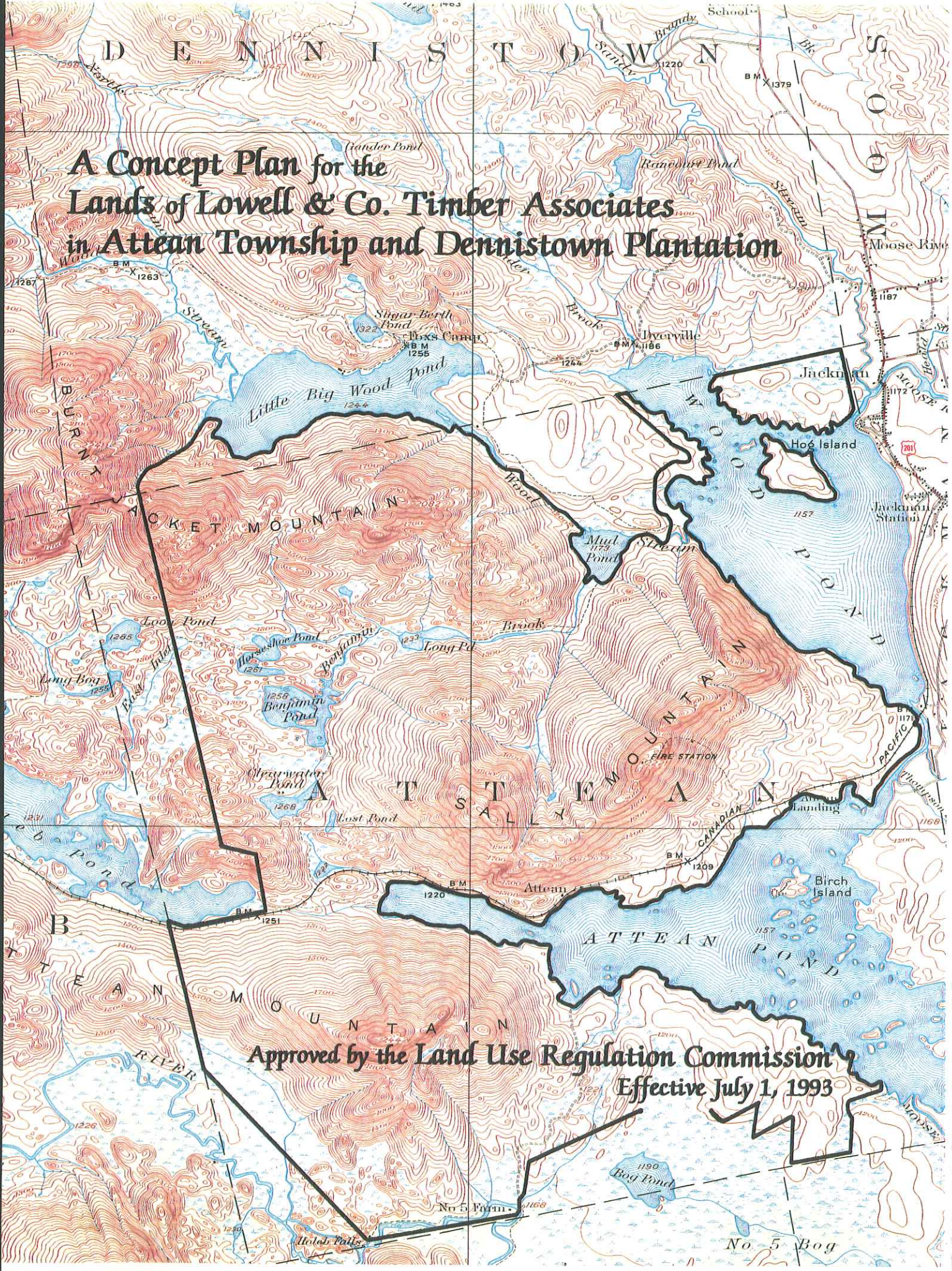


A Concept Plan for the Lands of Lowell & Co. Timber Associates in Attean Township and Dennistown Plantation



Approved by the Land Use Regulation Commission
Effective July 1, 1993

No 5 Bog

AMENDMENT TO:

A Concept Plan for the
Lands of Lowell & Co. Timber Associates
in Attean Township and Dennistown Plantation

Part II. THE CONCEPT PLAN

F. Proposed Development

2. Specific Development Provisions

c. For Attean Pond Sites:

- No off-site utility power ~~or on-site generators are~~ is allowed but on-site solar electric power is permitted. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.

d. For All Other Sites (on Wood, Mud and Little Big Wood Ponds):

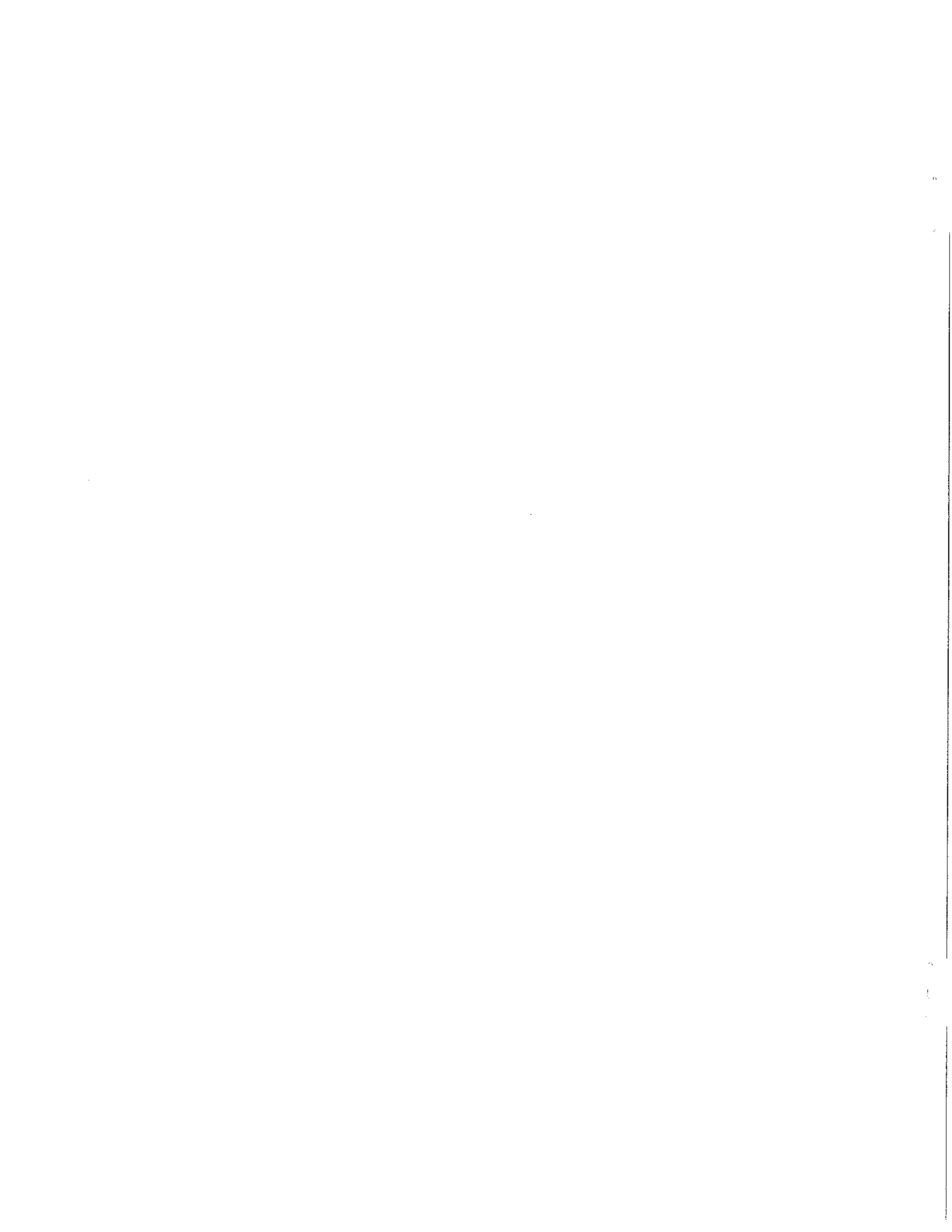
- No off-site utility power ~~or on-site generators are~~ is allowed but on-site solar electric power is permitted. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.

e. For Back-country Sites:

viii. Finally, the following restrictions shall apply to all back-country lots:

- No off-site utility power ~~or on-site generators are~~ is permitted; however solar electric systems are allowable. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.

APPROVED BY THE MAINE LAND USE REGULATION COMMISSION AT
ELLSWORTH, MAINE, THIS 21ST DAY OF JANUARY, 1999



*A Concept Plan for the
Lands of Lowell & Co. Timber Associates
in Attean Township and Dennistown Plantation*

"The Concept Plan offers a model for responsible conservation and development in LURC's jurisdiction; it views the entire ownership as a whole and is not restricted to just the land immediately adjacent to the shore. The Plan offers innovative approaches to development and conservation: structures are set back from the shore in clusters, separated by generous open space; shorefront is held in common; and access is by boat or foot only; further public access for traditional recreation is guaranteed and generous amounts of shorefront and backland is committed to remain undeveloped in perpetuity, all to assure that the wilderness nature of the property is retained."

Approved by the Maine Land Use Regulation Commission

Effective July 1, 1993

Revised Effective February 5, 1999

ACKNOWLEDGMENTS

This Concept Plan, the first adopted by the Maine Land Use Regulation Commission, is the culmination of the dedicated efforts of many people. Discussions and negotiations between Lowell and Company and the Commission staff occurred throughout the plan's development. Open meetings were held early in the process to keep the public and interest groups informed of the proposed plan, and the public had extensive input at a hearing on the draft plan held in Jackman, Maine, in October 1992. The plan was approved by the Commission in Bangor, Maine, on April 15, 1993.

Credit for the vision to expand the Commission definition of a concept plan to include an entire ownership belongs to James Lowell, 2nd., of Lowell and Co. Timber Associates. Mr. Lowell's commitment to developing a plan that balances public benefits with reasonable, limited development—while promoting sustainable forest management practices—has inspired this entire effort.

Three consultants worked with James Lowell and Susan Walsh of Lowell and Company in developing this Plan. They were: Steve Coleman of LandVest (Jackman, Maine), forest manager for the Lowell ownership, Jerry Bley of Creative Conservation (Readfield, Maine), who was retained for his expertise in conservation techniques and recreation planning, and Brian Kent, a land use planner with Maine Tomorrow (Hallowell, Maine), who acted as lead consultant and official agent of Lowell and Company. Credit is also due to Elizabeth Moore and Alison Truesdale of Maine Tomorrow for the Overview of the Plan and cartography, respectively.

Staff representing the Commission were David Boulter, Director, and Fred Todd, Manager, Planning and Zoning Division. They helped shape this plan by providing the overall framework for such plans and negotiating terms and ensuring that the final product met the Commission's broad planning goals for Concept Plans.

The Commission acknowledges and appreciates the dedication and professionalism of all those who contributed to this document.

Linda Alverson, Chair
Charles Gadzik
Robert Hazelwood
Charles O'Brien

Caroline Pryor
James Sherburne
Stephen Wight

*A Concept Plan for the
Lands of Lowell & Co. Timber Associates
in Attean Township and Dennistown Plantation*

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| Part II The Concept Plan | A description of the Plan's development and conservation measures. |
| Part III Implementation Plan | A description of zoning, phasing, sustainable forestry, the Attean fee transfer and the proposed conservation easements. |
| Part IV Definitions | Definitions of terms used within the Plan. |
| Part V An Investment in Stewardship | A case study of the ownership. (copies available from: Lowell, Blake & Associates 75 Kneeland Street Boston, MA 02111) |

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SUMMARY OF THE CONCEPT PLAN

INTRODUCTION

This concept plan ("Plan") is proposed by Lowell & Company Timber Associates (Lowell and Company), a limited partnership in good standing registered in the State of Maine, with offices in Boston, Massachusetts and Jackman, Maine. The Plan is for the long term management and conservation of all the partnership's land in Attean Township and Dennistown Plantation near Jackman, comprising some 17,060 acres ("Plan Area"); an area subject to the rules and regulations of the Maine Land Use Regulation Commission (LURC).

This Plan is submitted to LURC under the agency's "lake concept plan" procedure. According to the LURC's Comprehensive Land Use Plan:

"a lake concept plan is a general plan for the development and conservation of a large block of lake shorelands. The plan is a clarification of long-term landowner intent that indicates, in a general way, the areas where development is to be focused, the relative density of proposed development, and the means by which significant natural and recreational resources are to be protected."

The Lowell and Company land encompasses three mountains (Burnt Jacket, Sally and Attean), major portions of three large ponds (Attean, Wood and Little Big Wood), and a number of smaller, remote ponds in Benjamin Valley.

Lowell and Company purchased this property from the Coburn Lands Trust in mid-1987. Since that time, Lowell and Company has managed the forest according to good management principles. It is the Company's intent that this master concept plan integrate good forest management practices with very limited development, public recreation and conservation. While the ownership covers over 17,000 acres, only 127.9 acres (0.75%) will be developed. Further, it is Lowell and Company's intent to maintain the environmental integrity of the property, to retain scenic, wildlife and water quality values and to ensure that future development has a minimal impact on the natural environment and the public enjoyment thereof.

This Plan is entirely consistent with the Commission's goal of encouraging landowner-initiated, long-range natural resource based planning as an alternative to haphazard, unplanned incremental development. The planning process necessary to prepare a lake concept plan encourages landowners to plan the future of their ownership in a manner that is thoughtful, forward-looking, and protective of the area's natural resources. The landowner gains from the insight obtained in preparing the plan, from expanded flexibility in making land management decisions, and from increased predictability regarding Commission actions. The public gains from the improved planning that results from comprehensive evaluation of lake-related recreational and natural resources, from provisions for the long-term protection of natural resources, from greater knowledge of future development patterns, and from the increased predictability about the amount and type of development. Furthermore, because the Lowell and Company Plan incorporates a commitment to sustainable forest management, the public will likely gain from the jobs and forest products resulting from this proposal.

This Concept Plan is submitted to the Maine Land Use Regulation Commission ("Commission" or "LURC") under Section 10.16,F of the Commission's *Land Use Districts and Standards* pursuant to the criteria for approval for P-RP (Resource Plan Protection Subdistrict) zoning. The fundamental test for approval under Section 10.16,F is that the Plan "strikes a reasonable and publicly beneficial balance between development and conservation of lake resources and that, taken as a whole, the Plan is at least as

protective of the natural environment as the development, management, and protection subdistricts which it affects."

In Lowell and Company's view, the 65 shorefront cabins and 15 back-country buildings proposed under this Plan are appropriate, will have very low impact, and will be more than reasonably balanced by the significant conservation easements and other conservation measures proposed and described hereafter.

This Concept Plan offers a model for responsible conservation and development in LURC's jurisdiction; it views the entire ownership as a whole and is not restricted to just the land immediately adjacent to the shore. This Plan offers innovative approaches to development and conservation: structures are set back from the shore in clusters, separated by generous open space; shorefront is held in common; and access is by boat or foot only; further public access for traditional recreation is guaranteed and generous amounts of shorefront and backland is committed to remain undeveloped in perpetuity, all to assure that the wilderness nature of the property is retained.

The location of the Lowell and Company property is shown on the map on the next page. The main features of the Plan, and the private and public benefits that will result from the Plan's approval, are described in Parts I through III. Following this introductory section is an inventory (Part I) that characterizes the existing site conditions and a detailed description of the proposed Concept Plan (Part II). The final section of this proposal describe Plan implementation measures (Part III), including the proposed conservation agreements.

A Concept Plan for
Lowell & Co.
 Timber Associates
 Prepared by Maine Tomorrow
 Hallowell, Maine



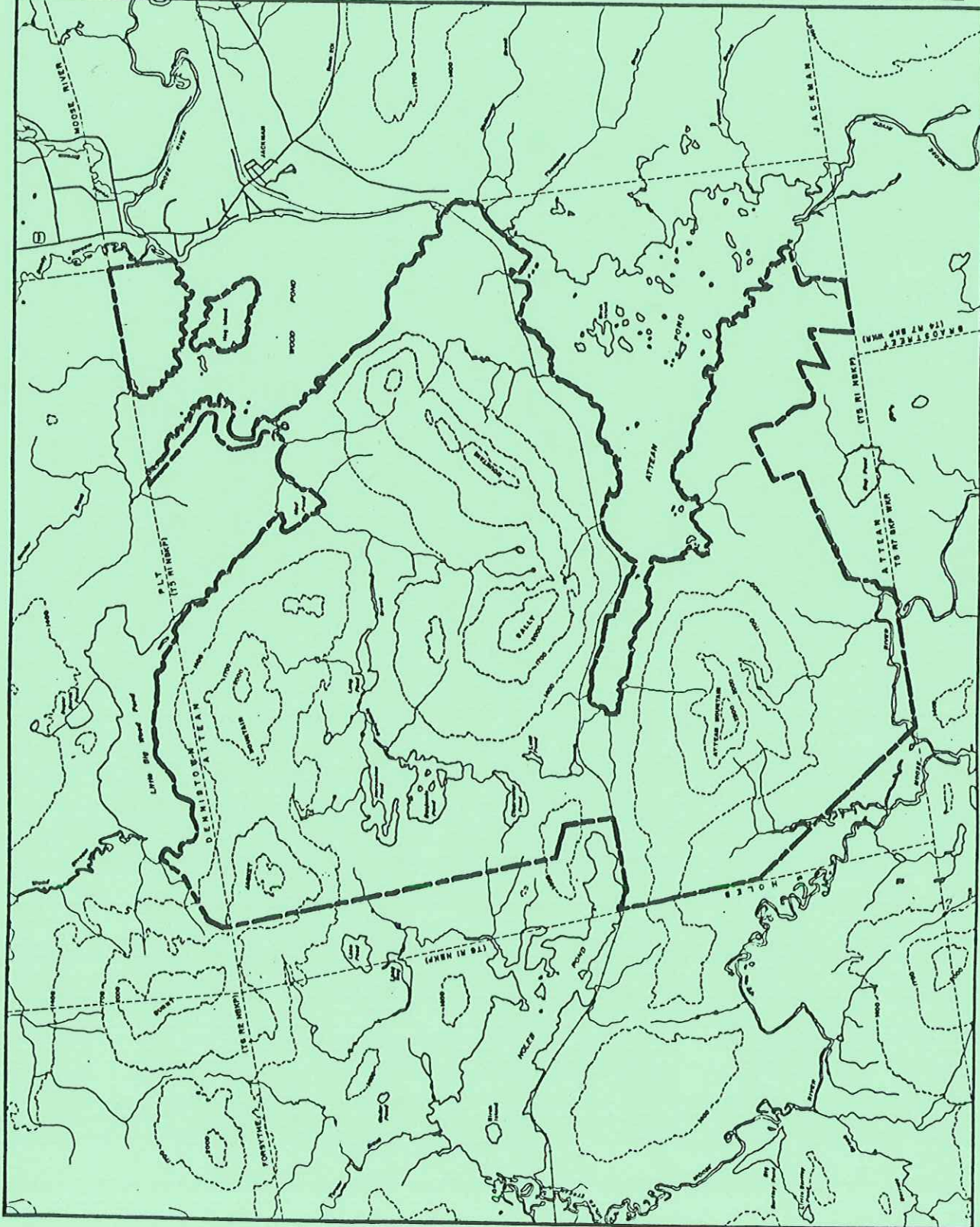
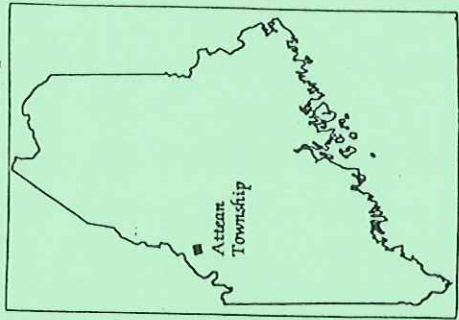
Map No.
 1



Lowell & Co.
 Ownership

--- boundary of
 ownership

Site Location Map



OVERVIEW OF THE LOWELL AND COMPANY CONCEPT PLAN

| | |
|-----------------------|--|
| Duration: | 30 years from July 1, 1993 following approval of the Plan by the Commission. |
| Area: | 17,060 acres in Attean Township and Dennistown Plantation which is the entire Lowell and Company ownership, including portions of the shoreline of 3 large ponds (Attean, Wood and Little Big Wood) and shoreland on eight smaller ponds. Altogether there are 184,330 feet of shoreland (34.9 miles) on the ponds in the Plan Area. |
| Jurisdiction: | The entire area subject to this Concept Plan is subject to the regulatory jurisdiction of the Maine Land Use Regulation Commission under 12 MRSA Section 681 <u>et seq.</u> |
| Development: | <ol style="list-style-type: none">1. <u>Shorefront Cabins:</u> 65 seasonal cabin lots occupying 12,450 feet of shore (or 7.0% of Lowell and Company's pond shorefrontage). This is an average of 192 feet of developed lakeshore frontage per unit, or 2,802 feet/ unit based on all the lake shorefront in the Plan Area. All these cabin sites will have boat or foot access only; most cabins will be clustered together on small lots with common docks and common shorefrontage.2. <u>Back-country Buildings:</u> 15 seasonal, remote buildings on 1 acre lots with no motorized wheeled vehicle access and no utilities permitted. These lots are to be limited to certain back-country areas.3. <u>Campgrounds:</u><ol style="list-style-type: none">a. One noncommercial campground of no more than 5 acres in size with 500 feet of frontage on Little Big Wood Pond for use by educational groups and the public and being comprised of tent platforms, a storage building and privies.b. One private campground of no more than 2 acres, to be designed to accommodate groups of approximately 12 persons within the Mud Pond, Wood Stream, Wood Cove area, owned and operated for the exclusive use of the holder of the conservation easements in the Plan Area (the Chewonki Foundation) for its environmental education purposes and for monitoring the conservation easements.4. <u>Existing Development:</u> There are 7 existing cabins on the ownership, 5 of which are to be offered for sale to the present lessees (one of these will be moved back 100 feet); one cabin will be demolished, and another will be converted into a back-country cabin; further, there are two newly restored log cabin/shelters for public recreational use, at Holeb Falls which will be retained. |
| Conservation Measures | <ol style="list-style-type: none">1. a. <u>Transfer of Shorefrontage to the State:</u><p>On or about July 1, 1993, following approval of this Plan by the Commission, Lowell and Company will transfer, in fee, to the State of Maine acting through the Bureau of Public Lands, title to:</p><ol style="list-style-type: none">(i) Lowell and Company's entire 11.9 miles of shorefront (excluding two 3 acre cabin sites) on Attean Pond which is subject to an earlier conservation easement. The width of this shoreland is 300 feet or more as defined by the existing conservation easement on Attean Pond. Lowell and Company will reserve the right to cross the land on the |

north side of Attean Pond for timber harvesting and management; and

- (ii) The shoreland and bed of the Moose River east of Holeb Falls (excluding two log cabin sites on the north side) totalling about 8,200 feet on the south side of the river and 7,000 feet on the north side. The width of this shoreland area to be conveyed is 250 feet on each side.

- b. Transfer of Right-of-way to State. In addition, on or about July 1, 1993, following approval of this Plan by the Commission, Lowell and Company will convey a permanent right-of-way, across the Attean/Holeb portage trail, to the Bureau of Public Lands but will retain a right to cross and recross this trail. The current easement held by the Forest Society of Maine and the Recreation Protection Subdistrict (P-RR) restrictions will continue to apply to this trail.

2. In Perpetuity Remote Pond Protection:

- a. On or about July 1, 1993, following approval of this Plan by the Commission, the Benjamin Valley Ecological Preserve, about 330 acres, more or less, between 4 remote ponds, will be permanently protected by conveyance of a conservation easement which prohibits development and timber harvesting. The intent is to create a scientific preserve. The Recreation Protection Subdistrict (P-RR) restrictions will continue to apply to this area.
- b. On or about July 1, 1993, following approval of this Plan by the Commission, Lowell and Company will, by conveyance of a conservation easement, place about 3,400 acres, more or less, of additional land in the Benjamin Valley under permanent restrictions. The restrictions and the area so designated shall coincide with the Recreation Protection Subdistrict (P-RR) shown on the Commission's land use guidance map for this area.

3. In Perpetuity Shoreland Protection: Permanent protection by conveyance of a conservation easement to The Chewonki Foundation is proposed for other areas in the Plan Area. This easement will prohibit any development of 31,570 feet of shoreline on Mud, Little Big Wood and Wood Pond. This frontage comprises 46% of the shorefront on these ponds owned by Lowell and Company. Portions of this easement will be phased in according to a schedule tied to lot sales or leases on these Ponds as described in Part III.C.2.a of the Plan. This easement extends back from the normal high water mark 500 feet except within each development site it extends 100 feet back from the normal high water mark. Title to the portion of each development site located within 100 feet of the normal high water mark will be held (in common) by the lot owner(s) within that development site. The development sites and corresponding portions of this easement are identified on Map II-A of this Plan.

4. No Further Development for the life of the Plan:

In addition to the protection measures proposed above, no development on the remaining areas within Lowell and Company's ownership (except as specifically provided for within this Plan) is permitted for the duration of the Plan. This includes some 3,500 feet along the

Moose River shoreline between Attean and Wood Ponds and 16,660 feet of shoreline to a depth of 500 feet on Mud, Little Big Wood or Wood Pond and represents 25% of the shore of these three ponds that Lowell and Company owns in the Plan Area. Should the owners of the north shore of Little Big Wood agree to provide substantially equivalent protection of their shoreline from development as is achieved on Lowell and Company's ownership on Little Big Wood, Lowell and Company will place these 30 year conservation areas on this Pond in permanent protection through a conservation easement, reserving a right to create a boat launch and parking area, set back from the shore within this area. Lowell and Company also reserves the right to create a boat launch site and parking area, set back from the shore, within area #19 — the 9,480 foot, 30 year conservation area on the northeast shore of Wood Pond.

5. Deed restrictions on Hog Island Property: More than 1 mile of shorefront (5,910 feet) and 87 acres, more or less, on Hog Island is to remain undeveloped and is to be held by the owner or owners of the Island lots. Specific deed restrictions will be placed on this shoreland prohibiting its development or further division prior to its sale, lease or other conveyance.

6. Other Conservation Measures:

Under this Plan, Lowell and Company agrees to:

- a. Continue to permit public access for hunting, trapping, fishing, limited snowmobiling, hiking and other primitive outdoor recreation activities. Other motorized vehicular access is prohibited except that Lowell and Company reserves for its self (and other future owners) motor vehicle access that is directly related to its forest management activities within the Plan Area and for transporting building materials for approved construction. No roads for development purposes may be constructed.
- b. Continue to work cooperatively with the Bureau of Public Lands in planning for hiking trails on the property.
- c. Place deed restrictions on all development so that cabin size, setback and materials are controlled and other measures are taken to minimize environmental impact.

7. Sustainable Yield Timber Management: Lowell and Company will conduct its timber management and harvesting activities in the Plan Area on a sustained yield basis.

LURC
Commitments:

The intent of these commitments is to provide reasonable assurance to Lowell and Company, its successors and assigns, as to how the Commission views future development or timber harvesting activities within the areas covered by this Plan.

1. LURC accepts the number and type of development units proposed as being approved-in-concept as specified herein.
2. Development proposed herein within the context of a (P-RP) Resource Plan Protection Subdistrict under this concept plan for the subject areas will not require zoning to a Development Subdistrict. However, before

proposed development may proceed, the landowner or lessee (as applicable) will need to submit information normally required for permit approval, as appropriate, and obtain such approval.

3. Relevant current standards of the Commission governing forest management activities are incorporated into the Concept Plan and will govern forest management activities in the area subject to the Plan for the life of the Plan.

TABLE 1: SUMMARY OF PROPOSAL FOR LAKE SHOREFRONTAGE

| | | Feet | Miles | % of Total |
|------|---|----------------|--------------|---------------|
| I. | Total Lowell and Company Lake Shorefrontage (including all the Benjamin Valley Ponds) | 184,330 | 34.91 | 100.0 |
| II. | Development: total lake shorefrontage | 15,250* | 2.89 | 8.3 |
| III. | Protection | | | |
| | a) Protection by easement in perpetuity | 84,560 | 16.02 | 45.9 |
| | b) Protection by transfer to State (Attean) | 62,250 | 11.90 | 33.8 |
| | c) Protected for life of Plan** | 16,660 | 3.16 | 9.0 |
| | d) Protected by Deed Restriction (Hog Island) | 5,910 | 1.12 | 3.2 |
| | TOTAL PROTECTED SHORE | 169,380 | 32.08 | 91.9 |

NOTES:

* This includes 1520 +/- feet of shore with 5 existing cabins (counting the 3 Phillips cabins as one development site). This figure also includes 500 feet on Little Big Wood for a campground and 200 +/- feet for Chewonki's base camp in the Wood/Mud Pond/Wood Stream area. The average developed shore frontage for all units (65 new and 5 existing) is 218 +/- feet. The average shorefront/unit when all lake shorefrontage is included is 2,633 feet/unit.

** These figures assume that the owner of the north shore of Little Big Wood will not place conservation easements on its land and therefore, that 4,000 feet of Lowell and Company's shorefront on that pond remains protected for 30 years rather than in perpetuity.

Summary Analysis of Shorefrontage: Since there are considerable conservation measures already in place on this ownership, in evaluating this proposal with regard to the appropriate balance, it is helpful to first focus on that shoreland that could theoretically be developed over time (i.e. those shorelands not currently restricted by zoning or easement). Approximately 65,850 ft. of shoreland could potentially be developed on Wood, Little Big Wood and Mud Ponds. Of this shoreland, 12,050 ft. is proposed for development (18.3%) while 34,000 ft. is proposed for conservation (51.6%) — thus the ratio of proposed development to proposed conservation on the potentially developable shoreland is 1:2.8. It should also be recognized that of the proposed 34,000 ft. of conservation area on potentially developable shoreland 31,500 ft. (93%) is on Wood and Little Big Wood Ponds — both of which are identified as Resource Class 1A lakes in the Commission's Wildlands Lake Assessment. (Resource Class 1A lakes were the highest rated lakes in the Commission's jurisdiction. One hundred and ten (7%) of the lakes in the Commission's jurisdiction were so rated.)

