2208	T04 R07 WELS	F	61	S		S	S				2	INAC	DEV	
PEAKED MOUNTAIN P	5774	T10 R11 WELS	G	13	S							2	AC	UNDEV	
PEARL P # 1	0416	BOWDOIN COL GR WEST	E	10								3	INAC	UNDEV	
PEEP L	9821	T30 MD BPP	C	32	S							2	AC	DEV	5
PELLETIER B L (1ST)	1564	T16 R09 WELS	G	25	S							2	AC	UNDEV	
PELLETIER B L (2ND)	1566	T16 R09 WELS	G	26	S							2	AC	UNDEV	
PELLETIER B L (3RD)	1560	T16 R09 WELS	G	83	O		+					1B	AC	UNDEV	
PELLETIER B L (4TH)	1562	T16 R09 WELS	G	49	O							1B	AC	UNDEV	
PELLETIER B L (5TH)	1504	T15 R09 WELS	G	27	S					+		2	INAC	UNDEV	
PELLETIER B L (6TH)	1502	T15 R09 WELS	G	32	S							2	AC	UNDEV	
PEMADUMCOOK CHAIN L	0982	T01 R10 WELS	F	18300	S		O	S		O	S	1A	AC	DEV	3
PEMADUMCOOK L	PPEM	T01 R09 WELS	F	7356	S		O	S		S	S	1A	AC	UNDEV	3
PENMAN P	0113	T26 ED BPP	C	29								3	AC	DEV	5
PENNINGTON P	1612	T15 R06 WELS	G	45	S		S					2	AC	UNDEV	
PENOBSCOT L	0339	DOLE BROOK TWP	E	1019	O		O	S		S	O	1A	AC	UNDEV	2
PENOBSCOT P	0568	T01 R12 WELS	E	279	S		S		O			1B	AC	UNDEV	
PENOBSCOT P (LITTLE)	0560	T01 R11 WELS	E	38						S		2	AC	UNDEV	
PEPPERPOT P	3298	ADAMSTOWN TWP	D	50	m	S						2	AC	UNDEV	
PERCH P	1522	T15 R09 WELS	G	17	S							2	AC	UNDEV	
PETE'S P	1482	T13 R10 WELS	G	20	S							2	INAC	UNDEV	
PICKEREL L	1166	T30 MD BPP	C	23	m							3	AC	UNDEV	
PICKEREL P	4587	T32 MD	F	11								3	AC	UNDEV	
PICKEREL P (LITTLE)	1080	BROOKTON TWP	F	27	S							2	AC	DEV	
PICKEREL P (LITTLE)	4780	T34 MD	C	13	m							3	INAC	UNDEV	
PICKETT MOUNTAIN P	3658	T06 R06 WELS	F	173	S		S					2	AC	UNDEV	
PIERCE P	0086	PIERCE POND TWP	D	1650	O	S	O	S+		+		1A	AC	UNDEV	2
PIKE BROOK P (EAST)	9819	T18 MD BPP	C	12	S							2	AC	UNDEV	
PIKE BROOK P (WEST)	9667	T18 MD BPP	C	32	S							2	AC	UNDEV	
PILLSBURY P	2786	T08 R11 WELS	G	301			S					2	AC	UNDEV	
PILLSBURY P (LITTLE)	2800	T08 R11 WELS	G	45	S							2	AC	UNDEV	
PINE P	2990	T07 R15 WELS	E	16								3	INAC	UNDEV	
PINE P (BIG)	2920	T03 R13 WELS	E	164	S							2	AC	UNDEV	
PINE P (LITTLE)	9716	T03 R13 WELS	E	25								3	INAC	UNDEV	
PINE STREAM FLOWAGE	2906	T04 R13 WELS	E	167		S			O			1B	AC	UNDEV	
PISTOL L (LOWER)	4756	T03 ND	F	979	S	S	S	S				1B	AC	UNDEV	
PISTOL L (MIDDLE)	4750	T04 ND	F	112	S							2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS										RESOURCE		LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY	CLASS	ACCESS	DEV					
PISTOL L (SIDE)	4752	T03 ND	F	147	S									2	AC	UNDEV			
PISTOL L (UPPER)	4748	T04 ND	F	128	S									2	INAC	UNDEV			
PITMAN P	0598	T02 R10 WELS	F	20										3	INAC	UNDEV	6		
PLEASANT & MUD LAKES	3670	T06 R06 WELS	F	498	S		O							1B	AC	UNDEV			
PLEASANT L	1100	T06 R01 NBPP	C	1574	O		O	S	O					1A	AC	UNDEV	2		
PLEASANT L	1728	T04 R03 WELS	F	1832	O		S				S			1B	AC	UNDEV			
PLEASANT L (BIG)	2756	T09 R11 WELS	G	979	S	S	O	S			S			1A	AC	UNDEV			
PLEASANT P	0224	THE FORKS PLT	D	1120	S			+	+		S	S		2	AC	DEV	5		
PLEASANT P	2160	ORNEVILLE TWP	F	92	S									2	AC	DEV			
PLEASANT P (BIG)	0512	TA R11 WELS	E	195	S									2	AC	UNDEV			
PLEASANT P (LITTLE)	0510	TA R11 WELS	E	30										3	AC	UNDEV			
PLEASANT P (LITTLE)	1943	T10 R11 WELS	G	91	O	S			+					1B	AC	UNDEV			
PLEASANT RIVER L	1210	DEVEREAUX TWP	C	949	S									2	AC	DEV			
PLUNKETT P	3056	SILVER RIDGE TWP	F	435	S									2	AC	UNDEV			
POCKWOCKAMUS DEADWTR	9688	T02 R09 WELS	F	275								S		2	INAC	DEV			
POCKWOCKAMUS P	0245	T02 R09 WELS	F	46			S	S				S		2	AC	UNDEV			
POCUMCUS L	1110	T05 ND BPP	C	2201	O	O					S			1A	AC	UNDEV	3		
POLAND P	2994	T07 R14 WELS	E	490	S	O	O	S				O		1A	AC	UNDEV			
POLAND P (UPPER)	PPUP	T07 R14 WELS	E	245	S	O	O	S				O		1A	INAC	UNDEV	1		
POLLY P	0692	T03 R11 WELS	E	15	m									3	INAC	UNDEV	6		
POLLYWOG P	0576	T01 R11 WELS	E	147	S									2	AC	UNDEV			
POND IN THE RIVER	3328	TOWNSHIP C	D	512	O	S	S		O					1A	AC	DEV	4		
POOLER P	4106	THE FORKS PLT	D	10										3	AC	UNDEV			
PORK BARREL L	1102	T06 R01 NBPP	C	33										3	INAC	UNDEV			
PORTAGE P (LOWER)	2760	T09 R11 WELS	G	35			S				S			2	AC	UNDEV			
PORTAGE P (UPPER)	2762	T09 R11 WELS	G	96	S						S			2	AC	UNDEV			
PORTER P	4760	T03 ND	F	58	S									2	INAC	UNDEV	6		
POSSUM P	1310	T26 ED BPP	C	30	m									3	AC	DEV			
PRATT L	1972	T11 R09 WELS	G	96	S	S								2	AC	UNDEV			
PRENTISS P	0562	T01 R11 WELS	E	12	S									2	AC	UNDEV			
PRESCOTT P	0898	ELLIOTTSTVILLE TWP	E	14	m									3	INAC	UNDEV			
PRESCOTT P	4058	MOXIE GORE	D	30		S								2	AC	UNDEV			
PRESLEY L	1870	T12 R17 WELS	G	202										3	AC	UNDEV			
PRESLEY L (LITTLE)	1876	T12 R17 WELS	G	32							S	P		2	INAC	UNDEV			
PRESQUE ISLE L	1758	T09 R03 WELS	G	38										3	AC	DEV	5		
PRETTY P	1214	T24 MD BPP	C	27										3	AC	DEV			
PRETTY P	2802	T08 R11 WELS	G	45			S							2	INAC	UNDEV			
PRIESTLY L	1906	T10 R13 WELS	G	645	S		O				S	O		1A	AC	UNDEV			
PROCTOR P	3210	ALBANY TWP	A	45	m									3	AC	DEV	5		
PRONG P	9791	BEAVER COVE	E	427	S	O	O	S						1A	AC	UNDEV			
PUDDING P	0932	BARNARD TWP	E	12										3	AC	DEV			
PUG (SILVER PUG) L	1308	T26 ED BPP	C	198	S									2	AC	DEV			
PUG L (HOSEA)	1306	T26 ED BPP	C	58	S									2	INAC	UNDEV			
PUG L (LOWER)	4694	LAKEVILLE	F	70	S									2	INAC	UNDEV			
PUG L (UPPER)	4696	LAKEVILLE	F	50	S									2	INAC	UNDEV			
PUGHOLE P	4786	T41 MD	F	70	S			+	O					1B	AC	UNDEV			

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS										RESOURCE CLASS	LAND USE ACCESS DEV	MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY						
PUNCHBOWL P	0294	BLANCHARD PLT	E	40	S		O	S						1B	AC	UNDEV	
PUSHINEER P	1514	T15 R09 WELS	G	55	O									1B	AC	UNDEV	
QUAKISH L	2116	T03 INDIAN PURCHASE	F	1000	S	O				S	S			1B	AC	UNDEV	
RABBIT P	0366	ELLIOTTSVILLE TWP	E	10										3	INAC	UNDEV	6
RABBIT P	0552	T01 R11 WELS	E	10	m									3	INAC	UNDEV	6
RAGGED L	2936	T02 R13 WELS	E	2712	O		O	S		S				1A	AC	UNDEV	4
RAGGED P	2746	T09 R10 WELS	G	11	S									2	AC	UNDEV	
RAGGED P (LOWER E)	0996	T04 INDIAN PURCHASE	F	30			S				S			2	INAC	UNDEV	
RAGGED P (LOWER W)	0994	T04 INDIAN PURCHASE	F	30			S							2	INAC	UNDEV	
RAGGED P (UPPER E)	0998	T04 INDIAN PURCHASE	F	13							S			2	INAC	UNDEV	
RAGGED P (UPPER W)	0992	T04 INDIAN PURCHASE	F	40			S							2	INAC	UNDEV	
RAINBOW DEADWATERS	9698	RAINBOW TWP	E	58	O									1B	INAC	UNDEV	1/6
RAINBOW L	0614	RAINBOW TWP	E	1664	O		O	O			S			1A	INAC	UNDEV	1
RAINBOW P	4436	T10 SD	C	17										3	INAC	UNDEV	6
RANCOURT P	2632	DENNISTOWN PLT	E	23	S	S								2	INAC	UNDEV	
RANGELEY L	3300	RANGELEY PLT	D	6000	O	S	O	S	S	O	O			1A	AC	DEV	4
RAYS MILL P	0808	T07 R09 NWP	E	10										3	AC	UNDEV	
REDINGTON P	2318	REDINGTON TWP	D	37	S		S							2	AC	DEV	5
REED DEADWATER	2848	T08 R10 WELS	G	10	+	S								3	INAC	UNDEV	
REED P	3088	MACWAHOC PLT	F	19										3	AC	UNDEV	
REED P (BIG)	2842	T08 R10 WELS	G	90	O				O					1A	INAC	UNDEV	1
REED P (LITTLE)	2838	T08 R10 WELS	G	25	m+					+				3	INAC	UNDEV	6
RICHARDSON L	3308	RICHARDSONTOWN TWP	D	7100	O	O	O	O		O	S			1A	AC	DEV	
RICHARDSON L (LOWER)	RHLW	TOWNSHIP C	D	2900	O	S	S	O		S	S			1A	AC	DEV	3
RICHARDSON L (UPPER)	RRUP	RICHARDSONTOWN TWP	D	4200	O	O	O	O		O				1A	AC	DEV	
RICHARDSON P (LO E)	3296	ADAMSTOWN TWP	D	54										3	AC	DEV	
RICHARDSON P (UP E)	3294	ADAMSTOWN TWP	D	85	S									2	AC	DEV	
RICHARDSON P (WEST)	3292	ADAMSTOWN TWP	D	423		S	O	S						1B	AC	DEV	
RIPOGENUS P	2910	T04 R12 WELS	E	76	m	S				S				2	INAC	UNDEV	6
RIVER L (LITTLE)	1118	T43 MD BPP	C	75	m+	S	+							2	INAC	UNDEV	
RIVER P	2092	T02 R09 WELS	F	125			S				S			2	AC	UNDEV	
ROACH P (FIRST)	0436	FRENCHTOWN TWP	E	3270	S		S	S	S	S				1B	AC	DEV	3
ROACH P (FOURTH)	0446	SHAWTOWN TWP	E	266	S		O	S						1B	INAC	UNDEV	1/6
ROACH P (SECOND)	0452	T01 R12 WELS	E	970	S		S			S	S			1B	AC	UNDEV	
ROACH P (SEVENTH)	0500	TA R11 WELS	E	33	S									2	INAC	UNDEV	6
ROACH P (SIXTH)	0480	SHAWTOWN TWP	E	48	S									2	INAC	UNDEV	6
ROACH P (THIRD)	0482	SHAWTOWN TWP	E	570	S		O	S						1B	AC	UNDEV	
ROARING BROOK P	0918	T07 R09 NWP	E	55	m									3	INAC	UNDEV	
ROBAR P	2014	T04 R08 WELS	F	12										3	INAC	UNDEV	
ROBAR P (BIG)	2296	T04 R08 WELS	F	7										3	INAC	UNDEV	6
ROBBINS BROOK P	9794	T12 R11 WELS	G	27	O									1B	INAC	DEV	
ROBERTS P	5164	T05 R20 WELS	E	19	m									3	AC	UNDEV	6
ROBINSON P	2436	T04 R17 WELS	E	34										3	INAC	UNDEV	
ROCK P	3340	CHAIN OF PONDS TWP	D	26	S									2	AC	UNDEV	
ROCK P	3542	SANDY RIVER PLT	D	7										3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
				FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV		
ROCK P	5108	T05 R06 BKP WKR	E 124	O			S+	S				1B	AC	UNDEV	
ROCKABEMA L	3636	MORO PLT	G 339	S			S	S				2	AC	DEV	3
ROCKY BOG	2008	T03 R09 NWP	F 15									3	INAC	UNDEV	
ROCKY L	1348	T18 ED BPP	C 1555	O	S					O		1A	AC	UNDEV	
ROCKY P	0676	T03 R11 WELS	E 16									3	INAC	UNDEV	
ROCKY P	1182	T25 MD BPP	C 32									3	AC	UNDEV	
ROCKY P	2018	T03 R08 WELS	F 16	S								2	INAC	UNDEV	
ROCKY P	4476	T22 MD	C 666	m								3	AC	UNDEV	3
ROCKY P (BIG)	0522	TA R11 WELS	E 115	S								2	INAC	UNDEV	
ROCKY P (LITTLE)	0524	TA R11 WELS	E 12	S								2	INAC	UNDEV	6
RODERIQUE P	0317	ROCKWOOD STRIP-WEST	E 44	S								2	AC	UNDEV	
ROLAND P	0031	DALLAS	D 26									3	INAC	UNDEV	
ROSS L	1888	T10 R15 WELS	G 2892	S				+		S	S	2	AC	UNDEV	
ROUND L	1240	T19 ED BPP	C 352	S	O							1B	AC	DEV	
ROUND MOUNTAIN P	1966	T11 R08 WELS	G 38	S						O		1B	AC	UNDEV	
ROUND MOUNTAIN P	5058	ALDER STREAM TWP	D 73	S+		S						2	AC	UNDEV	
ROUND P	0235	T03 R01 NBPP	F 10									3	AC	UNDEV	
ROUND P	0563	T10 SD	C 205									3	AC	UNDEV	
ROUND P	1470	T13 R12 WELS	G 697	O	O+					S		1A	AC	UNDEV	2
ROUND P	1594	T14 R08 WELS	G 90	S	S							2	AC	UNDEV	3
ROUND P	2670	APPLETON TWP	E 5									3	INAC	UNDEV	6
ROUND P	2914	LOBSTER TWP	E 93									3	AC	UNDEV	
ROUND P	3584	TOWNSHIP E	D 42	O								1B	INAC	DEV	5
ROUND P	4004	T07 R14 WELS	E 375	S		S	S					2	AC	UNDEV	
ROUND P	4076	SQUARETOWN TWP	D 60									3	AC	DEV	
ROUND P	4092	CHASE STREAM TWP	D 30	O								1B	AC	UNDEV	
ROUND P	4100	SAPLING TWP	E 40									3	INAC	UNDEV	
ROUND P	4158	T07 R09 WELS	G 30			+	+			+		3	INAC	UNDEV	
ROUND P	6755	ALBANY TWP	A 14	S								2	INAC	UNDEV	
ROUND P (LITTLE)	2874	EAGLE LAKE TWP	G 58	O	S					O		1A	INAC	UNDEV	1
ROUND P (LITTLE)	4382	T07 SD	C 13									3	INAC	UNDEV	
ROWE L	1964	T11 R08 WELS	G 252	S								2	AC	UNDEV	
ROWE P	0202	PLEASANT RIDGE PLT	D 205	S								2	AC	UNDEV	
ROWE P	4002	T07 R15 WELS	E 250	S		O	S			S		1B	AC	UNDEV	
RUM P	0780	BOWDOIN COL GR WEST	E 245	O								1B	AC	UNDEV	
RUMP P	3112	PARMACHENE TWP	D 35	S						S-		2	AC	DEV	
RUSH P	3062	HERSEYTOWN TWP	F 243		O					S		1B	AC	UNDEV	
RUSH P	5130	KING & BARTLETT TWP	D 10									3	AC	UNDEV	
RUSSELL P	2424	RUSSELL POND TWP	E 152	S		S	S					2	AC	UNDEV	
RUSSELL P (LOWER)	2852	T09 R14 WELS	G 140									3	INAC	UNDEV	
RUSSELL P (MIDDLE)	2958	T09 R14 WELS	G 24									3	INAC	UNDEV	
RUSSELL P (UPPER)	2960	T09 R14 WELS	G 282	S								2	INAC	UNDEV	
RUSSELL P(1ST SO BR)	2978	T08 R14 WELS	E 40									3	INAC	UNDEV	
RUSSELL P(2ND SO BR)	2988	T08 R14 WELS	E 66									3	INAC	UNDEV	
SABAO L (LOWER)	4784	T35 MD	C 755	O						S		1B	AC	UNDEV	
SABAO L (UPPER)	4522	T41 MD	F 486	S		+	+	O	S	S		1B	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
SABBATH DAY P	3578	TOWNSHIP E	D	57	S							2	INAC	DEV	
SADDLE P	4240	T07 R09 WELS	F	64	S		S					2	AC	UNDEV	
SADDLEBACK L	3536	DALLAS	D	358	S							2	AC	DEV	
SADDLEBACK P	3550	SANDY RIVER PLT	D	13	S							2	INAC	UNDEV	6
SADDLEROCK P	9662	TB R11 WELS	F	10						S		2	AC	UNDEV	
SAFFORD P	0006	LEXINGTON TWP	D	40				O				1B	AC	UNDEV	
SAG P	1484	T13 R10 WELS	G	10								3	INAC	UNDEV	
SAINT CROIX L	1774	ST CROIX TWP	G	416	S	S				S		2	AC	DEV	
SAINT FRANCIS L	2398	T08 R16 WELS	G	322						P		3	AC	UNDEV	
SAINT FROID L	1610	WINTERVILLE PLT	G	2400	S				+	S	S	2	AC	DEV	
SALMON P	1158	T30 MD BPP	C	11	S							2	AC	DEV	
SALMON P	2900	T04 R13 WELS	E	107								3	INAC	UNDEV	
SALMON P	4422	T10 SD	C	10	S				+			2	INAC	UNDEV	
SALMON STREAM L	3046	T01 R06 WELS	F	659			S				S	2	INAC	UNDEV	
SALMON STREAM L (LT)	3048	T01 R06 WELS	F	218								3	INAC	UNDEV	
SAM HILL L	1156	T31 MD BPP	C	46								3	AC	UNDEV	
SAMPSON P	0812	T07 R09 NWP	E	30								3	AC	UNDEV	
SANDY RIVER P (MID)	3566	SANDY RIVER PLT	D	70	S							2	AC	DEV	5
SANDY RIVER P (LOWER)	3564	SANDY RIVER PLT	D	17								3	AC	DEV	5
SANDY RIVER P (UPPER)	3568	SANDY RIVER PLT	D	28								3	AC	DEV	5
SAPONAC P	4722	GRAND FALLS TWP	F	922	S		S	S		S	P-	1B	AC	DEV	3
SAWELLE DEADWATER	2174	T06 R07 WELS	F	218	S	O	S					1B	AC	UNDEV	
SAWELLE P	3008	T07 R08 WELS	F	174		O						1B	INAC	UNDEV	1
SAWELLE P (LITTLE)	5778	T07 R08 WELS	F	10		O						1B	INAC	UNDEV	1
SCHOODIC L	0956	LAKE VIEW PLT	F	7168	S		S			S	S	1B	AC	DEV	3,5
SCHOODIC L	1230	T18 MD BPP	C	389	S				O			1B	AC	UNDEV	
SCOTT DEADWATER (LT)	4010	T06 R14 WELS	E	24								3	INAC	UNDEV	
SCOTT P	1762	T08 R03 WELS	G	12		S						2	INAC	UNDEV	
SCOTT P (LITTLE)	4030	T05 R14 WELS	E	47		S						2	AC	UNDEV	
SCRAGGLEY L	9649	T06 R01 NBPP	C	2758	S		S	S		S		1B	AC	UNDEV	
SCRAGGLY L	4264	T07 R08 WELS	F	842	O		O	O	O	S	O	1A	AC	UNDEV	2
SCRIBNER BOG	4072	SQUARETOWN TWP	D	15		S						2	AC	UNDEV	
SCUTAZE STREAM DWTR	9586	LAKE VIEW PLT	F	22	m							3	AC	UNDEV	
SEARS P	9766	DOLE BROOK TWP	E	12								3	AC	UNDEV	
SEBOEIS DEADWATER	2172	T06 R07 WELS	F	60								3	INAC	UNDEV	
SEBOEIS L	0954	T04 R09 NWP	F	4201	S	S	O	S		S	S	1A	AC	UNDEV	
SEBOOMOOK L	4048	PLYMOUTH TWP	E	6448	S	O	S	S	S	S	O	1A	AC	UNDEV	
SECOND L	1134	T37 MD BPP	C	102	S							2	AC	DEV	
SECOND L	1268	T18 ED BPP	C	332	S							2	AC	UNDEV	
SECOND L	1374	MARION TWP	C	1650	S	O					O	1A	AC	UNDEV	
SECRET P	0907	ELLIOTTSVILLE TWP	E	12	S							2	INAC	UNDEV	6
SECRET P	3358	SEVEN PONDS TWP	D	10	S							2	INAC	UNDEV	
SEWALL DEADWATER P	2748	T09 R10 WELS	G	14	+	S		+				3	AC	UNDEV	
SHACK P	2912	LOBSTER TWP	E	69	m							3	AC	UNDEV	
SHAD P	2120	T03 INDIAN PURCHASE	F	112								3	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS		
				FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV			
SHADOW P	0331	LITTLE SQUAW TWP	E	17	S						S	2	AC	UNDEV		
SHALLOW L	2876	T07 R14 WELS	E	1110	m+	O						1B	AC	UNDEV		
SHALLOW L (LITTLE)	2868	T07 R14 WELS	E	308	m					S	P	2	INAC	UNDEV		
SHALLOW P	5052	JIM POND TWP	D	52		S						2	AC	UNDEV		
SHAW L	7407	T06 R01 NBPP	C	211	S		S					2	INAC	UNDEV		
SHAW P	5152	T03 R04 BKP WKR	D	45								3	AC	DEV		
SHAW P (LOWER)	5154	T03 R04 BKP WKR	D	64		S						2	AC	UNDEV		
SHILLALAH P	4440	T10 SD	C	21	m							3	INAC	UNDEV		
SHIN P (LOWER)	2198	T05 R07 WELS	F	638	S		S			S		2	AC	DEV	5	
SHIN P (UPPER)	2202	MT CHASE	F	544	O		S			S		1B	AC	DEV		
SHINY L	7433	MARION TWP	C	32	m							3	INAC	UNDEV		
SHIRLEY BOG (EAST)	9600	LITTLE SQUAW TWP	E	70						S		2	AC	UNDEV		
SHIRLEY BOG (WEST)	0350	LITTLE SQUAW TWP	E	275	S							2	AC	UNDEV		
SILVER L	0922	KATAHDIN IRN WKS TWP	F	305	S		S	S		S		1B	AC	DEV	3	
SILVER L	1656	T15 R05 WELS	G	13	S							2	AC	UNDEV		
SIMON P	1324	CODYVILLE PLT	C	14								3	INAC	UNDEV		
SIMSQUISH L	1316	LAMBERT LAKE TWP	C	115								3	INAC	UNDEV		
SING SING P	0558	T01 R11 WELS	B	50	S							2	INAC	UNDEV		
SKITACOOK L	1730	T04 R03 WELS	F	435								3	AC	UNDEV		
SLAUGHTER P	0690	T03 R11 WELS	E	66	O		+	O	S+		S	+	1B	INAC	UNDEV	1/6
SMITH (WEEKS) P	0254	BRIGHTON PLT	D	160	S							2	AC	UNDEV		
SMITH BROOK P	1770	DUDLEY TWP	G	32								3	INAC	UNDEV		
SMITH BROOK P	4184	T09 R10 WELS	G	12								3	INAC	UNDEV		
SMITH P	0896	ELLIOTTSTVILLE TWP	E	10	S							2	INAC	UNDEV		
SMITH P	2012	T03 INDIAN PURCHASE	F	208	S							2	AC	DEV	5	
SMITH P	2546	PARLIN POND TWP	B	16	S							2	AC	UNDEV		
SMITH P	2638	FORSYTH TWP	E	15	m					S		2	INAC	UNDEV		
SMITH P	3078	T08 R05 WELS	G	32								3	INAC	UNDEV		
SMITH P (LITTLE)	2112	T01 R08 WELS	F	24								3	INAC	UNDEV		
SNAKE P	2548	JOHNSON MOUNTAIN TWP	E	8								3	INAC	UNDEV	6	
SNAKE P	2702	T07 R11 WELS	E	275	S		S	S				2	INAC	UNDEV		
SNOW MOUNTAIN P	5060	ALDER STREAM TWP	D	12	S							2	INAC	DEV		
SNOWSHOE L	3028	T07 R07 WELS	F	638	S		O					1B	AC	UNDEV		
SNOWSHOE P	2804	T08 R11 WELS	G	40								3	INAC	UNDEV		
SOCATEAN P #1	4044	PLYMOUTH TWP	E	42	m							3	INAC	UNDEV	6	
SOCATEAN P #2	4046	PLYMOUTH TWP	E	14	m							3	INAC	UNDEV	6	
SOLDIER P	2314	SOLDIERTOWN T2R7WELS	F	42						S		2	INAC	UNDEV		
SOLDIER P	9783	WALLAGRASS PLT	G	96	S							2	AC	DEV	5	
SOLDIER P (LITTLE)	2308	SOLDIERTOWN T2R7WELS	F	20			S			S		2	INAC	UNDEV		
SONGO P	3262	ALBANY TWP	A	224	S				S	S		2	AC	DEV	5	
SOPER BROOK DWTR	9674	T04 R11 WELS	E	20								3	AC	UNDEV		
SOPER LOGAN	2184	T06 R08 WELS	F	15								3	INAC	UNDEV		
SOPER P	2782	SOPER MOUNTAIN TWP	G	246	S							2	INAC	UNDEV		
SOPER P (UPPER)	2784	T08 R11 WELS	G	76	m							3	AC	UNDEV		
SOULE P	4166	T07 R08 WELS	F	19								3	INAC	UNDEV		
SOURDNAHUNK L	2730	T05 R11 WELS	E	1394	O		S	S				1B	AC	UNDEV		