TABLE 2: SUMMARY OF PROPOSAL, BY POND*

| | Feet (actual) | % of Total** |
|--|------------------|--------------|
| MUD POND | | |
| I. Total Lowell & Company shorefrontage | 5,810 | 100.0 |
| II. Total proposed developed shorefrontage | 500 | 8.6 |
| III. Total protected shore | 5,310 | 91.4 |
| a) Permanently protected shore | 2,130 | 36.7 |
| b) Shoreland protected for life of Plan | 3,180 | 54.7 |
| WOOD POND AND HOG ISLAND | | |
| I. Total Lowell & Company shorefrontage | 46,870 | 100.0 |
| II. Total developed shore | 10,750 | 22.9 |
| a) Total existing developed shore | 1,220 | 2.6 |
| b) Total proposed developed shore | 9,530 | 20.3 |
| III. Total protected shore | 36,120 | 77.1 |
| a) Permanently protected shore | 20,730 | 44.2 |
| b) Protected for life of Plan | 9,480 | 20.2 |
| c) Protected by deed restriction | 5,910 | 12.6 |
| LITTLE BIG WOOD POND | | |
| I. Total Lowell & Company shorefrontage | 15,360 | 100.0 |
| II. Total developed shore | 2,450 | 16.0 |
| a) Total existing developed shore | 300 | 2.0 |
| b) Total proposed developed shore | 2,150 | 14.0 |
| III. Total protected shore | 12,910 | 84.1 |
| a) Permanently protected shore | 8,910 | 58.0 |
| b) Protected for life of Plan*** | 4,000 | 26.0 |
| ATTEAN POND | | |
| I. Total Lowell & Company shorefrontage | 63,500 | 100.0 |
| II. Total developed shore | 1,350 | 2.1 |
| III. Total proposed for transfer to State | 62,150 | 97.9 |
| BENJAMIN VALLEY PONDS | | |
| I. Total Lowell & Company shorefrontage | 52,790 | 100.0 |
| II. Total protected shore | 52,790 | 100.0 |

NOTES:

* The figures for developed and protected areas do not include 200+/- feet of frontage that will be developed for the Chewonki base camp, which is not yet sited.

** This refers to the percentage of total shorefront owned by Lowell & Company for each pond.

*** Contingent on agreements with the owner of the north shore, this frontage could be protected permanently.

A Concept Plan for
Lowell & Co.
 Timber Associates
 Prepared by Maine Tomorrow
 Hallowell, Maine



Map No.
2



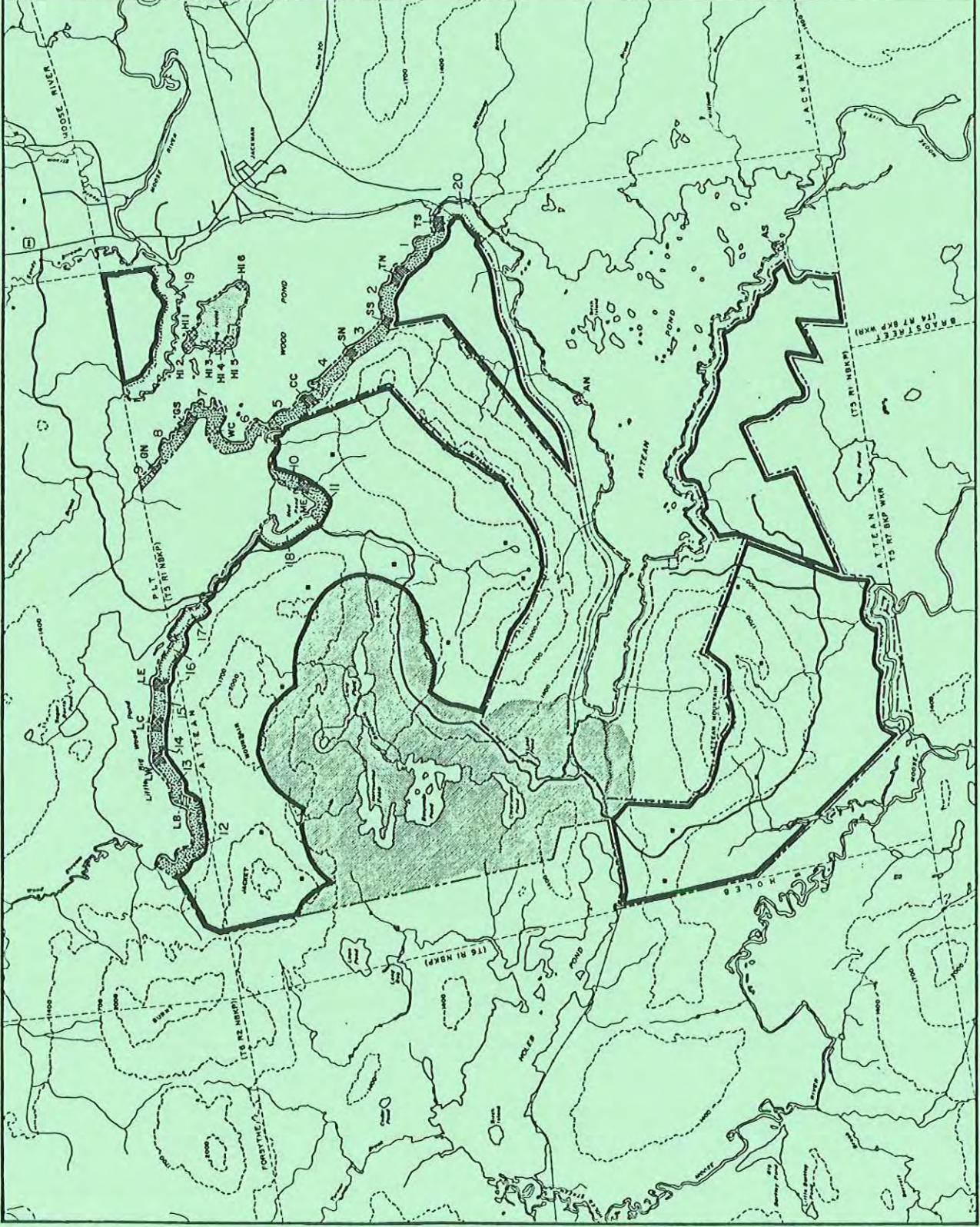
Concept Plan
 July, 1993

Development

- Existing**
- Cabins on leased lots (to be sold)
 - High falls cabins (to be retained by owner)
 - Head road
- Proposed**
- Development site for single cabins (for sale or lease)
 - Development site for clusters of cabins (for sale or lease)
 - Back-country cabins (outside site) (for sale or lease)
 - Campground (non-commercial) (retained by owner)

Conservation

- Existing**
- Atlantic Seeps Easement
 - Atlantic and Moose River Shorland Easement
 - Atlantic and Moose River Shorland Fee (donated to State)
 - Benjamin Valley Conservation Area (includes Atlantic/Hills Passage Trail) (conservation easement)
 - Benjamin Valley Ecological Preserve (conservation easement)
 - Shorland (Presumably Protected) (conservation easement)
 - Land in Conservation (30-year easement)
 - Permanent or 30-year Easement
 - No Development (deed restriction)
 - Back-country Area (not subject to easement)
- Proposed**
- Atlantic Seeps Easement
 - Atlantic and Moose River Shorland Easement
 - Atlantic and Moose River Shorland Fee (donated to State)
 - Benjamin Valley Conservation Area (includes Atlantic/Hills Passage Trail) (conservation easement)
 - Benjamin Valley Ecological Preserve (conservation easement)
 - Shorland (Presumably Protected) (conservation easement)
 - Land in Conservation (30-year easement)
 - Permanent or 30-year Easement
 - No Development (deed restriction)
 - Back-country Area (not subject to easement)



BENEFIT TO LANDOWNER

Through this Concept Plan, Lowell and Company, as landowner, will receive approval-in-concept for 65 shorefront units and 15 back-country units, assuming technical site requirements can be met. While preliminary soils data submitted by Lowell and Company indicate that proposed locations for development units are generally suitable for development, if such locations are determined by the Commission to be unsuitable, or otherwise would not meet the Commission's minimum dimensional requirements in effect at the time of permit application, the proposed units may be relocated to other mutually agreeable areas in the Plan that are suitable for development, subject to applicable dimensional and other standards, provided the total amount of shoreland conservation area is not reduced and the purposes and intent of the Plan are maintained. As such, the benefit to Lowell and Company is as noted below:

1. PREDICTABILITY OF DEVELOPMENT POTENTIAL: Approval-in-concept minimizes the uncertainty normally associated with rezoning and development proposals, making the financial investment in development applications much less risky. Therefore, through this Plan, Lowell and Company or a subsequent landowner or lessee may pursue development of 65 shorefront lots and 15 back-country lots on the subject property over the next 30 years without having to go through the entire regulatory process (i.e. rezoning for subdivision) and with near certainty that these units will be approved so long as site conditions allow.
2. LAND VALUE: Land with recognized development potential can be more valuable than land whose development potential is unknown. Approval of this Plan may increase the value of land targeted for additional development.
3. INCREASED DEVELOPMENT POTENTIAL AND ASSOCIATED FINANCIAL GAIN: Through this plan, Lowell and Company may gain development potential which may not otherwise be available to the Partnership: A development baseline analysis carried out by the LURC staff suggests that a maximum of approximately 32 dwelling units might be approved by the Commission on these lakes over the next 30 years in the absence of this Plan. Lowell and Company believes that the cabins proposed will have very low impact but will also realize less in sales compared to conventional units.

There is also financial value in realizing this value today, rather than at some point in the future.

4. PREDICTABILITY OF FOREST MANAGEMENT STANDARDS: The landowner proposes that LURC commit to maintaining existing forest management standards in the area covered by the Plan for the full life of the Plan. The landowner perceives this as a gain due to the uncertainty of changes to those regulations over the life of this Plan.
5. TRANSFER OF TAXABLE SHOREFRONTAGE ON ATTEAN: The landowner currently pays property taxes to the State on all shorefrontage on Attean Pond and the Moose River yet gains little benefit therefrom because of severe development and harvesting restrictions; by transferring this land to the State the landowner is freed of this tax and management responsibility.

BENEFIT TO THE PUBLIC

Through this Concept Plan, Lowell and Company proposes several types of natural resources conservation measures. In each case the conservation measure must be viewed in the context of its value to the public recognizing that, absent this Concept Plan, there is reasonable potential for limited development but little potential for permanent shoreline protection. The public gains the following under this proposal:

1. DIRECTING DEVELOPMENT: Directing development to the most suitable areas and away from areas less appropriate for development, has immeasurable benefits to the public. It assures that, for

the life of this Plan, development will occur only in a fashion that will strike a reasonable and publicly beneficial balance between appropriate development and long-term conservation of lake, scenic and other natural resources – many of which will be conserved in perpetuity.

2. PREDICTABILITY OF AMOUNT OF DEVELOPMENT: This Plan provides predictability and thus removes the uncertainty as to how much development can be expected on the lake shorelands and other areas covered by this Plan. This is of particular benefit to the public which uses these lakes and especially those who currently own or lease land on these lakes. There is certainty, which does not exist in the absence of this Plan, of there being no other development beyond what is proposed herein for the next 30 years.
3. PREDICTABILITY OF LOW IMPACT DEVELOPMENT: The public benefits from the type of development proposed. The Plan provides assurance that all future development will be low impact and environmentally responsible.
4. PERMANENT SHORELAND PROTECTION: The public gains permanent protection for 31,750 feet x 500 feet of shoreline on 3 ponds. Second, contingent upon agreements with the owner of the north shore of Little Big Wood, an additional 4,000 feet x 500 feet may be permanently protected on that pond. Third, the land within 100 feet of the shore and within the development sites will be permanently protected by conservation easement. Ultimately, the entire immediate shoreland of the Lowell ownership on Wood, Mud, and Little Big Wood Ponds will be protected; up to 81% permanently (see #9 below).

In addition, seven other small ponds with 52,790 feet of shorefront in the Benjamin Valley will be protected in their entirety. Although their shorelands are protected by a P-RR Recreation Protection Subdistrict where no further development on these ponds is currently allowed under the Commission's Standards, because zoning is a regulatory mechanism subject to governmental influence, it cannot be regarded as a protection measure in perpetuity. Accordingly, there is incremental value and public benefit in assurance of permanent protection for these ponds.

5. PUBLIC OWNERSHIP OF ATTEAN SHORE: The State of Maine currently owns the entire east shore of Attean Pond; by transferring title of its Attean Pond ownership to the State, Lowell and Company will place ownership and management for almost all of the remaining Attean shorefront and most of the Moose River shorefront within Lowell and Company's ownership, in the State's hands. In so doing, the public will benefit in many ways:
 - the State will be able to manage the Attean property as a unified entity;
 - campgrounds on Attean used for traditional Moose River (Bow trip) canoe trips will come under State ownership;
 - the State will gain ownership of almost the entire Attean shore; Attean is rated as one of the most scenic lakes in Maine and one of a few lakes receiving the Commission's highest resource rating in the unorganized towns; and
 - the shore of Attean Pond contains some of the most outstanding natural sand beaches in Maine, including a sand beach on the west side of Attean which is of archaeological significance.
6. BENJAMIN VALLEY PRESERVE: Lowell and Company proposes to permanently protect this 330 +/- acre area of red pine that borders 4 remote ponds. Conservation easements will prohibit development, timber harvesting and forest management and conserve the area for wildlife habitat, scientific research and public access on foot trails only.
7. BENJAMIN VALLEY CONSERVATION AREA: Lowell and Company proposes to permanently protect the 3,300 +/- acre area, within the Benjamin Valley, that is currently designated a P-RR zone, by placing conservation easements on the area.

8. PUBLIC ACCESS: Under this Plan Lowell and Company will guarantee public access rights for limited snowmobiling, fishing, hunting and hiking and other primitive outdoor activities. The Company will also grant a right-of-way to the State for the Attean/Holeb portage trail. The Company has already:
 - worked with the Bureau of Public Lands to coordinate trail systems between the ownership and the publicly owned Holeb lands;
 - reconstructed two old log cabins at Holeb Falls and made them available for public shelter; and
 - assisted the Bureau of Public Lands in constructing a cedar-plank walkway along the wet portions of the Attean/Holeb portage trail.
9. CONSERVATION OF OTHER SHORELAND: For the duration of this 30 year Plan, Lowell and Company is committed to conserving 16,660 feet of shoreline on Mud, Wood and Little Big Wood Ponds. This long term commitment benefits all those who boat, fish and enjoy the ponds of Attean and Dennistown. In addition, 5,150 feet of shoreland on Hog Island will have deed restrictions placed on it that prohibit development and conserve the natural shoreline for the public's aesthetic appreciation.
10. ENFORCEMENT OF PERMANENT CONSERVATION MEASURES: Lowell and Company proposes to ensure the full enforcement of the conservation easement on the Wood, Mud, and Little Big Wood Ponds, the Benjamin Valley Ecological Preserve, and the Benjamin Valley Conservation Area by granting the easements to a viable, stable organization experienced in land management. The Chewonki Foundation of Wiscasset, Maine, will accept these easements and, by its presence at the campground on the property will help ensure monitoring and enforcement of the easements. The current holder of the existing Attean, Moose River and mountain slope easements, the Forest Society of Maine, will continue to hold them. These organizations will see to it that these areas are protected in fact as well as in word.
11. COMMITMENT TO A POLICY OF SUSTAINED YIELD FOREST MANAGEMENT: As part of its commitment to establish a model of responsible conservation and limited development, Lowell and Company proposes to establish provisions that guarantee that sustained yield forest management practices are utilized on the entire 17,060 acre property. The public benefit from this action is that of a viable "working forest" that will not be subject to short term timber liquidation and that can provide both jobs and products that will support and benefit the local economy over the long term.

PART I. OVERVIEW OF THE PLAN AREA

This part provides background information about Lowell and Company's 17,060 acre property to which this Concept Plan applies. The purpose is to provide the Commission with a complete picture of the land, lakes, mountains and forests that make up this unique piece of property.

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PART I.A SITE LOCATION AND DESCRIPTION

The Lowell and Company Timber Associates property is located near the Towns of Jackman and Moose River in the northern part of the western mountains region of Maine. The property contains approximately 17,060 acres with a majority of the area located in Attean Township. About 428 acres lies within Dennistown Plantation (see Map No. I-A).

Primary access to the Jackman area and Attean Township is via U.S. Route 201 from Interstate 95. Route 201 is the major access to this part of Maine, connecting central Maine to Quebec City in Canada.

There are approximately 30 miles of boundary associated with the property, of which nearly half is created by the shorelines of Wood Pond, Little Big Wood Pond, and Attean Pond. The property is essentially isolated with one point of access. This access to the property is via a deeded right-of-way, across adjacent property owned by Great Northern Paper, Inc., which connects the property to Route 201 in Moose River. This road of approximately four miles can be used for any purpose. It ends at a gate, the entrance to the property, located on a bridge over Wood Stream. Within the property, access on the haul road is restricted, by permit, to forest and wildlife management purposes only.

A second access, a timber haul road of approximately 15 miles in length over S.D. Warren Company (Scott Paper) ownership south of the Attean property, is now closed. This access from Route 201 at Parlin Pond, 15 miles south of Jackman, relied on a temporary bridge over the Moose River at Spencer Rips and was used only to access approximately 820 acres south of Attean Pond. Access over this road is by permit and not by deeded right-of-way. However, the bridge on the Moose River has been partially taken out (although the bridge abutments remain).

The Attean area is the northern terminus of the Kennebec River watershed. The Moose River drains this entire area, flowing east to Moosehead Lake where the Kennebec starts. The property includes three mountains: Burnt Jacket, Sally, and Attean which dominate the landscape and have an extensive network of drainage. A majority of the upland areas on these mountains drain into the adjacent ponds, but a substantial area in the interior of the ownership drains to the Benjamin Valley where there is a cluster of small ponds. Four of these, Clearwater, Benjamin, Horseshoe and Long Ponds, combine to create an attractive and environmentally sensitive landscape.

PART I.B ADJACENT LANDOWNERS

The Attean property is surrounded by land in three major ownerships. Others own land on islands. To the north is land owned by Great Northern Paper, Inc. which is being used for the production of timber. The largely undeveloped shoreline on both the Lowell and Company property and on Great Northern Paper, Inc. land around Little Big Wood Pond makes this area very scenic and attractive.

Along the western boundary of the Attean property is land owned by the State of Maine and managed by the Bureau of Public Lands. This land, much of which lies in Holeb Township, includes some of the most scenic and remote areas of the Attean region, and is highly valued as wildlands and for recreation-related uses. Holeb Pond abuts the Lowell and Company property and is the western terminus of a portage trail connecting Holeb Pond to Attean Pond to the east.

The land south of the Lowell and Company property is owned primarily by the S.D. Warren Company. However, a significant area of land within No. 5 Bog and a smaller area farther east between Attean Pond

and No. 5 Bog are owned by the Forest Society of Maine. The S.D. Warren Company land adjacent to the Lowell and Company property is dominated by the Moose River watershed of which No. 5 Bog is a part.

Land to the east of the Lowell and Company property includes additional State-owned land from the outlet of the Moose River at the southern end of Attean Pond, to Thompson Brook to the north. From Thompson Brook north is land in Attean Township owned by the Cook and Robohm families and several other ownerships which lie in the Town of Jackman.

The group of larger islands in Attean, including Birch Island, is the "Coburn Islands Group" owned by members of the Coburn family, and is a scenic enclave. Birch Island, the largest of the islands in the group, is currently used as a seasonal resort open to the public for recreation and relaxation purposes. The remaining islands in Attean Pond are owned by the Forest Society of Maine; the Society also holds title to small islands in Wood Pond and Benjamin Pond.

PART I.C HISTORY OF THE AREA

Human History

The human history of the Moose River Valley is intimately tied to the land. Logging, tourism, and recreational hunting and fishing have been significant sources of employment for local residents for almost a century. The arrival of the Canadian Pacific Railroad in 1888 greatly assisted the growth of the lumber industry and sporting camps at many of the ponds and lakes in the valley, including Attean and Holeb. In the early 20th century, the lumber industry in the Jackman area boomed. Among the many mills, the Jackman Lumber Company Mill (located in the Town of Moose River, north of Jackman) employed at its height over 600 men. The population of Jackman has remained constant, at approximately 1,000, since the beginning of the 20th century. The nearby Town of Moose River currently has a population of approximately 250.

Due to extensive logging in the area, little or no virgin forest remains. Log drives occurred for many years in the spring, taking advantage of the Moose River, the Dead River, and the Kennebec River to transport logs from the woods to the mills. The long log drives ended in 1927, and only pulpwood drives continued on some waterways until 1976. By 1929, branches of the railroad had been built to haul logs out of the woods to the mill and from the mill to the main railroad tracks for transportation to markets.

The importance of the lumber industry is evident in land ownership. Between 1954 and 1969, S.D. Warren Company became the largest landholder in the area by acquiring 500,000 acres from two other companies. Another large landholder in the Jackman area today is Great Northern Paper, Inc.

The Coburn Lands Trust, a business trust comprised of the heirs of Abner and Philander Coburn (who acquired Attean Township between 1853 and 1873) sold approximately 17,000 acres of Attean Township in mid-1987 to a group of private investors known as Lowell and Company Timber Associates. To ensure long-term protection of the area's significant scenic and natural values, the Coburn heirs deeded the land to the Forest Society of Maine who placed stringent conservation restrictions on use of the land. The Forest Society then deeded most, but not all, of the land back to the Trust.

The Coburn Lands Trust retained Birch, Gull, Rock, and Turkey Islands and the eight other islands located among and immediately south of these islands in Attean Pond.

In 1984, the Coburn Lands Trust donated 808 acres of No. 5 Bog and 165 acres of the adjacent Jack Pine Stand to the Forest Society of Maine. The Forest Society of Maine was established as a spin-off of the Society for the Protection of New Hampshire Forests, to monitor the Township and ensure adherence to the Attean Township Conservation Restrictions. The Forest Society's ownership excludes the two largest ponds in the bog, both of which are larger than 10 acres and are thus owned by the State of Maine.

The Coburn Lands Trust also gave to the Forest Society of Maine all of the islands in Attean Pond not retained by the Coburn heirs, the island west of the north end of Hog Island in Wood Pond, the four largest islands in Benjamin Pond, and the island in Moose River between Holeb Falls and No. 5 Bog.

The Attean Township Conservation Restrictions state that all of the lands retained by the Forest Society of Maine: "...are to be maintained forever in their natural, open, unspoiled state for the preservation of their indigenous fauna and flora and the assurance of their scenic and recreational enjoyment by the public..."

Forest History

Much of the forest in Attean Township has its origins in regeneration following the great fire of 1908. Over much of this land a "fire type" subclimax forest is evident. The open conditions created by the fire were conducive to the regeneration of Aspen and Paper Birch on both their natural niches (the drier and poorer sites), and on some of the good mid-slope sites.

In other areas, primarily those with poor drainage, the open conditions favored the establishment of the Red Pine/Jack Pine subclimax. These areas exhibit the anticipated invasion of Spruce-Fir and White Pine which will be the forest of the future on these sites.

Still other areas in Attean were either not burned or were lightly burned and in these areas the climax stand compositions described above are found. Spruce-Fir dominates the poorer sites, Northern hardwoods the better sites, and mixed wood is found in between. The Attean Mountain area is the best example of this association.

Another natural disturbance on Attean has been the periodic infestation of the Spruce Budworm.

During the heaviest Spruce Budworm outbreak in the early 80's, parts of Attean around Benjamin Valley were sprayed under the State's Budworm Spray Program. This apparently delayed the mortality within the Fir and, in a few cases, probably prevented mortality in the Spruce.

The effects of man, primarily in the form of timber harvesting, are of course an overlay to a forest born and shaped by nature.

Past harvesting on this parcel is typical of what could be expected in a township with limited access and poor markets for low grade logs and pulp. Basically, the areas which were accessible were cut, and the forest products removed were the ones most readily saleable (highgrading). Some of these cuts were beneficial to the forest, but most of the time they were not. The primary problems caused are the existence of many understocked stands composed of trees which were either unwanted or too small. The benefits are primarily regeneration which in some cases dates back 25 years.

PART I.D ADJACENT DEVELOPMENT

The Lowell and Company ownership comprises much of Attean Township and a small portion of Dennistown Plantation. To the east of the ownership are the organized towns of Jackman and Moose River. Together these four jurisdictions are central to the Jackman/ Moose River Region. The Town of Jackman is the economic center of the region.

Jackman, a town of about 1,000 people, is located on Route 15 and Route 201, the main transportation link between central Maine and Quebec, Canada. Also located on the banks of the Moose River and the Canadian Pacific railroad, Jackman has retained its importance, through the years, as a center for the forest industry and as a tourist and recreation destination.

A Concept Plan for
Lowell & Co.
 Timber Associates
 Prepared by Maine Tomorrow
 Hallowell, Maine



Map No.
 I - B



Scale: 1 inch = 1000 feet

**Adjacent Land
 Ownership**



Lowell & Co.



S.D. Warren
 Paper Co.



State of Maine



Great Northern
 Paper Co.



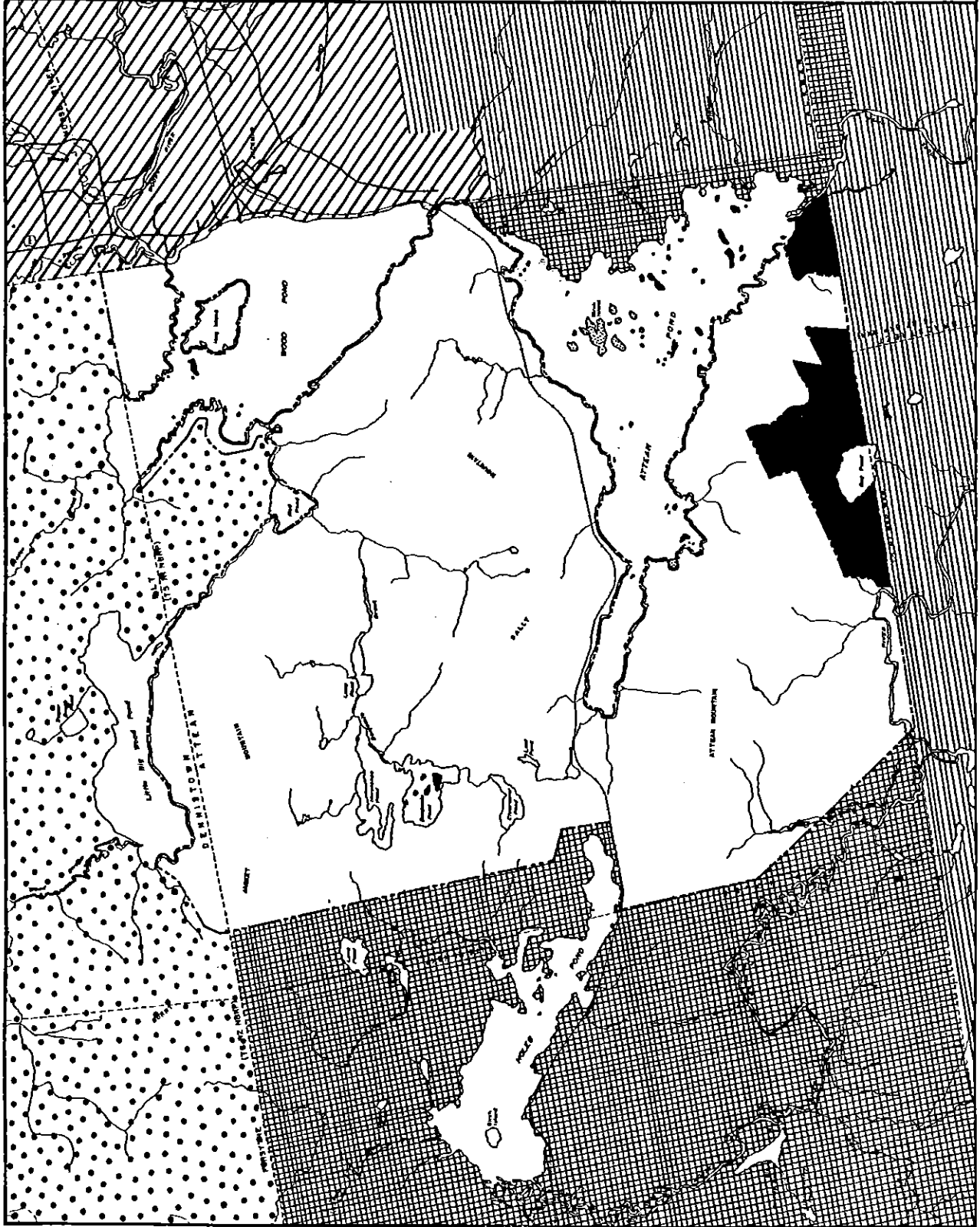
Coburn Island's
 Group



Forest Society
 of Maine



Towns of
 Jackman and
 Moose River



Served by the Jackman Sewer District and Jackman Water District, the town is concentrated along Route 201, the shores of Wood Pond and the shore line of the Moose River itself. Year round and seasonal dwellings crowd in on this area; indeed most development occurs within a four mile strip of residences, stores and motels along Route 201. Jackman and Moose River together constitute the core of the region and provide a base for jobs, service industries, education and recreation.

The following paragraphs highlight the region's cultural and economic characteristics.

Population

Tables I-1, I-2 and I-3 describe the characteristics of the three-town region. Attean Township has no year round population.

The figures show a total three-town population of 1,218 persons in 1990, down from 1,285 persons in 1980. Table I-3 indicates the education attainment levels of residents; compared to State averages, residents have a lower than average attainment level in practically all categories; the State average for individuals with less than 8 years' education, for example, is 16.6%; it ranges from 25% to 45% in the Moose River region.

TABLE I-1
POPULATION
ATTEAN (UNAVAILABLE), DENNISTOWN, JACKMAN, MOOSE RIVER

| | 1990 | 1980 | % Female 1980 | Median Age 1980 | House- holds 1980 | Household Size 1980 |
|-------------|------|-------|------------------|-----------------------|-------------------------|---------------------------|
| Dennistown | 32 | 30 | 46.7 | 32.5 | 10 | 3.00 |
| Jackman | 953 | 1,003 | 48.2 | 31.5 | 37 | 2.56 |
| Moose River | 233 | 252 | 49.2 | 31.7 | 87 | 2.90 |

TABLE I-2
1989 AGE DISTRIBUTION
(Percentages)

| | 0-4 | 5-17 | 18-44 | 45-64 | 65+ |
|-------------|-----|------|-------|-------|------|
| Dennistown | 3.1 | 12.5 | 40.6 | 37.5 | 6.3 |
| Jackman | 6.2 | 19.9 | 38.9 | 19.5 | 15.5 |
| Moose River | 4.9 | 18.2 | 39.4 | 22.7 | 14.8 |

TABLE I-3

1980 EDUCATIONAL ATTAINMENT
(Percentages of individuals over 25 years old)

| | 8 or less years | 9-11 years | Comp. H.S. | 1-3 years College | 4+ years College |
|-------------|-----------------------|---------------|---------------|-------------------------|------------------------|
| Dennistown | 45.5 | 12.1 | 18.2 | 12.1 | 12.1 |
| Jackman | 39.8 | 11.0 | 30.0 | 12.3 | 7.0 |
| Moose River | 25.3 | 13.0 | 42.2 | 13.0 | 6.5 |

Table I-4 shows the Department of Human Services projections for three of the four towns based on trends. Clearly, they predict very little change in the Jackman/Moose River area; in fact, they see a 9.8% decline in population over the next 15 years. It should be noted that these estimates do not reflect seasonal population trends.

TABLE I-4

POPULATION PROJECTIONS

| | 1991 | 1993 | 1995 | 1997 | 1999 | 2001 | 2003 | 2005 |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Dennistown | 30 | 30 | 29 | 29 | 30 | 29 | 30 | 27 |
| Jackman | 1,050 | 1,050 | 1,050 | 1,050 | 1,050 | 1,050 | 1,050 | 1,050 |
| Moose River | 250 | 250 | 240 | 240 | 240 | 240 | 230 | 230 |

Housing

According to census data, the number of dwelling units in the four town area in 1980 was 655 units and, in 1990, 705 units. This is total units; the number of seasonal units in 1980 was 73 or 11%. Table I-5 shows the breakdown of units by town while Table I-6 shows the breakdown by housing type. The majority of units in the region are single-family homes or mobile homes. These figures, however, do not indicate the number of second homes and lake shore cabins for rent in the region. For example, there are about 26 small cabins associated with the Birch Island camps on Attean Pond that are commercial in nature and that are not included in these census figures.

TABLE I-5

HOUSING

| | 1990 Housing Units | 1980 Housing Units | 1980 Year Round | 1980 Occupied | 1980 Owner Occupied | 1988 Number of Housing Sales | 1988 Mean Housing Cost | 1988 Number of Subsidized Units |
|-------------|--------------------------|--------------------------|-----------------------|------------------|---------------------------|---------------------------------------|---------------------------------|--|
| Dennistown | 32 | 30 | 16 | 10 | 7 | 0 | -- | 0 |
| Jackman | 526 | 493 | 416 | 373 | 261 | 11 | \$37,773 | 26 |
| Moose River | 134 | 119 | 96 | 87 | 76 | 4 | \$24,175 | 0 |
| Attean | 13 | 13 | 0 | - | - | N/A | N/A | 0 |

TABLE I-6

HOUSING TYPE

| | Single-family | | Duplexes | | Apartments | | Mobile Homes | |
|-------------|---------------|-------|----------|-----|------------|------|--------------|------|
| Dennistown | 10 | 71.4% | 0 | 0 | 4 | 28.6 | 0 | 0 |
| Jackman | 271 | 66.3% | 35 | 8.6 | 45 | 11.0 | 58 | 14.2 |
| Moose River | 86 | 89.6% | 1 | 1.0 | 3 | 3.1 | 6 | 6.3 |

On the Lowell and Company ownership itself there are 7 seasonal cabins: two on Little Big Wood, one group of 3 cabins on Hog Island, three on the shore of Wood Pond, and one on Attean Mountain. On Hog Island, the 3 small cabins are owned by one family. In addition, there are two restored log cabins open to public use at Holeb Falls.

The Jackman/Moose River Economy

Tables 7 and 8 provide information on per capita income (for 1987), employment (for 1989), and taxable retail sales (for 1989). The total labor force for the 4-town region was 554 persons in 1989. These workers are employed in Jackman (59%), Moose River (25%), Greenville (5%), and elsewhere (10.6%).

TABLE I-7

ECONOMY

| | 1987 Per Capita Income | 1989 Labor Force | 1989 Number of Unemployed | 1989 Unemployment Rate |
|-------------|---------------------------|---------------------|---------------------------------|------------------------------|
| Dennistown | \$ 8,670 | 23 | 0 | 0.0% |
| Jackman | \$ 9,657 | 417 | 33 | 7.9% |
| Moose River | \$ 9,807 | 114 | 2 | 1.8% |

TABLE I-8

JACKMAN ECONOMIC SUMMARY DISTRICT

Taxable Retail Sales (consumer)

1985 = \$ 10,529,000

1989 = \$ 14,476,000

1989 by sector:

Restaurant/lodging = \$ 4,466,000 (31%)

Auto transportation = \$ 2,763,000 (19%)

Food stores = \$ 2,726,000 (18%)

Other retail = \$ 2,112,000 (15%)

Building supply = \$ 1,746,000 (12%)

General merchandise = \$ 662,000 (5%)

Retail sales information (Table I-8) shows that there was a 37% increase in sales in the 5 years between 1985 and 1989, and that sales from restaurants and lodging establishments are, by far, the most significant (31% of the total sales). The significance of the motel and lodging business is further borne out by Table I-9 which lists some of the region's many such facilities.

TABLE I-9

JACKMAN/MOOSE RIVER MOTELS, RESTAURANTS
AND LODGINGS – A PARTIAL LISTING

| Name | Facilities |
|--------------------------------|---|
| Cozy Cove Cabins | Cottages, beach frontage on Wood Pond |
| Jackman Hotel | Lounge, rooms, pizza shop |
| Jackman Landing | Campground and housekeeping lodge |
| Red Buck Sporting Camps | Housekeeping cabins on Parlin Pond |
| Tuckaway Shores | Lakeside cabins on Big Wood; restaurant |
| Northland Hotel and Lounge | Rooms and lounge |
| Moose River Lodge and Motel | Rooms, meals, open year-round |
| Sally Mountain Cabins | Lakeside cabins on Big Wood |
| Moose Point Tavern | Restaurant on Big Wood |
| Four Seasons | Restaurant |
| Boss Motel | Rooms |
| Name | Facilities |
| John's Campground | Rooms, housekeeping units and camp |
| The Last Resort | Housekeeping cabins on Long Pond |
| Attean Lake Resort | Rustic log cabins on Attean Pond |
| Sky Lodge | Rooms, restaurant, pool |
| Briarwood Mt. Lodge | Rooms, dining, hot tubs |
| Hog's Breath Motel | Rooms, restaurant |
| Stewart's | Housekeeping camps |
| Moose River Campground | Camping |
| Big Wood Cabin | Cabins |
| Pine Tree Camps | Cabins |
| Mr. T's | Restaurant |
| Speedy's | Restaurant |
| Confort Motel | Motel rooms |

Source: Jackman-Moose River Region Chamber of Commerce Area Directory.

These facilities succeed because of the scenic and recreational features of the region. Four season opportunities for hunting, fishing, boating, camping, canoeing, hiking, snowmobiling and relaxing make the Jackman area a destination resort. Indeed, in 1984, hotel and motel, campground and other tourist related expenditures exceeded \$12 million. A 1986 State Development Office report cites 39 hotel, motel or resort facilities in the Jackman region with a total of 406 rooms.

The only major manufacturing facility in the region is the Moose River Lumber Company, located in Moose River. Employing about 50 people, Moose River Lumber has annual sales of over \$8 million; the mill specializes in dimensional lumber for the construction industry.

The figures above do not acknowledge the importance of the wood products industry in the greater Jackman/Moose River region, either in terms of jobs or timber value. Moose River Lumber, for example, with 50 jobs probably creates from 25 to 97 additional service and other type jobs, according to University of Maine research on employment multipliers. Further, it is unknown how many individuals in the area make a living as foresters, logging truck drivers, chainsaw operators, machine operators and the like.

The two major landowners in the region are S.D. Warren Company and Great Northern Paper, Inc. These companies, along with other landowners such as Lowell and Company, find markets in Quebec Province for sawlogs and veneer, at various Maine manufacturers for pallet logs, boltwood and cedar, and at the major pulpwood processors in Skowhegan (S.D. Warren), Jay (International Paper), Madison (Madison Paper) and N. Anson (Boise Cascade).

Although it is not necessarily representative of the entire forest region, Lowell and Company's experience indicates that approximately 2,000 MBF of lumber and 5,700 cords of wood (valued at \$160,000/year (gross)) can be cut on a sustained yield basis, per township.

Regional Services and Facilities

Transportation: Route 201 is the main transportation artery that links Canada and Jackman to the Maine State road transportation system to the south. Route 6/15 is the only other highway in the region; it heads east to Rockwood Strip, Greenville and the Moosehead Lake Region. Most of the remaining roads, with the exception of town maintained, local streets in Jackman and Moose River, are private paper company roads for timber hauling.

The Canadian Pacific Railroad runs east-west across state and crosses Route 201 in Jackman. The rail line has little traffic and does not play a significant role in the region's economy.

The Newton airport in Jackman is municipally owned and is used by private operators. It has a 2900 foot runway.

Law Enforcement

The Town of Jackman has one police constable whose services are covered by an annual stipend. Assistance is available, when needed, from the Somerset County Sheriff's Department and the Maine State Police.

Fire Department

Jackman & Moose River have a combined 24 person volunteer fire department. The department has one large Class A pumper truck with a 2,000 gallon tank and 1,250 g.p.m. pump capacity; the next largest truck has a 750 gal. tank and 750 g.p.m. pump. All members of the department undertake training and certification courses to stay current with legislative requirements. The department cooperates with the Forest Service to fight forest fires. Responsibility for forest fire service in Attean Township lies with the Maine Forest Service. Dennistown is responsible for forest fire protection in the Plantation and has a contract with Jackman/Moose River for structural fire service.

Solid Waste Management

According to Julie Rankin, Jackman Town Manager, a future solid waste disposal method is uncertain. Like many towns, Jackman is awaiting the Solid Waste Management Agency's plans for regional facilities. The present landfill site used by the communities contains 60 acres, of which only 8 acres are actively used. The area towns are embarking on a recycling program and they are beginning to remove white goods, metal and old tires from the landfill for resale.

Jackman Regional Health Center

The Health Center provides the following services to residents of the region: 24 hour emergency care, physician's office, laboratory, X-ray, a well-child clinic, family planning, volunteer ambulance, an 18-bed nursing facility, home health nursing, a Women, Infants and Children Program and periodic specialist visits.

Operating on a budget of over \$885,000 per year the Center is guided by a 12 person advisory board. All tolled, over 70 individuals work for the Center on a full-time, part-time or volunteer basis.

Jackman Water District

The Water District serves the built-up sections of Jackman and Moose River. It obtains its water from Wood Pond. The water is chlorinated by the District and pumped to a reservoir from whence it serves the Town's downtown area.

Jackman Sewer District

The Sewer District serves most structures in the Town of Jackman. It is a municipal facility supervised by a Board of Trustees serving 441 "connections", i.e. private residences, commercial establishments, etc. Discharge from the treatment plant is into the Moose River, in Jackman; the plant provides primary treatment and some secondary treatment; it is designed to handle a peak capacity of 82,000 gallons per day; current, average daily flow is about 65,000 gallons per day. Altogether there are approximately 10 miles of sewer line in Jackman; the mains are 8" pipes and the laterals 4" in diameter.

PART I.E THE FOREST RESOURCE

With the purchase of the Attean property, Lowell and Company Timber Associates retained LandVest to prepare a forest management plan with the objective to "maximize the improvement of the timber asset, while maintaining as high an internal rate of return as feasible".

The Forest Management Plan prepared by LandVest (1988) divides the 17,060 acres owned by Lowell and Company into two blocks for management purposes: the Sally Mountain Block (11,524 acres) and the Attean Mountain Block (5,536 acres). The Plan, which covers operations from 1987 to 1996, is now in its sixth year (1992) of implementation. The following paragraphs describe the overall Plan, access, and the extent of current cutting operations. The accompanying map gives a graphic representation of forest management on the Lowell and Company property. (See Map Number I-C.)

Overall Forest Management Objectives

The overall objective of the management practices set forth in the LandVest plan is to achieve the highest possible rate of return over the term of the forest investment, within the context of managing on a sustained yield basis. The time frame for the plan is 10 to 15 years. Silvicultural practices will revolve around what can be accomplished during commercial logging operations (pre-commercial thinning work will not offer much value to the current owners over the next five or six years).

In mature softwood stands, regeneration is the prime concern, and clearcutting is recommended by LandVest as the best strategy in those areas with shallow soils. (Partial cuts in these stands are considered by LandVest to be risky since shallow-rooted softwoods are not windfirm.) These recommended clearcuts have been and will be done in small patches in order to preserve aesthetic value and protect the uncut areas from wind. Furthermore, where white pine exists, seed trees will be left in

order to encourage regeneration in white pine. In order to develop two or three age classes, the stands are being removed in two or more cuttings spaced at 15 years.

Hardwood management is different on different sites. On good sites, according to LandVest, usually all that needs to be done is to remove the pioneer overstory of aspen and birch so the already established northern hardwood understory can grow unimpeded. On the poorer sites, because Lowell and Company does not wish to use herbicides, less commercially valuable mixed wood stand will result. When regeneration cuts are used, they will be interspersed in small openings among uncut areas, and the follow-up operation will not happen until the new crop is of commercial proportions (about 20 years). On the higher value sites in which the northern hardwoods are dominant or in the understory, the management practice will be thinning and overstory removal to increase growth and upgrade product value.

Sally Mountain Block

The Sally Mountain Block is the northern block of the ownership. Its southern boundary is Attean Pond and the Canadian Pacific Railroad. The topography of the block is varied, ranging in elevation from 1,150 feet on Attean and Wood Ponds, to 2,221 feet and 2,082 feet on Sally and Burnt Jacket Mountains, respectively. The slopes of these mountains can be quite steep, with ledge outcrops and sheer drops of 200 to 300 feet at spots. The Benjamin Valley holds six ponds connected by Benjamin Brook, and numerous bogs and wetlands.

In general, the timber found on the mountain slopes in this block is predominantly northern hardwoods where there is sufficient soil depth, or spruce-fir where the soils are shallow. On the northwest slope of Sally Mountain, a poplar overstory dominates, the result of the 1908 fire. Underneath, pole size northern hardwoods with a high percentage of yellow birch are utilizing the good soil conditions and will follow the poplars.

In the lowlands, the major cover-type is spruce-fir. The spruce-fir type is better able to survive in poor soil conditions, whether deep and wet or shallow and dry, than the northern hardwoods. On the dry sites, the spruce-fir may also be associated with red and white pine.

The cutting history on this block shows more recent activity than on the Attean Mountain Block. The northern portions of Benjamin Valley and Burnt Jacket Mountain were cut in the early 1970's, and the northwestern slope of Sally Mountain was harvested in the mid-1970's. The harvesting was not a highgrading operation: for example, on Sally Mountain, considerable poplar veneer was carefully removed leaving a now valuable yellow birch stand. Within the softwood stands, large red spruce were harvested in small commercial clearcuts of 5 to 10 acres which have now plentifully regenerated with balsam fir. White pine, however, was "chased", resulting in a decreased stocking level.

To date most of the management has consisted of commercial thinning (in 1988, 1989, and 1990) and group selection cuts (in 1989 and 1990) just north of the railroad between Holeb and Attean Ponds.

The overall management scheme on the Sally Mountain Block is simple. In the hardwood stands with adequate soils and stocking, commercial release thinnings will be done to allow the understory northern hardwood crop to achieve their full potential. In the softwood stands, "regeneration cuts" will be made to provide for at least three age classes of growing timber.

Attean Mountain Block

The Attean Mountain Block is the smaller and more southern of the two blocks. It abuts the Sally Mountain Block at the Canadian Pacific Railroad, and borders the south shore of Attean Pond. The topography has two main features: Attean Mountain to the west and the lowlands between No. 5 Bog and Attean Pond to the east. Attean Mountain has an elevation of 2,442 feet, overshadowing Attean Pond by nearly 1,300 feet. The area between No. 5 Bog and Attean Pond has little relief; while parts may be boggy, some of the soils are sandy outwash soils, which are very well drained.

The soils on Attean Mountain have the same basic characteristics as those on Sally and Burnt Jacket Mountains, except that this area escaped the 1908 fire. Thus these soils have more organic material which make them slightly better than on the Sally Mountain Block. The timber found on Attean Mountain is predominantly good to high quality northern hardwoods, sometimes mixed with spruce-fir.

All of the low-lying areas have softwood cover. The extremely wet sites are poorly stocked with spruce-fir, however, the better the drainage, the greater the stocking levels. The exception to this is the sandy outwash soil area between No. 5 Bog and Attean Pond. The fire of 1908 was responsible for creating good seed bed conditions on soils suitable for red pine seeding. The mature red pine stands were thinned and the spruce was cut in small clearcuts, in 1989 and 1990.

The evidence of past cutting on this block is not as great as in its northern counterpart for two reasons: it was cut prior to the Sally Mountain Block, and access has been more difficult. Nonetheless, many of the current stands are the result of past logging practices.

The overall management scheme on the Attean Mountain Block is nearly the same as that of the Sally Mountain Block. On Attean Mountain, the differences are that there are better soils to work with, enabling greater flexibility, but there are also steeper slopes to contend with. Instead of affecting management goals, however, these factors have necessitated greater innovation to achieve the goals. One other difference is the potential for encouraging a naturally regenerating red pine stand, an unusual occurrence in the northeast, in the eastern part of the block.

Access

The forest management activities map (Map No. I-C) shows the existing permanent, temporary and closed roads that access to timber operations on the Lowell and Company property.

Access to the Sally Mountain Block is from U.S. Route 201 just north of Jackman, across four miles of Great Northern Paper Company deeded right-of-way. The road is gated at Wood Stream, where the Lowell and Company property begins; it continues through the Benjamin Valley, crosses the railroad just south of the east end of Holeb Pond, runs around the west and south side of Attean Mountain and back up towards Attean Pond, where it forks. This main trunk road is a permanent haul road, but by condition of LURC permit RP 3131, "the road is accessible only to vehicles associated with timber harvesting, managerial staff activities, and other necessary forest, fish and or wildlife management activities". It may not be used for recreational or development activities. Several short spur roads come off the main trunk road, some of which are permanent and some of which are temporary.

Access to the Attean Mountain Block is over the same main trunk road used to access the Sally Mountain Block. A second access to the eastern portion of the block is now closed; a temporary road extending from a S.D. Warren Company road was discontinued by removing the bridge over the Moose River and pulling out the culverts.

PART I.F WATER QUALITY ANALYSIS

Introduction

The Department of Environmental Protection published a handbook in 1989 called Phosphorus Control in Lake Watersheds: A Technical Guide to Evaluating New Development. The handbook is intended for use both by towns and developers, and focuses on control of the permanent increase in phosphorus export caused by irreversible changes to the landscape. The handbook includes a set of worksheets for calculating a variety of numbers, most importantly the permitted phosphorus export from a project, and

the actual projected phosphorus export. In simple terms, when compared, these two numbers indicate whether a proposed project meets or exceeds the State limitations on phosphorus export.

Calculating "D"

In doing the calculations, the most difficult factor to predict was the future area of a watershed which would be developed over the next 50 years (denoted as "D" in the formula). In order to be as conservative as possible, Lowell and Company calculated a range of D's based on at least two different methods.

One method came from Table 3-3 of the handbook: D was 20% of the watershed because the Lowell and Company land is near a growth center (Jackman) and is in the north part of the State. (Note: Jackman's population is actually declining, but again, it was the most conservative number.)

The other method was suggested by the LURC staff, and provided a more realistic assessment of several factors: the extent of actual development in the watershed over the past five years, the existing road network, existing restrictions to development, the amount of development proposed, and the nature of the ownership in the watershed. LURC provided information on permitted development over the last five years for the townships involved.

The problem with predicting future development from past development in LURC territory is that development is rarely linear over time, but instead often occurs in clusters, usually subdivisions. Thus, having a range of D values is most useful for determining what the margin is between the projected phosphorus export and various future development scenarios.

Overall Assumptions

- In the worksheets (on file with LURC), Lowell and Company chose a desired high level of protection for all the lakes in order to be conservative.
- The calculations used: (a) the number of lots proposed in the development, and (b) to be conservative, the number of lots based on the maximum possible buildout.
- All soils were assumed to be Class C.

Data Summary

| Lake | Potential D | | P | PPE (lbs/yr) | A | HE(100') (lbs phos.) | units |
|-------------|---------------------|-----------|-------|-----------------|------|-------------------------|-------|
| | (percent watershed) | (acres) | | | | | |
| Mud Pond | (20%) | 594.4 | .027 | .459} | 17.0 | 1.848 | 7 |
| | | 47.0 | .339 | 5.763} | 17.0 | | |
| | | 17.0 | .937 | 15.929} | 17.0 | | |
| | | 5.7 | 2.79 | 15.903 | 5.7 | .528 | 2 |
| Attean Pond | (20%) | 271,132.0 | .003 | .03 | | .696 | 2 |
| | (5%) | 67,783.0 | .011 | .11 | | | |
| | | 450.0 | 1.694 | 16.94 | | | |

| | | | | | | | |
|----------------------|-------|---------|------|-------|-------|-------|-----|
| Wood Pond | (20%) | 2,872.2 | .04 | 8.0 | 200.0 | 31.68 | 120 |
| | | | | 3.1 | 77.3 | 11.88 | 45 |
| | (10%) | 1,436.1 | .08 | 16.0 | 200.0 | | |
| | | | | 6.2 | 77.3 | | |
| | | 1,000.0 | .115 | 23.0 | 200.0 | | |
| Little Big Wood Pond | | 500.0 | .23 | 46.0 | 200.0 | | |
| | | | | 17.8 | 77.3 | | |
| | (20%) | 4,156.2 | .038 | 1.9 | 50.0 | 7.392 | 28 |
| | | | | .9 | 23.9 | 4.22 | 16 |
| | | 200.0 | .783 | 39.15 | 50.0 | | |
| | | | 18.7 | 23.9 | | | |

D = Future area to be developed over next 50 years. (Top number is 20% of entire watershed, based on the conservative number from Table 3-3, Phosphorus Control in Lake Watersheds handbook.)

P = Per-acre phosphorus allocation for the entire watershed.

PPE = Maximum permitted phosphorus export from project.

HE = Projected actual phosphorus export from Lowell's maximum possible buildout.

HE (100') = based on 100 foot buffers

A = Project acreage

units = number of dwelling units upon which the HE calculation is based.

Summary of Results

To analyze the results, the most important comparison is that between the HE and the PPE. The HE (projected actual phosphorus export) should not be higher than the PPE (permitted phosphorus export). The calculations show that all four lakes and ponds on which some development is proposed can easily accommodate "a", the proposed development, or "b", the maximum buildout (see the last two lines for each pond, in the table above). In fact, in comparing the HE to the range of PPE's for each lake, most HE's are closer to the high 20% development scenario than the lower realistic development scenario, indicating there is a wide margin for unexpected development above the realistic D in which the Lowell and Company phosphorus export levels would still be acceptable.

Data and rationale for the individual lakes are on file at the Commission offices.

PART I.G THE FISHERY

The Jacknan region, including Attean and Dennistown Townships, has historically been an important recreational fishing area; an abundance of fish and game have supported sporting camps for almost a century at Attean and other ponds in the area. Besides Attean Pond, the other ponds in the ownership are Wood Pond, Little Big Wood, Mud Pond and the small ponds in the Benjamin Valley: Horseshoe Pond, Long Pond, Benjamin Pond, Clearwater Pond and Lost Pond. Other fish habitats include Wood Stream, Benjamin Brook, and the Moose River.

The fishery can be generally characterized as "routine". The fish are numerous but small. The outstanding fishing of the pre-1950's which earned the area its reputation no longer exists, due to the introduction of yellow perch which outcompetes the salmon and trout for food. A list of species for the area is found in Table I-10.

TABLE I-10

FISH SPECIES IN THE ATTEAN TOWNSHIP REGION

| Game fish | Other |
|--|------------------------|
| Landlocked Salmon | Longnose Sucker |
| Brook Trout | White Sucker |
| Lake Trout | Northern Redbelly Dace |
| Splake (stocked hybrid between lake trout and brook trout. | Freshwater Sculpin |
| | Threespine Stickleback |
| | Lake Chub |
| | Cusk |
| | Pumpkinseed Sunfish |
| | Common Shiner |
| | Golden Shiner |
| | American Smelt |
| | Yellow Perch |
| | Blacknose Dace |
| | Creek Chub |
| | Fallfish |
| | Pearl Dace |

Habitat and water quality are the key issues for fisheries. The various ponds, streams and rivers provide a diversity of habitat. Wood Pond, Little Big Wood and Attean Ponds are all considered oligotrophic waters, indicating deep, cold water, habitats with plenty of available dissolved oxygen. The ponds in the Benjamin Valley vary in character; while Clearwater Pond is deep and cold, Benjamin Pond is shallow and eutrophying. The regional fisheries biologist for the Maine Department of Inland Fisheries and Wildlife (DIF&W) feels that the current LURC zoning for the area adequately protects water quality, but he is concerned that development may have an adverse impact unless adequately buffered.

Pond by Pond Description

Attean Pond covers 2,745 acres. In the LURC Wildlands Lake Assessment, Attean's fishery has been rated outstanding because of the excellent physical and chemical characteristics of the habitat, as well as the diversity of species. It is generally a shallow lake, with a mean depth of 15 feet. However, pockets with a maximum depth of 55 feet create enough of an oligotrophic environment to support coldwater fish species. Summer water temperatures will rise into the low 70's (F.) for short periods of time. Subsurface waters usually remain in the 60's (F.) during the summer; the deepest waters are the coolest.

The principal fishery in Attean Pond is composed of salmon and brook trout. Approximately 600 acres of Attean Pond have depths over 20 feet; these areas provide good habitat for landlocked salmon, which are primarily stocked, although some wild salmon are produced in the Moose River. Attean offers fair brook trout fishing; wild trout spawn in the tributaries. Also present are splake, a lake trout-brook trout hybrid, which are stocked in Wood Pond and do not reproduce in the wild.

The best fishing period is between mid-May and mid-June. No ice fishing is allowed. During the open water season, the daily limit on salmon, trout and togue is 5 fish in the aggregate, not to include more than 2 of any of these species.

Attean Pond is stocked each spring with one-year-old salmon. Salmon represent the most likely species for future stocking. Lake trout are present in Attean Pond, because they have been stocked regularly in neighboring Wood Pond in the past. Brook trout are not stocked on a regular basis, because of the competition from non-game species.

In the early 1960's, yellow perch were accidentally introduced into the Moose River drainage. It is not known who was responsible for this action, but the perch have reduced the potential of waters in the drainage to produce good trout fisheries. In Attean Pond, competition from non-game species (such as suckers, fallfish or chub, and especially yellow perch) represents the principal factor limiting trout production.

Wood Pond, on which the Town of Jackman is located, is 2,150 acres, with an average depth of 28 feet and a maximum depth of 72 feet. It is an oligotrophic coldwater lake with a significant fishery.

Eighteen species of fish occur in Wood Pond, with the principal fishery species being cusk, landlocked salmon (largely a stocked population), rainbow smelt, and brook trout (native and stocked). Lake trout have not been stocked since 1984, and there is no apparent viable, reproducing population remaining. Splake were stocked in 1990 and 1991 in order to provide better fishing for a species in addition to salmon without compromising salmon survival and growth.

Wood Pond is subject to the special rules of the open water fishing regulations: the daily limit on salmon, trout and togue is 5 fish in the aggregate, not to include more than 2 salmon, 2 trout, or 2 togue. It is also open to ice fishing and the same limits apply.

Little Big Wood Pond is considered a fairly remote pond. Smaller than Attean and Wood Pond, this 713 acre lake has an average depth of 25 feet, and a maximum depth of 80 feet. Five small streams flow into the lake, four of which originate from Burnt Jacket Mountain.

Sixteen species of fish inhabit this pond, with the principal species being cusk, landlocked salmon (largely a wild population), rainbow smelt and brook trout (also mostly wild). Currently the DIF&W is periodically stocking it with lake trout as part of an ongoing management plan. Ice fishing is open. Open water fishing regulations are the same as for Attean Pond and Wood Pond: the daily limit on salmon, trout and togue is 5 fish in the aggregate, not to include more than 2 of any one of these species.

Mud Pond is linked to Wood Pond and Little Big Wood Pond by Wood Stream. Compared with the others, it is small at 90 acres. Fish species include salmon migrating in from other ponds, and brook trout. Mud Pond is subject to the same 5 fish, 2 of any one species limit, that govern the other large ponds.

Clearwater Pond in the Benjamin Valley is 34 acres, and has a significant fishery. Brook trout are stocked by IFW, and the open water fishing regulations state that use or possession of live fish as bait is prohibited.

Wood Stream, connecting Little Big Wood, Mud and Big Wood Ponds, is a Class A stream, as are all the Moose River tributaries, according to the Maine Department of Environmental Protection (DEP) Water Classification Program. Lake trout, salmon and brook trout inhabit the stream, often migrating from one pond to another. The open water fishing regulations that apply to these ponds also apply to Wood Stream, but only from April 1 to August 15; from August 16 to September 30, general rules apply.

The Moose River is a quality native brook trout and native and stocked landlocked salmon fishery. It also provides vital spawning habitat for important lake fisheries.

Two separate reviews of river quality in Maine have classified the Moose River in the highest possible category. In the 1982 Maine Rivers Study prepared by the Maine Department of Conservation, the Moose River from Attean Pond to the Canadian border was designated a "class A" river, an evaluation reflecting significant geologic/hydrologic, critical/ecological, undeveloped, fishery and boating resources. The Maine Water Classification Program administered by the Department of Environmental Protection legislates the kind of water quality management Maine's rivers should receive; the Moose River from its confluence with Number One Brook in Beattie Township to its confluence with Attean Pond earned a Class AA rating based on its superior water quality. This rating prohibits the direct discharge of pollutants into the water, and requires that the river remain unimpaired, free flowing, and that the aquatic life, dissolved oxygen and bacteria content shall be as it naturally occurs.

The Open Water Fishing Regulations for the Moose River from the confluence of Holeb Stream to Attean Pond designate it as artificial lures only (the use of flies is allowed), and the daily limit on brook trout is 5 fish. From Attean Pond to Brassua Lake (which includes the segment between Attean and Big Wood on Lowell and Company land), the daily limit on trout is 2 fish.

Sources: Quebec Labrador Foundation report: Moose River Bow Trip: Resource Assessment, 1988; Paul Johnson, IFW fishery biologist, pers. comm.; Open Water Fishing Regulations 1990-1991; Maine Wildlands Lake Assessment.

PART I.H SCENIC RESOURCES

The Jackman/Moose River region is, in part, a tourism magnet and four season resort center because of its scenic and recreational features. Clearly, the scenic attributes of the area are part of what makes it special. Indeed, the traveler motoring north on Route 201 toward Jackman is invited to pause at a "scenic turnout" to take in the view to the northwest — to Attean and Sally Mountains, and to islands dotting the pristine waters of Attean Pond.

The State's "Scenic Lakes Character Evaluation in Maine's Unorganized Towns" (December 1986) evaluated the scenic quality of 1509 lakes. 118 were identified as "outstanding" and 162 were considered as "significant". The lakes within and adjacent to the Lowell and Company ownership were included in both categories.

The tables below report the findings. Suffice it to say the scenic quality of the area is very high when compared to other lakes within the entire 10 million acre area of unorganized towns. Attean Pond received 80 out of 100 points; this is the highest rating recorded, only 5 other lakes scored as high. Holeb Pond, like Attean, is an "outstanding" lake and received 70 points.

TABLE I-11
SCENIC LAKE RATINGS – JACKMAN/MOOSE RIVER REGION

| Lake Name | Relief 30 | Physical Features 25 | Shore Configuration 15 | Vegetation Diversity 15 | Special Features 15 | Inharmonious Development -20 | Total 100 |
|-----------------------------|--------------|----------------------------|------------------------------|-------------------------------|---------------------------|------------------------------------|--------------|
| A. Outstanding Lakes | | | | | | | |
| Attean | 30 | 25 | 10 | 5 | 10 | 0 | 80 |
| Holeb | 20 | 25 | 10 | 5 | 10 | 0 | 70 |
| B. Significant Lakes | | | | | | | |
| Wood | Low | Med. | Low | Med. | Med. | High | – |
| Little Big Wood | Low | High | Low | Low | None | Low/N | – |
| Mud Pond | Low | Low | None | Low | None | Low/N | – |

Wood, Little Big Wood and Mud Ponds are recorded as "significant" scenic lakes but like other "significant" lakes, were not rated on a points scale. Of the 6 other lakes in the Benjamin Valley, only Benjamin Pond rated as being scenic (based on map interpretation and not a site visit) but did not make the "significant" cut.

These high scenic ratings say as much about the lakes' surroundings as they do about the lakes themselves. In fact it is the relationship of all of the lakes in the vicinity of Attean Township to their environment that makes them so highly valued. Physical features and relief embellish these lakes. Further, the State ratings tend to undervalue the special qualities of the Benjamin Valley lakes since "remoteness" and small scale features, such as the granite cliffs of Horseshoe and Benjamin Ponds, are not heavily weighted under the rating system.