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS	
				FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV		
SOURDNAHUNK L (LIT)	2728	T05 R11 WELS	E 102	O		S						1B	AC	UNDEV	
SOUTH (PINE TREE) P	3560	SANDY RIVER PLT	D 25	S								2	INAC	UNDEV	
SOUTH P	0824	T07 R09 NWP	E 18									3	AC	UNDEV	
SPAULDING P	9764	DOLE BROOK TWP	E 28	S								2	AC	UNDEV	
SPECK P	3288	GRAFTON TWP	D 9									3	INAC	UNDEV	6
SPECTACLE (SPEC) P	4450	OSBORN	C 1754	O								1B	AC	DEV	3
SPECTACLE L (LOWER)	1342	T19 ED BPP	C 26	m								3	INAC	UNDEV	
SPECTACLE L (UPPER)	1344	T19 ED BPP	C 26	m								3	AC	UNDEV	
SPECTACLE P	0282	BLANCHARD PLT	E 60	S								2	INAC	UNDEV	
SPECTACLE P	1580	T10 R08 WELS	G 122	S		S						2	AC	UNDEV	
SPECTACLE P	5122	KING & BARTLETT TWP	D 45	S	S							2	AC	UNDEV	
SPEDNIK L	0121	FOREST CITY TWP	F 17219	S	O	+			S+	+		1B	AC	UNDEV	
SPENCER L	5104	HOBBS TOWN TWP	E 1819	O		O	O	O	O	O		1A	AC	UNDEV	2
SPENCER P	0404	E MIDDLESEX CANAL GR	E 980	S	O*	O	S					1A	AC	UNDEV	2
SPENCER P	2450	COMSTOCK TWP	E 13									3	AC	UNDEV	
SPENCER P	3586	TOWNSHIP D	D 15	S								2	INAC	DEV	
SPENCER P	4754	T03 ND	F 38									3	AC	UNDEV	
SPENCER P (LITTLE)	2950	E MIDDLESEX CANAL GR	E 75		S			O				1B	AC	UNDEV	
SPIDER L	2758	T09 R11 WELS	G 890	S		O	S		S			1B	AC	UNDEV	
SPRING L	0170	T03 R04 BKP WKR	D 762	S	S				S			2	AC	DEV	
SPRING L	4758	T03 ND	F 435	S		S						2	AC	UNDEV	
SPRING P	2170	T06 R07 WELS	F 17									3	AC	UNDEV	
SPRING P	2832	T07 R10 WELS	G 15	O	+	+						2	INAC	UNDEV	6
SPRING RIVER L	4432	T10 SD	C 704	S		O	O					1A	AC	DEV	4
SPRUANCE P	0508	TA R11 WELS	E 15									3	INAC	UNDEV	
SPRUCE MOUNTAIN P	0466	TB R11 WELS	F 20	S		O				S		1B	INAC	UNDEV	1/6
SPRUCE P	0052	LEXINGTON TWP	D 49	S								2	AC	UNDEV	
SQUAPAN L	1654	SQUAPAN TWP	G 5120	S				S	S	P		2	AC	DEV	
SQUARE L	1672	T16 R05 WELS	G 8150	O			+		S	S+		1B	AC	DEV	
SQUAW P (BIG)	0334	LITTLE SQUAW TWP	E 91	O						S		1B	INAC	UNDEV	1/6
SQUAW P (LITTLE)	0336	LITTLE SQUAW TWP	E 25	O						S		1B	INAC	UNDEV	1/6
SQUIRREL P	1932	T11 R10 WELS	G 51									3	AC	UNDEV	
SQUIRTGUN FLOWAGE	7754	CHASE STREAM TWP	D 30									3	INAC	UNDEV	
ST JOHN L (LITTLE)	5168	T05 R20 WELS	E 90									3	AC	UNDEV	
ST JOHN P (FIFTH)	2414	T05 R17 WELS	E 1208	S					S			2	AC	UNDEV	
ST JOHN P (FOURTH)	2416	T05 R17 WELS	E 198	S								2	AC	UNDEV	
ST JOHN P (SECOND)	2432	T04 R17 WELS	E 105							+		3	INAC	UNDEV	6
ST JOHN P (THIRD)	2438	T04 R17 WELS	E 190	S						+		2	INAC	UNDEV	6
ST JOHN P (LOWER 1ST)	2428	T04 R17 WELS	E 29							+		3	INAC	UNDEV	6
ST JOHN P (UPPER 1ST)	2440	T04 R17 WELS	E 30							+		3	INAC	UNDEV	6
STERLING P	1574	T13 R07 WELS	G 38									3	AC	UNDEV	
STILES L	9659	T35 MD	C 51	m+								2	AC	UNDEV	
STINK P	1518	T15 R09 WELS	G 16	S								2	INAC	UNDEV	
STINK P & SNAKE BOG	2818	T07 R11 WELS	E 35									3	AC	UNDEV	
STONY BROOK P	0138	LOWER ENCHANTED TWP	D 15									3	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
STRATTON BROOK P	2317	WYMAN TWP	D	26		O	O					1A	AC	UNDEV	
STRATTON P	0618	RAINBOW TWP	E	15	S							2	INAC	UNDEV	6
STURTEVANT P	3104	MAGALLOWAY PLT	D	518	S		O	S				1B	AC	DEV	
SUCKER BROOK P	0924	KATAHDIN IRN WKS TWP	F	22								3	AC	UNDEV	
SUGAR BERTH P	2634	DENNISTOWN PLT	E	23	S	S						2	AC	UNDEV	
SUMMIT P	2434	T04 R17 WELS	E	52								3	AC	UNDEV	
SUNDAY P	3316	MAGALLOWAY PLT	D	30	S	S						2	INAC	UNDEV	6
SUNDAY P	7674	LYNCHTOWN TWP	D	30								3	AC	UNDEV	
SUNKEN & ROCKY LAKES	1368	MARION TWP	C	1126		S				O		1B	AC	UNDEV	
SUNKEN P	3267	ALBANY TWP	A	26								3	INAC	UNDEV	
SUNSET P	0892	ELLIOTTSVILLE TWP	E	10	m							3	INAC	UNDEV	
SWEENEY BOG	9776	T06 R17 WELS	E	40								3	AC	UNDEV	
SWIFT RIVER P	3576	TOWNSHIP E	D	10	S							2	INAC	UNDEV	
SWIFT RIVER P (LIT)	3572	TOWNSHIP E	D	15	O							1B	INAC	UNDEV	1/6
SYSLADOBSIS L (LO)	4730	T05 ND BPP	F	5376	S		S	S+	O	S		1A	AC	DEV	4
SYSLADOBSIS L (UP)	4688	LAKEVILLE	F	1142	S		S	S		S		1B	AC	DEV	
TACK P	2134	T03 R09 NWP	F	10								3	INAC	UNDEV	
TARBOX P	4008	T06 R14 WELS	E	54								3	AC	UNDEV	
TEA P	2350	JIM POND TWP	D	90	S	S				O		1B	AC	DEV	
TELOS L & ROUND P	2710	T06 R11 WELS	E	2276	O	S	O	S		S		1A	AC	UNDEV	2
TEN THOUSAND ACRE P	4088	CHASE STREAM TWP	E	37	S							2	INAC	UNDEV	
TEN-FORTY P	9704	T02 R12 WELS	E	25	S							2	INAC	UNDEV	
TENMILE L	1058	FORKSTOWN TWP	F	45								3	INAC	UNDEV	
THANKSGIVING P	0288	BLANCHARD PLT	E	17	S							2	AC	DEV	
THE HORNS POND	8601	WYMAN TWP	D	10	S		O	O				1A	INAC	UNDEV	1
THIRD L	1132	T37 MD BPP	C	141	S							2	AC	UNDEV	
THIRD L	2704	T07 R10 WELS	F	474	S		+	S+	S		+	2	INAC	UNDEV	
THIRD L	8220	T28 MD	C	12								3	AC	DEV	
THISSELL P	2726	T05 R11 WELS	E	141	S		S					2	AC	UNDEV	
THOMPSON DEADWATER	1060	REED PLT	F	50								3	AC	UNDEV	
TILDEN P	4418	T10 SD	C	36	S			+				2	INAC	UNDEV	6
TIM P	2362	TIM POND TWP	D	320	O		O				+	1A	AC	UNDEV	2
TITCOMB P	4582	T32 MD	F	38	S							2	INAC	DEV	
TOBEY P	4078	JOHNSON MOUNTAIN TWP	E	20	O							1B	AC	UNDEV	
TOBEY P #1	2674	T05 R07 BKP WKR	E	35	m		O	S				1B	INAC	UNDEV	1/6
TOBEY P #2	2676	T05 R07 BKP WKR	E	32	m		S					2	INAC	UNDEV	6
TOBEY P #3	2678	T05 R07 BKP WKR	E	14	m		S	S				2	INAC	UNDEV	6
TOBY P	5102	HOBBSTOWN TWP	D	28	S							2	INAC	UNDEV	
TOGUE P	1530	T15 R09 WELS	G	388	O		S	+				1B	AC	UNDEV	
TOGUE P (LOWER)	2084	T02 R09 WELS	F	384	S		O	S		O		1A	AC	DEV	4
TOGUE P (UPPER)	2104	T02 R09 WELS	F	294	S		O	S		O		1A	AC	DEV	4
TOM YOUNG P	2952	E MIDDLESEX CANAL GR	E	25		S				S		2	AC	UNDEV	
TOMAH L	0135	FOREST TWP	F	56	S							2	INAC	UNDEV	
TOMAH L (LITTLE)	1320	CODYVILLE PLT	C	147			S					2	AC	UNDEV	
TOMHEGAN P	4038	W MIDDLESEX CANAL GR	E	356	S							2	AC	UNDEV	
TOTE ROAD P	0425	MORO PLT	G	25	S							2	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG SIZE(AC)	RESOURCE RATINGS							RESOURCE CLASS	LAND USE		MGNT CLASS
				FSH	WLD	SC	SH	BOT	CLT	PHY		ACCESS	DEV	
TRICKEY P	2514	ALDER BROOK TWP	E 23	S							2	AC	UNDEV	
TROUT L	1098	KOSSUTH TWP	F 5								3	INAC	UNDEV	6
TROUT L	1250	T31 MD BPP	C 21								3	AC	UNDEV	
TROUT P	0322	LITTLE SQUAW TWP	E 33	S							2	AC	DEV	
TROUT P	0448	SHANTOWN TWP	E 145	S							2	AC	UNDEV	
TROUT P	0792	BOWDOIN COL GR WEST	E 20	S							2	INAC	UNDEV	6
TROUT P	2316	SOLDIERTOWN T2R7WELS	F 19	S		S				S	2	AC	UNDEV	
TROUT P	3260	MASON TWP	A 17	m		S			O		1B	INAC	UNDEV	1/6
TROUT P	4724	GRAND FALLS TWP	F 15	S							2	INAC	UNDEV	
TROUT P	5082	LOWELLTOWN TWP	E 55	m+							3	INAC	UNDEV	6
TRUESDALE P	2452	COMSTOCK TWP	E 46								3	AC	UNDEV	
TRUETHORPE P	4762	T03 ND	F 10								3	INAC	UNDEV	
TUMBLEDOWN DICK P	0548	T01 R11 WELS	E 24	m							3	INAC	UNDEV	6
TUMBLEDOWN P	3512	TOWNSHIP 6 N OF WELD D	D 9								3	INAC	UNDEV	6
TUNK L	4434	T10 SD	C 2010	O	O	O	O			S S	1A	AC	DEV	4
TURNER P	2402	T07 R16 WELS	E 104	S						P	2	AC	UNDEV	
TURNER P (BIG)	2642	FORSYTH TWP	E 111	O			+			S	1B	AC	UNDEV	
TURNER P (LITTLE)	2640	FORSYTH TWP	E 77	S							2	AC	UNDEV	
TURTLE P	0952	LAKE VIEW PLT	F 81	O							1B	INAC	UNDEV	1/6
TWIN (TROUT) PONDS	2102	T02 R09 WELS	F 60	O		O	S				1A	INAC	UNDEV	1/6
TWIN ISLAND P	5084	LOWELLTOWN TWP	E 84				+				3	AC	UNDEV	
TWIN L (NORTH)	PNTW	T04 INDIAN PURCHASE	F 3347	S		O	S			S S	1A	AC	DEV	3
TWIN L (SOUTH)	PSTW	T04 INDIAN PURCHASE	F 3406	S		O	S			S	1B	AC	DEV	3,5
TWIN P	1908	T12 R12 WELS	G 15								3	INAC	UNDEV	
TWIN P #1	2210	T04 R07 WELS	F 11								3	INAC	UNDEV	
TWO MILE P	9765	T16 R13 WELS	G 12	m							3	INAC	UNDEV	6
UGH L	1884	T12 R14 WELS	G 79	S							2	AC	UNDEV	
UMBAGOG L	3102	MAGALLOWAY PLT	D 7850	S	O		+	+		S+ +	1B	AC	UNDEV	
UMBAZOOKSUS L	2890	T06 R13 WELS	E 1590	O	S					S+	1B	AC	UNDEV	
UMCOLCUS L	3080	T07 R05 WELS	G 630	S	S						2	AC	UNDEV	
UMSASKIS L	1896	T11 R13 WELS	G 1222	O	O*					S S	1A	AC	UNDEV	2
UNKNOWN L (LOWER)	4740	T04 ND	F 179	S							2	AC	DEV	
UNKNOWN L (MIDDLE)	4742	T04 ND	F 90	S							2	AC	UNDEV	
UNKNOWN L (UPPER)	4744	T04 ND	F 58								3	INAC	UNDEV	
UNKNOWN P	5072	GORHAM GORE	E 12								3	INAC	UNDEV	
UNNAMED P	2879	T03 R04 WELS	F 11								3	AC	UNDEV	
UNNAMED P	2899	EDMUNDS TWP	C 24								3	AC	UNDEV	
UNNAMED P	6946	T03 R05 BKP WKR	D 15		S						2	AC	UNDEV	
UNNAMED P	6948	T03 R05 BKP WKR	D 12		S						2	AC	UNDEV	
UNNAMED P	6950	T03 R05 BKP WKR	D 20		S						2	AC	UNDEV	
UNNAMED P	7016	KING & BARTLETT TWP	D 12								3	AC	UNDEV	
UNNAMED P	7020	T12 R16 WELS	G 12								3	INAC	UNDEV	
UNNAMED P	7023	T11 R17 WELS	G 12								3	INAC	UNDEV	
UNNAMED P	7062	THE FORKS PLT	D 10								3	AC	DEV	5
UNNAMED P	7066	THE FORKS PLT	D 30								3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W		RESOURCE RATINGS						RESOURCE CLASS	LAND USE		MGNT CLASS	
			REG	SIZE (AC)	FSH	WLD	SC	SH	BOT	CLT		PHY	ACCESS		DEV
UNNAMED P	7073	T06 R15 WELS	E	8								3	INAC	UNDEV	6
UNNAMED P	7115	COMSTOCK TWP	E	15	m							3	INAC	UNDEV	6
UNNAMED P	7134	MAYFIELD TWP	D	12								3	AC	UNDEV	
UNNAMED P	7314	HIGHLAND PLT	D	12								3	AC	DEV	
UNNAMED P	7319	T37 MD BPP	C	12	m							3	AC	UNDEV	
UNNAMED P	7320	LEXINGTON TWP	D	10		S						2	INAC	UNDEV	
UNNAMED P	7335	T30 MD BPP	C	10	m							3	AC	UNDEV	
UNNAMED P	7379	T19 MD BPP	C	10								3	INAC	UNDEV	
UNNAMED P	7389	T18 MD BPP	C	11								3	INAC	UNDEV	
UNNAMED P	7390	SQUARETOWN TWP	D	15								3	AC	UNDEV	
UNNAMED P	7397	FOREST TWP	F	40								3	AC	UNDEV	
UNNAMED P	7403	T08 R04 NBPP	F	30								3	INAC	UNDEV	
UNNAMED P	7421	FOWLER TWP	C	32								3	AC	UNDEV	
UNNAMED P	7462	WEST FORKS PLT	D	15								3	INAC	UNDEV	
UNNAMED P	7485	CODYVILLE PLT	C	10								3	INAC	UNDEV	
UNNAMED P	7498	LOWER ENCHANTED TWP	D	10								3	INAC	UNDEV	
UNNAMED P	7594	C SURPLUS	D	35								3	INAC	UNDEV	
UNNAMED P	7596	TOWNSHIP C	D	20								3	AC	UNDEV	
UNNAMED P	7700	MAGALLOWAY PLT	D	10								3	INAC	UNDEV	
UNNAMED P	7752	CHASE STREAM TWP	D	11								3	AC	UNDEV	
UNNAMED P	7776	APPLETON TWP	E	10								3	INAC	UNDEV	
UNNAMED P	7818	CHASE STREAM TWP	D	10								3	AC	DEV	5
UNNAMED P	7862	SEBOOMOOK TWP	E	22								3	INAC	UNDEV	
UNNAMED P	7864	SEBOOMOOK TWP	E	10								3	INAC	UNDEV	
UNNAMED P	7996	T07 R15 WELS	E	10								3	AC	UNDEV	
UNNAMED P	8038	T01 R09 WELS	F	10								3	INAC	UNDEV	
UNNAMED P	8062	T01 R10 WELS	F	10								3	INAC	UNDEV	
UNNAMED P	8120	T02 R09 WELS	F	20								3	AC	UNDEV	
UNNAMED P	8180	T02 R09 WELS	F	10								3	INAC	UNDEV	
UNNAMED P	8251	T41 MD	F	30								3	AC	UNDEV	
UNNAMED P	8289	T28 MD	C	10	m							3	AC	UNDEV	
UNNAMED P	8308	T04 R12 WELS	E	10								3	INAC	UNDEV	
UNNAMED P	8312	T04 R15 WELS	E	10								3	AC	UNDEV	
UNNAMED P	8314	T05 R11 WELS	E	10								3	AC	UNDEV	
UNNAMED P	8343	T10 SD	C	13								3	INAC	UNDEV	
UNNAMED P	8356	DOLE BROOK TWP	E	10								3	INAC	UNDEV	
UNNAMED P	8359	T08 SD	C	10								3	INAC	UNDEV	
UNNAMED P	8363	T08 SD	C	13								3	AC	UNDEV	
UNNAMED P	8369	T07 SD	C	37								3	AC	UNDEV	
UNNAMED P	8381	T03 ND	F	10								3	AC	UNDEV	
UNNAMED P	8385	T03 ND	F	19								3	AC	UNDEV	
UNNAMED P	8416	COMSTOCK TWP	E	20	m							3	INAC	UNDEV	6
UNNAMED P	8620	T04 R17 WELS	E	10								3	INAC	UNDEV	
UNNAMED P	8650	T05 R17 WELS	E	10								3	INAC	UNDEV	
UNNAMED P	8735	SALEM TWP	D	40								3	AC	DEV	5
UNNAMED P	8737	RANGELEY PLT	D	10								3	AC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL TOWN NAME	IF&W REG	SIZE (AC)	RESOURCE RATINGS						RESOURCE CLASS	LAND USE		MGNT CLASS
					FSH	WLD	SC	SH	BOT	CLT		PHY	ACCESS	
UNNAMED P	8807	FREEMAN TWP	D	10							3	INAC	UNDEV	
UNNAMED P	8868	PARLIN POND TWP	E	7							3	INAC	UNDEV	6
UNNAMED P	8874	BRADSTREET TWP	E	10							3	INAC	UNDEV	
UNNAMED P	8886	BRADSTREET TWP	E	15							3	INAC	UNDEV	
UNNAMED P	8888	BRADSTREET TWP	E	10							3	INAC	UNDEV	
UNNAMED P	8890	SOLDIERTOWN T2R3NBKP	E	10							3	INAC	UNDEV	
UNNAMED P	8918	FORSYTH TWP	E	10							3	INAC	UNDEV	
UNNAMED P	8934	ATTEAN TWP	E	5							3	INAC	UNDEV	6
UNNAMED P	8942	HOLEB TWP	E	2							3	INAC	UNDEV	6
UNNAMED P	8958	MISERY TWP	E	10							3	INAC	UNDEV	
UNNAMED P	8976	T05 R07 BKP WKR	E	10							3	INAC	UNDEV	
UNNAMED P	8980	T05 R07 BKP WKR	E	10	m						3	INAC	UNDEV	6
UNNAMED P	9005	T05 R08 WELS	F	10							3	AC	UNDEV	
UNNAMED P	9007	T05 R08 WELS	F	18							3	INAC	UNDEV	
UNNAMED P	9013	T05 R07 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9017	T05 R07 WELS	F	10							3	AC	UNDEV	
UNNAMED P	9019	T05 R07 WELS	F	13							3	INAC	UNDEV	
UNNAMED P	9039	T04 R07 WELS	F	10							3	AC	UNDEV	
UNNAMED P	9061	T04 R08 WELS	F	12							3	INAC	UNDEV	
UNNAMED P	9067	T04 R08 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9069	T04 R08 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9071	T04 R08 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9081	T03 R08 WELS	F	25							3	INAC	UNDEV	
UNNAMED P	9085	T03 R08 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9097	PRENTISS PLT	F	10							3	INAC	UNDEV	
UNNAMED P	9099	PRENTISS PLT	F	20							3	INAC	UNDEV	
UNNAMED P	9102	KATAHDIN IRN WKS TWP	F	10							3	AC	UNDEV	
UNNAMED P	9107	KINGMAN TWP	F	10							3	INAC	UNDEV	
UNNAMED P	9109	DREW PLT	F	20							3	INAC	UNDEV	
UNNAMED P	9111	T03 R04 WELS	F	13							3	AC	UNDEV	
UNNAMED P	9113	T03 R04 WELS	F	11							3	INAC	UNDEV	
UNNAMED P	9130	TB R10 WELS	F	10							3	INAC	UNDEV	
UNNAMED P	9137	TD R02 WELS	G	10	S						2	INAC	UNDEV	
UNNAMED P	9150	TA R11 WELS	E	10							3	AC	UNDEV	
UNNAMED P	9201	BIG TWENTY TWP	G	10							3	AC	UNDEV	
UNNAMED P	9207	T18 R12 WELS	G	13							3	INAC	UNDEV	
UNNAMED P	9220	T02 R08 WELS	F	15							3	INAC	UNDEV	
UNNAMED P	9229	T14 R15 WELS	G	18							3	INAC	UNDEV	
UNNAMED P	9232	T08 R15 WELS	E	10							3	INAC	UNDEV	
UNNAMED P	9245	T13 R15 WELS	G	51							3	INAC	UNDEV	
UNNAMED P	9263	T16 R09 WELS	G	10							3	INAC	UNDEV	
UNNAMED P	9276	GRINDSTONE TWP	F	10							3	INAC	UNDEV	
UNNAMED P	9289	T16 R06 WELS	G	16							3	INAC	UNDEV	
UNNAMED P	9384	E MIDDLESEX CANAL GR	E	10							3	INAC	UNDEV	
UNNAMED P	9434	T15 R12 WELS	G	10							3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	PRINCIPAL		IF&W		RESOURCE RATINGS						RESOURCE	LAND USE		MGNT	
	LAKE#	TOWN NAME	REG	SIZE (AC)	FSH	WLD	SC	SH	BOT	CLT	PHY	CLASS	ACCESS	DEV	CLASS
UNNAMED P	9486	T09 R11 WELS	G	10								3	INAC	UNDEV	
UNNAMED P	9518	T10 R11 WELS	G	15								3	AC	UNDEV	
UNNAMED P	9570	T04 R09 NWP	F	15								3	AC	UNDEV	
UNNAMED P	9588	KINGSBURY PLT	E	15								3	AC	UNDEV	
UNNAMED P	9608	SPENCER BAY TWP	E	20								3	AC	UNDEV	
UNNAMED P	9626	T03 INDIAN PURCHASE	F	25								3	INAC	UNDEV	
UNNAMED P	9628	T03 INDIAN PURCHASE	F	20								3	INAC	UNDEV	
UNNAMED P	9668	T05 R07 BKP WKR	E	12								3	AC	UNDEV	
UNNAMED P	9670	T05 R07 BKP WKR	E	15								3	INAC	UNDEV	
UNNAMED P	9672	SEBOOMOOK TWP	E	20								3	INAC	UNDEV	
UNNAMED P	9676	TA R11 WELS	E	15								3	INAC	UNDEV	
UNNAMED P	9678	T01 R11 WELS	E	25								3	AC	UNDEV	
UNNAMED P	9680	T01 R11 WELS	E	17								3	AC	UNDEV	
UNNAMED P	9684	T01 R12 WELS	E	13								3	INAC	UNDEV	
UNNAMED P	9692	T02 R09 WELS	F	12								3	INAC	UNDEV	
UNNAMED P	9702	T02 R12 WELS	E	31								3	AC	UNDEV	
UNNAMED P	9712	T03 R13 WELS	E	11								3	INAC	UNDEV	
UNNAMED P	9714	T03 R13 WELS	E	10								3	AC	UNDEV	
UNNAMED P	9718	LOBSTER TWP	E	15								3	AC	UNDEV	
UNNAMED P	9720	T04 R12 WELS	E	20		S						2	INAC	UNDEV	
UNNAMED P	9722	T04 R14 WELS	E	15								3	INAC	UNDEV	
UNNAMED P	9726	T06 R13 WELS	E	20								3	AC	UNDEV	
UNNAMED P	9738	DENNISTOWN PLT	E	20								3	INAC	UNDEV	
UNNAMED P	9740	DENNISTOWN PLT	E	20								3	AC	DEV	
UNNAMED P	9742	DENNISTOWN PLT	E	12								3	INAC	UNDEV	
UNNAMED P	9746	ATTEAN TWP	E	12		M						3	INAC	UNDEV	6
UNNAMED P	9748	SEBOEIS PLT	F	19								3	INAC	UNDEV	
UNNAMED P	9754	ALDER BROOK TWP	E	30								3	INAC	UNDEV	
UNNAMED P	9758	PRENTISS TWP	E	11								3	INAC	UNDEV	
UNNAMED P	9762	DOLE BROOK TWP	E	12								3	INAC	UNDEV	
UNNAMED P	9770	ELM STREAM TWP	E	30								3	INAC	UNDEV	
UNNAMED P	9772	ELM STREAM TWP	E	25								3	INAC	UNDEV	
UNNAMED P	9774	RUSSELL POND TWP	E	12								3	INAC	UNDEV	
UNNAMED P	9778	T08 R19 WELS	G	15								3	INAC	UNDEV	
UNNAMED P	9780	T07 R11 WELS	E	12								3	AC	UNDEV	
UNNAMED P	9784	T07 R09 WELS	F	12								3	INAC	UNDEV	
UNNAMED P	9786	T07 R09 WELS	F	12								3	INAC	UNDEV	
UNNAMED P	9802	T08 R10 WELS	G	15								3	INAC	UNDEV	
UNNAMED P	9808	T09 R14 WELS	G	10								3	AC	UNDEV	
UNNAMED P	9813	SOPER MOUNTAIN TWP	G	10								3	INAC	UNDEV	
UNNAMED P	9890	T07 R08 WELS	F	30								3	AC	UNDEV	
UNNAMED P	9898	T07 R08 WELS	F	25								3	AC	UNDEV	
UNNAMED P	9908	T07 R07 WELS	F	10								3	INAC	UNDEV	
UNNAMED P	9920	T06 R08 WELS	F	11								3	INAC	UNDEV	
UNNAMED P	9950	T06 R07 WELS	F	12								3	AC	UNDEV	
UNNAMED P	9972	T05 R08 WELS	F	10								3	INAC	UNDEV	

ALPHABETICAL LIST OF LAKES SHOWING
WILDLANDS LAKE ASSESSMENT FINDINGS

LAKE NAME	LAKE#	PRINCIPAL		IP&W		RESOURCE RATINGS						RESOURCE		LAND USE		MGNT
		TOWN NAME		REG	SIZE(AC)	FSH	WLD	SC	SH	BOT	CLT	PHY	CLASS	ACCESS	DEV	CLASS
UPPER P	1521	T15 R09 WELS	G	17	O								2	AC	UNDEV	
VILES P	5048	JIM POND TWP	D	11									3	INAC	UNDEV	
VINING L	1346	NO 14 TWP	C	19	S								2	INAC	UNDEV	
WABASSUS L	1116	T43 MD BPP	C	953	S					S			2	AC	UNDEV	
WADLEIGH DEADWATER	9091	T01 R06 WELS	F	58						S			2	AC	UNDEV	
WADLEIGH P	0572	T01 R11 WELS	E	225	S		S	S		S			1B	AC	DEV	
WADLEIGH P	2011	T04 INDIAN PURCHASE	F	97									3	AC	UNDEV	
WADLEIGH P	2972	T08 R15 WELS	E	157	O					O			1A	AC	UNDEV	
WADLEIGH P (LITTLE)	2974	T08 R15 WELS	E	15	m+		+			O			1B	INAC	UNDEV	1/6
WALLAGRASS (1ST&2ND)	1628	ST JOHN PLT	G	281	S		S						2	AC	DEV	
WALLAGRASS L (THIRD)	1552	ST JOHN PLT	G	45	S								2	AC	DEV	
WEBSTER L	2718	T06 R11 WELS	E	531	S	O							1B	AC	UNDEV	
WEBSTER P	4678	WEBSTER PLT	F	40	S					O			1B	AC	UNDEV	
WEEKS P	1968	T11 R08 WELS	G	13	S								2	AC	UNDEV	
WEIR P	4684	T03 R01 NBPP	F	45	S								2	AC	UNDEV	
WELMAN P (LOWER)	9760	PRENTISS TWP	E	20	S								2	INAC	UNDEV	
WELMAN P (UPPER)	2482	PRENTISS TWP	E	45	S								2	INAC	UNDEV	6
WEST L	0503	T03 ND	F	1344	O					S			1B	AC	DEV	
WEST L	1760	T09 R03 WELS	G	22	S								2	AC	UNDEV	
WHELOCK L	1614	ST JOHN PLT	G	160	S					O			1B	AC	UNDEV	
WHETSTONE P	0296	KINGSBURY PLT	E	256	S						S		2	AC	DEV	5
WHIPPLE P	5094	T05 R07 BKP WKR	E	112			S						2	AC	UNDEV	
WHITE CAP P	3960	SEVEN PONDS TWP	D	15									3	INAC	UNDEV	
WHITE P	1462	T13 R15 WELS	G	17									3	INAC	UNDEV	
WHITEHORSE L	2162	T07 R07 WELS	F	218	S					O			1B	AC	UNDEV	
WILLIAMS P	0734	T04 R11 WELS	E	10	S								2	AC	UNDEV	
WILLIAMS P	4486	T28 MD	C	19									3	AC	DEV	
WILSON HILL P	4064	WEST FORKS PLT	D	18									3	INAC	UNDEV	
WILSON HILL P (LT)	0162	JOHNSON MOUNTAIN TWP	E	20									3	INAC	UNDEV	
WILSON P (LITTLE)	0900	ELLIOTTSVILLE TWP	E	30	m								3	AC	UNDEV	
WILSON P (UPPER)	0410	BOWDOIN COL GR WEST	E	940	O	S	O	S		S			1A	AC	DEV	4
WING P	2319	SKINNER TWP	E	10									3	INAC	UNDEV	6
WITHEE P	0188	MAYFIELD TWP	D	37									3	INAC	UNDEV	
WITHEY BOG	4028	T05 R15 WELS	E	15									3	INAC	UNDEV	
WOOD P (BIG)	2698	ATTEAN TWP	E	2150	S	S	S			S-	O		1A	AC	DEV	
WOOD P (LITTLE BIG)	2630	DENNISTOWN PLT	E	713	S	S	S	S		O			1A	AC	UNDEV	
WOODMAN P	0622	RAINBOW TWP	E	6									3	INAC	UNDEV	6
WOODMAN P	2812	T07 R12 WELS	E	51									3	AC	UNDEV	
WOUNDED DEER P	2484	PRENTISS TWP	E	12									3	INAC	UNDEV	6
WYMAN L	7122	PLEASANT RIDGE PLT	D	3146	S								2	AC	UNDEV	
WYMAN P	0248	BRIGHTON PLT	D	218	S								2	INAC	UNDEV	
WYTOPITLOCK L	1702	GLENWOOD PLT	F	1152	S	O							1B	AC	DEV	
YANKEETULADI P	9203	T19 R11 WELS	G	10						O			1B	AC	UNDEV	
YOKE PONDS	0504	TA R11 WELS	E	134	S								2	AC	DEV	
YORK P	3286	GRAFTON TWP	D	15									3	AC	UNDEV	