Scenic value cannot only be reduced to numerical ratings; it is the "visual experience" that people attach most significance to. Often they value and seek a wilderness experience — a landscape that is natural and that shows little evidence of human presence. In the case of the lakes and mountains of the Jackman/ Moose River region, it is the treelined shore and the mountain slopes that are most visually prominent and most "natural"; they evoke feelings of a pleasant, wilderness experience from the viewer on the lake, in a vehicle or on a hiking or snowmobile trail.

The importance of the shore and mountain slopes of Attean Pond and the Moose River has already been recognized and the Forest Society of Maine holds conservation easements that protect these views (see Map No. I-F).

Development in the area has not affected viewsheds and scenic quality significantly, with a few exceptions. Jackman and Moose River are essentially "rural" villages and the lakefront development of the town along Wood Pond is obtrusive when viewed from the water. The few other cabins and camps that occupy shorefront land on Attean, Wood and Little Big Wood are also somewhat obtrusive. Some are set in clearings and do not blend into their surroundings well, while others are painted natural, dark, colors, and set amongst trees and are set back from the shore. However, since the number of obtrusive camps is limited, the overall impact is modest.

I.I RECREATIONAL RESOURCES

Overview

Currently, recreation activities in Attean Township are primarily water-based; fishing, canoeing and boating are well established in the Township. The demand for this recreational resource is evident in the overcrowding at existing boat launch facilities, and high levels of use at existing campsites and beach areas. According to a 1986 Travel and Tourism Profile of the Katahdin/Moosehead Region done for the Maine State Development Office, the Jackman Economic Summary Area (ESA) accounted for the second highest proportion of travel and tourism expenditures in the region in 1984, at \$12,370,000. (The highest was the Dover-Foxcroft ESA, which includes the Moosehead Lake area.)

By contrast, the backcountry areas in Attean Township are not heavily used by outdoorspeople even during hunting season. Other than people climbing Sally Mountain and a few fishermen on the Benjamin Valley ponds and Little Big Wood Pond, the back country areas of the Township get little use. Trails are few and poorly marked, leaving the area for those who enjoy finding their own way through the woods.

More specific information about various forms of recreation on and around the Lowell and Company property is provided below.

Access

Access to the Lowell and Company property is either by logging road, or over water.

There once were two roads entering the property; now only one road provides access and it is gated; it comes from Route 201 over Great Northern Paper, Inc. land and enters the property via a bridge (and gate) at Wood Stream; the other old access road entered from the south across S.D. Warren land but has been eliminated by the removal of the bridge across the Moose River.

There are two public landings which provide water access to the Lowell and Company property. On Wood Pond, there is a public access site in Jackman Station, which only has parking for approximately 10

vehicles, and no boat storage space. Attean Landing on the northeast corner of Attean Pond is located on Bureau of Public Lands ownership. It is a heavily used access point. There is no existing public boat access to Little Big Wood Pond on Lowell and Company land but there is a private (Great Northern Paper, Inc.) access point on the pond off a very poor, rutted, road on the east end.

Fishing

Attean Pond and Wood Pond are the two most heavily fished waters in the Lowell and Company ownership, not to mention in the Jackman area. The IFW does yearly fishery surveys, reporting angler use and catch on these ponds. The Benjamin Valley also attracts anglers, but because access is difficult, it is infrequently fished.

Attean Pond received an estimated 1,498 days of fishing during the summer of 1989. Fishing accounts for nearly one-third of total summer use on Attean Pond. The heaviest angler use occurs in May which, not coincidentally, is also when the best fishing occurs; the lightest angler use is in August. When expressed in relation to the total area of Attean Pond (2,745 acres), the season total of 1,498 days of fishing represents a rate of 0.55 days per acre. Compared with other lakes in the Moosehead region, this is in the middle of the range.

Salmon and brook trout contributed almost equally to the catch throughout the season. The season average catch rates for both salmon and trout at Attean are considered very good: 14.6 hours per legal salmon, and 14.9 hours per legal trout.

Wood Pond is open for both summer fishing and ice fishing. During 1989, it received a total of 2,756 days of fishing: 1,411 in the winter, 1,345 in the summer. However, since ice fishermen spend more time fishing each day, at least on the average, 65% of the total annual fishing effort in hours occurs during the winter. May and June accounted for 54% of the days of fishing reported during the summer, but 62% of the legal salmon and 75% of the legal brook trout caught. During the winter, the first month of ice fishing season (January) accounted for 53% of total use, and over 80% of the season's total catch.

The primary desirable fishery in the summer is salmon and brook trout. During the winter, smelts are also sought. During the summer, the average hours to catch a legal salmon was 17.9 hours, while a legal brook trout was 12.7 hours. Winter rates were 19.5 hours per salmon, and 39.7 hours per brook trout. Smelt had a rate of 3.6 hours.

Surprisingly, "slow fishing" was the most common observation among Wood Pond anglers during the 1989 ice fishing season. The data show that 1989 was the second best ice fishing season since 1984.

The Benjamin Valley is infrequently visited by anglers due to difficult access, although there is reportedly good fishing in some of the ponds.

Canoeing

The primary focus of canoeists in the area is the Moose River Bow Trip. Canoeists often start from Attean Landing, cross along the north side of Attean Pond, portage into Holeb Pond, and from there enter the Moose River via Holeb Stream. The Moose River then flows eastward before it enters Attean Pond in the southeast corner. This involves Lowell and Company property along Attean Pond where there are a number of camping areas, the portage which parallels the railroad, and the Holeb Falls area. Some canoeists begin the trip at Holeb Pond to avoid the portage between Attean and Holeb.

The Moose River Bow Trip consists primarily of long stretches of flat water, interrupted by a few short stretches of Class I and II rapids, and a portage around Holeb Falls. The resource attracts many novice canoeists, including outdoor expedition and camp groups which use the water as a training ground for young adults. Boy Scout troops and camp groups, with boys ranging in age from approximately 10 to 18, frequently take the trip. Parents with young children also seem to appreciate the ease of the trip.

The Atlantic Center* report recommends that signs be posted in strategic spots indicating portage trails, and ownership of certain lands.

Hunting

Hunting is less important in Attean Township than in other neighboring townships, including Dennistown Plantation. The deer harvest in Attean was 12 in 1988 and 15 in 1989, whereas in Dennistown it was 33 in 1988 and 46 in 1989. The bear harvest in Attean was only 1 between 1985 and 1989 (data not available for 1988), whereas in Dennistown it was 10 during the same time period. The difference may be the accessibility of the land. The only road into the interior of Attean Township is Lowell's main logging road, which is gated at Wood Stream.

The fur harvest in Attean Township and Dennistown Plantation in 1989 was high relative to the other municipalities in IFW Region E. Beaver were the predominant fur-bearing mammal taken, which was generally true for nearly all the Region E towns. Table I-12 presents the 1989 fur harvest summary for Attean Township and Dennistown Plantation.

* QLF/The Atlantic Center for the Environment published a report in 1988 titled, Moose River Bow Trip: Resource Assessment, which contains a natural resource inventory of the area, an examination of conservation measures, and recommendations for resource management with an eye toward balancing recreation with the protection of wildlife and rare species habitat.

TABLE I-12
FUR HARVEST SUMMARY FOR 1989

| | Attean Township | Dennistown Plantation |
|---------|-----------------|-----------------------|
| Mink | 2 | 0 |
| Otter | 1 | 3 |
| Marten | 3 | 3 |
| Fisher | 2 | 0 |
| Red Fox | 0 | 1 |
| Coyote | 3 | 4 |
| Bobcat | 1 | 0 |
| Beaver | 36 | 38 |

Snowmobiling

Before Lowell and Company purchased the ownership in Attean Township and Dennistown Plantation, the International Trail System (ITS) snowmobile system went through Attean Township. With the advent of timber harvesting operations, the ITS has been rerouted south through Hobbstown Township. However, there is an agreement in place that may permit the resumption of snowmobile traffic through Attean when timber harvesting is not underway.

Hiking

There is a hiking trail from a beach on Attean Pond up Sally Mountain, where there used to be a fire tower. The tower no longer exists, although there are good views from the top. There are also portage trails from Attean Pond to Holeb Pond, and from Attean to and between the chain of lakes in the Benjamin Valley.

Hiking is not a primary draw to the area; it is usually a secondary activity: a side trip for boaters and canoeists. The portages are simply a means for canoeists and anglers to get to other bodies of water. A new trail built by Lowell & Company ascends Burnt Jacket from Wood Stream bridge.

Picnicking

The beaches, especially those on Attean Pond, are used by tourists and residents alike for picnicking. They provide a convenient lunch stop on the Moose River Bow trip, and they are an easy boat ride from Attean Landing. Two beaches in particular on Attean Pond are mentioned in the Atlantic Center report as traditional picnicking beaches: Boeing's Lunch Beach, on the south shore of the Narrows, and Hodgman's Beach, just outside of the Narrows on the south shore facing east. (Note: Hodgman's Beach is also the site of the only known prehistoric archaeological site in the Township.)

The beaches of Wood Pond are less attractive than those on Attean and there are fewer of them. There is a public beach in Jackman on the east side of the pond and two beaches on the Lowell and Company ownership; one is located in the shadow of Sally Mountain in front of two seasonal cabins, and the other lies eastward of Sally at the base of the slope. Both are pebbled beaches with some sand. There is a private beach east of the Moose River, near the Railroad trestle at Cook's beach.

There is one beach on Little Big Wood Pond on Lowell and Company land; it lies on the south shore, at the west end of the pond. Two or three small sand beaches lie on Great Northern Paper, Inc. land on the north shore of the Pond.

Campsites

Campsites are located primarily along the Moose River Bow canoe route. Between May 22 and August 20, 1987, the Jackman Forest Service Ranger issued 238 fire permits to a total of 630 individuals, which is probably a conservative number of people who used the campsites during that time. According to observations and the records of the Forest Service, use is heavier between mid-July and Mid-August than earlier in the season.

During 1989, Bow Trip users were surveyed and asked to comment on campsites, their trip experiences and the size of their parties. Altogether, 121 surveys (i.e. parties) were undertaken representing 643 people, or about 78 percent of the users. Following are some of the survey findings:

| | |
|--------------------------------|--------------|
| Total number of nights camped | 336 nights |
| Total number of canoes | 317 canoes |
| Average party size | 2.62 persons |
| Range in party sizes | 1 to 44 |
| Estimated total user days | 3,100 days |
| Average number of nights/party | 2.78 nights |

Generally Bow Trip users found they liked "rustic" sites with cleared tent sites, fire rings and privies; the latter to improve sanitary conditions. A number complained about the portage trail from Attean to Holeb; this has been substantially improved recently, with cedar planking, by Lowell and Company and the Bureau of Public Lands.

The Atlantic Center report makes specific recommendations for campsites along the Moose River Bow route. They include increasing the number of fire permit sites, creation of an additional campsite(s) near the portage trail, installation of privies at some sites, and examination of some sites for rare plants. That report also identifies seven campsites on Lowell and Company property. Six of these are "fire permit" campsites and one, on the north shore of Attean, is a "no fires permitted" site. The Atlantic Center, however, recommends that this latter site be changed to a "fire permit" campsite.

With the development of such recreational opportunities come management responsibilities and costs. The location of trails and associated facilities is critical to retaining the character of the landscape. Lowell and Company is aware of these responsibilities as it continues to plan for the ownership.

SECTION I.J CULTURAL RESOURCES

Historic and Archaeological Resources

The Maine Historic Preservation Commission (MHPC) keeps track of significant historic and archaeological resources in Maine. They have no records of historic buildings or historic (Euroamerican) archaeological sites on the Lowell and Company property.

There is one known prehistoric (Native American) archaeological site. This site is coincident with the "campsite" marked on 7.5' USGS topo maps on the southwest shore of Attean Pond just east of Attean Mountain. It is just outside the "narrows" on Hodgman Beach facing east. The MHPC states that they do not know the nature or significance of this site, because the area has never been subject to professional archaeological survey. This beach is referred to in the Atlantic Center for the Environment report (Moose River Tow Trip: Resource Assessment, 1988) as Hodgman's Beach, "a popular picnic spot among local residents. The beach is 950 feet in length; width varies between 7 and 41 feet."

The MHPC counsels that the only likely possibility for significant historic resources on the property would be prehistoric archaeological sites. They would be located within 50 yards of the shoreline around Attean and Wood Ponds, and the Moose River flowage between.

Other

There are two primitive log cabins, constructed in approximately 1930, located on the Moose River below Holeb Falls. They have been occasionally used as shelters by those canoeing the Moose River Bow trip. They are served by a pit privy constructed in 1987. Lowell and Company received a permit in 1990 to reconstruct the two cabins using hand-hewn lumber, because they were in a very poor state of repair.

Also serving campers on the Moose River Bow trip as well as other recreationists are numerous campsites on Attean and Wood Ponds, and the Moose River. There are also a limited number of cabins on these bodies of water and on Little Big Wood Pond.

There are several trails on the property. A portage trail extends between Attean Pond and Holeb Pond, one of a number of portages on the Moose River Bow trip. There is a trail up to the top of Sally Mountain, starting at a beach on Attean Pond. There are also portage trails between the ponds in the Benjamin Valley. Additionally there are several old woods roads that are occasionally used by hikers and sportsmen. In 1992, Lowell & Company constructed a new trail up Burnt Jacket; this trail originates near the bridge across Wood Stream.

The Canadian Pacific rail line enters the property across the Moose River flowage between Wood and Attean Ponds. It follows the north shore of Attean Pond, and crosses the portage trail before it leaves the property to follow the south shore of Holeb Pond. About four trains per day use the line, primarily carrying freight.

Throughout the property there are woods roads, some abandoned and some new.

I.K SOILS AND SLOPES

A medium intensity soil survey has been done for portions of the Lowell and Company property in Attean Township and Dennistown Plantation. The area surveyed consists of about 3500 acres, mainly along the shoreline of six ponds. The mapping and survey was performed by Marc Gowdy, Licensed Soil Scientist, and the report is dated September 29, 1989.

Characterizing the soils on the Lowell and Company property in Attean is best done on a site specific basis. Generally, soils that are considered well-drained or moderately well drained are suitable for some development; poorly drained soil is generally unsuitable for development. Two of the areas that Gowdy evaluated at the request of Lowell and Company are no longer being considered as potential development sites. They are the Benjamin Valley area, which in general has extremely poor soils, and the south shore of Attean Pond, which has been under an active timber harvesting regime in the areas not covered by conservation easements. (Note: the conservation restrictions on Attean Pond do allow for construction of two additional camps within the easement area, on suitable soils.)

Wood Pond

There are four geographic sub-areas around Wood Pond that have development potential. They are: the southwest shore from the Moose River outlet to the Wood Stream outlet, the northwest shore from the Wood Stream outlet to the northern (Dennistown) property line, Hog Island, and the isolated block in the northeast corner of Attean Township, from the Moose River outlet west to the Dennistown property line.

Half of the southwest shore sub-area, from Wood Stream south 1 1/2 miles, is characterized as steep, stony soils. Generally poorly drained, the soils improve to moderately to well-drained soils towards the southern half of this sub-area. Whereas this northern part of the sub-area was only surveyed in a 600' wide strip along the shore, the southern half was surveyed from the Big Wood shore down to the railroad line along the Attean shore. This southern half is the "catch-basin" for surface and subsurface runoff from the southeastern slopes of Sally Mountain. The interior is dominated by shallow, stony soils and poorly drained glacial tills with a high water table. There is, however, a large contiguous unit of moderately to well-drained, though stony, soil along the shore in this southern section. Here the elevation rises and the run-off from Sally Mountain is naturally diverted to the south of this area.

The northwest shore sub-area that was soil surveyed is an 800' wide strip along the shore. Most of the shoreline is occupied by shallow soil units with areas of exposed bedrock and accumulations of organic matter along the shore. Toward the north end there is a section of shoreline with stony, moderately well-drained glacial tills. The slopes are moderate, and the area is covered with surface boulders (see Map No. I-D).]

Hog Island consists of approximately 110 acres and has a maximum elevation of about 1200 feet. (The normal water level of Wood Pond is 1,160 feet.) A low hill dominates the southeast portion of the island. Perhaps the most notable characteristic of the island geology is the extremely stony nature of the soils. In many areas large boulders (3 to 6 feet in diameter) are packed closely together.

A unit of very poorly drained deep organic soil physically isolates the northwestern arm of the island from the central area. The soils of the northwestern area consist mainly of moderately well drained, stony glacial till. Slopes range from 8 to 15%.

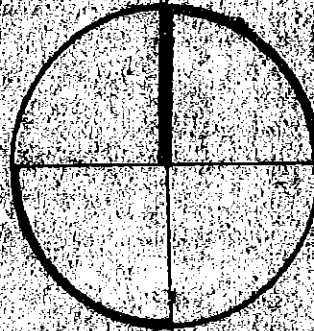
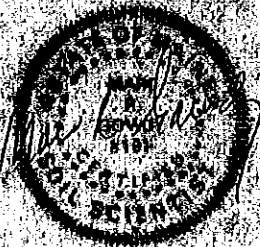
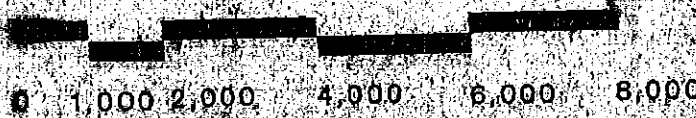
Bedrock outcrops and shallow soils dominate the slopes on the southeast side of the hill which occupies the island. The soils on the gentler slopes are poorly and very poorly-drained stony glacial tills with a hardpan. There are poorly-drained wet spots throughout the moderately well to well-drained map units.

ORDER 2
SOIL SURVEY

PREPARED BY
MARC R. GOWDY
JAMES R. GOVE

PREPARED FOR
LOWELL & COMPANY
TIMBER ASSOCIATES

SCALE: 1" = 2,000'






10-2-89

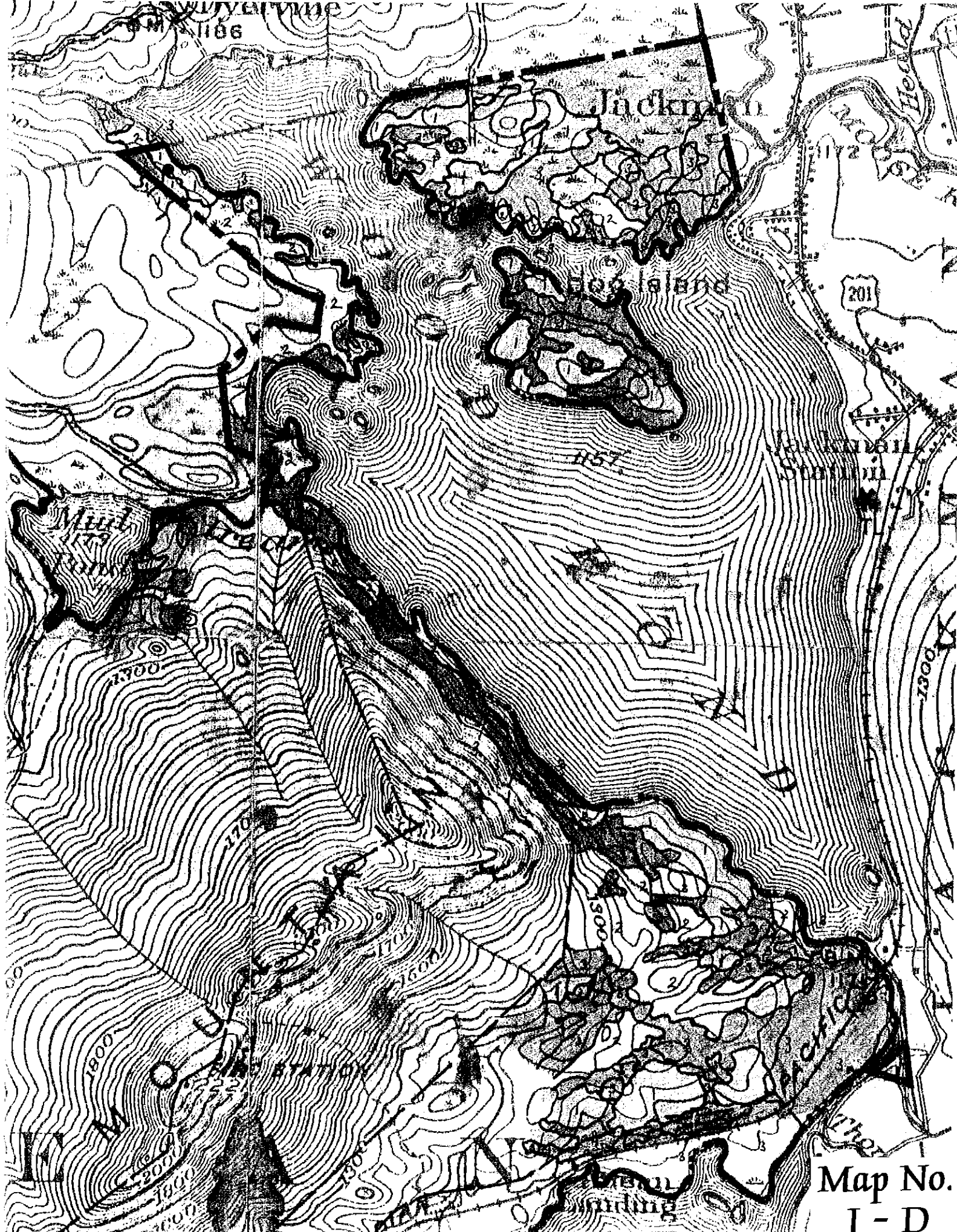
Marc R. Gowdy
Real Estate Consultant
1101
10-2-89

SOIL SURVEY LEGEND

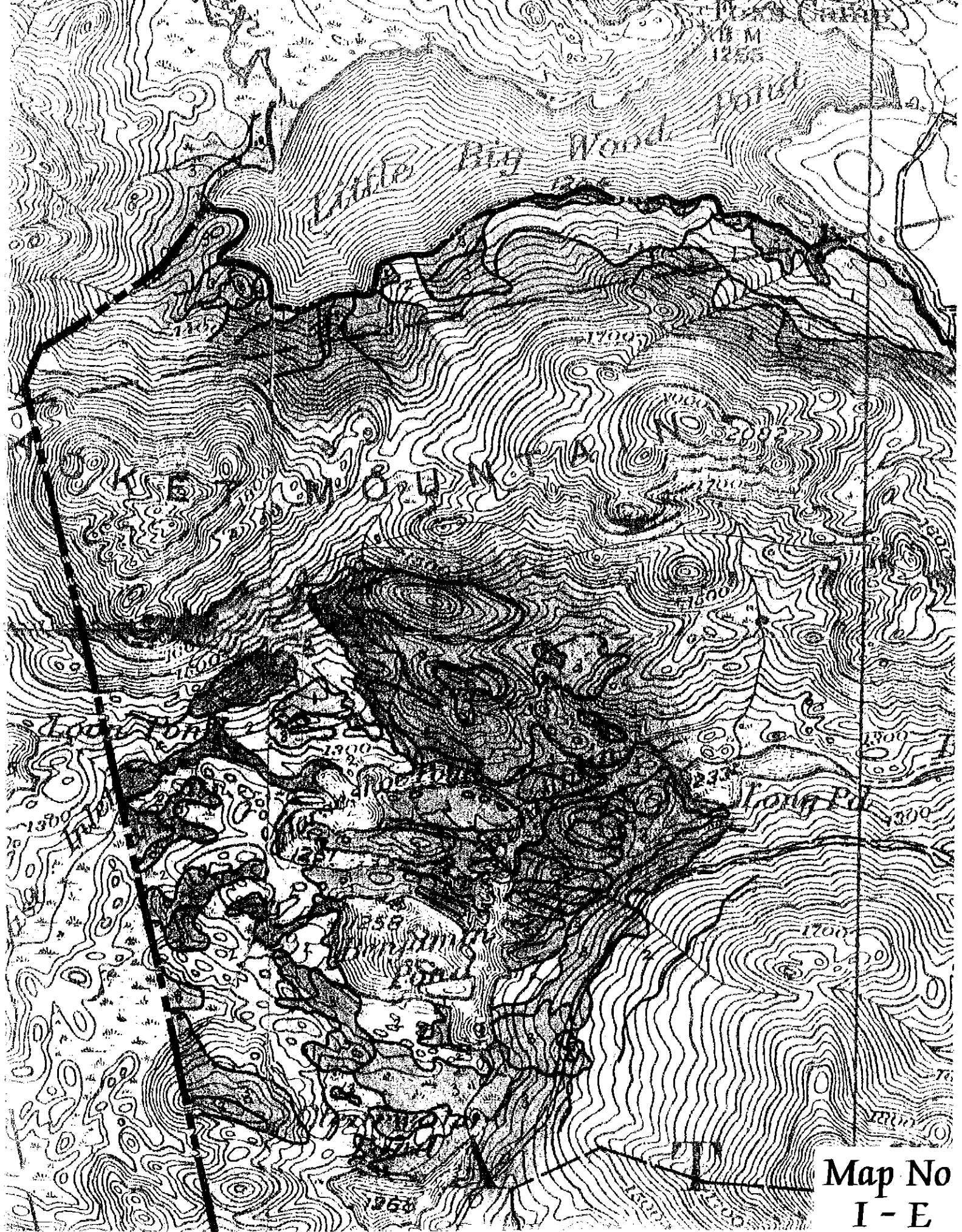
DEVELOPMENT POTENTIAL RATING

-  HIGH TO MEDIUM
-  MEDIUM TO LOW
-  VERY LOW TO NONE

Maps I - D
and I - E
over



Map No.
I - D



Map No
I - E

The northeast shore sub-area is a 310 acre area of mixed wetlands and upland. The east end of the sub-area is lower in elevation than the western portion and contains a majority of poorly-drained soils. They are generally fine-textured silt loams to loams. The very poorly-drained soils along the shoreline of the pond and the Moose River are deep organics (peat). The western portion contains a large contiguous area of moderately well-drained, fine textured tills, many with a hardpan.

Mud Pond

The soils along the shoreline primarily consist of poorly-drained glacial tills. About 200 to 300 feet from the water's edge, the slopes increase and soil conditions improve. On the lower slopes of Sally Mountain, moderately well-drained glacial tills prevail. Further upslope, shallow soils and ledge outcrops become prevalent, slopes increase to the 15 to 25% range, and surface boulders become more common. (See Map No. I-D.)

Little Big Wood Pond

The soils of the southern shoreline of Little Big Wood Pond were mapped inland approximately 1200', until slopes became prohibitive. The shoreline length is roughly two miles. The western end of this shoreline is made up of poorly drained glacial till and steep, stony, shallow glacial tills. There is a small sandy beach with moderately sloping, moderately well-drained glacial till behind it. Most of the central and eastern shoreline consists of sloping, stony, moderately well-drained glacial till (see Map Nos. I-D and I-E).

PART I.L RARE OR SIGNIFICANT PLANTS, WILDLIFE AND GEOLOGIC FEATURES

Plants and Natural Communities

There are two data sources for rare or significant biological features. The Natural Heritage Program (NHP), a part of the Office of Community Development, began as The Nature Conservancy's data base. It includes rare plants, invertebrates and natural communities. Merging with this data base is the information collected by the State Critical Areas Program (CAP), which also includes geologic features.

The NHP lists four non-geologic features for Attean Township. There are none listed for Dennistown Plantation. The Attean Township features are:

1. Northern New England Patterned Acidic Fen (part of No. 5 Bog)

No. 5 Bog is entirely outside of Lowell and Company's ownership; this portion in Attean Township was turned over to the Forest Society of Maine by the Coburn Heirs, and the Lowell and Company boundary lines coincide with the border of the bog. The southern part of the fen is owned by S.D. Warren Company. No. 5 Bog has been recognized by the National Park Service as a Natural National Landmark, a designation which carries no protection.

2. Nymphaea tetragona (Pygmy Water-Lily)

Nymphaea tetragona is the Pygmy Water-Lily, considered "threatened" in Maine. Its "S1" rank means it is considered critically imperiled because of extreme rarity. The Pygmy Water-Lily is a miniature version of its close relative, the common Fragrant Water-Lily. It lives in areas of shallow water with a mud bottom, where there is little or no current and the pH is near neutral.

On Attean Pond the pygmy water-lily has been found near the outlet of the Moose River. The nearest shoreline to the west of the outlet is owned by the Forest Society of Maine, and to the east is owned by the State of Maine. Submerged lands are also owned by the State of Maine.

3. Moose River Valley Jack Pine and Old Growth Red Pine Stand

This Critical Area, east of No. 5 Bog between it and the Moose River outlet to Attean Pond, is under the ownership of the Forest Society of Maine and S.D. Warren Company. Like the No. 5 Bog, it borders, but does not cross, the line onto Lowell and Company land.

4. Attean Pond Jack Pine Stand

The "Attean Pond Jack Pine Stand" is located on 17 of the islands in the southeast end of Attean Pond. None of the islands are under Lowell and Company ownership; they have either been retained by the Coburn Island's Group or turned over to the Forest Society of Maine.

The Atlantic Center for the Environment report (Moose River Bow Trip: Resource Assessment, 1988) notes the location of *Potentilla fruticosa* (Shrubby cinquefoil) on the north shore of the western narrows of Attean Pond. This plant is itself not rare, but it is significant in that it indicates calcareous (calcium rich, high pH) soils which are unusual in Maine, and may indeed harbor a community with rare plants. In discussions with staff of the Maine Critical Areas Program (CAP) and staff of the Natural Heritage Program (NHP), both underscored the fact that the Township has not been well-surveyed, botanically. The absence of records for Dennistown Plantation is probably a reflection of this, and not a true picture of the status of the township's rare flora.

Wildlife

There are 6 deer wintering areas (DWA's) recorded by the Maine Department of Inland Fisheries and Wildlife (DIF&W) in Attean Township: 3 zoned P-FW (DWA) on LURC zoning maps (which are not on Lowell and Company ownership) and 3 other so-called "areas of concern" on Lowell and Company land. The approximate locations of these latter three areas are: one in the northeast corner of the Township on the land west of Jackman, one west and north of Mud Pond, and one south of Attean Pond and east of Attean Mountain. While these 6 areas are the only DWA's currently mapped in the ownership, the DIF&W says it has not clearly defined all DWA's in the Township.

One heron rookery was reported in Attean Township in 1983, but subsequent aerial and ground-based investigations were unable to verify the location.

Additional information has been provided by Steve Coleman, LandVest forester for Lowell and Company, about other significant wildlife. Bald eagles have been seen, but the nest location is not known. Osprey nests are known to be located in four places near the property, however none are on Lowell and Company ownership. One is on the Moose River just before it crosses the south boundary of Attean Township. Another is on top of the Canadian Railroad trestle across the Moose River inlet to Wood Pond.

According to the DIF&W fishery biologist, the fishery is "routine".

Besides game species, the Attean Township and Dennistown Plantation area provides habitat for several species of mammals and birds (see Table I-13).