**APPENDIX D. LAKES AND RIVERS ON WHICH THE USE OF
PERSONAL WATERCRAFT IS PROHIBITED**

LAKE NAME	LAKE #	COUNTY	PRINCIPAL TOWN NAME	SIZE (acres)
ALLAGASH L	9787	Piscataquis	T08 R14 WELS	4260
ALLIGATOR L	4498	Hancock	T34 MD	1159
ALLIGATOR P	0502	Piscataquis	TA R11 WELS	47
ATTEAN P	2682	Somerset	ATTEAN TWP	2745
AZISCOHOS P	3106	Oxford	MAGALLOWAY PLT	12
BAKER P	0422	Piscataquis	BOWDOIN COL GR WEST	10
BALD MOUNTAIN P	0314	Somerset	BALD MTN TWP T2R3	1152
BAY P (WEST)	4396	Hancock	T07 SD	249
BEAN P	0656	Piscataquis	T02 R12 WELS	16
BEAN P (LOWER)	0646	Piscataquis	RAINBOW TWP	37
BEAN P (MIDDLE)	0648	Piscataquis	RAINBOW TWP	10
BEAN P (UPPER)	0650	Piscataquis	RAINBOW TWP	25
BEAR P	0636	Piscataquis	RAINBOW TWP	30
BEAR P	4018	Piscataquis	T06 R15 WELS	138
BEATTIE P	5066	Franklin	BEATTIE TWP	27
BEAVER P	3310	Oxford	MAGALLOWAY PLT	179
BEAVER P	0670	Piscataquis	T03 R11 WELS	15
BEAVER P	0484	Piscataquis	SHAWTOWN TWP	27
BEAVER P (BIG)	0610	Piscataquis	RAINBOW TWP	45
BEAVER P (LITTLE)	9700	Piscataquis	RAINBOW TWP	8
BEAVER P (LITTLE)	0612	Piscataquis	T03 R11 WELS	10
BENJAMIN P	2684	Somerset	ATTEAN TWP	121
BENSON P (BIG)	0864	Piscataquis	T07 R09 NWP	320
BIRCH RIDGE P # 1	0514	Piscataquis	TA R11 WELS	11
BLACK L	1506	Aroostook	T15 R09 WELS	147
BLACK P (LITTLE NO)	1508	Aroostook	T15 R09 WELS	6
BLACK P (LITTLE S0)	1510	Aroostook	T15 R09 WELS	7
BLUFF P	0434	Piscataquis	FRENCHTOWN TWP	10
BLUFFER P (UPPER)	2798	Piscataquis	T08 R11 WELS	15
BOARDWAY P (BIG)	0494	Piscataquis	TA R11 WELS	15
BOGUS MEADOW P	4380	Hancock	T07 SD	26
BOULDER P	2672	Somerset	T05 R07 BKP WKR	30
BOWLIN P (LITTLE)	2194	Penobscot	T05 R07 WELS	34
BRACKETT P	0290	Piscataquis	BLANCHARD PLT	10
BRANCH P (MIDDLE)	0912	Piscataquis	T05 R09 NWP	34
BRANCH L (SOUTH)	2144	Penobscot	Seboeis Plt	2035
BRAYLEY P	2706	Piscataquis	T07 R10 WELS	6
BUCK P	0644	Piscataquis	RAINBOW TWP	6
CAPE HORN P	2568	Somerset	PRENTISS TWP	22
CARIBOU P (BIG)	4142	Piscataquis	T07 R10 WELS	64
CAUCOMGOMOC L	4012	Piscataquis	T06 R14 WELS	5081

LAKE NAME	LAKE #	COUNTY	PRINCIPAL TOWN NAME	SIZE (acres)
CEDAR P	2654	Somerset	HOLEB TWP	5
CEDAR P	0474	Piscataquis	TB R10 WELS	65
CHAIN OF PONDS	5064	Franklin	CHAIN OF PONDS TWP	700
CHAIRBACK P (EAST)	0802	Piscataquis	T07 R09 NWP	46
CHAIRBACK P (WEST)	0796	Piscataquis	T07 R09 NWP	47
CHASE STREAM P	4093	Somerset	MISERY TWP	31
CHESUNCOOK L	CHCH	Piscataquis	T03 R12 WELS	18470
CHESUNCOOK P	0672	Piscataquis	T03 R11 WELS	272
CHURCHILL L	2856	Piscataquis	T09 R12 WELS	3720
CLAYTON P	2406	Somerset	T06 R17 WELS	75
CLEAR L	1938	Piscataquis	T10 R11 WELS	614
CLEAR P	5074	Franklin	LOWELLTOWN TWP	21
CLEARWATER P	2692	Somerset	ATTEAN TWP	34
CLEARWATER P	2476	Somerset	PRENTISS TWP	11
CLIFF L	2780	Piscataquis	T09 R12 WELS	563
CLIFFORD L	1304	Washington	T27 ED BPP	954
CLIFFORD P	0624	Piscataquis	RAINBOW TWP	17
CLISH P	5158	Somerset	T05 R20 WELS	21
CRANBERRY P(L,NOTCH)	0784	Piscataquis	BOWDOIN COL GR WEST	7
CROSBY P	3330	Franklin	COBURN GORE	150
CURRIER P (FIRST)	2768	Piscataquis	T09 R11 WELS	20
CURRIER P (SECOND)	2774	Piscataquis	T09 R11 WELS	28
DAISEY P	0594	Piscataquis	T02 R10 WELS	11
DEBOULLIE L	1512	Aroostook	T15 R09 WELS	262
DEBSCONEAG	2076	Piscataquis	T02 R10 WELS	500
DEBSCONEAG L (1ST)	2060	Piscataquis	T02 R10 WELS	320
DEBSCONEAG L (3RD)	0584	Piscataquis	T01 R10 WELS	1011
DEBSCONEAG P (6TH)	0580	Piscataquis	T01 R11 WELS	31
DINGLEY P (LITTLE)	2462	Somerset	T04 R05 NBKP	17
DINGLEY P (UPPER)	2464	Somerset	T04 R05 NBKP	20
DIPPER P	4042	Somerset	PITTSTON ACAD GRANT	13
DIXON P	9911	Somerset	PIERCE POND TWP	17
DONNELL P	4412	Hancock	T09 SD	1120
DOUGHNUT P	0616	Piscataquis	RAINBOW TWP	12
DUBOIS P	2478	Somerset	PRENTISS TWP	18
EAGLE L (BIG)	2858	Piscataquis	EAGLE LAKE TWP	8288
EDDY P	3546	Franklin	SANDY RIVER PLT	9
ENCHANTED P	0150	Somerset	UPPER ENCHANTED TWP	330
ENCHANTED P (LITTLE)	0148	Somerset	UPPER ENCHANTED TWP	35
FLAGSTAFF L	0038	Somerset	DEAD RIVER TWP	20300
FOGG P	0426	Piscataquis	BOWDOIN COL GR WEST	23
FOLEY P (LITTLE)	2492	Somerset	COMSTOCK TWP	35
FOWLER P	0686	Piscataquis	T03 R11 WELS	19
FROST P (LITTLE)	0668	Piscataquis	T03 R12 WELS	35
GARDNER L	1528	Aroostook	T15 R09 WELS	288
GAUNTLET P	0472	Piscataquis	TB R10 WELS	11

LAKE NAME	LAKE #	COUNTY	PRINCIPAL TOWN NAME	SIZE (acres)
GORDON P	0146	Somerset	UPPER ENCHANTED TWP	28
GOULD P	0620	Piscataquis	RAINBOW TWP	12
GREAT WORKS P	1386	Washington	EDMUNDS TWP	50
GREEN MTN P	3666	Penobscot	T06 R06 WELS	10
HAFEY P	1498	Aroostook	T18 R11 WELS	23
HALE P	2508	Somerset	ALDER BROOK TWP	40
HALL P	5092	Somerset	T05 R07 BKP WKR	42
HALL P	2566	Somerset	PRENTISS TWP	19
HARRINGTON P	0702	Piscataquis	T03 R11 WELS	40
HATHORN P	4242	Penobscot	T04 R08 WELS	15
HATHORN P (LITTLE)	2298	Penobscot	T04 R08 WELS	8
HEDGEHOG P	0556	Piscataquis	T01 R11 WELS	5
HELEN P	0094	Somerset	PIERCE POND TWP	15
HIGH P	0092	Somerset	PIERCE POND TWP	7
HOBART BOG	7451	Washington	EDMUNDS TWP	30
HOLBROOK P	0632	Piscataquis	RAINBOW TWP	224
HORSERACE PONDS	0626	Piscataquis	RAINBOW TWP	50
HORSESHOE P	2686	Somerset	ATTEAN TWP	50
HORSESHOE P	9277	Aroostook	T16 R09 WELS	15
HOUSTON P (LITTLE)	0920	Piscataquis	KATAHDIN IRN WKS	27
HUDSON P (UPPER)	1928	Aroostook	T11 R10 WELS	32
HURD P (LITTLE)	0596	Piscataquis	T02 R10 WELS	60
IRELAND P	4168	Penobscot	T07 R08 WELS	30
IRONBOUND P	2510	Somerset	ALDER BROOK TWP	40
JACKSON P # 2	0704	Piscataquis	T03 R11 WELS	12
JACKSON P #1	0684	Piscataquis	T03 R11 WELS	23
JERRY P	2190	Penobscot	T05 R07 WELS	272
JIM P	5054	Franklin	JIM POND TWP	320
JO-MARY L (LOWER)	0984	Piscataquis	T01 R10 WELS	1910
JO-MARY L (UPPER)	0243	Piscataquis	TA R10 WELS	1873
JONES P	0172	Franklin	WYMAN TWP	36
JUNIPER KNEE P	0878	Piscataquis	ELLIOTTSVILLE TWP	32
KATAHDIN L	2016	Penobscot	T03 R08 WELS	717
KELLY P	0654	Piscataquis	T02 R12 WELS	60
KENNEBAGO L (BIG)	2374	Franklin	DAVIS TWP	1700
LANE BROOK P	3664	Penobscot	T06 R06 WELS	33
LANE P	2490	Somerset	COMSTOCK TWP	24
LANG P	2542	Somerset	PARLIN POND TWP	30
LANG P (LITTLE)	2543	Somerset	PARLIN POND TWP	13
LEDGE P	3554	Franklin	SANDY RIVER PLT	6
LINE P	5162	Somerset	T05 R20 WELS	7
LOBSTER L	2948	Piscataquis	LOBSTER TWP	3475
LOGAN P # 2	2082	Piscataquis	T02 R09 WELS	20
LONG BOG	2668	Somerset	HOLEB TWP	19
LONG L	1892	Aroostook	T12 R13 WELS	1203
LONG P	2690	Somerset	ATTEAN TWP	37

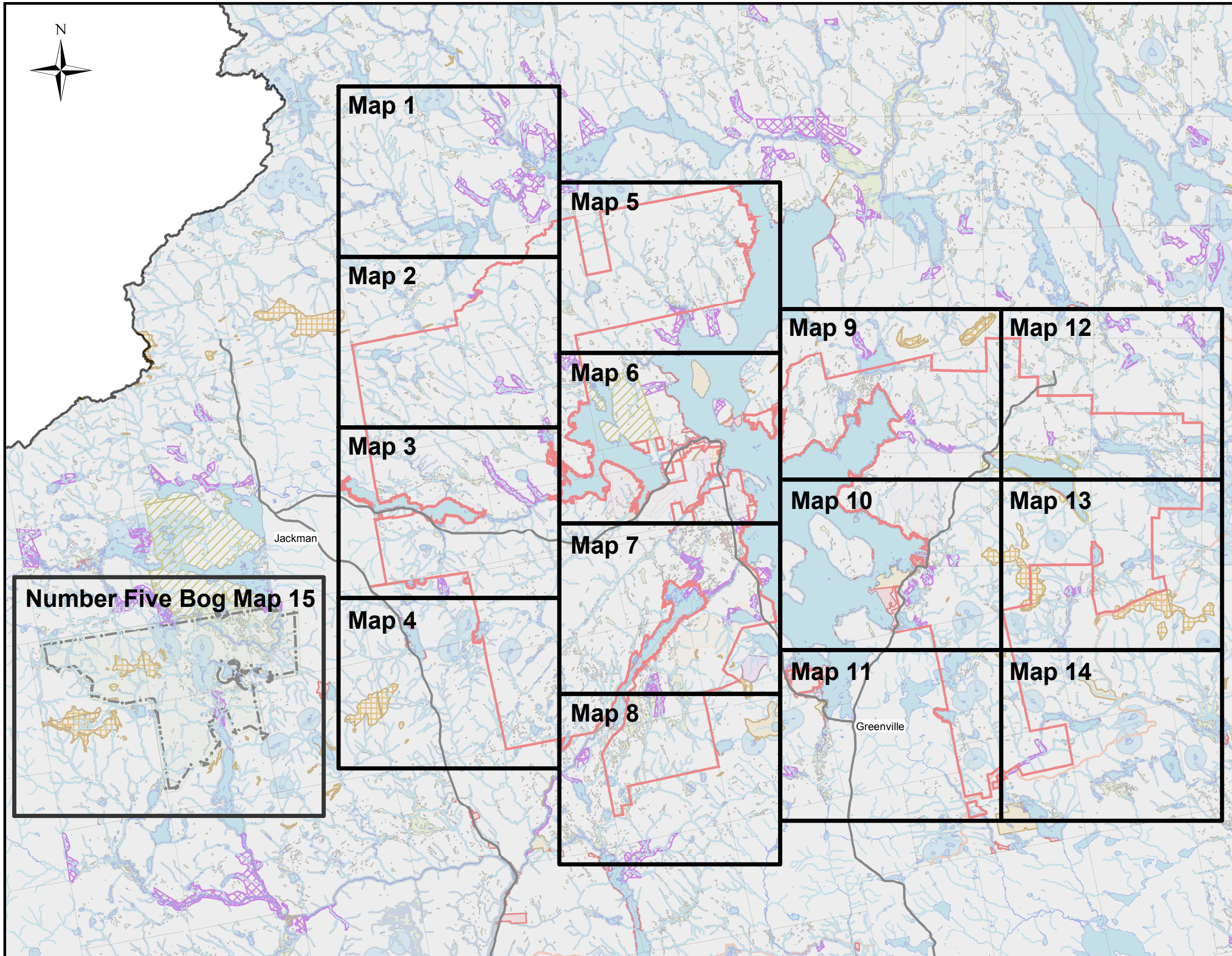
LAKE NAME	LAKE #	COUNTY	PRINCIPAL TOWN NAME	SIZE (acres)
LONG P (LITTLE)	4424	Hancock	T10 SD	55
LOON P	2688	Somerset	ATTEAN TWP	37
LOON P	0554	Piscataquis	T01 R11 WELS	5
LOST P	2694	Somerset	ATTEAN TWP	5
MACHIAS L (THIRD)	1124	Washington	T42 MD BPP	2778
MARBLE P	2186	Penobscot	T05 R08 WELS	75
MARY PETUCHE P	2474	Somerset	PRENTISS TWP	10
MATHEWS P	2836	Piscataquis	T08 R10 WELS	19
MCKENNA P	0688	Piscataquis	T03 R11 WELS	53
MCKENNEY P	0154	Somerset	UPPER ENCHANTED TWP	9
MESSER P	4244	Penobscot	T05 R08 WELS	27
MIDWAY P	3544	Franklin	SANDY RIVER PLT	7
MILLIMAGASSETT L	3004	Penobscot	T07 R08 WELS	1410
MINISTER L (LITTLE)	0592	Piscataquis	T02 R10 WELS	4
MINISTER P (BIG)	0590	Piscataquis	T02 R10 WELS	15
MOCCASIN P	1590	Aroostook	T14 R08 WELS	32
MOOSELEUK L	1990	Piscataquis	T10 R09 WELS	422
MOOSELOOKMEGUNTIC L	3302	Oxford	RICHARDSONTOWN TWP	16300
MOUNTAIN CATCHER P	4258	Penobscot	T06 R08 WELS	84
MOUNTAIN P	0432	Piscataquis	BEAVER COVE	56
MOUNTAIN VIEW P	0488	Piscataquis	TA R11 WELS	13
MOXIE P	3585	Franklin	TOWNSHIP D	6
MUD P	2340	Franklin	TOWNSHIP 6 N OF WELD	6
MUNSUNGAN L	4180	Piscataquis	T08 R10 WELS	1415
MURPHY P	0486	Piscataquis	TA R11 WELS	12
MURPHY P (BIG)	0638	Piscataquis	RAINBOW TWP	15
MUSCALSEA P (BIG)	4036	Somerset	RUSSELL POND TWP	14
MUSCALSEA P (LITTLE)	4034	Somerset	RUSSELL POND TWP	11
MUSQUASH L (WEST)	1096	Washington	T06 R01 NBPP	1613
NAHMAKANTA L	0698	Piscataquis	T01 R11 WELS	1024
NICATOUS L	4766	Hancock	T40 MD	5165
NORTH P	9781	Aroostook	T14 R09 WELS	15
NOTCH P	0786	Piscataquis	BOWDOIN COL GR WEST	10
NOTCH P (BIG)	0328	Piscataquis	LITTLE SQUAW TWP	12
NOTCH P (LITTLE)	0326	Piscataquis	LITTLE SQUAW TWP	10
PAPOOSE P	0338	Piscataquis	LITTLE SQUAW TWP	3
PASSAMAGAMET L	0970	Piscataquis	T01 R09 WELS	461
PENOBSCOT L	0339	Somerset	DOLE BROOK TWP	1019
PIERCE P	0086	Somerset	PIERCE POND TWP	1650
PITMAN P	0598	Piscataquis	T02 R10 WELS	20
PLEASANT L	1100	Washington	T06 R01 NBPP	1574
POLAND P (UPPER)	PPUP	Piscataquis	T07 R14 WELS	245
POLLY P	0692	Piscataquis	T03 R11 WELS	15
PORTER P	4760	Hancock	T03 ND	58
RABBIT P	0366	Piscataquis	ELLIOTTSVILLE TWP	10
RABBIT P	0552	Piscataquis	T01 R11 WELS	10

LAKE NAME	LAKE #	COUNTY	PRINCIPAL TOWN NAME	SIZE (acres)
RAINBOW DEADWATERS	9698	Piscataquis	RAINBOW TWP	58
RAINBOW L	0614	Piscataquis	RAINBOW TWP	1664
RAINBOW P	4436	Hancock	T10 SD	17
REED P (BIG)	2842	Piscataquis	T08 R10 WELS	90
REED P (LITTLE)	2838	Piscataquis	T08 R10 WELS	25
RIPOGENUS P	2910	Piscataquis	T04 R12 WELS	76
ROACH P (FOURTH)	0446	Piscataquis	SHAWTOWN TWP	266
ROACH P (SEVENTH)	0500	Piscataquis	TA R11 WELS	33
ROACH P (SIXTH)	0480	Piscataquis	SHAWTOWN TWP	48
ROBAR P (BIG)	2296	Penobscot	T04 R08 WELS	7
ROBERTS P	5164	Somerset	T05 R20 WELS	19
ROCKY P (LITTLE)	0524	Piscataquis	TA R11 WELS	12
ROUND P	2670	Somerset	APPLETON TWP	5
ROUND P	1470	Aroostook	T13 R12 WELS	697
ROUND P (LITTLE)	2874	Piscataquis	EAGLE LAKE TWP	58
SADDLEBACK P	3550	Franklin	SANDY RIVER PLT	13
SAWTELLE P	3008	Penobscot	T07 R08 WELS	174
SAWTELLE P (LITTLE)	5778	Penobscot	T07 R08 WELS	10
SCRAGGLY L	4264	Penobscot	T07 R08 WELS	842
SECRET P	0907	Piscataquis	ELLIOTTSVILLE TWP	12
SLAUGHTER P	0690	Piscataquis	T03 R11 WELS	66
SNAKE P	2548	Somerset	JOHNSON MOUNTAIN	8
SOCATEAN P #1	4044	Somerset	PLYMOUTH TWP	42
SOCATEAN P #2	4046	Somerset	PLYMOUTH TWP	14
SPECK P	3288	Oxford	GRAFTON TWP	9
SPENCER L	5104	Somerset	HOBBS TOWN TWP	1819
SPENCER P	0404	Piscataquis	E MIDDLESEX CANAL GR	980
SPRING L	0170	Somerset	T03 R04 BKP WKR	762
SPRING P	2832	Piscataquis	T07 R10 WELS	15
SPRUCE MOUNTAIN P	0466	Piscataquis	TB R11 WELS	20
SQUAW P (BIG)	0334	Piscataquis	LITTLE SQUAW TWP	91
SQUAW P (LITTLE)	0336	Piscataquis	LITTLE SQUAW TWP	25
ST JOHN P (SECOND)	2432	Somerset	T04 R17 WELS	105
ST JOHN P (THIRD)	2438	Somerset	T04 R17 WELS	190
ST JOHN P (LOWER 1ST)	2428	Somerset	T04 R17 WELS	29
ST JOHN P (UPPER 1ST)	2440	Somerset	T04 R17 WELS	30
STRATTON P	0618	Piscataquis	RAINBOW TWP	15
SUNDAY P	3316	Oxford	MAGALLOWAY PLT	30
SWIFT RIVER P (LIT)	3572	Franklin	TOWNSHIP E	15
TELOS L & ROUND P	2710	Piscataquis	T06 R11 WELS	2276
THE HORNS POND	8601	Franklin	WYMAN TWP	10
TILDEN P	4418	Hancock	T10 SD	36
TIM P	2362	Franklin	TIM POND TWP	320
TOBEY P #1	2674	Somerset	T05 R07 BKP WKR	35
TOBEY P #2	2676	Somerset	T05 R07 BKP WKR	32
TOBEY P #3	2678	Somerset	T05 R07 BKP WKR	14

APPENDIX E. FEMA MAPS FOR LURC JURISDICTION

Title	Community #	Effective Date
FIRM, Andrews Island, Maine, Knox County	230967	02/23/2001
FIRM, Township of Argyle, ME, Oxford County <i>(See FIRM, Town of Greenbush, 230107, for Penobscot R. BFEs*)</i>	230464A	09/18/1985
FIRM, Baring Plantation, Maine, Washington County	230468	03/15/1982
FIRM, Town of Benedicta, ME, Aroostook County	230420A	09/18/1985
FIRM, Town of Bristol, Maine, Lincoln County, and Unincorporated Islands	230215	01/04/2002
FIRM, Township of Brookton, ME, Washington County	230470A	1/01/1985
FIRM, Plantation of Carroll, ME, Penobscot County	230461A	08/19/1985
FIRM, Cary Plantation, ME, Aroostook County	230441A	02/01/1985
FIRM, Township of Concord, ME, Somerset County	230466A	02/01/1985
FIRM, Township of Connor, ME, Aroostook County	230451A	01/17/1985
FIRM, Plantation of Cyr, ME, Aroostook County	230443A	08/19/1985
FIRM, Township of Dallas Plantation, Maine, Franklin County	230455	02/23/2000
FIRM, Township of Edmunds, ME, Washington County	230471A	08/19/1985
FIRM, Township of Freeman, ME, Franklin County	230457A	09/18/1985
FIRM, Plantation of Garfield, ME, Aroostook County	230444A	08/19/1985
FIRM, Grand Lake Stream Plantation, ME, Washington County	230469A	08/05/1985
FIA, Flood Hazard Boundary Map, Town of Greenfield, ME, Penobscot County	230388	02/21/1975
FIRM, Town of Hamlin, ME, Aroostook County	230445A	08/05/1985
FIRM, Township of Kingman, ME, Penobscot County	230474A	01/17/1985
FIRM, Township of Lambert Lake T01 R03 TS, ME, Washington County	230472A	01/17/1985
FIRM, Plantation of Macwahoc, ME, Aroostook County	230446A	09/18/1985
FIRM, Town of Madrid, ME, Franklin County	230350A	08/19/1985
FIRM, Township of Milton, ME, Oxford County	230460A	04/17/1987
FIRM, Plantation of Mt. Chase, ME, Penobscot County	230462A	09/18/1985
FIRM, Township of Orneville, ME, Piscataquis County	230465A	04/17/1987
FIRM, Plantation of Pleasant Ridge, ME, Somerset County	230367A	11/01/1985
FIRM, Plantation of Prentiss, ME, Penobscot County	230463A	08/19/1985
FIRM, Township of Rockwood Strip, ME, Somerset County	230467A	12/01/1987
FIRM, Plantation of St. John, ME, Aroostook County	230448A	09/27/1985
FIRM, Township of Silver Ridge, ME, Aroostook County	230452A	09/04/1085
FIRM, Township of T08-SD, ME, ME, Hancock County <i>(See FIRM, Town of Ellsworth, 230066, for Graham L. BFE*)</i>	230458A	10/01/1986
FIRM, Township of T17-R4 WELS, ME, Aroostook County	230453A	10/01/1986
FIRM, Township of T17 R5 WELS, ME, Aroostook County	230454A	05/19/1987
FIRM, Township of Trescott, Maine, Washington County <i>(See FIRM, Town of Lubec, 230139, for bay and cove BFEs*)</i>	230473	02/08/1999
FIRM, Plantation of Winterville, ME, Aroostook County	230450A	11/01/1985

* NOTES: BFE(s) – Base Flood Elevation(s)
 FIA – Federal Insurance Administration
 FIRM – Flood Insurance Rate Map



Petition for Rezoning

Land Use Guidance Map Index

CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

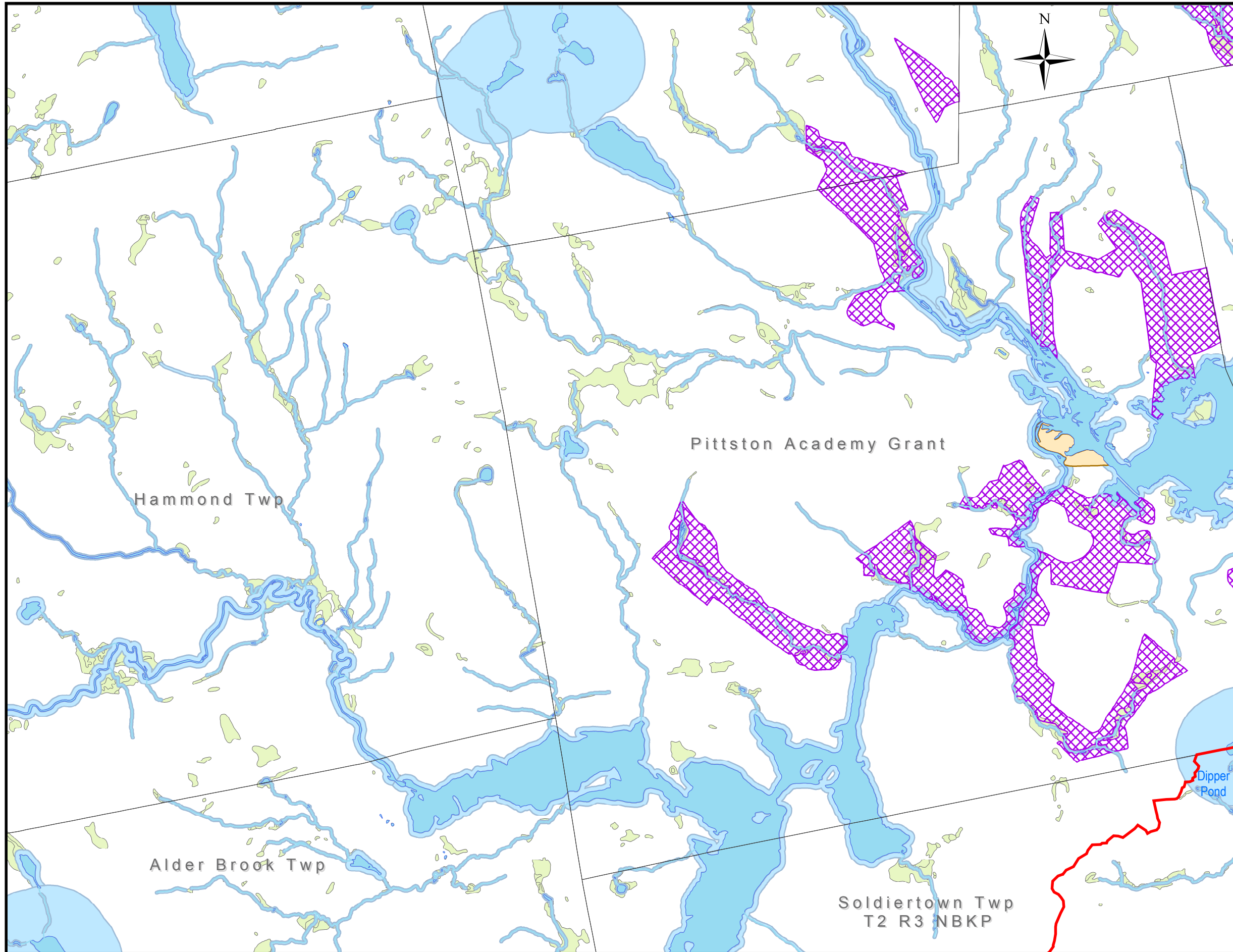
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5 10 Miles April 2007



Petition for Rezoning

Land Use Guidance Map 1

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

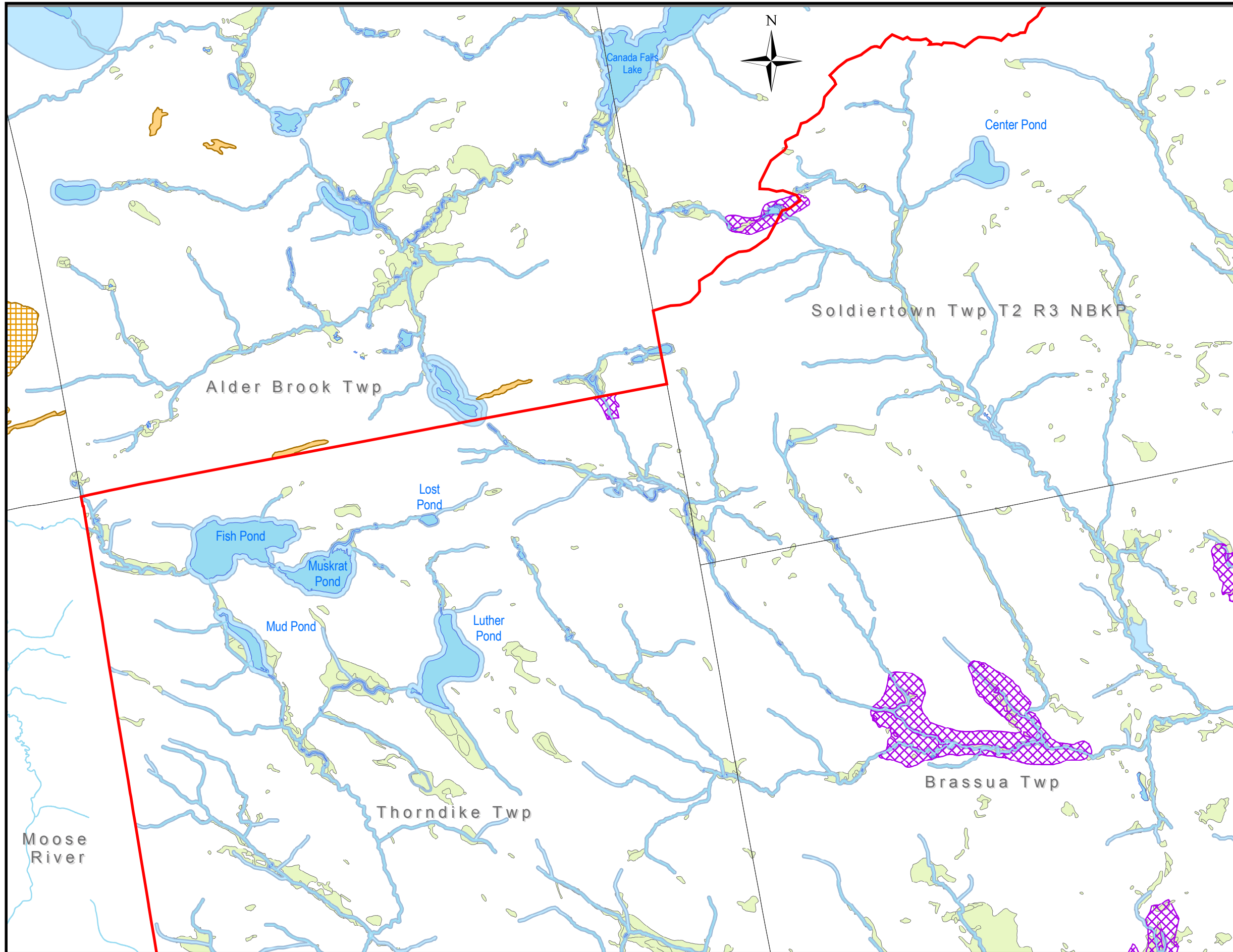
Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000

Feet April 2007



Petition for Rezoning

Land Use Guidance Map 2

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

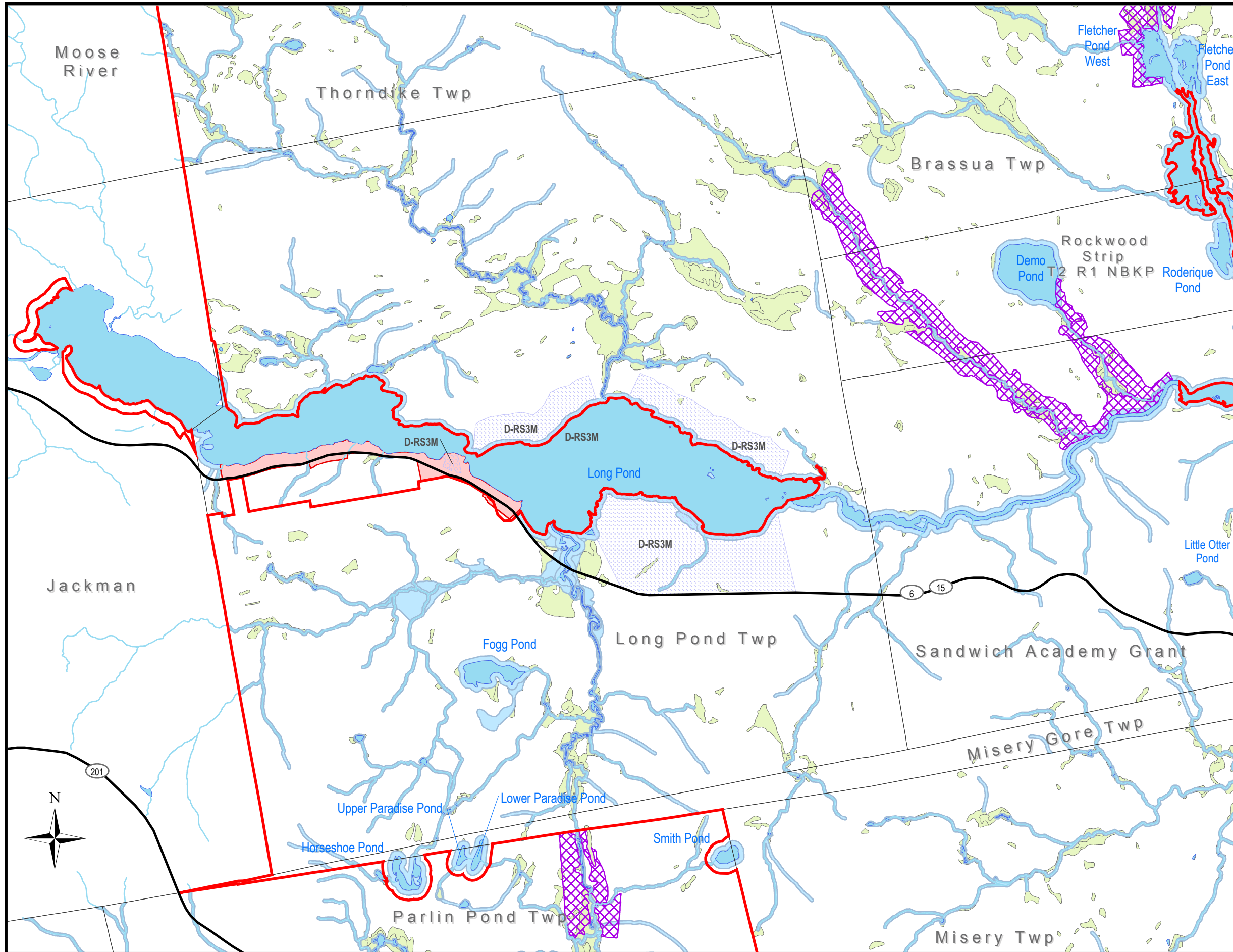
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 3