TABLE I-13

MAMMALS OF ATTEAN TOWNSHIP AND DENNISTOWN PLANTATION

Mammals

| | |
|-------------------|--------------|
| Moose | Beaver |
| Snowshoe Hare | River Otter |
| Woodchuck | Bats |
| White-tailed Deer | Red Squirrel |

| | |
|------------------|---------------|
| Black Bear | Coyote |
| Porcupine | Canada Lynx |
| Bobcat | Marten |
| Fisher | Striped Skunk |
| Shorttail Weasel | Mink |
| Muskrat | Mice |
| Raccoon | Shrews |
| Eastern Chipmunk | Red Fox |

Birds

(A partial list of birds expected to be seen on the ownership)

| | |
|---------------------|--------------------------------|
| Hawks | Spotted Sandpiper |
| Spruce Grouse | Least Sandpiper |
| American Crow | Red Winged Blackbird |
| Common Loon | Ruby-throated Hummingbird |
| Bald Eagle | Cedar Waxwing |
| Great Blue Heron | Bohemian Waxwing |
| American Bittern | Northern Cardinal |
| Herring Gull | American Goldfinch |
| Ring-billed Gull | Thrushes |
| Hooded Merganser | Killdeer |
| Common Merganser | Common Nighthawk |
| Osprey | Common Yellow-throated Warbler |
| American Woodcock | Tree Swallow |
| Barred Owl | Kingfisher |
| Wood Duck | Black-capped Chickadee |
| Black Duck | Downy Woodpecker |
| Golden Eagle | Hairy Woodpecker |
| Ring-necked Duck | Common Grackle |
| Canada Goose | Northern Waterthrush |
| Common Raven | Wren spp. |
| Eastern Kingbird | White throat Sparrow |
| Pileated Woodpecker | Three-toed Woodpecker |
| | Turkey Vulture |

Significant Geologic Features

Two significant geologic features are listed in the NHP/CAP data base for Attean Township.

1. Inland Sand Beach

The "Inland Sand Beach" is actually sixteen sand beaches located around Attean Pond. They have been documented by the CAP and are described in detail in Appendix C of the Atlantic Center for the Environment report, but are not registered Critical Areas. Sand beaches on lakes are considered unusual features in Maine, especially those in good condition.

4. Waterfall (Holeb Falls)

The "waterfall" is Holeb Falls on the Moose River in the southwest corner of the Township. It is a registered Critical Area, which implies voluntary protection by the land owner. Ownership of the land around the Falls is primarily the State of Maine. In 1990 Lowell and Company received a permit to reconstruct a couple of cabins near to the Falls because of their deteriorating condition.

5. Fossil Sites

The *Geology of the Attean Quadrangle, Somerset County, Maine*, Geological Survey Bulletin 1297 by Albee and Boudette, notes the location of several fossil sites in this area. One of those sites is on Lowell and Company's ownership on the N.W. slopes of Sally Mountain, S.E. of Mud Pond. The exact location of this site can be found by referencing the above publication which is in the Commission's public hearing record of this proceeding. Within this publication this site is referenced on page 44 as site# BA-894. The fossils at this site include those of corals, brachiopods, and gastropods.

SECTION I.M EXISTING CONSERVATION EASEMENTS

Prior to Lowell and Company's purchase of the property, the Coburns put conservation easements in place to protect scenic values on and around Attean Pond. The easements are held by the Forest Society of Maine and are described here (for a graphic representation of the conservation areas, see Map No. I-F).

There are a few general restrictions which apply throughout Attean Township, as well as specific restrictions in three areas within the Lowell and Company ownership. The three conservation areas are the Attean Pond Shore Area, the Slopes Area, and the Moose River and Portage Trail.

General Restrictions Throughout Attean Township:

1. No structure may be built that is visible from Attean Pond, its islands, the Attean Pond Shore Area, or from the Moose River.
2. No aircraft facilities are permitted, beyond moorings or docks for single or two engine float planes.
3. Mining and drilling are also severely restricted beyond preliminary exploration at the surface.

Attean Pond Shore:

The Attean Pond Shore conservations easement extends along the entire shoreline of Attean Pond within the Lowell and Company property: approximately twelve miles. On the northern shore, it runs, from east to west, from the point at which Thompson Brook meets the Moose River, to the point where the Canadian Pacific Railway crosses the Lost Pond outlet. Between these two points, the easement includes the area from the Attean shoreline to a line running parallel with the railroad bed, 300 feet to the north. It also includes the rest of the land between the Attean Pond shore and the outlet of Lost Pond, and 300 feet south of the southern shore of Attean.

Within this area, no man-made changes or improvements are permitted, with the following exceptions:

1. Two cabins may be built on separate sites, one on the north shore and one on the south shore. These sites:
 - a. may not exceed three acres in size or extend more than 350 feet in depth from the normal high water mark of Attean Pond.
 - b. Only one single-family dwelling with out-buildings may be built on each parcel, provided that they are of stone or have natural wood siding, that they are rustic in appearance, and do not have exterior lighting that can be seen from the pond.
 - c. The two sites may be sold or leased with the right to take dead or fallen trees from the abutting land for firewood.

2. Improvements are permitted twenty-five feet on either side of the Canadian Pacific Railroad bed for the operations of the Railway or adaptation of the roadbed to other forms of transportation.
3. The construction of a single haul road is permitted through the 300 foot strip north of the railroad bed. This road may only be used for timber harvesting activities, and cannot be more than 45 feet wide.
4. The development of a timber yard is allowed, no larger than 3 acres in size, to the north of the railroad bed and east of the Slopes Area. A haul road running north from the yard may also be constructed.
5. The use, alteration and replacement of the existing cabin on a 2.4-acre site at Hodgeman Beach, that meets the same criteria set for the other Attean cabin sites.

Slopes Area

Generally, the Slopes Area covers the northeastern, southeastern, and southern slopes of Sally Mountain and the northern slope of Attean Mountain.

The northeastern section of the Slope Area begins at Wood Stream and runs along Wood Pond, parallel to the pond's shore, 500 feet back from the water. The northern border of the Slopes Area also begins at Wood Stream, extends along the ridge of Sally Mountain and ends at a point northeast of Lost Pond. The land in conservation averages approximately 3000 feet wide from the ridge down the slope, and the western half runs to the northern boundary of the Attean Pond Shore Area. The area east of Lost Pond, its outlet, and the Canadian Pacific Railway is also restricted.

Finally, the Attean Mountain Slope Area extends from the Mountain's ridge to the Shore Area, between the point where the railroad crosses the Portage Trail, to a point on a logging road 1800 feet south of the cove in Attean Pond which is just east of the Narrows.

Within the Slopes Area, the only activities permitted are as follows:

1. any activity which does not involve the use of motorized equipment,
2. small sand and gravel excavations, and
3. limited timber harvesting.

Gravel pits and timber harvesting are subject to the following restrictions:

Clearcuts

- a. No clearcuts are permitted. A clearcut is defined as an area larger than one acre, in which the remaining trees, whose stems are 6" or larger, have a combined base area of less than 30 square feet.
- b. Clearcuts larger than one half acre are prohibited if they are within 200 feet of another clearcut or within 500 feet of a timber yard, haul road, or gravel pit.

Timber yards

- a. No timber yards are permitted in the eastern half of the Sally Mountain Slopes Area.
- b. All timber yards must be located at the lowest elevation feasible.
- c. No timber yard may be larger than 2 acres.
- d. No timber yard may be closer than 500 feet to a clearcut or gravel pit.

Haul Roads

- a. No haul roads may be located in the eastern half of the Sally Mountain Slopes Area.
- b. All haul roads must be located at the lowest elevation feasible.
- c. No right-of-way for a haul road may be wider than 35 feet except for one haul road on the southwesterly slope of Sally Mountain and two haul roads on the north and northeasterly slopes of Attean Mountain. The rights-of-way for these roads may not wider than 45 feet.

Sand and Gravel Pits

- a. Any excavation site may not be greater than 1.5 acres,
- b. may not be located within 500 feet of another pit, clearcut, or timber yard, and
- c. the sand and gravel must be used only within the Slopes Area or in the area southeast of Sally Mountain.

Moose River and Portage Trail Restrictions

No timber harvesting is allowed within 250 feet of the Moose River between Attean Pond and Holeb Falls, and no structures are permitted except for the two existing cabins at the north shore camping area.

Buildings and timber harvesting are also prohibited within 100 feet of the Portage Trail that runs from the west end of Attean Pond to the east end of Holeb Pond.

I.N EXISTING ZONING

The Lowell and Company ownership is subject to the zoning of the Maine Land Use Regulation Commission (LURC). Currently, there are nine kinds of zones which overlay the property. The standards of the existing zoning served as guidelines in the development of the proposed Concept Plan. A discussion of each zone as it applies to the Lowell and Company property follows (see Map No. I-G for the location of the zone boundaries).

M-GN: General Management Subdistrict This is the dominant zone on the ownership. Its purpose is to allow forestry activities to occur with minimal interference from unrelated development in areas where special protection is not necessary.

P-RR: Recreation Protection Subdistrict A large block of the Lowell and Company ownership around the Benjamin Valley lakes has been zoned P-RR. Also designated P-RR is the Sally Mountain trail, the Moose River portage trail between Attean and Holeb Ponds and along the Moose River on the south boundary of the property. The purpose of this subdistrict is to protect unusually significant recreation activities and their natural environment (such as remote ponds) by preventing development and intensive recreational uses.

P-GP: Great Pond Protection Subdistrict This zone extends 250 feet horizontal distance back from the normal high water mark of all Great Ponds (over 10 acres in size). This also includes most of the islands on the Lowell and Company ownership, excluding the interior of Hog Island in Wood Pond, and Birch Island in Attean Pond. The purpose of this zone is to regulate residential and recreational development on Great Ponds to protect water quality, recreation potential, fishery habitat or scenic character. Single family detached dwelling units are allowed by permit. Timber harvesting is permitted following specified standards.

P-AL: Accessible Lake Protection Subdistrict This zone extends 500 feet from the normal high water mark of a Management Class 2 lakes (accessible, undeveloped, high value). On the Lowell and Company ownership, it is a second 250 foot zone behind the P-GP zone around the shore of Attean Pond. The purpose of the subdistrict is to maintain and protect the existing natural resources around Management Class 2 lakes. Development is restricted but timber harvesting is not regulated beyond the standards for a P-GP district.

P-SL: Shoreland Protection Subdistrict This Subdistrict is divided into two categories: P-SL1 extends 250 feet from flowing waters downstream from the point where such waters drain 50 square miles or more, and P-SL2 extends 75 feet from streams upstream from the point where they drain 50 square miles or more, wetlands zoned P-WL and certain standing bodies of water less than 10 acres in size. In Attean Township, most of the streams running off the mountains are P-SL2. Also designated P-SL2 are Wood Stream, Benjamin Brook, and areas around some wetlands. The Moose River, between Attean and Wood Pond, is P-SL1. The purpose of the P-SL subdistricts is to regulate certain land use activities to maintain water quality, plant, fish and wildlife habitat, and to protect and enhance scenic and recreational opportunities. Forest management activities are allowed without a permit provided they meet certain standards. Single family dwellings require a permit.

P-WL: Wetlands Protection Subdistrict This subdistrict encompasses all areas enclosed by the normal high water mark of flowing and standing waters, and wetlands 10 acres or larger designated thus by LURC. On the Lowell and Company ownership, P-WL zones are found in the southwest corner of the property associated with a stream that flows into the Moose River; around Lost Pond, Long Pond and an unnamed pond in the Benjamin Valley; around the outlets of Benjamin Brook and Wood Stream into Mud Pond; and in the northeast section of the ownership north of Hog Island. The purpose of the subdistrict is to conserve wetlands in essentially their natural state. No development is permitted.

P-SG: Soils and Geology Protection Subdistrict This subdistrict includes areas of 10 acres or more which have average slopes greater than 60 percent or unstable soil which may be subject to accelerated erosion or mass movement. The purpose of this zone is to protect those areas which could cause public danger. There are three such zones on the Lowell and Company ownership. The one on Attean Mountain is a strip of steep slopes along the south side just below the summit of the easternmost peak. The other two are on Sally Mountain near the southernmost peak above the narrows on Attean Pond; one is south of the peak at about the 1600 foot level. Timber harvesting is allowed by permit in this subdistrict, but dwellings are not permitted. Both of the Sally Mountain zones are subject to the "Slopes Area" deed restrictions which affect timber harvesting and development. The Attean Mountain P-SG zone is just outside the "Slopes Area" restriction.

D-GN: General Development Subdistrict This subdistrict encompasses areas which meet the criteria for patterns of existing development. One area that is zoned D-GN is Birch Island on Attean Pond. There are two other D-GN subdistricts in the vicinity of Lowell and Company's ownership. They are the Fox Camps on the north shore of Little Big Wood Pond, and the east side of the Moose River inlet in Jackman.

Adjacent Zoning Districts

As mentioned in the D-GN description, there are three D-GN zones in the vicinity of Lowell and Company's property: Birch Island on Attean Pond, the Fox Camps on Little Big Wood Pond, and the east shore of the Moose River inlet in Jackman.

There are also two P-WL and P-FW zones on the north shore of Little Big Wood Pond.

The Great Northern Paper, Inc. land between Wood Stream and Wood Pond is zoned M-GN.

The land around No. 5 Bog is zoned P-WL.

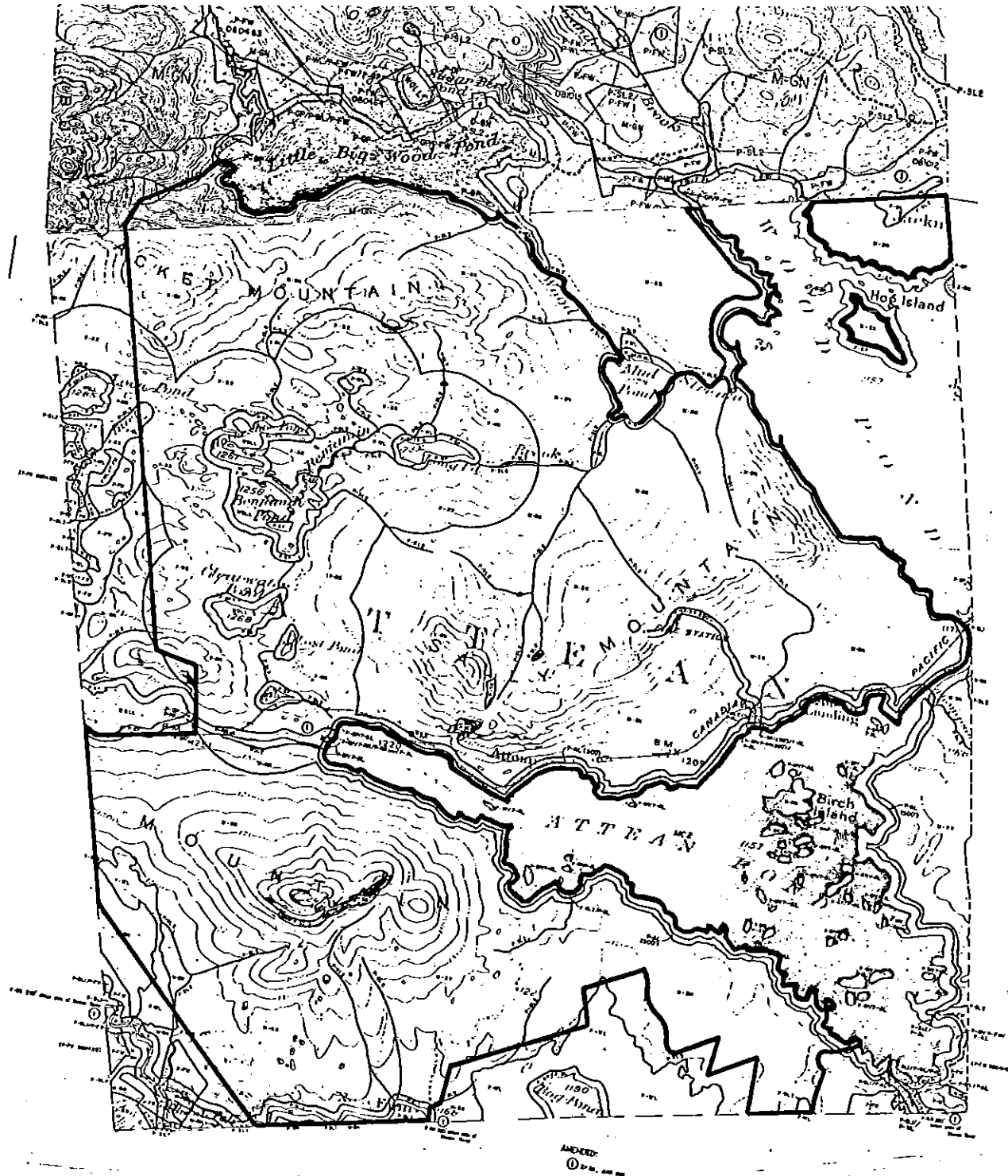
The area around and south of Loon Pond (west of the Benjamin Valley), the land is a complicated mix of P-WL and P-FW.

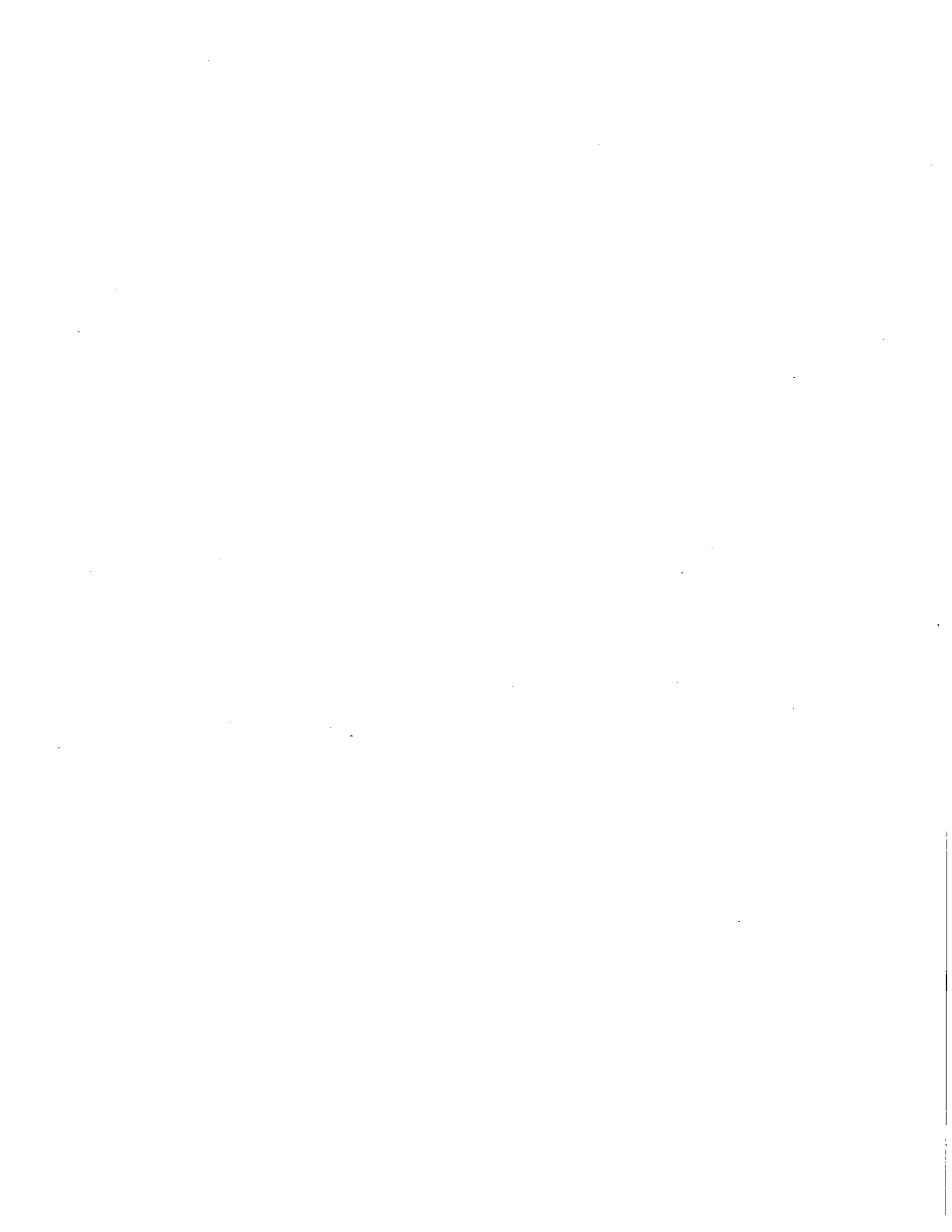
The southeast corner of Dennistown Plantation is zoned P-FW.

Existing Zoning

Map No.
I - G

- D-GN General Development Subdistrict
- M-GN General Management Subdistrict
- P-AL Accessible Lake Protection Subdistrict
- P-FW Fish and Wildlife Protection Subdistrict
- P-GP Great Pond Protection Subdistrict
- P-RR Recreation Protection Subdistrict
- P-SL Shoreland Protection Subdistrict
- P-WL Wetland Protection Subdistrict
- WQLL Water Quality Limiting Lake





PART II. THE CONCEPT PLAN

A. Duration of Plan

The provisions of this Plan shall apply for 30 years from July 1, 1993, following approval of the Plan by the Commission except that:

1. The conservation easements shall apply in perpetuity and will be committed, according to the schedule described hereafter; and
2. The Attean and Moose River shorefront property shall be permanently donated in fee to the State as hereinafter described.

Prior to its expiration, the Plan may be renewed and extended in accordance with Section 10.16,F of the Commission's Land Use Districts and Standards upon approval of the Commission and the landowner(s). The landowner(s) must provide the Commission with written notice of whether they intend to extend or renew the Plan one (1) year prior to the expiration of this Plan. If the Plan is proposed for renewal, the renewed Plan must be substantially complete and submitted to the Commission six (6) months prior to the current Plan's expiration date. If the landowner(s) or the Commission do not wish to renew the Plan, or cannot agree upon the terms of a renewal, the Commission will, in conformity with its Comprehensive Land Use Plan, statutes, and standards, designate appropriate zoning subdistricts for those areas encompassed by this Plan to become effective upon expiration of this Plan.

B. Limitation

It is understood and agreed that by entering into this Concept Plan any modification or variation from rules or standards that otherwise would have applied or development occurring as a result of this Plan may not be used to justify or support a subsequent rezoning, to meet adjacency requirements, or to otherwise change the zoning on property either within or outside the area subject to the Plan either during or upon expiration of the Plan.

In the event that this Plan is terminated following the 30 year period, all transactions initiated as a component of the Plan, including without limitation, the granting of conservation easements or restrictive covenants on subdivided land will continue to apply to the extent that they are covered by legal contract, deed or deed covenants, permit or other legal requirements. Approval of development for which corresponding easements have not been conveyed under the terms of this Plan (see Section II.G.3 herein) shall lapse upon expiration of this Plan.

In filing this Concept Plan proposal, Lowell and Company agrees to not sell, lease or otherwise transfer land proposed for inclusion in the Plan (other than the five leased lots on which negotiations for sale are currently ongoing), pending a final decision on the Plan by the Maine Land Use Regulation Commission and provided such decision is reached before July 1, 1993.

C. Parties

The parties to this Plan are:

1. The Maine Land Use Regulation Commission ("Commission" or "LURC"); and
2. Lowell and Company Timber Associates ("Lowell and Company"), a limited partnership with offices in Boston, Massachusetts and Jackman, Maine.

This Plan, including without limitation, conservation easement restrictions and limitations resulting therefrom, shall be binding upon Lowell and Company, its successors and assigns and upon the Maine Land Use Regulation Commission.

D. Area to be Included

The area to be included in this Plan comprises the entire Lowell and Company ownership including existing leased lots in Attean Township and Dennistown Plantation (Plan Area) as of the effective date of approval of this Plan. This property comprises 17,060 acres more or less, as depicted on Map II-A.

Certain small parcels within this land parcel are not in the ownership. They are: a shorefront parcel of 2.4 acres on the southwest shore of Attean near a sand beach; the islands in Benjamin Pond; all the islands in Wood Pond, except Hog Island; and all the islands in Attean Pond.

The Canadian Pacific Railroad right-of-way bisects the property.

The extent of lake shorefront owned and included in this Plan is shown in the table below. Altogether the ownership includes 184,330 feet (34.9 miles) of shore on eleven ponds. Another 18,900 feet of shorefront land lies on either side of the Moose River at the southwest corner of the property, and 3600 feet lies along the Moose River between Attean and wood Ponds. 8,400 feet of Lowell property lies along one bank of Wood Stream which connects Little Big Wood, Mud and Wood Ponds.

TABLE OF SHOREFRONT ON PONDS IN THE PLAN AREA

| Pond | Shorefront Feet Owned | Shorefront Miles Owned |
|----------------------------------|-----------------------|------------------------|
| Attean Pond | 63,500 | 12.03 |
| Wood Pond (including Hog Island) | 46,870 | 8.88 |
| Little Big Wood Pond | 15,360 | 2.91 |
| Mud Pond | 5,810 | 1.10 |
| Benjamin Pond | 52,790 | 10.00 |
| Horseshoe Pond | | |
| Clearwater Pond | | |
| Long Pond | | |
| Railroad Pond | | |
| Lost Pond | | |
| Un-named Pond (on Burnt Jacket) | | |
| Un-named Pond (on Burnt Jacket) | | |
| TOTAL | 184,330 feet | 34.91 miles |

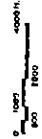
(Note: This represents about 0.5% of the total lake shoreline in the Commission's jurisdiction.)

**A Concept Plan for
Lowell & Co.
Timber Associates**

Prepared by Maine Tomorrow
Hallowell, Maine



Map No.
II - A



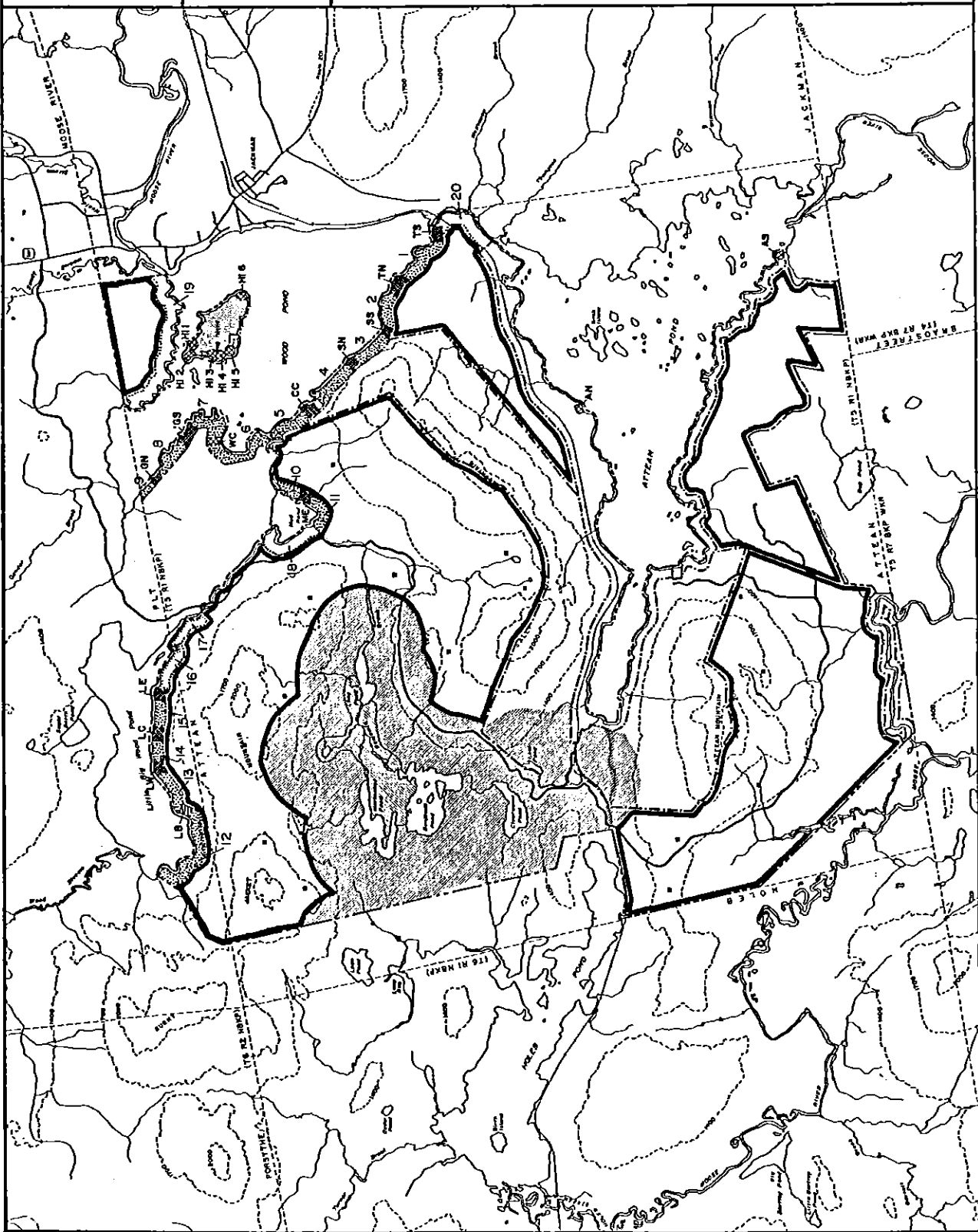
Concept Plan
July 1973

Development

- Cabin on forest lot (to be sold)
- Hide-out cabin (to be retained by owner)
- Trunk road
- Development site for single cabin (for sale or lease)
- Development site for cluster of cabins (for sale or lease)
- Peak country cabin (possible site) (for sale or lease)
- Campground (non-commercial) (retained by owner)

Conservation

- Alluvial Scarp Element
- Alluvial and Moose River Scarp Element
- Alluvial and Moose River Scarp Element (downed to State)
- Penjicutt Valley Observation Area (includes Alluvial/Hide-out through Trunk) (non-retention element)
- Penjicutt Valley Ecological Preserve (non-retention element)
- Scarp Element (non-retention element)
- Land in Conservation (20-year retention)
- Retention or 20-year Conservation
- No Development (dead restrictions)
- Peak-country Area (not subject to retention)



E. Existing Development in the Plan Area

There are 9 existing cabins in the Plan Area; two, at Holeb Falls, are log cabins available for public use; the land surrounding six of the other cabins is leased to the nominal "owners" by Lowell and Company. Plans are underway to offer to sell some of these individuals property they currently lease.

| <u>Name of Lessee or Cabin</u> | <u>Planned Resolution</u> |
|--|---|
| Phillips (on south side of Hog Island) | <ul style="list-style-type: none">- Offer Phillips first opportunity to purchase all or, at Lowell and Company's option, some of Hog Island.- Set strict limits on future improvements regarding size, materials and clearing. |
| Gourde (West End Wood Pond) | <ul style="list-style-type: none">- 2.4 acre lot to be sold, as part of cluster, with cluster type restrictions on cabin size, materials and clearing.- Approval of this lot may be given by Commission upon or after effective date of this Plan without the necessity of subdivision approval of entire cluster. |
| Murphy* (S.E. shore of Little Big Wood Pond) | <ul style="list-style-type: none">- 1.0 acre lot with 200' lake frontage to be sold on condition existing camp is removed and any new cabin meets Plan requirements and LURC rules. |
| Champagne* and Corriveau* (South shore of Wood Pond, below Sally Mountain) | <ul style="list-style-type: none">- Both 1.0 acre lots to be sold with restrictions on future improvements.- Must landscape and vegetate slopes toward Pond and meet other restrictions. |
| Unnamed Cabin Little Big Wood (west) | <ul style="list-style-type: none">- Currently subject to 5 year lease, renewable annually, at which time (1996) lease is terminated and cabin removed. |
| Unnamed Cabin Notch site, Attean | <ul style="list-style-type: none">- May be offered for sale, or lease on annual basis, as one of 15 "back-country" buildings, on a 1.0 acre site. |
| Holeb Falls* Log Cabins | <ul style="list-style-type: none">- These two old log cabin/shelters have been restored (under a LURC permit) by Lowell and Company and are available to the public for intermittent recreational use. They are on the Moose River Bow trip canoe route portage trail near Holeb Falls. They will <u>not</u> be sold or be available for private use. |

Note: All cabin sites are shown on Map II-A.