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

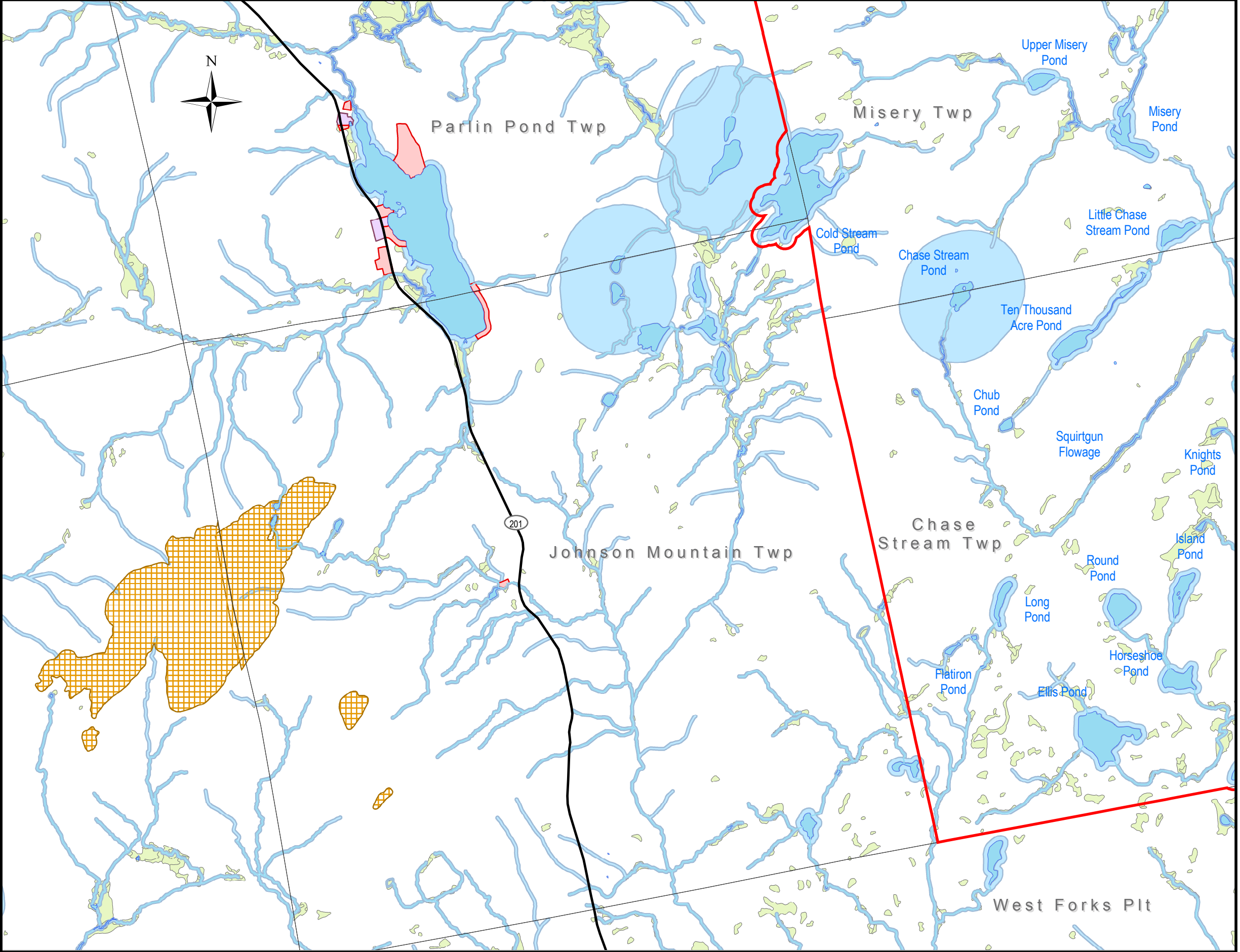
0 5,000 10,000
 Feet

April 2007

Petition for Rezoning

Land Use Guidance Map 4

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION



Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

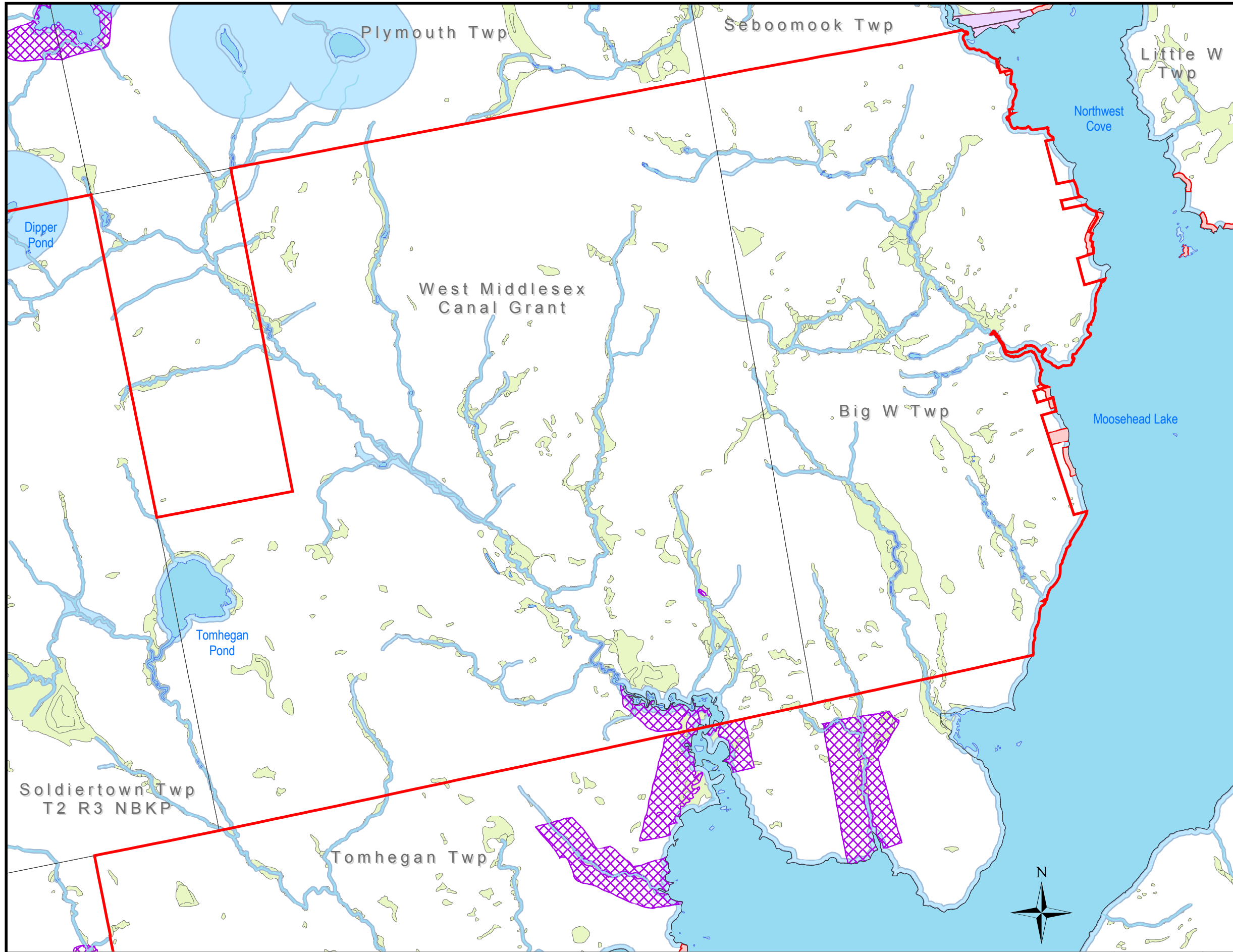
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 5

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

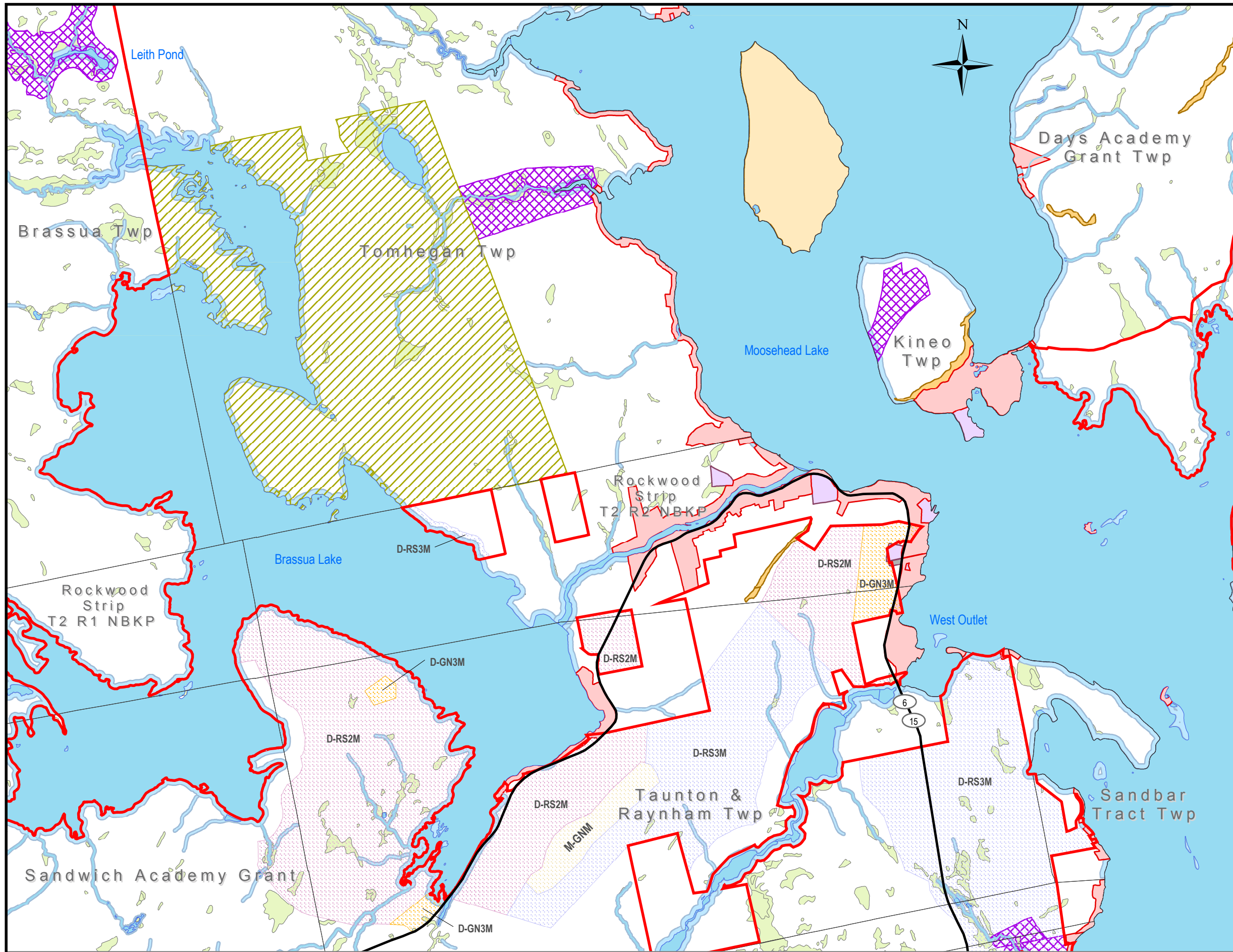
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 6

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

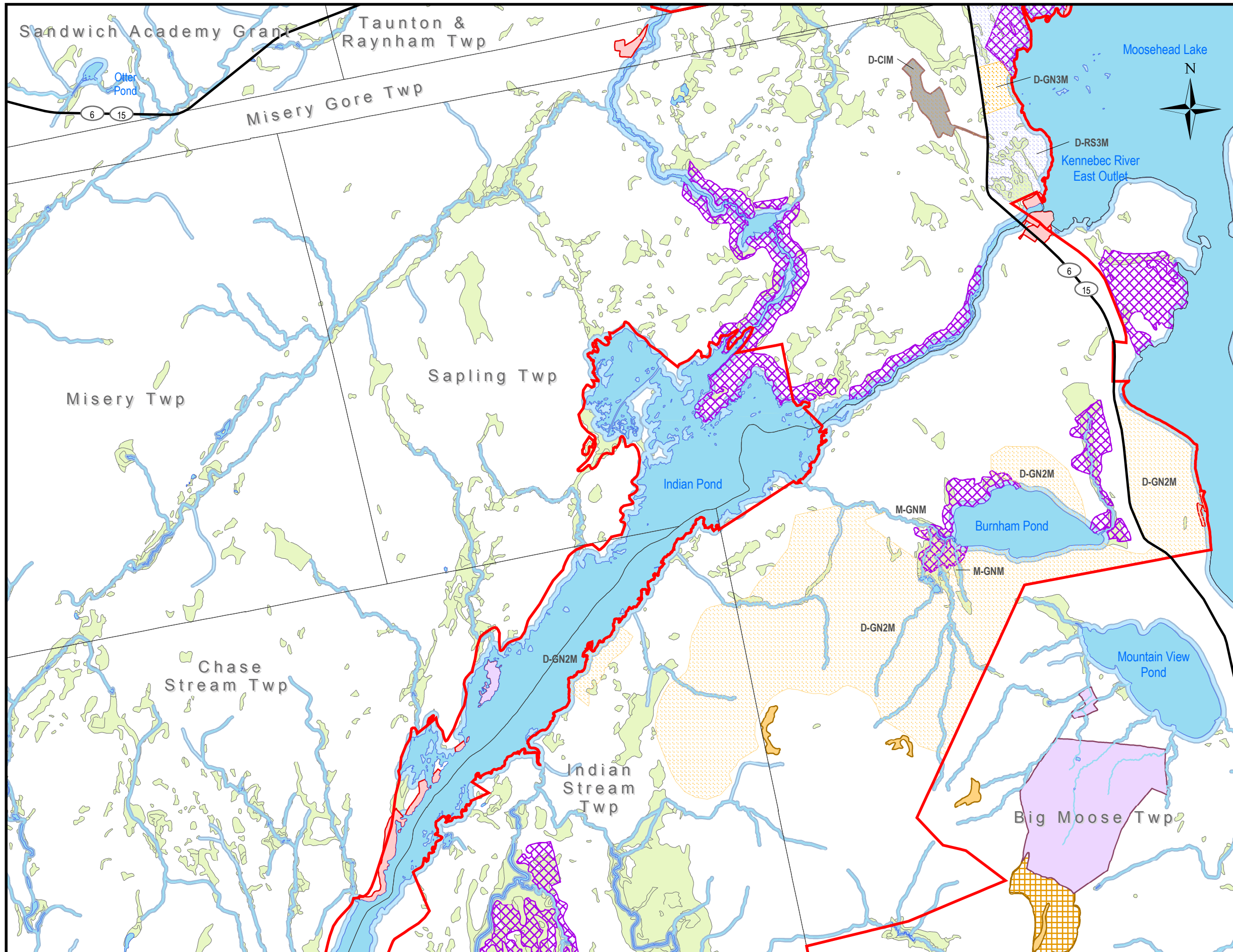
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 7

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

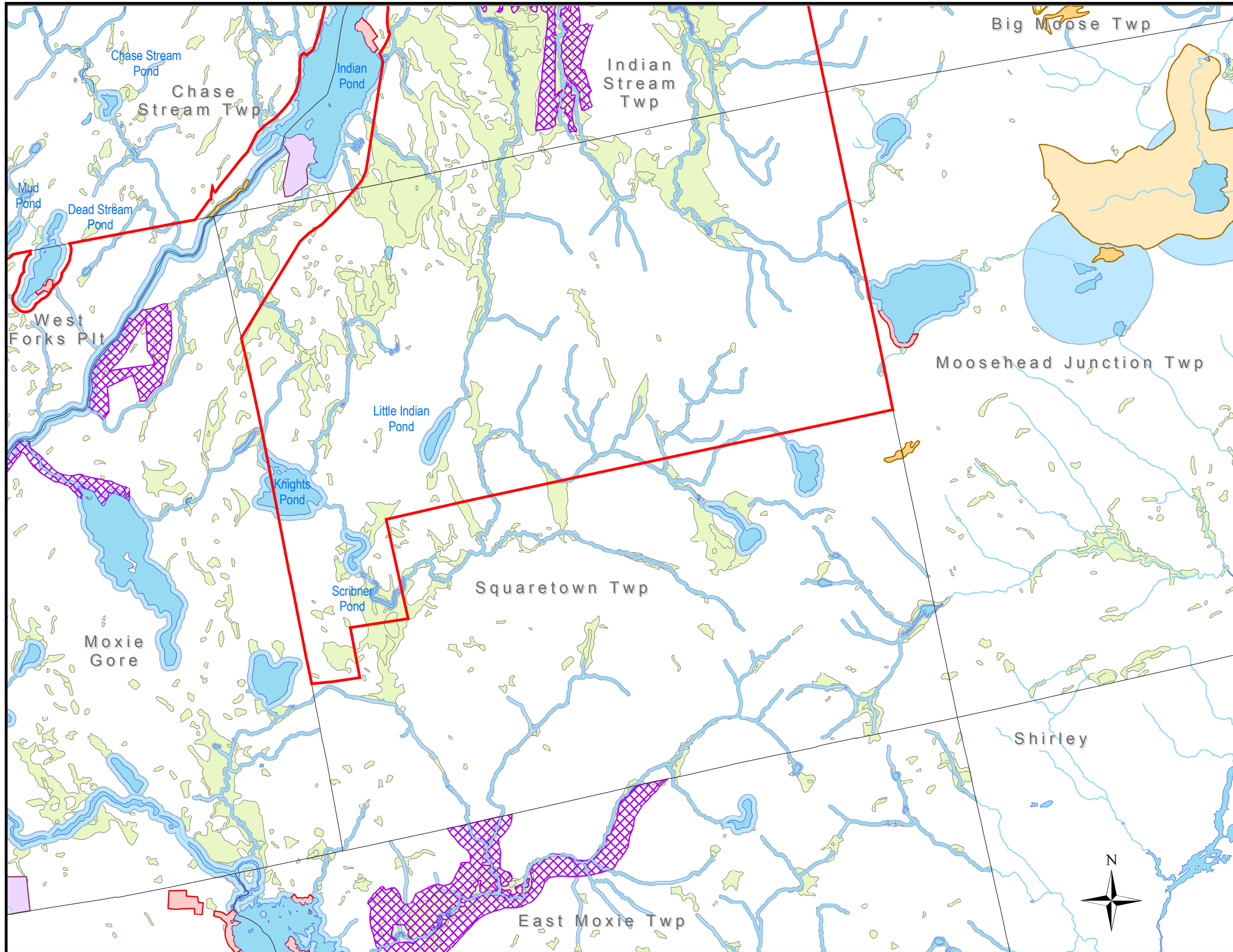
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 8

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

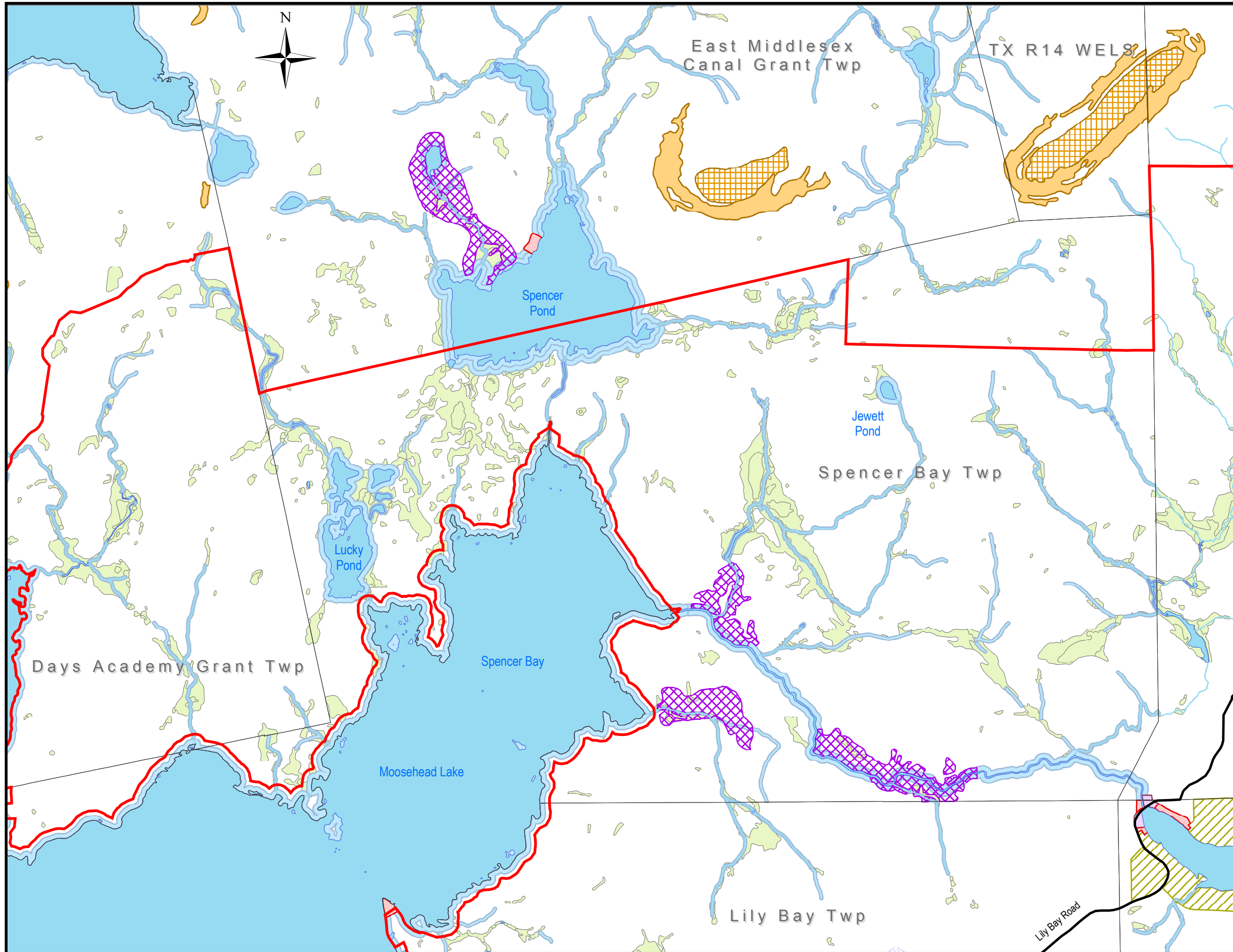
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 9

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

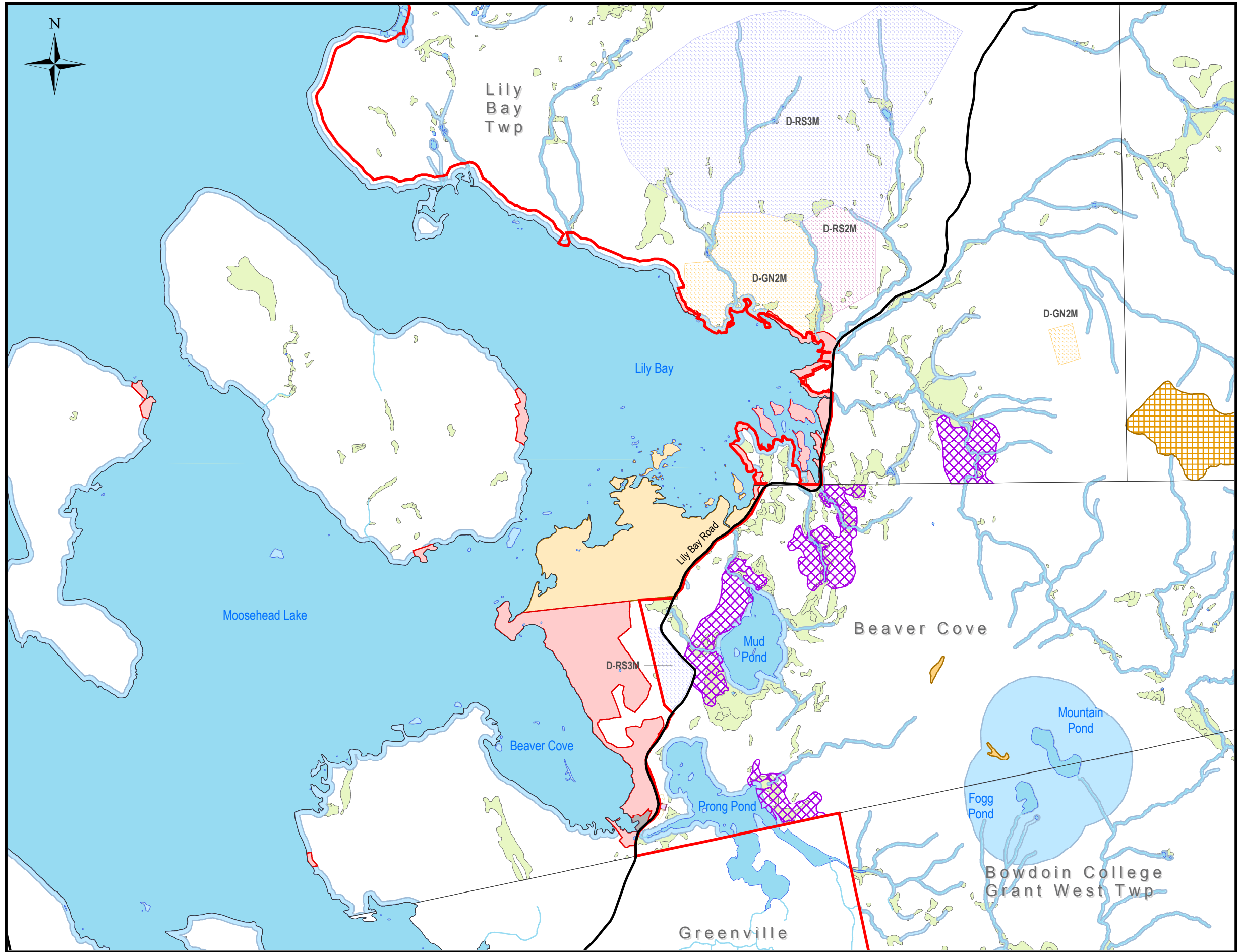
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 10

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

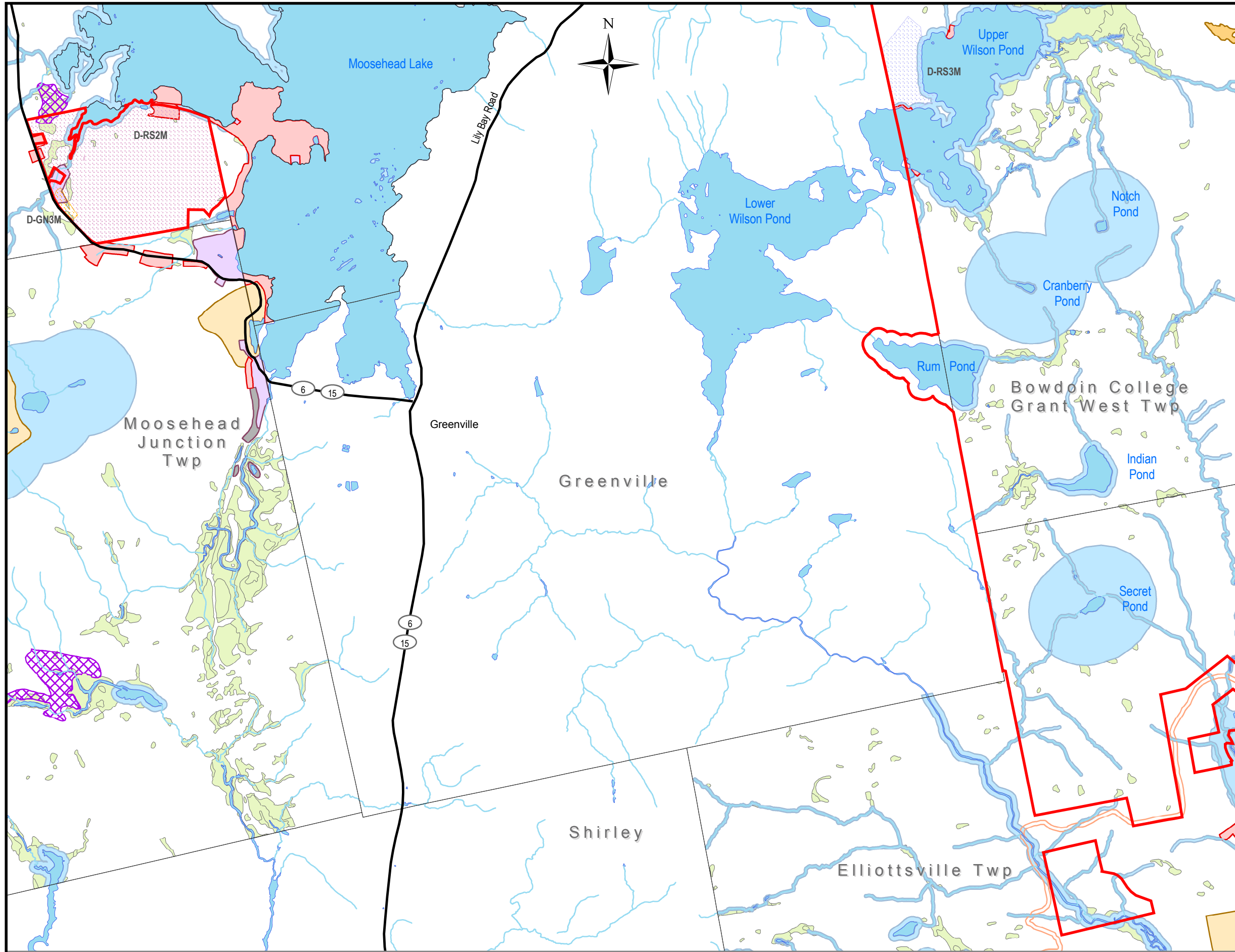
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 11

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

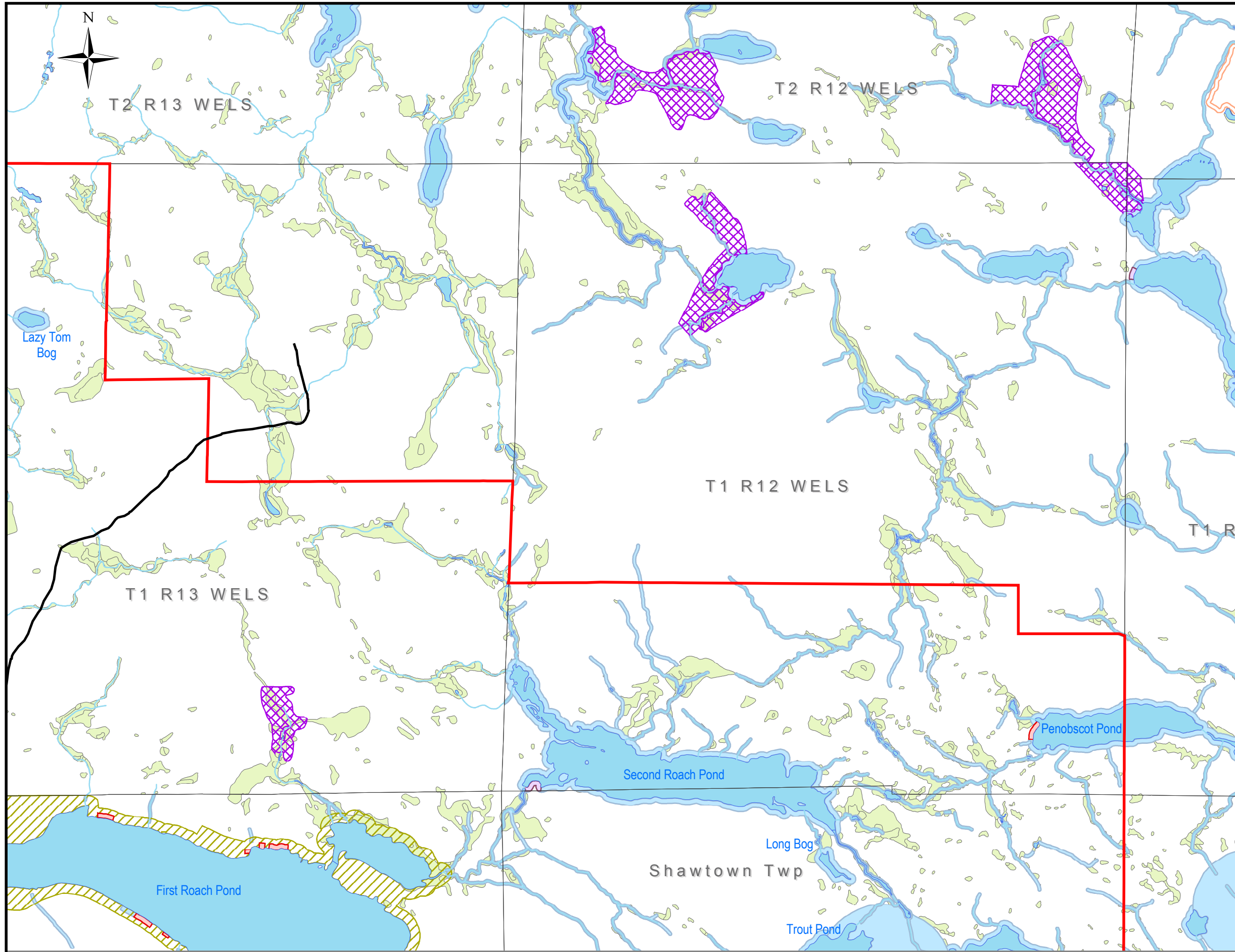
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 12

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

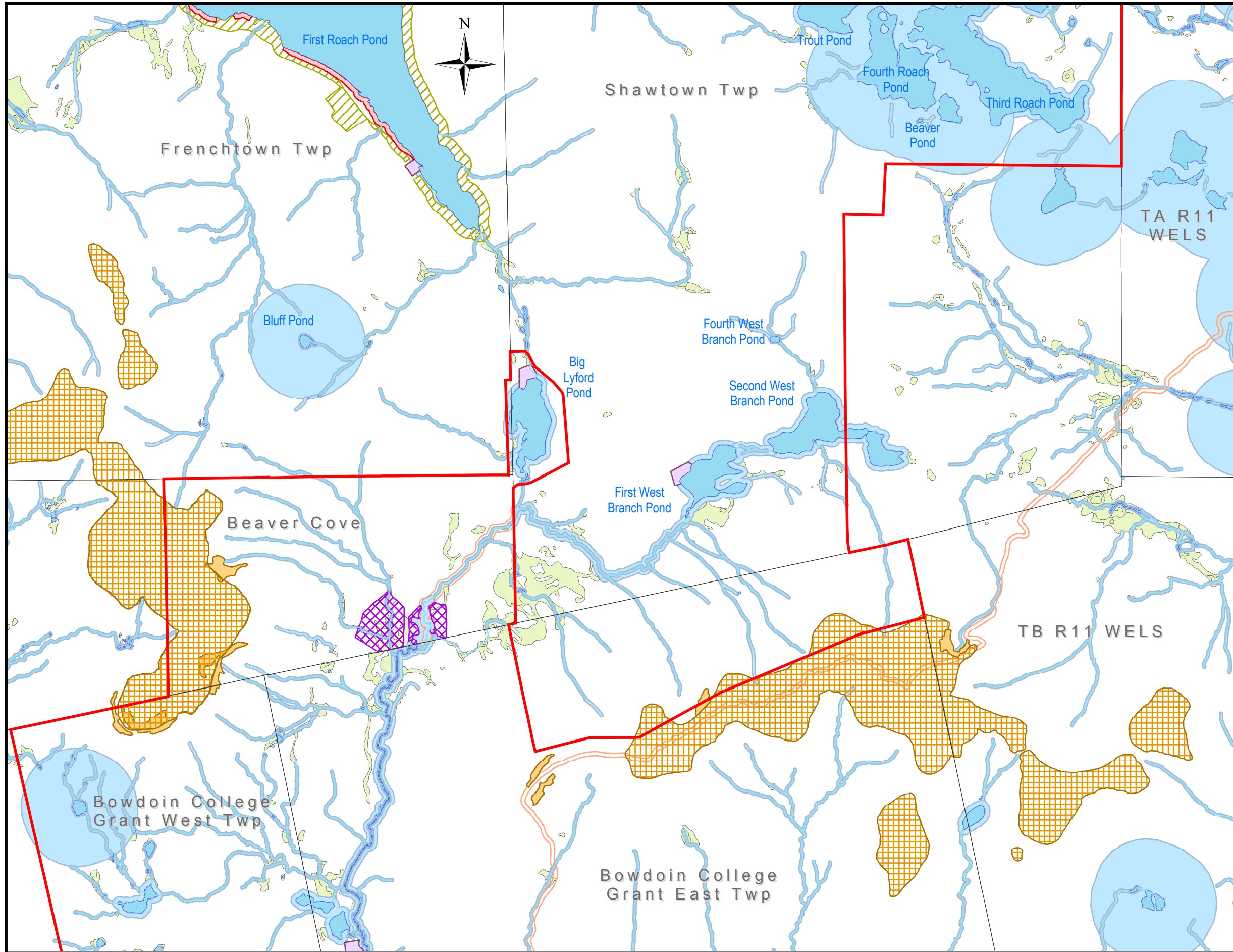
- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000
 Feet April 2007



Petition for Rezoning

Land Use Guidance Map 13

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone) (M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

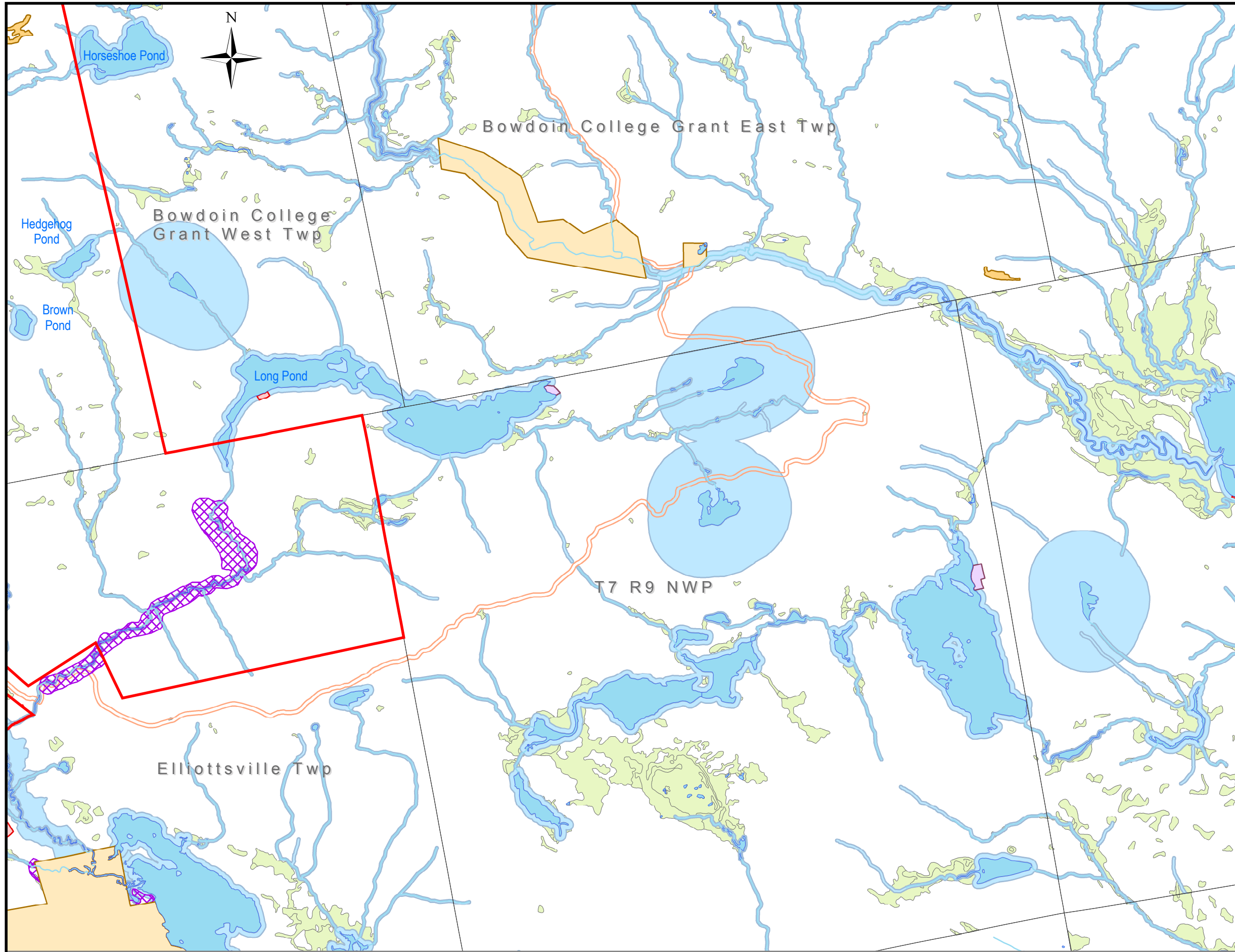
Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000 Feet