* Note: Each of these cabins has 200 feet of shorefrontage associated with it.

F. Proposed Development

1. General Provisions

Lowell and Company proposes to create:

- 65 lots, within 500 feet of the shore, 56 of which will be in clusters;
- 15 back-country (non-shorefront) lots of 1 acre each (one of the back-country buildings anticipated for these lots already exists); and
- 2 shorefront campground areas, one 5 acres and one 2 acres.

Altogether, these development parcels comprise 121.0 acres or 0.71% of the Plan Area. Protected shorefrontage in front of these development parcels comprises 15,250 feet or 8.3% of the lake shorefront in the ownership. The Table on the next page describes the characteristics of each site and references the sites to the Concept Plan (see Map 11-A).

The 65 lots will, on average, have 218 +/- feet of protected frontage; however some single lots will have up to 900 feet of shorefront while others, in the cluster development areas, will have less than 200 feet per unit so as to limit the extent of development and increase the shorefrontage devoted to conservation.

Upon approval of this Plan by the Commission, rezoning of the Plan Area or a portion of the Plan Area to a development subdistrict to effect the authorized development will not be required by the Commission. No lot may be sold, leased or developed (other than those with existing development) without first obtaining a subdivision permit for the Plan Area. All dimensional, septic systems, soils and other development requirements apply as provided in LURC regulations in effect at the time of acceptance of permit application.

For a period of 5 years from the effective date of this Plan, Lowell and Company will not sell, lease, transfer or develop lots for cabins on Little Big Wood Pond (except the Murphy lot), except that the area comprising the lots may be conveyed for conservation purposes. The proposed campground is exempt from this provision.

Lowell and Company may choose not to proceed with the development contemplated under this Plan following approval. Should these development opportunities not be exercised during the life of this Plan, Lowell and Company is not obligated to set in place those conservation mechanisms which are linked to a particular development as further described in Part III.C: Phasing of Development and Conservation. All other conservation measures apply and must be implemented regardless of the extent of development by Lowell and Company.

TABLE II-1 TABLE OF PROPOSED DEVELOPMENT¹

| Area | Map Symbol ² | Development Type | Development Site Acres ³ | Shorefront Feet ⁴ (Lineal) | Shorefront Feet ⁵ (Actual) | Units | |
|------------------------------|-------------------------|------------------|-------------------------------------|---------------------------------------|---------------------------------------|----------|-----|
| Wood Pond | HI | Hog Island | Cabins w/power and septic | 12.8 | 4,210 | 4,590 | 6 |
| | GN | Gourde (North) | Remote cabins | 7.6 | 720 | 740 | 5 |
| | GS | Gourde (South) | Remote cabins | 10.3 | 900 | 990 | 6 |
| | WC | Wood Cove | Single remote cabins | 2.8 | 200 | 220 | 1 |
| | CC | Champagne | Remote cabins | 6.5 | 570 | 690 | 4 |
| | SN | Sally (North) | Two remote cabins | 4.3 | 400 | 400 | 2 |
| | SS | Sally (South) | Remote cabins | 7.3 | 450 | 450 | 6 |
| | TN | Trestle (North) | Remote cabins | 10.0 | 800 | 900 | 10 |
| | TS | Trestle (South) | Remote cabins | 6.3 | 550 | 550 | 5 |
| TOTAL | | | 67.9 | 8,800 | 9,530 | 45 | |
| Mud Pond | ME | East Shore | Remote cabins | 5.8 | 500 | 500 | 2 |
| Little Big Wood | LW | West | Remote cabins | 6.6 | 550 | 550 | 5 |
| | LC | Central | Remote cabins | 6.1 | 550 | 550 | 6 |
| | LE | East | Remote cabins | 6.0 | 550 | 550 | 5 |
| | LB | Beach | Campground | 5.6 | 500 | 500 | 16 |
| TOTAL | | | 24.3 | 2,150 | 2,150 | 16 | |
| Attean Pond | AN | North shore | One cabin with septic | 3.0 | 450 | 450 | 1 |
| | AS | South shore | One cabin with septic | 3.0 | 800 | 900 | 1/2 |
| TOTAL | | | 6.0 | 1,250 | 1,350 | 2 | |
| Back Country | BC | Various sites | Back-country buildings ⁶ | 15.0 | N/A | 15 | |
| Wood & Mud Ponds/Wood Stream | CH | Chewonki | Campground ⁶ | 2.0 | 200 | ? | - |
| TOTAL | | | 121.0 | 12,900 | 13,530 | 80+CH+LB | |

NOTES:

- Does not include existing development. All proposed development is set back from the shore at least 100 feet, with the immediate shorefront held (in common) by the lot owner(s) and protected from development by easement. The shorefront figures reflect the amount of development as if the area fronted directly on the ponds.
- Please refer to Map II-A to determine the location of each development site.
- A development site may contain from 1 to 10 parcels; a development site may be subdivided, subject to LURC approval; most development sites are 500 feet deep except that the area along the shore for 100 feet back shall be placed under a conservation easement, and cannot be built on.
- Shorefront measured in straight lines, as set forth in Section 10.17,B,1,b of the Commission's Land Use Districts and Standards.
- Shorefront measured along shoreline as depicted on map.
- The actual sites will be determined during the permitting process for individual lots or subdivision.

2. Specific Development Provisions

All development will be regulated by the Commission subject to the provisions of Part III of this Plan and of the Commission's *Land Use Districts and Standards*. In addition to the applicable standards of the Commission, the following is a description of the specific provisions Lowell and Company intends to implement to insure appropriate, low-impact development within development sites.

- a. For All Sites Within the Plan Area (including those with existing structures):
- All sites are to be accessible by boat, foot (or snowmobile) only; (an exception will be made for bringing in building materials only for a limited period to facilitate construction of approved structures, which following issuance of a permit for construction, may be brought in on motorized vehicles on existing trails).
 - Strict vegetative clearing standards that parallel or are more stringent than LURC's standards will apply.
 - All new structures are to be set back at least 100 feet from the high water mark; most will be set back further.
 - As further specified below, all building on all sites will be subject to restrictions on materials, building size (footprint), color and use of reflective materials.
 - With the exception of the back-country sites (see Section e. below), all structures shall have a maximum building height of 20'.
 - No structure may be used as a permanent or primary residence.
 - No exterior lights are allowed.
 - All buildings shall be maintained in a neat and attractive manner, and in good repair.
 - All new or replacement chimneys must be of brick or tile construction or stove pipe installed and maintained under the applicable building fire codes.
 - All new or replacement exterior roofing materials must be of non-combustible material and are to be a dark, natural looking color; black, brown and charcoal grey are preferred. All exterior materials, including window frames, trim, chimneys and screen doors, are to be unobtrusive in color and texture, shall be a dark color and shall not be reflective.
 - No structure of a temporary character, trailer, basement, shack, garage, or other outbuilding shall be used at any time as a residence or other habitation.
 - Trash, garbage, or other waste shall be kept in sanitary containers and the site shall not be used as a dumping ground for waste disposal. All trash, garbage or other waste shall be removed at the end of each period of use or more often, if necessary, and transported off-site.
 - The following are not permitted: audio equipment (except equipment used indoors); outside storage or placement of machines or equipment, which are not in usable condition; and metal, vinyl or plastic siding for structures.
 - No permanent dock is to be built; however a temporary (seasonal) dock is permitted provided it meets applicable State standards and, in the case of cluster sites is shared with others within the cluster.

- Finally, Lowell and Company or its representative will notify all purchasers or lessees of Lowell and Company's intent to actively manage the forest resources in the Plan Area, excluding the development sites and certain protected areas, on a sustained yield basis while allowing for limited development, public recreation and natural resource conservation. It is Lowell and Company's intent to maintain a "working forest" in Attean Township that is a model of responsible, multiple use management.
- b. For Hog Island Sites:
- Total building footprint (total area occupied by the dwelling and its accessory structures at each site) for each of the six sites or lots proposed is limited to 1,200 square feet; the total footprint on the lot with existing buildings may be increased up to 30% from their present size.
 - Total lot size will be between 1.75 to 5 acres depending on site conditions.
 - Septic systems and subsurface disposal may be permitted, depending on soil suitability.
 - Utility power lines are to be hidden from view from the lake.
 - All undeveloped land including 5,910 feet of shorefront is to be held in common and undivided interest among the owners of the new lots. The existing lease holder may also (at his option) hold common interest in the undeveloped land.
 - Only one, seasonal dock per lot is permitted.
- c. For Attean Pond Sites (one on southeast shore and one on the north shore):
- Lot size is limited to a maximum of 3 acres.
 - Total building footprint (total area occupied by the dwelling and its accessory structures at each site) is limited to 1,400 square feet per lot and each principal structure is to be a rustic, single family, seasonal dwelling for non-commercial use.
 - Septic systems and subsurface waste disposal may be permitted, depending on soil suitability.
 - No off-site utility power is allowed but on-site solar electric power is permitted. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.
 - One, seasonal dock at each site is permitted.
- d. For All Other Shore Sites (on Wood, Mud and Little Big Wood Ponds):
- Lot size within each development site will vary and may be less than 1/2 acre in some cases in order to cluster units, create common shorefrontage and select the best individual building sites.
 - Total building footprint (total area occupied by the dwelling and its accessory structures at each site) is limited to 700 square feet per lot.
 - Only seasonal cabins or commercial sporting camps are permitted.
 - No septic or other subsurface systems for disposal of black water is permitted; outhouses (privies) or State-accepted alternative toilets may be permitted along with gravity feed gray-waste disposal systems.

- No off-site utility power is allowed but on-site solar electric power is permitted. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.
 - All lot owners/lessees will have rights to use the common shoreland and any other common land in the Plan Area, as limited by deed or easement covenants.
 - Each development cluster may have up to two common, seasonal docks; except that site TN (Trestle/North) may have 3 such docks.
- e. For Back-country Sites: (Note: the sites identified on the Plan (Map II-A) are not necessarily the final site locations; Lowell and Company will retain the right to select alternative sites, subject to the limitations set forth in v. below, and subject to Commission approval.)

Further:

- i. each site shall be located in consultation with the LURC staff, provided such consultation is completed within a reasonable time period, prior to the approval of a permit for the site development;
- ii. up to three buildings may be clustered within close proximity of each other, subject to the limitations set forth in v. below;
- iii. the building envelopes must meet applicable setback requirements and other applicable lawful standards;
- iv. all lease or sale agreements conveying the back-country lots or structures shall contain the following stipulations, which are also to be incorporated into the terms and conditions of any LURC permit:
 - no back-country lot may be expanded in size or divided;
 - forest management activities, including harvesting, may occur on the land adjacent to any back-country lot;
 - the total area occupied by the dwelling and its accessory structures at each site may not exceed the total 350 square foot (footprint) limit; and
 - access to the site is limited to foot or snowmobile only; no wheeled access is permitted;
- v. the number of back-country units in any one of four areas (which comprise a total of about 6,000 acres within the Plan Area where such units are allowed) will be limited according to the following table; this limitation allows some flexibility in location of the units by specifying the number of units permitted in any one area but limits the total number of back-country units to no more than 15; it also prohibits units in the 1,000 +/- acre area described below as Area V.

| Description of Area (see Map II-AA) | Maximum Units Permitted |
|---|----------------------------|
| I. Burnt Jacket and the NW slopes of Sally Mountain | 10 |
| II. Attean Mountain (south of the RR tracks and north of the Moose River) | 6 |

| | |
|--|---|
| III. Lower slopes of Sally Mountain (between Wood Pond and Attean Pond) | 2 |
| IV. The Northeast corner of the ownership | 2 |
| V. Between the Bog Pond property line and the S. shore of Attean Pond (1000 +/- acres) | 0 |

- vi. some of the proposed back-country units may be for public use, private use, or for limited commercial recreational use in keeping with the intent of this Plan.
- vii. the actual location of each back-country unit shall be finally determined upon LURC approval of a permit (or subdivision permit) for that unit (or those units).
- viii. Finally, the following restrictions shall apply to all back-country lots:
 - Lot size shall be one +/- acre.
 - Total building footprint for the principal structure and all its accessory structures will be limited to 350 square feet per lot; maximum building height is 16'-0".
 - Only seasonal buildings will be permitted.
 - Only privies and gray water disposal systems are permitted in accordance with the Maine State Plumbing Code.
 - Only a gravity feed or hand pumped water supply is allowed.
 - No off-site utility power is permitted; however solar electric systems are allowable. Generators with a maximum sound level of 70 decibels at 7.7 yards are allowed provided they are enclosed in a structure or box so as to further reduce their sound level.
- f. Campground Site (on southwest shore of Little Big Wood near the existing sand beach):
 - The lot size will occupy 5 acres or less.
 - The only structures permitted are a storage building, privies, tent platforms and other structures normally associated with a campground such as picnic tables and fire rings. The number of camp sites will be limited in keeping with the intent of this Plan.
- g. Campground Site for the exclusive use of the easement holder (in the vicinity of Mud Pond, Wood Stream and Wood Cove on Wood Pond):
 - The lot will occupy no more than 2 acres.
 - The only structures permitted will be canvas tents or yurts, privies (sited on suitable soils), tent platforms and other amenities normally associated with a campground such as picnic tables and fire-rings.
 - The camping structures will be set back and screened from the water.
 - The campground will be designed to accommodate groups of up to 12 people.

G. Proposed Conservation

1. Transfer of Shorefront Areas on Attean Pond and Moose River to State

On or about July 1, 1993 following approval of this Plan, Lowell and Company will offer to the State of Maine, Bureau of Public Lands, at no cost and subject to no material liens, encumbrances or title defects, title in fee simple to two portions of the Plan Area:

- a. The entire shorefront of Attean Pond, excluding two three-acre parcels designated herein for development, comprising approximately 11.9 miles and being 300 +/- feet deep, on the south and west shore, and of greater depth on the north shore to the depth of the current conservation easement held by the Forest Society of Maine. The bounds of this parcel are shown on Map II-B. This parcel remains subject to, upon transfer to the State, conservation easements which prevent development and timber harvesting. Transfer of the parcel to the State is subject to a right of access to Lowell and Company to cross and recross the parcel and build access roads within the parcel for the sole purpose of managing their land to the north and for removing wood products; and the State and the Forest Society of Maine reaching agreement on the terms of the existing easement.
- b. The shore land on both sides of the Moose River and the river bed extending about 8,200 feet east of Holeb Falls (except for a portion of shorefront on the north side of the River, near Holeb Falls, and in front of the two existing restored log cabins, measuring 1200 feet). This property includes the bed of the Moose River and the area 250 feet deep, measured from the normal high water mark of each side of the River. The bounds of this parcel to be conveyed are shown on Map II-B. Transfer of this parcel to the State shall include a deed covenant prohibiting development and timber harvesting; and is subject to the State and the Forest Society of Maine reaching agreement on the terms of the existing easement.
- c. Whereas, Lowell and Company has assisted in managing and monitoring land use and recreational activities on the Attean Pond and Moose River parcels in the past, Lowell and Company will continue to contribute to this cooperative effort with the Bureau by donating to the State the sum of \$750 per year, each year for 5 years, beginning upon transfer of the parcels to the State, to partially offset the land management costs.

2. In Perpetuity Protection in the Benjamin Valley

- a. Benjamin Valley Ecological Preserve: On or about July 1, 1993, following approval of this Plan, Lowell and Company will grant a conservation easement (see draft easement in Part III of this Plan) to The Chewonki Foundation, an entity entitled to hold such easements under 33 MRSA Section 476 *et seq.*, on approximately 330 acres of property between Benjamin Pond, Horseshoe Pond, Long Pond and an unnamed pond to the north. The purpose of the easement is to conserve this parcel (as depicted on Map II-C) for scientific research; under the easement no development or timber harvesting is to be permitted; existing primitive camp sites may remain.

The Benjamin Valley Ecological Preserve is to be set aside as an area suitable for scientific research because it is remote and contains a diversity of plant life and habitat. The special quality of the Valley itself has been described by the Department of Inland Fisheries and Wildlife in public testimony (see pages 89-93 of the record of public hearing proceedings). The Preserve status adds long-term protection of the area beyond Commission zoning and serves to protect about 170 acres of wetlands and bogs and 160 acres of red pine and other northern softwood (spruce/fir) species. The 70 year old pine stand is predominant.

The area also offers diverse habitats for study and features spectacular, 40-foot high granite cliffs on Horseshoe Pond. Moose, bear, deer and beaver frequent the area. The Preserve is defined by three small ponds, including Horseshoe and Long Ponds, wetlands and the above-mentioned tree stands. Benjamin Stream, and a small tributary, bisect the Preserve.

- b. Benjamin Valley Remote Pond Conservation Area: On or about July 1, 1993, following approval of this Plan, Lowell and Company will grant a conservation easement (see draft easement in Part III of this Plan) to The Chewonki Foundation, an entity entitled to hold such easements under 33 MRSA Section 476 *et seq.*, on about 3,400 acres of land in the Benjamin Valley. The land subject to protection by the easement is depicted on Map II-D and comprises all the property within one-half mile of the shore of the seven remote ponds in the Valley excluding the Benjamin Valley Ecological Preserve, (see 2.a above), and excluding the Attean/Holeb Portage Trail, (see 2.c below). The easements will assure, in perpetuity, that the current LURC P-RR district standards apply and that public access to and through the area will continue to be allowed.
- c. Attean/Holeb Portage Trail: The Benjamin Valley Remote Pond Conservation Area surrounds the Attean/Holeb Portage Trail. Conservation easements for the trail are currently held by the Forest Society of Maine and will continue to be held by the Society. The land subject to protection is depicted on Map II-D; it extends from the west property line, along the portage trail, to the Attean fee land described in II.G.1.a above and is 200 feet wide (i.e. 100 feet on either side of the trail).

Further, Lowell and Company will, on or about July 1, 1993, following approval of this Plan, offer to grant to the State through its Bureau of Public Lands (or other appropriate entity), a right-of-way of an agreed width between the Attean and Holeb Ponds for the purpose of canoe portage. This conveyance shall not preclude Lowell and Company's right to cross and recross this area for any lawful purpose, including land management purposes. The right-of-way to be conveyed is depicted on Map II-D.

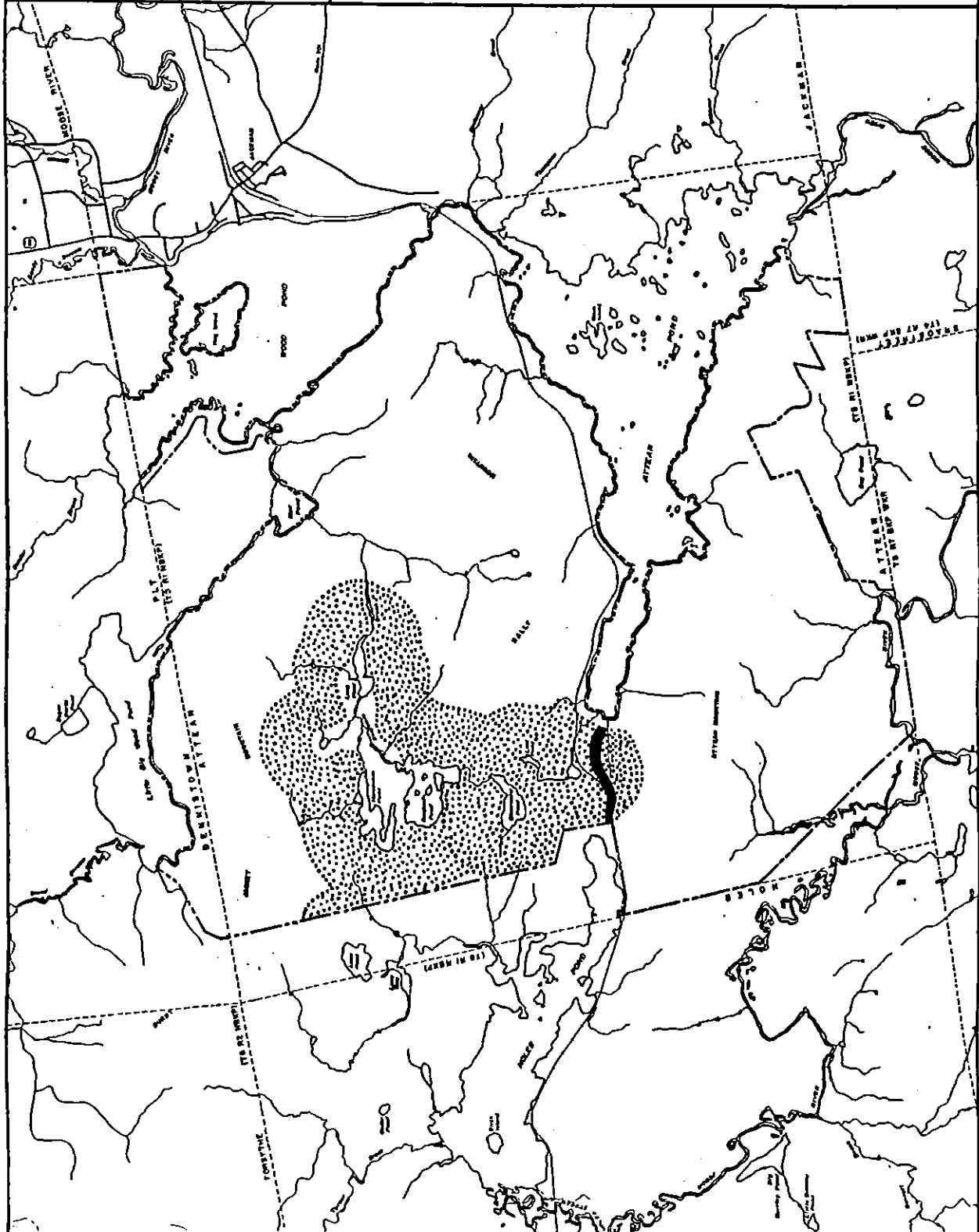
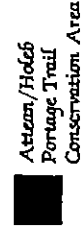
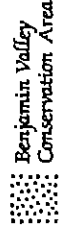
A Concept Plan for
Lowell & Co.
 Timber Associates
 Prepared by Maine Tomorrow
 Hallowell, Maine



Map No.
 II - D



Exhibit A
Benjamin Valley
Remote Pond
Conservation Area



3. In Perpetuity Shoreland Protection Area

Lowell and Company will grant conservation easements (see draft easement in Part III of this Plan) to the Chewonki Foundation, an entity entitled to hold such easements under 33 MRSA Section 476 et seq., on all shoreland on Wood, Little Big Wood and Mud Ponds, to a width of 500 feet from the normal high water mark or to 100 feet from the normal high water mark within the proposed development sites on these lakes. This area is shown on Map II-E. Altogether this shoreland is divided into 16 shoreland conservation areas. The transfer of easements on these conservation areas from Lowell and Company to the easement holder shall occur upon the sale or lease of adjacent areas where development is authorized as further described in Part III. Thus, upon the sale or lease of the first lot on a shoreland development site adjacent to any one of the easement areas, a conservation easement for the adjacent area will be transferred. (The sale or lease of one or all of the lots having an existing structure shall not require the conveyance of these easements.)

More specifically:

- on Wood Pond, the sale or lease of the first lot within any development cluster shall require the conservation easements on both sides of that cluster to be executed and conveyed; for example, when a lot is sold in cluster SN (Sally North), areas #3 and #4 (containing 1,470 feet and 2,700 feet respectively) will be placed in permanent conservation (refer to Map II-E);
- on Mud Pond, the conservation easement for all areas on Mud Pond proposed for permanent conservation shall be executed and conveyed upon the sale or lease of the first lot; and
- on Little Big Wood Pond, the first sale or lease of any lot in any cluster will require the execution and conveyance of conservation easements for permanent conservation of areas #12, #13, #14 and #15 (see Map II-E).

The total amount of shorefrontage on Wood, Mud and Little Big Wood Ponds for which perpetual conservation easements is proposed is 31,770 feet with an additional 4,000 feet if areas #16 and #17 are placed in conservation easements, pursuant to subsection 4. below.

4. No Further Development for the Life of the Plan

No development beyond that specifically authorized under sections F.1 and 2. above in the Plan Area is permitted for 30 years following the effective date of this Plan.

- a. This includes 9,480 feet of shoreland on Wood Pond, 3,180 feet on Mud Pond, and 4,000 feet on Little Big Wood Pond.

However, if the property owner of the remaining (north and east) shore of Little Big Wood Pond grants similar, perpetual conservation easements that, in the opinion of Lowell and Company, offer substantially equivalent protection to that shore as is achieved on Lowell and Company's ownership, then Lowell and Company will, within 6 months, place the 30 year conservation areas, areas #16 and #17 (4,000 feet) in permanent conservation, but will reserve the right to develop a boat launch and parking area, set back from the shore, within area #17. Such boat launch and parking area shall be subject to Commission approval.

Lowell and Company also reserves the right to develop a boat launch site and parking area, set back from the shore, within the 9,480 foot, 30 year conservation area on the northeast shore of Wood Pond, subject to Commission approval.

- b. This also includes the shoreland of the Moose River between Attean and Wood Ponds. This area extends from the existing Forest Society of Maine conservation easement area on

Attean Pond, 3,500 +/- feet northeast up to the so-called Trestle South (TS) cluster site in the Plan Area that is within 500 feet of the river.

5. Deed Covenants on Hog Island

All 84 +/- acres of land on Hog Island not specifically designated for development under this Plan, including 5,910 feet of shoreland, will be permanently conserved through deed covenant at time of conveyance of the lot(s) with no development permitted.

6. Other Conservation Measures

- a. Under this Plan, Lowell and Company agrees to continue to permit public access for hunting, trapping, fishing, limited snowmobiling, hiking and other primitive outdoor recreation activities. Other motorized vehicular access is prohibited except that Lowell and Company reserves for its self (and other future owners) motor vehicle access that is directly related to forest management activities within the Plan Area and for transporting building materials for a limited period for approved construction. No roads for development purposes may be constructed.
- b. Under this Plan, Lowell and Company agrees to continue to cooperate with the Bureau of Public Lands and/or other appropriate State agencies in the location of, and creation of, public hiking trails on the ownership that interconnect with trails on adjacent, publicly owned land.
- c. Lowell and Company is aware of the existence of a fossil site (as located on maps filed with the Maine Land Use Regulation Commission) on the N.W. slopes of Sally Mountain, southeast of Mud Pond; this area will not be selected as a back-country site for development.

7. Sustained Yield Forest Management

It is Lowell and Company's intent, under this Plan, to continue a forest management program that has as its goal, sustained timber yield, for the Plan Area, during and beyond the 30-year term of this Plan. To achieve this end the principles and standards for a sustained yield program are incorporated in this Plan (see Concept Plan Implementation, Part III.F) and this will be made part of the deeds for the ownership so that they apply under any and all ownership arrangements now and in the future.

The sustained yield management plan will in no way lessen the owner's obligation to abide by the Commission's, or other State or Federal timber harvesting rules and regulations.

H. Amendments

Upon mutual agreement of Lowell and Company and the Commission, this Resource Plan may be amended from time to time due to unforeseen circumstances. It is expected, however, that this Plan will provide for the long-term protection and management of the Plan Area. Should unforeseen circumstances arise, amendments may be proposed which the Commission determines are warranted and are in keeping with the purposes and intent of this Plan. Amendments may be proposed by those parties authorized to do so by law, including Lowell and Company, and shall be made in writing to the Commission and shall be subject to Commission review and approval in accordance with the Commission's lake concept plan provisions in its Comprehensive Plan and *Land Use Districts and Standards*. Amendments to the Plan shall be promptly filed in the Somerset County Registry of Deeds. Notice to abutters and the general public is required if amendments are proposed that would change the extent of development or the extent and placement of conservation measures. The conservation easements and any amendments to the easements within the Plan Area shall also require Commission approval.

I. Proposed Easement Holder

The proposed holder of all Conservation Easements proposed within this Plan is the Chewonki Foundation. The Chewonki Foundation is a non-profit, educational corporation organized and existing in Maine with offices in Wiscasset, Maine, and carries out land stewardship and conservation education throughout Maine. The Chewonki Foundation has agreed to accept the Conservation Easements with their limitations, terms and conditions. Any change in the holder of these easements shall require the approval of the Commission.

J. Severability

The provisions of this Plan are not severable. If a section of this Plan is adjudged by a court of competent jurisdiction to be invalid and such decision is no longer subject to appeal, such decision shall invalidate the remaining sections of this Plan; provided that any conservation easements or similar recorded restrictions on use shall be permanent in accordance with their terms.

K. Effective Date of Plan

This Plan shall take effect July 1, 1993, following approval by the Maine Land Use Regulation Commission. Within thirty (30) days of the effective date of this Plan, a copy of the approved Plan will be filed by the Commission in the Somerset County Registry of Deeds. Upon the lease or conveyance of a lot that is included within this Plan, the landowner shall reference the existence of this Plan and any amendments thereto in the lease or deed conveying the lot.

PART III. CONCEPT PLAN IMPLEMENTATION

A. Zoning

The present Commission land use subdistricts for the Plan Area are hereby replaced by a Resource Protection Plan Protection Subdistrict (P-RP). The extent of this area and the zones that the P-RP designation replaces are shown on Map III-A.