April 2007



Petition for Rezoning

Land Use Guidance Map 14

CONCEPT PLAN for PLUM CREEK'S LANDS in the MOOSEHEAD LAKE REGION

Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

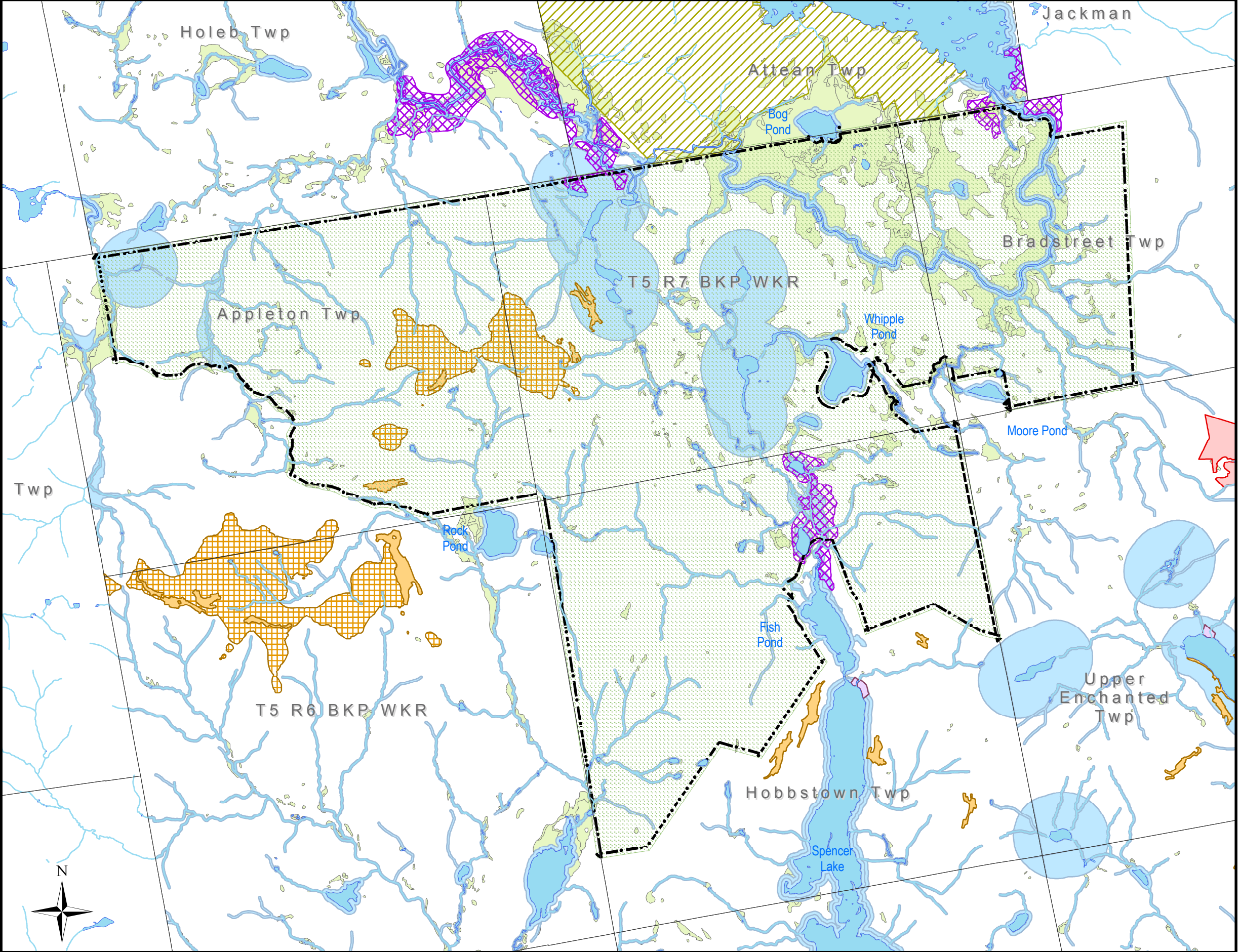
Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 5,000 10,000 Feet

April 2007

Petition for Rezoning
Number Five Bog
Land Use Guidance Map 15

CONCEPT PLAN
for
PLUM CREEK'S
LANDS
in the
MOOSEHEAD LAKE REGION



Legend

- Plum Creek Ownership Subject to Concept Plan
- Rivers - Lakes - Ponds
- Major Road

Proposed Zones

- Rural Mixed-Use Development Zone (D-GN3M)
- Residential Recreation Development Zone (D-RS3M)
- Residential-Community Development Zone (D-RS2M)
- Resort Development Zone (D-GN2M)
- Management Zone (within Development Zone)(M-GNM)
- Existing Commercial / Industrial Zone (D-CIM)

Existing LURC Subdistricts

- General Development
- Residential Development
- Commercial / Industrial
- General Management
- Resource Plan Protection
- Fish and Wildlife Protection
- Mountain Area Protection
- Soils and Geology Protection
- Unusual Area Protection
- Wetlands
- Floodplains, Pond, River, and Stream Protection

Note: Where a shoreland envelope covers a Great Pond Protection (P-GP) subdistrict, it extinguishes the P-GP subdistrict

0 7,000 14,000
 Feet April 2007



SECTION 5. STATISTICAL SUMMARY

The following tables provide further information about the Concept Plan. The acreages, percentages, dimensions and other figures listed below and throughout the Plan are calculated based on the best GIS and other information currently available. These figures may be revised or corrected as new information warrants.

A. Plan Area

The Plan Area covers 29 Minor Civil Divisions (“MCD”): 17 in Somerset County and 12 in Piscataquis County.

Summary Table 1: Minor Civil Divisions Within the Plan Area

Name	County	Percent of MCD in Plan Area
Town of Beaver Cove	Piscataquis	63%
Big Moose Twp.	Piscataquis	52%
Big W Twp., NBKP	Somerset	99%
Bowdoin College Grant East	Piscataquis	10%
Bowdoin College Grant West	Piscataquis	62%
Brassua Twp.	Somerset	96%
Chase Stream Twp.	Somerset	96%
Days Academy Grant	Piscataquis	53%
Elliotsville Twp.	Piscataquis	22%
Frenchtown Twp.	Piscataquis	84%
Indian Stream Twp.	Somerset	83%
Lily Bay Twp.	Piscataquis	98%
Long Pond Twp.	Somerset	97%
Misery Gore	Somerset	
Misery Twp.*	Somerset	100%
Rockwood Strip East	Somerset	21%
Rockwood Strip West	Somerset	82%
Sandbar Tract	Somerset	12%
Sandwich Academy Grant	Somerset	89%
Sapling Twp.*	Somerset	88%
Shawtown Twp.	Piscataquis	76%
Smithtown Twp.	Piscataquis	68%
Soldiertown Twp.	Somerset	75%
Spencer Bay Twp.	Piscataquis	71%
Squaretown Twp.	Somerset	53%
T1 R12 WELS	Piscataquis	33%
Taunton & Raynham Academy Grant	Somerset	83%
Thorndike Twp.	Somerset	100%
West Middlesex Canal Grant	Somerset	88%
Total		70%

* Acreage for Misery Gore is included in Misery Township and Sapling Township

B. Plan Area Conservation

Summary Table 2: Plan Area Conservation

	Acres	Rounded Acres	Percent of Total Plan Area	Miles
Total Plan Land Area	407,656	408,000	100%	
<i>Plan Area Conservation</i>	<i>385,738</i>	<i>386,000</i>	<i>95%</i>	
Balance Conservation Easement	90,378	90,000	22%	
Moosehead Legacy Conservation Easement	265,856	266,000	65%	
Roach Ponds Acquisition Area	29,504	29,500	7.2%	
Number Five Bog Acquisition	45,160	45,000	N/A	
Peak-to-Peak Trail	163	160	0.04%	67*
Permanent ITS Snowmobile Trail	179	180	0.04%	74
Mahoosucs to Moosehead Trail	29	30	0.01%	12

* Another 18 miles are located outside the Plan Area.

C. Plan Area Development

Summary Table 3: Plan Area Development

	Acres	Rounded Acres	Percent of Total Plan Area	Miles
Total Plan Land Area	407,656	408,000	100%	
Development Zones	21,914	22,000	5.4%	
Protection Zones Within Development Areas	(1,472)	(1,500)	(0.4%)	
<i>Plan Area Development</i>	<i>20,442</i>	<i>20,500</i>	<i>5.0%</i>	
D-RS2M Zone	5,708	5,700	1.4%	
D-RS3M Zone	8,990	9,000	2.2%	
D-GN3M Zone	426	430	0.1%	
D-GN2M Zone	5,223	5,200	1.3%	
D-CIM Zone	94	90	0.02%	

Summary Table 4: Development Areas

	Gross	P-FW	P-WL	M-	Protection	Net
--	-------	------	------	----	------------	-----

	Acres	Acres	Acres	GNM Acres	Zones*	Development Acres
Long Pond Area	1,499	0.0	39.8	0.0	39.8	1,460
South Brassua Lake Area	2,871	0.0	137.6	0.0	137.6	2,734
Rockwood/Blue Ridge Area	3,902	0.0	14.7	290.0	304.7	3,597
Route 6/15 Corridor Area	3,023	235.8	276.7	0.0	506.6	2,516
Moose Bay Village Area	1,198	7.4	56.2	0.0	57.5	1,141
Upper Wilson Pond Area	184	0.0	0.0	0.0	0.0	184
Beaver Cove Area	117	0.0	0.1	6.0	6.1	110
Lily Bay Residential Area	3,581	0.0	103.7	0.0	103.7	3,477
Big Moose Resort Area	4,712	74.0	170.4	107.1	266.5	4,446
Lily Bay Resort Area	827	0.0	49.9	0.0	49.9	777
4. Total Development Areas	21,914	317	849	403	1,472	20,442

*Some protection zones overlap, therefore the total area covered by protection zones does not necessarily equal the total of the individual zones.

Summary Table 5: Zone Types – Total Acres

Type of Zone	Gross Total Acres	Net Total Acres
Residential and Mixed Use Zones	16,321	15,125
Resort Zones	5,540	5,223
Commercial/Industrial Zone	94	94
Total Acres by Zone Type	21,955	20,442

D. Lakes and Ponds

There are sixty-six lakes and ponds within the Plan Area; development is proposed on six: Brassua Lake, Burnham Pond, Indian Pond, Long Pond, Moosehead Lake, and Upper Wilson Pond. Waterbodies where development is proposed have been marked with an asterisk.

Table 6: Lakes and Ponds Data and Resource Assessment Findings:

Lakes/Ponds	Lake #	Township	Lake Class	Size (Ac)	Total Shorefront (miles)	Total PC Frontage (miles)	Proposed shorefront miles in Development Areas	Fisheries	Wildlife	Scenic Quality	Shoreline Character	Botanical Features	Cultural Resources	Physical Resource	Resource Class	Land Use	
																Accessible/Inaccessible	Developed/Undeveloped
10,000 Acre Pond	4088	Chase Stream Twp.	7	37	1.2	1.2	0	S							2	INAC	UNDEV
1 st W. Branch Pond	0440	Shawtown Twp.	7	119	3.1	3.1	0	O		+					1B	AC	DEV
2 nd and 3 rd West Branch Pond	0442	Shawtown Twp.	7	214	4.5	4.5	0	O		S+					1B	AC	UNDEV
2 nd Roach Pond	0452	T1 R12 WELS	7	970	11.7	11.7	0	S		S			S	S	1B	AC	UNDEV
3 rd Roach Pond	0482	Shawtown Twp.	7	570	8.9	8.8	0	S		O	S				1B	AC	UNDEV
4 th Roach Pond	0446	Shawtown Twp.	1,6	266	4.2	4.2	0	S		O	S				1B	INAC	UNDEV
4 th W. Branch Pond	0444	Shawtown Twp.	NL	1	0.3	0.3	0										
Bates Pond	7740	Chase Stream Twp.	NL	1	0.1	0.1	0										
Beaver Pond	0484	Shawtown Twp.	6	27	1.0	1.0	0	S							2	INAC	UNDEV
Bluff Pond	0434	Frenchtown Twp.	6	10	0.4	0.4	0	S						S	2	INAC	UNDEV
Brassua Lake	4120	Rockwood Strip East	3	8,979	63.5	43.5	11	S					O		1B	AC	DEV
Brown Pond	0788	West Bowdoin	7	18	0.7	0.7	0	S							2	AC	UNDEV
Burnham Pond	0392	Big Moose Twp.	7	426	4.4	4.4	3	S	S						2	AC	UNDEV
Center Pond	4040	Soldiertown Twp.	7	51	1.5	1.5	0	S	+				S		2	INAC	DEV
Chase Stream Pond	4080	Chase Stream Twp.	5, 7	75	0.7	0.7	0			S					2	AC	DEV
Chase Stream Pond	4093	Misery Twp.	6	31	1.0	1.0	0	S							2	INAC	UNDEV
Chub Pond	4097	Chase Stream Twp.	NL	7	0.4	0.4	0										
Cold Stream Pond	2538	Misery Twp.	7	205	4.7	4.7	0	O		S+					1B	AC	UNDEV
Cranberry Pond	0784	West Bowdoin	6	7	0.4	0.4	0								3	INAC	UNDEV
Dead Stream Pond	4066	Chase Stream/West Forks Plt.	5	67	2.3	2.3	0								3	AC	DEV
Demo Pond	4114	Rockwood Strip West	7	192	2.0	2.0	0	S	S						2	AC	UNDEV
Dipper Pond	4042	Soldiertown Twp. /Pittston Academy Grant	6	13	0.6	0.3	0						O	S	1B	INAC	UNDEV
Ellis Pond	4086	Chase Stream Twp.	7	85	2.1	2.1	0	O							1B	AC	DEV
Fish Pond	2524	Thorndike Twp.	7	211	3.0	3.0	0	S							2	AC	UNDEV
Flat Iron Pond	0489	Chase Stream Twp.	NL	4	0.4	0.4	0										

Lakes/Ponds	Lake #	Township	Lake Class	Size (Ac)	Total Shorefront (miles)	Total PC Frontage (miles)	Proposed shorefront miles in Development Areas	Fisheries	Wildlife	Scenic Quality	Shoreline Character	Botanical Features	Cultural Resources	Physical Resource	Resource Class	Land Use	
																Accessible/ Inaccessible	Developed/ Undeveloped
Fletcher Pond East	9736	Brassua Twp.	7	12	2.2	1.7	0		S						2	AC	UNDEV
Fletcher Pond West	9734	Brassua Twp.	7	20	2.3	1.5	0		S						2	AC	UNDEV
Fogg Pond	0426	West Bowdoin	6	23	1.7	1.7	0	S							2	INAC	UNDEV
Fogg Pond	2534	Long Pond Twp.	7	54	1.0	1.0	0			S	O				1B	AC	UNDEV
Hedgehog Pond	0790	West Bowdoin	7	40	1.3	1.3	0	S							2	AC	UNDEV
Horseshoe Pond	0412	West Bowdoin	7	160	1.1	1.1	0	O		S+	S-			S-	1B	AC	DEV
Horseshoe Pond	2540	Misery Gore/ Parlin Pond Twp.	7	50	2.1	2.1	0	M		S+	S+				2	INAC	UNDEV
Horseshoe Pond	4082	Chase Stream Twp.	7	27	3.1	0.1	0	O							1B	AC	UNDEV
Indian Pond	4090	Sapling Twp.	3	3,746	39.3	5.2	1	S	O				S		1B	AC	DEV
Indian Pond	0782	West Bowdoin	7	70	1.9	1.9	0	S							2	AC	UNDEV
Island Pond	4094	Chase Stream Twp.	7	24	1.3	1.3	0	O							1B	AC	UNDEV
Jewett Pond	0460	Spencer Bay Twp.	7	13	0.5	0.5	0	S							2	INAC	UNDEV
Knights Pond	0377	Squaretown Twp./ Moxie Gore	7	128	0.3	0.3	0					S			2	INAC	UNDEV
Knights Pond	4098	Chase Stream Twp.	NL	3	2.9	1.0	0										
Lazy Tom Bog	0458	T1 R13	7	17	0.7	0.7	0	S							2	INAC	UNDEV
Leith Pond	4124	Brassua Twp.	7	18	1.3	1.3	0		S						2	INAC	UNDEV
Little Chase Stream Pond	5798	Misery Twp.	7	17	0.9	0.9	0	S							2	AC	UNDEV
Little Indian Pond	4070	Squaretown Twp.	7	25	1.1	1.1	0								3	AC	UNDEV
Little Otter Pond	4112	Sandwich Academy Twp.	NL	9	0.5	0.5	0										
Long Bog	0450	Shawtown Twp.	7	15	0.9	0.9	0	S							2	AC	UNDEV
Long Pond	2536	Long Pond Twp.	3	3,053	21.9	15.9	6	S	S	O	S	O	S		1A	AC	DEV
Long Pond	0800	Elliotsville, T7 R9 NWP	7	643	1.0	1.0	0	S		S			S-		2	AC	UNDEV
Long Pond	5794	Chase Stream Twp.	7	17	11.4	0.5	0	S		+					2	AC	UNDEV
Lost Pond	2526	Thorndike Twp.	7	10	0.4	0.4	0								3	INAC	UNDEV
Lower Paradise Pond	9730	Misery Gore/ Parlin Pond Twp.	NL	9	0.7	0.7	0										
Lucky Pond	0402	Spencer Bay Twp.	7	93	5.8	5.8	0		S					S	2	AC	UNDEV
Luther Pond	2528	Thorndike Twp.	7	154	3.0	3.0	0	S							2	AC	UNDEV

Lakes/Ponds	Lake #	Township	Lake Class	Size (Ac)	Total Shorefront (miles)	Total PC Frontage (miles)	Proposed shorefront miles in Development Areas	Fisheries	Wildlife	Scenic Quality	Shoreline Character	Botanical Features	Cultural Resources	Physical Resource	Resource Class	Land Use	
																Accessible/Inaccessible	Developed/Undeveloped
Misery Pond	5800	Misery Twp.	7	36	2.0	2.0	0	S		S-	S+			+	2	AC	UNDEV
Moosehead Lake	0390	Little Moose Twp.	7,3	74,890	245.4	19.5	11	O	O	O	O	O	O	O	1A	AC	DEV
Mountain Pond	0432	Beaver Cove	6	56	1.7	1.7	0	S						S	2	INAC	UNDEV
Mud Pond	0398	Beaver Cove	7	249	3.4	3.4	0		S					S	2	INAC	UNDEV
Mud Pond	2530	Thorndike Twp.	7	50	0.7	0.7	0								3	AC	UNDEV
Mud Pond	4084	Chase Stream Twp.	7	20	1.8	1.8	0								3	INAC	UNDEV
Muskrat Pond	2532	Thorndike Twp.	7	100	3.1	3.1	0								3	AC	UNDEV
Notch Pond	0786	West Bowdoin	6	10	0.4	0.4	0	S							2	INAC	UNDEV
Otter Pond	4110	Sandwich Academy Twp.	7	12	1.2	1.2	0	S							2	INAC	UNDEV
Penobscot Pond	0568	T1 R12 WELS	7	279	2.4	2.2	0	S		S		O			1B	AC	UNDEV
Prong Pond	9791	Beaver Cove	7	427	8.2	4.7	0	S	O	O	S				1A	AC	UNDEV
Roderique Pond	0317	Sandwich Academy Twp.	7	44	1.4	1.4	0	S							2	AC	UNDEV
Round Pond	4092	Chase Stream Twp.	7	30	0.9	0.9	0	O							1B	AC	UNDEV
Rum Pond	0780	West Bowdoin	7	245	3.2	3.2	0	O							1B	AC	UNDEV
Scribner Bog	4072	Squaretown Twp.	7	15	1.2	1.2	0		S						2	AC	UNDEV
Secret Pond	0907	Elliotville Twp.	7, 6	12	0.6	0.6	0	S							2	INAC	UNDEV
Smith Pond	2546	Misery Twp/ Parlin Pond Twp.	7	16	0.7	0.7	0	S					S		2	AC	UNDEV
Spencer Pond	0404	Spencer Bay Twp.	7, 2	980	10.1	4.0	0	S	O+	O	S				1A	AC	UNDEV
Squirtgun Flowage	7754	Chase Stream Twp.	7	30	1.3	1.3	0								3	INAC	UNDEV
Tomhegan Pond	4038	West Middlesex Twp.	7	356	2.7	2.7	0	S							2	AC	UNDEV
Trout Pond	0448	Shawtown Twp.	7	145	2.8	2.8	0	S							2	AC	UNDEV
Upper Misery Pond	5802	Misery Twp.	7	18	0.7	0.7	0	S							2	AC	UNDEV
Upper Paradise Pond	9731	Misery Gore	NL	6	0.5	0.5	0										
Upper Wilson Pond	0410	Bowdoin College Grant West	4	940	8.5	8.3	1	O	S	O	S			S	1A	AC	DEV

NL = shown on DeLorme Gazetteer, but not listed with LURC's Wildlands Lake Assessment
M = missing information
O = Outstanding
S = Significant
+, - = resource needing further field checking due to public comment (+ = positive comment: - =

Lakes/Ponds	Lake #	Township	Lake Class	Size (Ac)	Total Shorefront (miles)	Total PC Frontage (miles)	Proposed shorefront miles in Development Areas	Fisheries	Wildlife	Scenic Quality	Shoreline Character	Botanical Features	Cultural Resources	Physical Resource	Resource Class	Land Use			
																Accessible/ Inaccessible	Developed/ Undeveloped		
negative comment) Resource Class 1A = lakes of statewide significance with two or more outstanding values Resource Class 1B = lakes of statewide significance with one outstanding value Resource Class 2 = lakes of regional significance (with no outstanding values but at least one significant resource value) Resource Class 3 = lakes of local or unknown significance																			