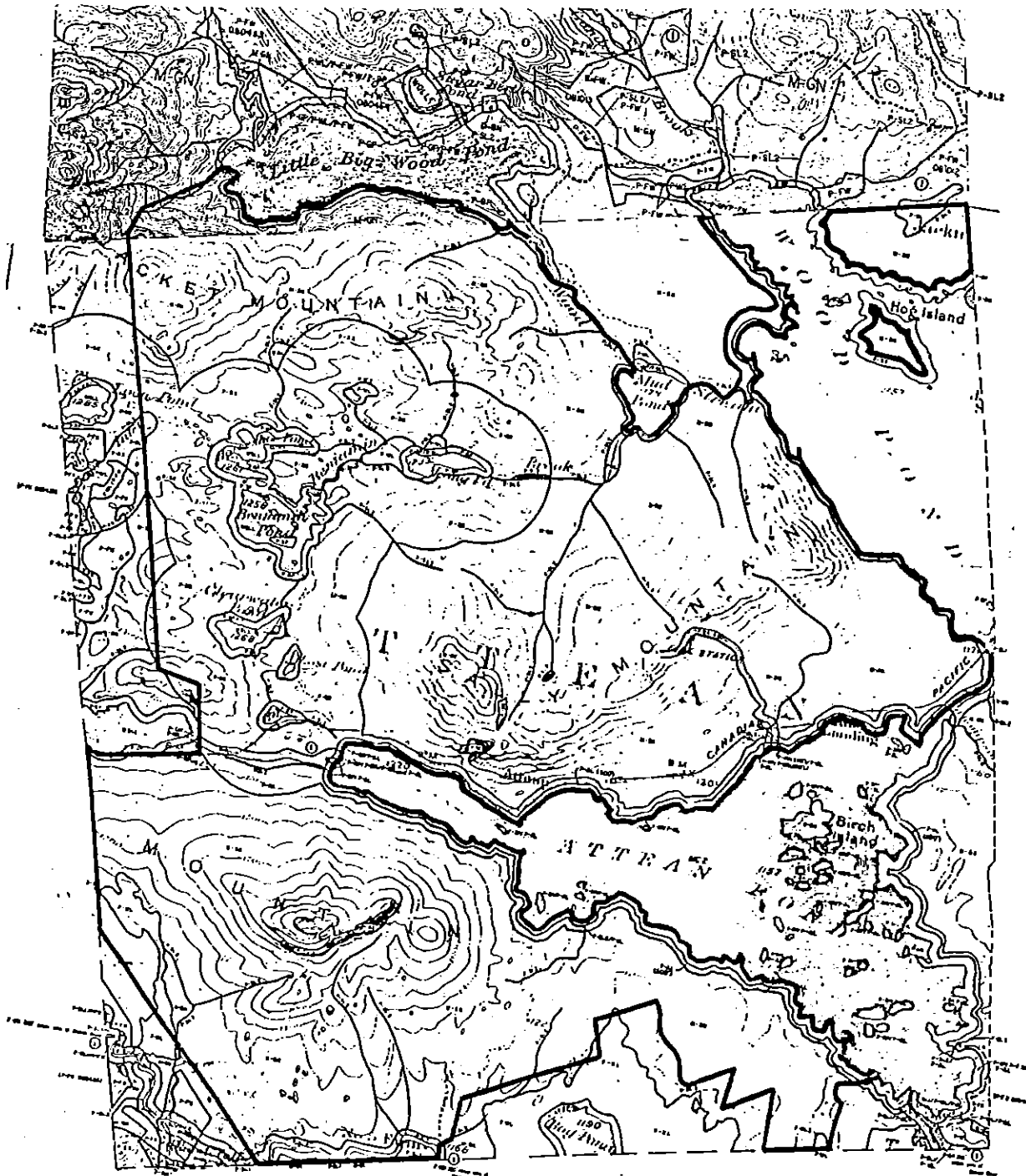
B. Land Use Standards Applicable to the Plan

1. For all areas in the the Plan Area except those areas designated P-WL, P-SG and P-RR prior to the effective date of this Plan (as currently designated on Map III-A):
 - a. Uses allowed without a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) 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;
 - (2) Motorized vehicular traffic on roads and trails, and snowmobiling;
 - (3) Wildlife and fishery management practices;
 - (4) Service drops;
 - (5) Level A mineral exploration activities, including associated access ways;
 - (6) Surveying and other resource analysis;
 - (7) Signs (non-commercial);
 - (8) Non-permanent docking or mooring structures;
 - (9) Notwithstanding the provisions of subsection a. above, forest management activities in conformance with the forest management standards in Part III.B.1.d. herein;
 - (10) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations.
 - (11) Land management roads, and water crossings of minor flowing waters;
 - (12) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;
 - (13) Filling and grading, and
 - (14) Nomal maintenance and repair.

Existing Zoning

Map No.
III - A

- D-GN General Development Subdistrict
- M-GN General Management Subdistrict
- P-AL Accessible Lake Protection Subdistrict
- P-FW Fish and Wildlife Protection Subdistrict
- P-GP Great Pond Protection Subdistrict
- P-RR Recreation Protection Subdistrict
- P-SL Shoreland Protection Subdistrict
- P-WL Wetland Protection Subdistrict
- WQLL Water Quality Limiting Lake



b. Uses requiring a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:

- (1) Timber harvesting which is not in conformance with the standards for such activity in Part III.B.1.d herein;
- (2) Land management roads and water crossings of minor flowing waters which are not in conformance with the applicable standards for such activities in the Commission's regulations; water crossings of standing waters and of major flowing waters;
- (3) Level A mineral exploration activities, including associated access ways, which are not in conformance with the applicable standards for such activities in the Commission's regulations;
- (4) Level B mineral exploration activities;
- (5) Mineral extraction for road purposes;
- (6) Shoreland alterations including boat ramps but excluding marinas, permanent docking facilities, and water crossings of minor flowing waters;
- (7) Filling and grading, except as provided above and draining, dredging and alteration of the water table or water level for other than mineral extraction;
- (8) Utility facilities, other than service drops, to service development authorized within this Plan;
- (9) Subdivisions, campgrounds, commercial sporting camps and seasonal single family detached dwelling units as authorized within this Plan;
- (10) Land application of septage, sludge and other residuals, and related storage and composting activities;
- (11) Other structures, uses, or services that are essential for uses listed above; and
- (12) Other structures, uses, or services which the Commission determines are consistent with the intent and purposes of this Plan and of the Commission's Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

c. Prohibited Uses:

All uses not expressly allowed, with or without a permit, shall be prohibited.

d. Forest management standards applicable within the Plan Area:

- (1) Timber harvesting within 250 feet of the normal high water mark of standing bodies of water 10 acres or greater in size and flowing waters downstream from the 50 square mile drainage point, shall be conducted according to the following standards:
 - i. Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels of a major flowing water except to cross such channels with a culvert or bridge according to the water crossing requirements of the Commission's regulations.
 - ii. Timber harvesting operations shall be conducted in the following manner:
 - (i) 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.

- (ii) 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.
 - (iii) 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 4 1/2 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.
 - (iv) No accumulation of slash shall be left within 50 feet of the normal high water mark of standing bodies of water or major flowing waters. In such areas, 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.
- (2) Except as provided in subsection (7) of this section, 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 |

The provisions of this subsection (2) 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 this subsection (2) do not apply where skid roads cross such waters;

- (3) Timber harvesting operations shall be conducted in such a manner that slash is not left below the normal high water mark of standing waters, or below the normal high water mark of stream channels downstream from the point where such channels drain 300 acres or more;
- (4) Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels of minor flowing waters except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with the road and water crossing standards of the Commission's regulations, 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.

- (5) Skid trail and skid road approaches to all stream channels except those upstream from a point draining 300 acres or less 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;
 - (6) Harvesting operations along stream channels downstream from the point where they drain 300 acres or more and along standing bodies of water shall be conducted in such a manner that sufficient vegetation is retained to maintain shading of the surface waters;
 - (7) Harvesting operations along stream channels upstream from the point where they drain 300 acres or less may be conducted in a manner not in conformity with subsections (2), (4) and (5) above, provided that such operations are conducted so as to reasonably avoid sedimentation of surface waters.
 - (8) 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 notification requirements of the Commission's regulations; and
 - (9) In addition to the foregoing minimum requirements, provision shall otherwise be made in conducting timber harvesting operations in order to reasonably avoid sedimentation of surface waters.
2. For all areas in the Plan Area designated as Recreation Protection Subdistrict (P-RR) (as designated on Map III-A) prior to the effective date of this Plan:
- a. Uses allowed without a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) 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;
 - (2) Motorized vehicular traffic and snowmobiling with the following exceptions:
 - (a) in the instance of the previously designated P-RR Protection Subdistrict on the Attean/Holeb Portage Trail and the Sally Mountain Trail, 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 the previously designated P-RR Protection Subdistrict surrounding the Benjamin Valley Ponds, such traffic is allowed only in connection with forest or agricultural management activities; but snowmobiling shall be allowed in such subdistrict;
 - (3) Wildlife and fishery management practices;
 - (4) Level A mineral exploration activities, including associated access ways, provided that such access ways located in the previously designated P-RR Protection Subdistricts to protect the Benjamin Valley Ponds 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 Bureau of Forestry approves the discontinuance of such access ways, which approval the operator shall request;
 - (5) Surveying and other resource analysis;

- (6) Those signs (non-commercial) listed as exempt in the Commission's sign regulations;
- (7) Forest management activities, except for timber harvesting in the previously designated P-RR Protection Subdistricts to protect the Attean/Holeb Portage Trail or the Sally Mountain Trail. Timber harvesting in the previously designated P-RR Subdistrict to protect the Moose River shall be carried out in compliance with the standards for timber harvesting as set forth in Part III.B.1.d herein. Skid trails, skid roads, and winter haul roads in the previously designated P-RR Subdistricts around the Benjamin Valley Ponds 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 Bureau of Forestry approves discontinuation of such road, which approval the owner shall request;
- (8) Land management roads provided:
 - (a) the Commission is notified (according to applicable Commission requirements) in advance of commencing construction on the road;
 - (b) the road, if in the previously designated P-RR Protection Subdistricts around the Benjamin Valley Ponds, shall be located no closer than 1,000 feet from the normal high water mark of the body of water 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 Bureau of Forestry approves discontinuation of such road, which approval the owner shall request;
 - (c) the road, if located in the previously designated P-RR Protection Subdistrict to protect the Attean/Holeb Portage Trail or the Sally Mountain Trail, follows the shortest practicable route in traversing such Subdistricts;
 - (d) the road, if located in the previously designated P-RR Subdistrict to protect the Moose River, follows the shortest practicable route in traversing such Subdistrict and is built in compliance with the applicable road standards of the Commission.
- (9) Emergency operations conducted for the public health, safety, or general welfare, such as resource protection, law enforcement, and search and rescue operations;
- (10) Water crossings of minor flowing waters;
- (11) Skid trails, skid roads, and winter haul roads in the P-RR Protection Subdistricts previously designated to protect the Attean/Holeb Portage Trail or the Sally Mountain Trail, provided the skid trail or road follows the shortest practicable route in traversing such Subdistrict and traverses such Subdistrict the fewest number of times practicable;
- (12) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;
- (13) Mineral extraction for road purposes in the P-RR Subdistrict previously designated to protect the Moose River, provided that such activity:
 - (a) is not visible from the Moose River;
 - (b) avoids use of the P-RR Subdistrict, 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.
- (14) Normal maintenance and repair.

- b. Uses requiring a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
- (1) Land management roads not in conformance with the standards stated in section 2,a,(8) above. In the case of the previously designated P-RR Subdistricts around the Benjamin Valley Ponds, 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-RR Subdistrict;
 - (2) Signs (non-commercial) other than those listed as exempt in the Commission's sign regulations;
 - (3) Timber harvesting in previously designated P-RR Protection Subdistricts except as provided for section 2,a,(7) above;
 - (4) Water crossings of the Moose River;
 - (5) Level A mineral exploration activities, including associated access ways, which are not in conformance with the Commission's applicable regulations;
 - (6) Mineral extraction for road purposes, not in conformance with the standards in Section 2,a,(13) above, in the previously designated P-RR Subdistrict to protect the Moose River;
 - (7) Land application of septage, sludge and other residuals, and related storage and composting activities;
 - (8) Other structures, uses or services that are essential for the exercise of uses listed in Section 2,a and b; and
 - (9) Other structures, uses or services which the Commission determines are consistent with the purpose of this Plan and of the Commission's Comprehensive Land Use Plan and are not detrimental to the uses or resources they protect.
- c. Uses allowed as special exceptions subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations, and further subject to a showing by the applicant 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 subdistrict 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 Commission's Comprehensive Land Use Plan.
- (1) Level B mineral exploration activities;
 - (2) Mineral extraction for road purposes, except as provided in Sections 2,a,(13) and 2,b,(6) above; and
 - (3) Filling and grading.
- d. Prohibited uses

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in areas previously designated P-RR Protection Subdistricts prior to the effective date of this Plan.

3. For all areas in the Plan Area designated as Soils and Geology Protection Subdistrict (P-SG) (as designated on Map III-A) prior to the effective date of this Plan:
 - a. Uses Allowed Without a Permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) 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;
 - (2) Motorized vehicular traffic on roads and trails, and snowmobiling;
 - (3) Wildlife and fishery management practices;
 - (4) Level A mineral exploration activities, excluding associated access ways;
 - (5) Surveying and other resource analysis;
 - (6) Signs (non-commercial);
 - (7) Forest management activities, excluding timber harvesting;
 - (8) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations; and
 - (9) Normal maintenance and repair.
 - b. Uses requiring a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) Timber harvesting;
 - (2) Land management roads and water crossings;
 - (3) Filling, grading, draining, dredging, and alteration of the water table or level for other than mineral extraction;
 - (4) Access ways for Level A mineral exploration activities, and Level A mineral exploration activities which are not in conformance with the Commission's applicable standards for such activities;
 - (5) Level B mineral exploration activities;
 - (6) Mineral extraction for road purposes;
 - (7) Trails;
 - (8) Other structures, uses, or services that are essential for the exercise of uses listed in Section 3,a and b; and
 - (9) Other structures, uses or services which the Commission determines are consistent with the purposes of this Plan and of the Commission's Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.
 - c. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in areas designated P-SG Protection Subdistricts prior to the effective date of this Plan.

4. For all areas in the Plan Area designated as Wetland Protection Subdistrict (P-WL) (as designated on Map III-A) prior to the effective date of this Plan:
 - a. Uses allowed without a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) 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;
 - (2) Motorized vehicular traffic on roads and trails, and snowmobiling;
 - (3) Wildlife and fishery management practices;
 - (4) 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;
 - (5) Surveying and other resource analysis;
 - (6) Signs (non-commercial);
 - (7) Non-permanent docking or mooring structures;
 - (8) Forest management activities;
 - (9) Water crossings of minor flowing waters;
 - (10) Boating;
 - (11) Use of sea or ski planes;
 - (12) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
 - (13) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
 - (14) Normal maintenance and repair.
 - b. Uses requiring a permit subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations:
 - (1) Land management roads, and water crossings of minor flowing waters which are not in conformance with the Commission's applicable standards for such uses, and water crossings of standing waters, and of major flowing waters;
 - (2) Shoreland alterations, excluding boat ramps and ways, and water crossings of minor flowing waters;
 - (3) Other structures, uses or services that are essential to the uses listed in Section 4,a and b above; and

- (4) Other structures, uses or services which the Commission determines are consistent with the purposes of this Plan and of the Commission's Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.
- c. Uses allowed as special exceptions subject to the requirements and limitations set forth in Part II of this Plan, applicable conservation easements or deed restrictions, and the Commission's regulations, and further subject to a showing by the applicant 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 subdistrict 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 Commission's Comprehensive Land Use Plan:
 - (1) Filling, grading, draining, dredging, and alteration of the water table or water level for other than mineral extraction;
 - (2) Level A mineral exploration activities, except as provided for in Section 4,a,(4) above and Level B mineral exploration activities; and
 - (3) Boat ramps and ways.
- d. Uses Prohibited

All uses not expressly allowed, with or without a permit or by special exception, shall be prohibited in previously designated P-WL Subdistricts.

C. Phasing of Development and Conservation

The phasing in of the conservation and development measures proposed in this Plan shall occur as follows:

1. Upon Approval of the Plan

a. Transfer of Shorefront Areas on Attean Pond and Moose River to State:

On or about July 1, 1993 following approval of this Plan, Lowell and Company will offer to the State of Maine, Bureau of Public Lands, at no cost and subject to no material liens, encumbrances or title defects, title in fee simple to the shorefront of Attean Pond and the shorefront of the Moose River (including the bed of such River), as heretofore described in Part II and shown on Map II-B.

Such transaction shall be accomplished within 6 months of the effective date of this Plan.

b. Granting of Right-of-way on Attean/Holeb Portage Trail:

Upon approval of this Plan by the Commission, Lowell & Company shall offer to grant to the State Bureau of Public Lands (or other appropriate entity) a right-of-way of an agreed width between Attean and Holeb Ponds, on the designated portage trail, as heretofore described in Part II G.2.c.

Such transaction shall be accomplished within 6 months of the effective date of this Plan.

c. Conveyance of Easement in Benjamin Valley Ecological Preserve:

On or about July 1, 1993, following approval of this Plan, Lowell and Company will grant a conservation easement, subject to the Commission's approval, (see draft easement in Part III of this Plan) to The Chewonki Foundation, an entity entitled to hold such easements under 33 MRSA Section 476 *et seq.*, on approximately 330 acres of property between Benjamin Pond, Horseshoe Pond, Long Pond and an unnamed pond to the north as heretofore described in Part II and shown on Map II-C.

Such easement shall be conveyed to The Chewonki Foundation within 6 months of the effective date of this Plan.

d. Conveyance of Easement in the Benjamin Valley Conservation Area:

On or about July 1, 1993, following approval of this Plan, Lowell and Company will grant a conservation easement, subject to the Commission's approval (see draft easement in Part III of this Plan), to The Chewonki Foundation, an entity entitled to hold such easements under 33 MRSA Section 476 *et seq.*, on about 3,400 acres of land in the Benjamin Valley as hereinbefore described in Part II and shown on Map II-D.

Such easement shall be conveyed to The Chewonki Foundation within 6 months of the effective date of this Plan.

Only upon final implementation of these conservation measures, may Lowell and Company commence, in accordance with the provisions of this Plan and after obtaining the necessary permits, with the sale, lease or development of the Attean, Hog Island and/or back-country sites.

e. Transfer of a Campground Site to the Chewonki Foundation:

On or about July 1, 1993, following approval of this Plan by the Commission, Lowell & Company shall convey to The Chewonki Foundation a site comprising approximately 2 acres in the vicinity of Mud Pond, Wood Stream or Wood Cove, for the purpose of creating a campground.

2. Upon Approval of Certain Permits and the Sale or Lease of Certain Development Sites

Following approval of the Plan and upon obtaining the necessary permits from the Commission and concurrent with the first sale or lease of a site or lot on the shoreland of Wood, Mud or Little Big Wood Ponds, Lowell and Company shall convey certain conservation easements, in perpetuity, for all of those shoreland areas immediately adjacent to that cluster or lot to a width of 500 feet from the normal high water mark and within that cluster or lot to a width of 100 feet from the normal high water mark. The conveyance of these conservation easements shall occur upon the sale or lease of a new lot without an existing cabin but is not required upon conveyance of a lot with a cabin existing on the effective date of this Plan. This conveyance of conservation easements shall occur in the following manner:

- a. on Wood Pond, the sale or lease of the first lot within any development cluster shall require the conservation easements on both sides of that cluster to be executed and conveyed; for example, when a lot is sold in cluster SN (Sally North), areas #3 and #4 (containing 1,470 feet and 2,700 feet respectively) will be placed in permanent conservation (refer to Map II-E);
- b. on Mud Pond, the conservation easement for all areas on Mud Pond proposed for permanent conservation shall be executed and conveyed upon the sale or lease of the first lot; and
- c. on Little Big Wood Pond, the first sale or lease of any lot in any cluster will require the execution and conveyance of conservation easements for permanent conservation of areas #12, #13, #14 and #15 (see Map II-E).

The total amount of shorefrontage on Wood, Mud and Little Big Wood Ponds for which perpetual conservation easements is proposed is 31,770 feet with an additional 4,000 feet if areas #16 and #17 are placed in conservation easements, pursuant to Part II.G.4.

Such easement(s) shall be conveyed within 6 months of the effective date of said sale or lease.

The sixteen Little Big Wood lots, in areas LW, LC and LE, may only be sold, leased or developed following expiration of 5 years after the effective date of this Plan.

3. The Conservation Easement Holders

The conservation easements provided for above shall be held by The Chewonki Foundation with the Maine Land Use Regulation Commission provided a third party right of enforcement. These easements shall provide for protection from development and other applicable limitations in perpetuity. The easements shall be transferred with quitclaim covenants and shall not be subject to any material lien, encumbrance or title defect. The easements must also contain the terms of the draft easement language contained herein (See Section F), with no modifications thereof without the approval of the Commission and shall otherwise be in a form satisfactory to the Commission. Inspection reports by the holder shall be filed with the Commission.

D. Submittal Requirements and Standard of Review for Development Proposals

1. Prior to sale, lease or development of a lot authorized within this Plan (other than those with existing development), Lowell and Company must obtain a subdivision permit from the Commission for the Plan Area.
2. Upon Lowell and Company obtaining the necessary subdivision approval, development authorized within this Plan may proceed upon issuance of other appropriate permits by the Commission.
3. The necessary form to apply for such permits is obtained from the Commission's offices. Information requirements are the same as those routinely required of applicants for a permit.
4. The development proposed within this Plan meets the requirements of 12 MRSA, Sections 685-B,(4) and 685-A,(8) provided that:
 - a. soils on the specific sites eventually selected are suitable without variance for the type of development proposed or for septic sewage disposal;
 - b. lot sizes, building heights and setbacks are provided in full conformance with the Commission's requirements and the applicable requirements of this Plan; and
 - c. adequate measures are taken to prevent water quality degradation and adverse scenic and other natural resource impacts.

The Commission may place special terms and conditions, without limitation, on a permit issued under this Plan. Terms and conditions shall specify particular means of satisfying minor or easily corrected problems.

In this regard, the Commission finds that, assuming the Commission's technical requirements are met (e.g. lot dimensions, soil suitability, water quality protection, and other similar land use and natural resource requirements), that the development proposed in this Plan meets the requirements of 12 MRSA, Sections 685-B,(4) and 685-A,f(8).

E. A Sustainable Working Forest

The following policy statement and forest management provisions are hereby incorporated in this Plan. They describe how the ownership is to be managed over the long term. It is Lowell and Company's intent that these principles be tied to the land and that they be incorporated, as deed covenants, in the deeds to the ownership so that they apply no matter who owns the land.

1. Policy

The landowner's overall goal is to balance the commercial, ecological and recreational values of the forest. The landowner will strive to use management practices that allow the "working forest"

to coexist harmoniously with non-timber uses. To implement this goal, the landowners will manage the forest to maintain a sustainable and substantial yield of both wood products and ecological/recreational/educational values.

Forest practices on the ownership include: the establishment of trees and associated vegetation; ongoing operations to protect and promote growth; and the harvest of forest products and their transportation to appropriate markets. Forest products include sawlogs, pulpwood and wood chips. Ecological/recreational values include clean water, healthy fish and wildlife populations, aesthetics, unique habitat protection, hiking and camping, and educational opportunities. Both forest products and recreational/ecological values are to be maintained and improved by scientific forest management.

2. Management Provisions

Forest practices and related activities in the Plan Area will comply with the terms of the Forest Society of Maine's easements (where applicable), the Maine Land Use Regulation Commission's rules, and the laws of the Maine Forest Practices Act. Furthermore, they will strive to follow Maine's Best Management Practices guidelines.

Both "even-aged" and "uneven-aged" silvicultural systems will be employed, based on the condition and type of individual forest stands and the opportunities and constraints of the topography and soils. These systems are discussed below:

- The goal of "even-aged" management is to grow forest stands of relatively uniform age and size. The landowners will rely on two methods: shelterwood harvesting and clearcutting as allowed by law.

The shelterwood harvests will remove most of the mature timber in a stand, leaving enough trees to reseed a new generation and "shelter" them until well established. This will be done in two or three harvests, with the first cuts generally removing between 25 and 70 percent of the parent stand. When the new crop is well-stocked and healthy, the "shelter" is removed, completing the cycle.

Clearcuts will remove all of the timber in a stand. This method will be employed only under certain conditions; for example: where the regeneration of a new forest is under way, where ground and soil conditions do not allow successful shelterwoods, or when damage to the stand requires salvaging to remove timber and promote regeneration. Any clearcuts will be category I clearcuts under the Forest Practices Act, which are limited to a maximum size of 35 acres.

- The goal of "uneven-aged" management will be to maintain a forest stand of commercially valuable species in several age groups. As each age group becomes mature, it will be harvested, making room for a new generation. Two methods are to be used to determine what trees are cut: selection of single trees of the same age/size throughout the stand, or selection of the same age/size group in part of the stand. The landowners' objectives are to cultivate stands that can sustain commercial harvests at 10 to 30 year intervals.

The purpose of this policy and management provisions is to prevent short term liquidation of timber value in the Plan Area, and to preclude other, similar practices, such as large scale clearcutting without regeneration, that might jeopardize Lowell and Company's forest sustainability objectives. These provisions are essential to maintaining a sustainable and substantial yield from the "working forest", while also maintaining the ecological health of the forest.

F. Conservation Procedures and Agreements

This following section contains three "model" conservation easements as defined in 33 MRSA, Section 476, which will serve as the basis for any easement entered into as proposed by this Plan. No substantive changes in these conservation easements will be allowed except with the prior review and approval of the Commission. In each case, all mortgages, leases, and other encumbrances of record, on properties to which an easement is applied, must be subordinate to the easement(s).



DRAFT April 9, 1993

CONSERVATION EASEMENT
IN ATTEAN TOWNSHIP AND DENNISTOWN PLANTATION,
SOMERSET COUNTY, MAINE

BENJAMIN VALLEY ECOLOGICAL PRESERVE

This grant of conservation easement is made this day of , 19 , by Lowell & Company Timber Associates , a Massachusetts limited partnership registered to do business in the State of Maine, with offices in Boston, Massachusetts, and Jackman, Maine (hereinafter "GRANTOR"), to the , (hereinafter "GRANTEE"), having a mailing address of : ; and to the , (hereinafter "THIRD PARTY"), having a mailing address of :

WHEREAS, GRANTOR is the sole owner in fee simple of land located in Attean Township and Dennistown Plantation, Somerset County, Maine, under a deed to Grantor from the Liquidating Trustees of Coburn Land Trust, dated 6/11/87, and recorded at Book 1349, and Page 250, of the Somerset County Registry of Deeds, certain portions of which, comprising land known as the Benjamin Valley Ecological Preserve, (hereinafter referred to as the "CONSERVATION PROPERTY"); and, more particularly depicted in Exhibit A and described in Exhibit B, both attached hereto and made a part hereof; reference is also made to the approved Lake Concept Plan for Grantor's entire premises, of which the CONSERVATION PROPERTY is a part, on file at the offices of the State of Maine's Land Use Regulation Commission (hereafter LURC); and

WHEREAS, the GRANTEE is qualified to hold conservation easements pursuant to 33 M.R.S.A. section 476, et seq., as amended, and Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the CONSERVATION PROPERTY represents significant shoreland and other land having natural and aesthetic values in its present state, all of great importance to the enjoyment and welfare of the People of the State of Maine; and

WHEREAS, any significant change or development, except as herein explicitly provided for, of the natural, scenic and wildlife resources of the CONSERVATION PROPERTY might have an adverse effect on the general welfare of the People of the State of Maine; and

WHEREAS, the GRANTOR and GRANTEE have the common purpose of protecting the CONSERVATION PROPERTY in perpetuity as natural habitat for wildlife, plants and minerals, except as hereinafter provided.

NOW, THEREFORE, in consideration of the above-recited facts and of the covenants, terms, conditions and restrictions herein contained, and for other good and valuable consideration given by GRANTEE and THIRD PARTY to GRANTOR in consideration for the property rights herein conveyed, GRANTOR does hereby give, grant, bargain, sell and convey unto GRANTEE, its successors and assigns, with Quitclaim Covenant, as an absolute and unconditional grant, forever and in perpetuity , for the benefit of the State of Maine, the general public and the CONSERVATION PROPERTY, a Conservation Easement over the CONSERVATION PROPERTY, and to the THIRD PARTY, rights of enforcement hereunder; all in accordance with the terms hereinafter set forth.:

1. Purpose. It is the purpose of this Conservation Easement to assure that the CONSERVATION PROPERTY will be maintained forever and in perpetuity in its undeveloped, scenic and natural condition; and to prevent any use of the CONSERVATION PROPERTY that will significantly alter or interfere with this condition. GRANTOR and GRANTEE intend that this Conservation Easement will confine, in accordance with the terms hereof, the uses of the CONSERVATION PROPERTY to activities which are compatible with the protection of mineral resources, wildlife habitat, the preservation of scenic,

open space and natural values, and the provision for limited access by the public for traditional forms of recreation associated with the Maine woods.

2. Rights of GRANTEE. To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the GRANTOR to the GRANTEE except as specifically provided in paragraph 4:

A. The right to preserve and protect the natural, open space, wildlife, mineral and scenic values of the CONSERVATION PROPERTY;

B. The right to enter the CONSERVATION PROPERTY at all reasonable times and in any reasonable manner, including, if necessary, to cross other lands of the GRANTOR, its successors and assigns, for the purposes of (i) inspecting the CONSERVATION PROPERTY to determine if there is compliance with the terms and purposes of this Conservation Easement, (ii) enforcing the terms of this Conservation Easement, (iii) observing and studying wildlife, mineral and other natural resources in a manner that will not disturb GRANTOR'S quiet enjoyment or other specified uses of the CONSERVATION PROPERTY, and (iv) exercising the other rights or duties of GRANTEE hereunder;

C. All other rights to enforce the terms of this Conservation Easement as provided in paragraph 11 hereof.

3. Prohibited Uses. Any activity upon or use of the CONSERVATION PROPERTY inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, all of the following activities and uses are expressly prohibited, except as specifically provided below or in paragraph 4:

A. Construction, installation or maintenance of buildings or structures of any kind including bridges and radio towers, except for minor temporary structures necessary or convenient to the exercise of permitted scientific study or observation;

B. Commercial campgrounds;

C. Construction or installation of new roads including land management roads except that hiking trails for public recreation are permitted;

D. Construction or installation of camping structures, mobile homes, home trailers, billboards, signs, or other advertisements; except that small signs to post the Conservation Property or to inform users of the existence of this grant or its terms, are permitted;

E. Dredging, surface or subsurface mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other earth materials, or other changes in the topography of the land;

F. Disturbance of trees, shrubs, vegetation and minerals and disturbance or change in wildlife, fish or other natural plant or animal habitat, except in the course of undertaking scientific study of the Conservation Property;

G. Dumping or disposal of ashes, trash, garbage, sludge, landfill or dredging spoils, or other solid or liquid waste;

H. Activities which result in accelerated erosion of soils or siltation of waters or are inconsistent with sound soil and water conservation practices;

I. Alteration or pollution of water courses, water table, groundwater or other water bodies;

J. Commercial, residential or industrial uses;

K. Severance, subdivision, partition or other division or conveyance by sale or lease of the CONSERVATION PROPERTY, or any part thereof, apart from the larger parcel owned by

Grantor under deed from the Coburn Trust referenced above; except that the CONSERVATION PROPERTY, or any part thereof may be sold or leased for its conservation purposes to any entity to which this Conservation Easement may be transferred under Paragraph 17 herein;

L. Any other activities which are inconsistent with the terms of this Conservation Easement.

4. Reserved Rights. GRANTOR for itself, its successors and assigns, reserves and retains all other rights not expressly conveyed to and not inconsistent with the rights of the GRANTEE as provided for in paragraphs 2 and 3, including the following rights and uses of the CONSERVATION PROPERTY. These rights include the right to engage in or permit others to engage in such uses of the CONSERVATION PROPERTY, provided that all such rights and uses are carried out in a manner consistent with the terms and purpose of this Conservation Easement, and in accordance with all applicable federal, state, municipal and other governmental requirements:

A. Notwithstanding the provisions contained in Paragraphs 2 and 3 above, GRANTOR, its successors and assigns, reserve the right to use said CONSERVATION PROPERTY for any purpose whatsoever except as restricted in this Conservation Easement or as otherwise provided herein.

B. The right to sell, give or otherwise convey the CONSERVATION PROPERTY, subject to the limitations of Paragraph 3(K) herein, and provided that every such conveyance is subject to and subordinate to all the terms of this Conservation Easement.

5. Inspection. GRANTEE may enter and inspect the CONSERVATION PROPERTY, in any reasonable manner and at reasonable times.

6. Arbitration of Disputes. Any dispute between Grantor and Grantee as to the meaning of this Conservation Easement shall be submitted to arbitration in accordance with Maine law at Title 14 M.R.S.A. Section 5927 et seq. GRANTOR AND GRANTEE shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute shall be binding upon the parties and shall be enforceable as part of this Easement. Notwithstanding the foregoing, no decision of the arbitrators may limit the duration of or terminate this Conservation Easement, nor increase the amount of development permitted on the CONSERVATION PROPERTY, nor result in a waiver or estoppel of any right to enforce this Conservation Easement in the case of breach, by any person, including trespassers or vandals. This paragraph shall not be construed as a limitation on the parties' rights to negotiate in good faith or to mutually agree to another method of alternative dispute resolution.

7. Public Access. There is conveyed herewith a right of access to the CONSERVATION PROPERTY from the water, for the use of the public. A right-of-way is also granted hereunder for the use of the public for access for pedestrian traffic over trails as they now exist or are hereafter located. The right granted here is primarily for access to the CONSERVATION PROPERTY but it may be used for access to other land owned by the GRANTOR for the purposes of outdoor recreation such as hunting, hiking and fishing. Camping on the CONSERVATION PROPERTY is not permitted except at the one existing camp site on Benjamin Pond.

8. Costs and Liabilities. The GRANTOR retains all responsibilities and shall bear all costs and liabilities of every kind related to the ownership, control, operation, maintenance, taxation or otherwise with respect to the CONSERVATION PROPERTY, except for costs and liabilities associated with injury proximately caused by the negligent or willful acts, or failure to act, of GRANTEE, its successors and assigns, or injury to agents of GRANTEE, for which GRANTEE is responsible under worker's compensation obligations. In connection with public recreation or other legitimate public use, GRANTOR, GRANTEE and the THIRD PARTY claim immunity from liability to the general public for accidents, injuries, acts, or other claims to the fullest extent of the law under Maine's Recreational Use Statute at Title 14 M.R.S.A. Section 159-A, or successor provisions thereof, under the Maine Tort Claims

Act at Title 14 M.R.S.A. Section 8101 et seq, or successor provisions, and under all other applicable provisions of law.

GRANTOR shall keep the CONSERVATION PROPERTY free of any liens or encumbrances arising out of any work performed for, materials furnished to, or other obligations incurred by GRANTOR or with respect to the CONSERVATION PROPERTY or which might impair, encumber or subordinate GRANTEE'S rights in this Conservation Easement. GRANTOR shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the CONSERVATION PROPERTY or any business, operation or activity thereon, and GRANTOR shall furnish GRANTEE with satisfactory evidence of such payment upon request. If GRANTOR becomes delinquent in payment of such taxes, assessments, fees or charges, such that a lien against the CONSERVATION PROPERTY is created or threatened, GRANTEE, at its discretion, may pay the same and shall be entitled to recover the costs thereof from GRANTOR as provided under Paragraph 11 hereof, and may take any other action as may be necessary to protect GRANTEE'S interest in the CONSERVATION PROPERTY.

9. GRANTEE'S Remedies. The GRANTEE has the right to enforce the terms of this Conservation Easement by proceedings at law or in equity, including but not limited to the right to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required by the terms of this Conservation Easement. The GRANTEE'S right of enforcement includes but is not limited to the following procedures:

A. If the GRANTEE determines that there is a violation of the terms of this Conservation Easement or that such a violation is threatened, the GRANTEE shall give written notice by certified mail to GRANTOR and shall specify appropriate restoration or corrective action which GRANTEE determines will cure the violation or restore the CONSERVATION PROPERTY to the condition required by this Conservation Easement. If GRANTOR fails to cure the violation within 30 days following such notice, or, under circumstances where the violation cannot be reasonably cured within a 30-day period, fails to begin curing such violation within the 30-day period or fails to continue diligently to cure such violation until finally cured, GRANTEE may pursue its remedies at law or in equity ; provided that, in the event of an emergency or other imminent need for immediate action, GRANTEE may pursue its remedies ex parte , after making reasonable efforts to notify GRANTOR.

B. GRANTEE may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. Without limitation, in such action GRANTEE is entitled to an order of the court to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required under this Conservation Easement, as well as to enjoin any non-compliance by temporary restraining order, preliminary and permanent injunction or by order of specific performance of the terms of this Conservation Easement, or to recover any damages arising from such non-compliance. GRANTEE is entitled to recover from GRANTOR all reasonable costs of enforcement, in addition to any other damages determined by the court as appropriate, provided however, prior to GRANTEE initiating any enforcement action against a trespasser, vandal or party other than GRANTOR, its successors or assigns, or any person acting by through or under them, whether authorized or not to do the acts that result in a violation, (hereafter "trespasser") GRANTOR shall have the option of restoring the CONSERVATION PROPERTY as required in Paragraph 10(A) hereof, and of being subrogated to GRANTEE'S rights against the party causing the violation, and in the event that such restoration is completed by GRANTOR, is not responsible for Grantee's costs of enforcement against the "trespasser".

C. GRANTEE'S rights and remedies hereunder apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement.

D. GRANTOR agrees that GRANTEE'S remedies at law for any violation of the terms of this Conservation Easement are inadequate, and that GRANTEE is entitled to injunctive and equitable relief, both prohibitive and mandatory, in addition to such other relief to which GRANTEE may be entitled hereunder, all without posting any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10. **THIRD PARTY Rights, and GRANTEE'S Discretion.** The State of Maine, through the Maine Land Use Regulation (LURC), (hereafter, "THIRD PARTY") is hereby granted a third-party right of enforcement to assure compliance with all of the covenants and restrictions herein including but not limited to the authority of the Commission under 12 M.R.S.A. Section 681 et seq. In connection with such efforts, the THIRD PARTY, or its designee, shall have all of the rights granted to GRANTEE to enter and to enforce this Conservation Easement, as well as the right granted to GRANTEE to observe and study forestry practices and conduct research and studies in any manner that will not disturb GRANTOR'S quiet enjoyment of the Protected Property.

Although it is the right and responsibility of GRANTEE, and in its absence, failure or disability, the THIRD PARTY, to enforce the terms of this Conservation Easement, such enforcement is at the sole discretion of the GRANTEE or the THIRD PARTY and any failure or forbearance by GRANTEE or the THIRD PARTY to exercise its rights under this Conservation Easement in the event of any breach or threatened breach of its terms shall not be deemed or construed to be a waiver by GRANTEE or the THIRD PARTY of any such term or of any subsequent breach of the same or any other terms of this Conservation Easement or of any of GRANTEE'S or the THIRD PARTY'S rights under this Conservation Easement. No delay or forbearance by GRANTEE or the THIRD PARTY in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. GRANTOR hereby waives any defense of laches, estoppel or prescription.

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

12. **Amendment.** GRANTOR, its successors and assigns, and GRANTEE, with the written consent of the THIRD PARTY, have the right to amend this Conservation Easement, provided that any such amendment, in the sole discretion of the GRANTEE and the THIRD PARTY, furthers or is not inconsistent with the purpose of this Conservation Easement as set forth in paragraph 1. Such amendments shall become effective upon recordation at the Somerset County Registry of Deeds. Notwithstanding the foregoing, the GRANTOR and GRANTEE and THIRD PARTY have no right or power to agree to any amendments that would result in limitation of the term, or in termination of this Conservation Easement or that would cause it to fail to qualify as a valid Conservation Easement under 33 M.R.S.A. sections 476 et seq., as now or hereafter amended, without Court order.

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

14. **Interpretation.** If uncertainty should arise in the interpretation of this Conservation Easement, interpretation should be in favor of conserving and protecting the CONSERVATION PROPERTY for the purposes stated in this Conservation Easement, subject to the rights reserved by the GRANTOR, its successors and assigns. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by applicable laws and regulations of any federal, state or local government.

15. **Assignment by GRANTEE.** This Conservation Easement is transferable by GRANTEE, but only with the approval of the then owner of the affected CONSERVATION PROPERTY and the THIRD PARTY, and only if GRANTEE assigns its rights and obligations to an organization of a kind that is a qualified holder of conservation easements as provided by 33 M.R.S.A. section 476 et seq., as now or hereafter amended, and as provided under the Internal Revenue Code of 1986, Section 170(h), and

applicable regulations, as now or hereafter amended. In the event of any such transfer or assignment, GRANTEE shall give written notice by certified mail to the THIRD PARTY and the GRANTOR.

16. Transfer by GRANTOR. In the event that GRANTOR, its successors and assigns, transfers or otherwise conveys ownership of the fee in the CONSERVATION PROPERTY, or any other interest in such property including without limitation a mortgage or leasehold interest, reference to this Conservation Easement shall be made, by registry book and page, in the instrument of transfer. The interest of the transferee or person to whom such conveyance is made shall in every regard be subordinate and subject to this Conservation Easement and the rights of GRANTEE hereunder, and all future owners, transferees, lessees and occupants must comply with the terms of this Conservation Easement and shall have the duties of the GRANTOR hereunder. GRANTOR shall immediately give GRANTEE and the third party enforcer written notice of any conveyance of any interest in the CONSERVATION PROPERTY.

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

To GRANTOR:
Lowell Company Timber Associates (or owner of record)
75 Kneeland Street
Boston, MA 02111

To the GRANTEE:

To the THIRD PARTY:

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

18. Recordation. GRANTEE must promptly record this Conservation Easement in the Somerset County Registry of Deeds and may re-record it at any time or place as may be required to preserve its rights herein.

19. Successors and Assigns. Subject to the terms hereof, all of the covenants, terms, conditions, restrictions and agreements set forth in this Conservation Easement is binding upon, and inure to the benefit of, the parties hereto and their respective representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the CONSERVATION PROPERTY.

20. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Conservation Easement or CONSERVATION PROPERTY, as the case may be, provided that such transfer is in complete accordance with the terms hereof, and except that liability for acts or omissions occurring prior to transfer survives transfer.

21. Miscellaneous.

A. Controlling Law. The interpretation and performance of this Conservation Easement is governed by the laws of the State of Maine.

B. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement, all of which are merged herein.

C. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

D. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

IN WITNESS WHEREOF, the GRANTOR, by its general partner, being duly authorized, has signed and sealed this instrument the day and year first above written.

LOWELL & COMPANY TIMBER ASSOCIATES

By: _____ Witness
Its President and General Partner

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF Somerset, SS. _____, 199__

Personally appeared _____, the general partner and authorized representative of Lowell & Company Timber Associates, the above-named GRANTOR, who acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership.

Before me,

Notary Public/Attorney at Law

Printed Name:

GRANTEE ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, GRANTEE and Holder as aforesaid, and _____ does hereby accept the foregoing Conservation Easement hereunto duly authorized, this _____ day of _____, 1992.

By: _____ Witness
Its President

GRANTEE'S ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF _____, SS. _____, 199__

Personally appeared _____, the authorized representative of the _____, who acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said organization.

Before me,

Notary Public/Attorney at Law

Printed Name:

THIRD PARTY ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, THIRD PARTY as aforesaid, and _____ does hereby accept the foregoing Conservation Easement, by and through _____, in his capacity as hereunto duly authorized, this _____ day of _____, 1992.

By: _____ Witness

THIRD PARTY ACKNOWLEDGMENT

The State of Maine
County of Kennebec, ss. Date: _____, 1992

Then personally appeared, _____, hereunto duly authorized, and acknowledged the foregoing to be free act and deed in his capacity as Director of the Maine Land Use Regulation Commission.

Before me,

Notary Public/Attorney at Law

Printed Name:

ATTACHED EXHIBITS:

- Exhibit A: Map of Protected Property
- Exhibit B: Descriptive Bounds of Protected Property

NOTE: IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING DEEDED INTERESTS IN THE PROTECTED PROPERTY, STATE LAW REQUIRES THE OWNERS OF THESE INTERESTS TO CONSENT TO THIS EASEMENT OR BE UNAFFECTED BY IT. IRS TAX LAW REQUIRES IN ADDITION THE SUBORDINATION OF MORTGAGES TO THE RIGHT OF THE HOLDER TO ENFORCE THE RESTRICTIONS OF THE EASEMENT.

DRAFT April 9, 1993

CONSERVATION EASEMENT
IN ATTEAN TOWNSHIP AND DENNISTOWN PLANTATION,
SOMERSET COUNTY, MAINE

BENJAMIN VALLEY CONSERVATION AREA

This grant of conservation easement is made this _____ day of _____, 19____, by Lowell & Company Timber Associates, a Massachusetts limited partnership registered to do business in the State of Maine, with offices in Boston, Massachusetts, and Jackman, Maine (hereinafter "GRANTOR"), to the _____, (hereinafter "GRANTEE"), having a mailing address of : _____; and to the _____, (hereinafter "THIRD PARTY"), having a mailing address of : _____.

WHEREAS, GRANTOR is the sole owner in fee simple of land located in Attean Township and Dennistown Plantation, Somerset County, Maine, under a deed to Grantor from the Liquidating Trustees of Coburn Land Trust, dated 6/11/87, and recorded at Book 1349, and Page 250, of the Somerset County Registry of Deeds, certain portions of which, comprising land known as the Benjamin Valley Conservation Area, (hereinafter referred to as the "CONSERVATION PROPERTY"); and, more particularly depicted in Exhibit A and described in Exhibit B, both attached hereto and made a part hereof; reference is also made to the approved Lake Concept Plan for Grantor's entire premises, of which the CONSERVATION PROPERTY is a part, on file at the offices of the State of Maine's Land Use Regulation Commission (hereafter LURC); and

WHEREAS, the GRANTEE is qualified to hold conservation easements pursuant to 33 M.R.S.A. section 476, et seq., as amended, and Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the CONSERVATION PROPERTY represents significant shoreland and other land having natural and aesthetic values in its present state, all of great importance to the enjoyment and welfare of the People of the State of Maine; and

WHEREAS, any significant change or development, except as herein explicitly provided for, of the natural, scenic and wildlife resources of the CONSERVATION PROPERTY might have an adverse effect on the general welfare of the People of the State of Maine; and

WHEREAS, the GRANTOR and GRANTEE have the common purpose of protecting the CONSERVATION PROPERTY in perpetuity as managed timberland and as natural habitat for wildlife, plants and minerals, except as hereinafter provided.

NOW, THEREFORE, in consideration of the above-recited facts and of the covenants, terms, conditions and restrictions herein contained, and for other good and valuable consideration given by GRANTEE and THIRD PARTY to GRANTOR in consideration for the property rights herein conveyed, GRANTOR does hereby give, grant, bargain, sell and convey unto GRANTEE, its successors and assigns, with Quitclaim Covenant, as an absolute and unconditional grant, in perpetuity, for the benefit of the State of Maine, the general public and the CONSERVATION PROPERTY, a Conservation Easement over the CONSERVATION PROPERTY, and to the THIRD PARTY, rights of enforcement hereunder; all in accordance with the terms hereinafter set forth.:

1. Purpose. It is the purpose of this Conservation Easement to assure that except for timber harvesting and other permitted operations of GRANTOR, its successors and assigns, the CONSERVATION PROPERTY will be maintained in perpetuity in its undeveloped, scenic and natural condition; and to prevent any use of the CONSERVATION PROPERTY that will significantly alter or interfere with this condition. GRANTOR and GRANTEE intend that this Conservation Easement will confine, in accordance with the terms hereof, the uses of the CONSERVATION PROPERTY to activities which are compatible with the protection of mineral resources, wildlife habitat, the preservation of scenic, open

space and natural values, and the provision for limited access by the public for traditional forms of recreation associated with the Maine woods.

2. Rights of GRANTEE. To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the GRANTOR to the GRANTEE except as specifically provided in paragraph 4:

A. The right to preserve and protect the natural, open space, wildlife, mineral and scenic values of the CONSERVATION PROPERTY;

B. The right to enter the CONSERVATION PROPERTY at all reasonable times and in any reasonable manner, including, if necessary, to cross other lands of the GRANTOR, its successors and assigns, for the purposes of (i) inspecting the CONSERVATION PROPERTY to determine if there is compliance with the terms and purposes of this Conservation Easement, (ii) enforcing the terms of this Conservation Easement, (iii) observing and studying wildlife, mineral and other natural resources in a manner that will not disturb GRANTOR'S quiet enjoyment or other specified uses of the CONSERVATION PROPERTY, and (iv) exercising the other rights or duties of GRANTEE hereunder;

C. All other rights to enforce the terms of this Conservation Easement as provided in paragraph 11 hereof.

3. Prohibited Uses. Any activity upon or use of the CONSERVATION PROPERTY inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, all of the following activities and uses are expressly prohibited, except as specifically provided below or in paragraph 4:

A. Construction, installation or maintenance of buildings or structures of any kind including bridges and radio towers, except for minor temporary structures necessary or convenient to the exercise of reserved timber harvesting or permitted scientific study or observation;

B. Commercial campgrounds, except that the Grantor reserves the right to charge the public a user fee for primitive camping;

C. Construction or installation of camping structures, mobile homes, home trailers, billboards, signs, or other advertisements; except that picnic tables, fire rings, privies, tent platforms, and small signs to post the Conservation Property or to inform users of the existence of this grant or its terms, are permitted;

D. Dredging, surface or subsurface mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other earth materials, or other changes in the topography of the land; except for sand and gravel removed or relocated as necessary in the course of constructing or maintaining permitted roads, trails and skid trails;

E. Disturbance of trees, shrubs, vegetation and minerals and disturbance or change in wildlife, fish or other natural plant or animal habitat, except in the course of undertaking forest management activities conducted in accordance with standards that are no less protective of the scenic, natural and wildlife habitat values of the Conservation Property than those imposed under the rules and regulations of the Maine Land Use Regulation Commission in effect at the time of LURC's approval of the Lake Concept Plan referenced above; and except in the course of undertaking scientific study of the Conservation Property;

F. Dumping or disposal of ashes, trash, garbage, sludge, landfill or dredging spoils, or other solid or liquid waste;

G. Activities which result in accelerated erosion of soils or siltation of waters or are inconsistent with sound soil and water conservation practices;

H. Alteration or pollution of water courses, water table, groundwater or other water bodies;

I. Commercial, residential or industrial uses except as specified herein;

J. Severance, subdivision, partition or other division or conveyance by sale or lease of the CONSERVATION PROPERTY, or any part thereof, apart from the larger parcel owned by Grantor under deed from the Coburn Trust referenced above; except that the CONSERVATION PROPERTY, or any part thereof may be sold or leased for its conservation purposes to any entity to which this Conservation Easement may be transferred under Paragraph 17 herein;

K. Any other activities which are inconsistent with the terms of this Conservation Easement.

4. Reserved Rights. GRANTOR for itself, its successors and assigns, reserves and retains all other rights not expressly conveyed to and not inconsistent with the rights of the GRANTEE as provided for in paragraphs 2 and 3, including the following rights and uses of the CONSERVATION PROPERTY. These rights include the right to engage in or permit others to engage in such uses of the CONSERVATION PROPERTY, provided that all such rights and uses are carried out in a manner consistent with the terms and purpose of this Conservation Easement, and in accordance with all applicable federal, state, municipal and other governmental requirements:

A. Notwithstanding the provisions contained in Paragraphs 2 and 3 above, GRANTOR, its successors and assigns, reserve the right to conduct forest management activities on the CONSERVATION PROPERTY in accordance with methods and standards that are no less protective of the scenic, natural and wildlife habitat values of the Conservation Property than those of the rules and regulations of the Maine Land Use Regulation Commission in effect at the time of LURC's approval of the Lake Concept Plan referenced above; and reserve the right to use said CONSERVATION PROPERTY for any purpose whatsoever except as restricted in this Conservation Easement or as otherwise provided herein. GRANTOR agrees to provide GRANTEE with a copy of any timber management or timber harvesting plan affecting the CONSERVATION PROPERTY, as modified and updated from time to time.

B. The right to sell, give or otherwise convey the CONSERVATION PROPERTY, subject to the limitations of Paragraph 3(K) herein, and provided that every such conveyance is subject to and subordinate to all the terms of this Conservation Easement.

5. Inspection. GRANTEE may enter and inspect the CONSERVATION PROPERTY, in any reasonable manner and at reasonable times.

6. Arbitration of Disputes. Any dispute between Grantor and Grantee as to the meaning of this Conservation Easement shall be submitted to arbitration in accordance with Maine law at Title 14 M.R.S.A. Section 5927 et seq. GRANTOR AND GRANTEE shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute shall be binding upon the parties and shall be enforceable as part of this Easement. Notwithstanding the foregoing, no decision of the arbitrators may limit the duration of or terminate this Conservation Easement, nor increase the amount of development permitted on the CONSERVATION PROPERTY, nor result in a waiver or estoppel of any right to enforce this Conservation Easement in the case of breach, by any person, including trespassers or vandals. This paragraph shall not be construed as a limitation on the parties' rights to negotiate in good faith or to mutually agree to another method of alternative dispute resolution.

7. Public Access. There is conveyed herewith a right of access to the CONSERVATION PROPERTY from the water, for the use of the public. A right-of-way is also granted hereunder for the use of the public for access for pedestrian traffic over trails as they now exist or are hereafter located. The rights granted here is primarily for access to the CONSERVATION PROPERTY but it may be used

for access to other land owned by the GRANTOR for the purposes of outdoor recreation such as hunting, hiking and fishing. The right to primitive camping on the CONSERVATION PROPERTY is not conveyed hereby but the Grantor reserves the right to permit camping.

8. Costs and Liabilities. The GRANTOR retains all responsibilities and shall bear all costs and liabilities of every kind related to the ownership, control, operation, maintenance, taxation or otherwise with respect to the CONSERVATION PROPERTY, except for costs and liabilities associated with injury proximately caused by the negligent or willful acts, or failure to act, of GRANTEE, its successors and assigns, or injury to agents of GRANTEE, for which GRANTEE is responsible under worker's compensation obligations. In connection with public recreation or other legitimate public use, GRANTOR, GRANTEE and the THIRD PARTY claim immunity from liability to the general public for accidents, injuries, acts, or other claims to the fullest extent of the law under Maine's Recreational Use Statute at Title 14 M.R.S.A. Section 159-A, or successor provisions thereof, under the Maine Tort Claims Act at Title 14 M.R.S.A. Section 8101 et seq, or successor provisions, and under all other applicable provisions of law.

GRANTOR shall keep the CONSERVATION PROPERTY free of any liens or encumbrances arising out of any work performed for, materials furnished to, or other obligations incurred by GRANTOR or with respect to the CONSERVATION PROPERTY or which might impair, encumber or subordinate GRANTEE'S rights in this Conservation Easement. GRANTOR shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the CONSERVATION PROPERTY or any business, operation or activity thereon, and GRANTOR shall furnish GRANTEE with satisfactory evidence of such payment upon request. If GRANTOR becomes delinquent in payment of such taxes, assessments, fees or charges, such that a lien against the CONSERVATION PROPERTY is created or threatened, GRANTEE, at its discretion, may pay the same and shall be entitled to recover the costs thereof from GRANTOR as provided under Paragraph 11 hereof, and may take any other action as may be necessary to protect GRANTEE'S interest in the CONSERVATION PROPERTY.

9. GRANTEE'S Remedies. The GRANTEE has the right to enforce the terms of this Conservation Easement by proceedings at law or in equity, including but not limited to the right to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required by the terms of this Conservation Easement. The GRANTEE'S right of enforcement includes but is not limited to the following procedures:

A. If the GRANTEE determines that there is a violation of the terms of this Conservation Easement or that such a violation is threatened, the GRANTEE shall give written notice by certified mail to GRANTOR and shall specify appropriate restoration or corrective action which GRANTEE determines will cure the violation or restore the CONSERVATION PROPERTY to the condition required by this Conservation Easement. If GRANTOR fails to cure the violation within 30 days following such notice, or, under circumstances where the violation cannot be reasonably cured within a 30-day period, fails to begin curing such violation within the 30-day period or fails to continue diligently to cure such violation until finally cured, GRANTEE may pursue its remedies at law or in equity ; provided that, in the event of an emergency or other imminent need for immediate action, GRANTEE may pursue its remedies ex parte , after making reasonable efforts to notify GRANTOR.

B. GRANTEE may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. Without limitation, in such action GRANTEE is entitled to an order of the court to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required under this Conservation Easement, as well as to enjoin any non-compliance by temporary restraining order, preliminary and permanent injunction or by order of specific performance of the terms of this Conservation Easement, or to recover any damages arising from such non-compliance. GRANTEE is entitled to recover from GRANTOR all reasonable costs of enforcement, in addition to any other damages determined by the court as appropriate, provided however, prior to GRANTEE initiating any enforcement action against a trespasser, vandal or party other than GRANTOR, its successors or assigns, or any person acting by through or under them, whether authorized or not to do the acts

that result in a violation, (hereafter "trespasser") GRANTOR shall have the option of restoring the CONSERVATION PROPERTY as required in Paragraph 10(A) hereof, and of being subrogated to GRANTEE's rights against the party causing the violation, and in the event that such restoration is completed by GRANTOR, is not responsible for Grantee's costs of enforcement against the "trespasser".

C. GRANTEE'S rights and remedies hereunder apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement.

D. GRANTOR agrees that GRANTEE'S remedies at law for any violation of the terms of this Conservation Easement are inadequate, and that GRANTEE is entitled to injunctive and equitable relief, both prohibitive and mandatory, in addition to such other relief to which GRANTEE may be entitled hereunder, all without posting any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10. THIRD PARTY Rights, and GRANTEE'S Discretion. The State of Maine, acting through the Maine Land Use Regulation Commission (LURC), (hereafter, "THIRD PARTY") is hereby granted a third-party right of enforcement to assure compliance with all of the covenants and restrictions herein including but not limited to the authority of the Commission under 12 M.R.S.A. Section 681 et seq. In connection with such efforts, the THIRD PARTY, or its designee, shall have all of the rights granted to GRANTEE to enter and to enforce this Conservation Easement, as well as the right granted to GRANTEE to observe and study forestry practices and conduct research and studies in any manner that will not disturb GRANTOR'S quiet enjoyment of the Protected Property.

Although it is the right and responsibility of GRANTEE, and in its absence, failure or disability, the THIRD PARTY, to enforce the terms of this Conservation Easement, such enforcement is at the sole discretion of the GRANTEE or the THIRD PARTY and any failure or forbearance by GRANTEE or the THIRD PARTY to exercise its rights under this Conservation Easement in the event of any breach or threatened breach of its terms shall not be deemed or construed to be a waiver by GRANTEE or the THIRD PARTY of any such term or of any subsequent breach of the same or any other terms of this Conservation Easement or of any of GRANTEE'S or the THIRD PARTY'S rights under this Conservation Easement. No delay or forbearance by GRANTEE or the THIRD PARTY in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. GRANTOR hereby waives any defense of laches, estoppel or prescription.

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

12. Amendment. GRANTOR, its successors and assigns, and GRANTEE, with the written consent of the THIRD PARTY, have the right to amend this Conservation Easement, provided that any such amendment, in the sole discretion of the GRANTEE and the THIRD PARTY, furthers or is not inconsistent with the purpose of this Conservation Easement as set forth in paragraph 1. Such amendments shall become effective upon recordation at the Somerset County Registry of Deeds. Notwithstanding the foregoing, the GRANTOR and GRANTEE and THIRD PARTY have no right or power to agree to any amendments that would result in limitation of the term, or in termination of this Conservation Easement or that would cause it to fail to qualify as a valid Conservation Easement under 33 M.R.S.A. sections 476 et . seq., as now or hereafter amended, without Court order.

13. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation

Easement and the application of any such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

14. Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, interpretation should be in favor of conserving and protecting the CONSERVATION PROPERTY for the purposes stated in this Conservation Easement, subject to the rights reserved by the GRANTOR, its successors and assigns. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by applicable laws and regulations of any federal, state or local government.

15. Assignment by GRANTEE. This Conservation Easement is transferable by GRANTEE, but only with the approval of the then owner of the affected CONSERVATION PROPERTY and THIRD PARTY, and only if GRANTEE assigns its rights and obligations to an organization of a kind that is a qualified holder of conservation easements as provided by 33 M.R.S.A. section 476 et seq., as now or hereafter amended, and as provided under the Internal Revenue Code of 1986, Section 170(h), and applicable regulations, as now or hereafter amended. In the event of any such transfer or assignment, GRANTEE shall give written notice by certified mail to the THIRD PARTY and the GRANTOR.

16. Transfer by GRANTOR. In the event that GRANTOR, its successors and assigns, transfers or otherwise conveys ownership of the fee in the CONSERVATION PROPERTY, or any other interest in such property including without limitation a mortgage or leasehold interest, reference to this Conservation Easement shall be made, by registry book and page, in the instrument of transfer. The interest of the transferee or person to whom such conveyance is made shall in every regard be subordinate and subject to this Conservation Easement and the rights of GRANTEE hereunder, and all future owners, transferees, lessees and occupants must comply with the terms of this Conservation Easement and shall have the duties of the GRANTOR hereunder. GRANTOR shall immediately give GRANTEE and the third party enforcer written notice of any conveyance of any interest in the CONSERVATION PROPERTY.

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

To GRANTOR:

Lowell Company Timber Associates (or owner of record)
75 Kneeland Street
Boston, MA 02111

To the GRANTEE:

To the THIRD PARTY:

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

18. Recordation. GRANTEE must record this Conservation Easement in the Somerset County Registry of Deeds and may re-record it at any time or place as may be required to preserve its rights herein.

19. Successors and Assigns. Subject to the terms hereof, all of the covenants, terms, conditions, restrictions and agreements set forth in this Conservation Easement is binding upon, and inure to the benefit of, the parties hereto and their respective representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the CONSERVATION PROPERTY.

20. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Conservation Easement or CONSERVATION PROPERTY, as the case may be, provided that such transfer is in complete accordance with the terms hereof, and except that liability for acts or omissions occurring prior to transfer survives transfer.

21. Miscellaneous.

A. Controlling Law. The interpretation and performance of this Conservation Easement is governed by the laws of the State of Maine.

B. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement, all of which are merged herein.

C. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

D. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

IN WITNESS WHEREOF, the GRANTOR, by its general partner, being duly authorized, has signed and sealed this instrument the day and year first above written.

LOWELL & COMPANY TIMBER ASSOCIATES

By: _____
Witness

Its President and General Partner

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF Somerset, SS. _____, 199__

Personally appeared _____, the general partner and authorized representative of Lowell & Company Timber Associates, the above-named GRANTOR, who acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership.

Before me,

Notary Public/Attorney at Law

Printed Name:

GRANTEE ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, GRANTEE and Holder as aforesaid, and _____

does hereby accept the foregoing Conservation Easement hereunto duly authorized, this _____ day of _____, 1992.

By: _____
Witness
Its President

GRANTEE'S ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF _____, SS. _____, 199__

Personally appeared _____, the authorized representative of the _____, who acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said organization.

Before me,

Notary Public/Attorney at Law

Printed Name:

THIRD PARTY ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, THIRD PARTY as aforesaid, and _____ does hereby accept the foregoing Conservation Easement, by and through _____, in his capacity as _____, hereunto duly authorized, this _____ day of _____, 1992.

By: _____
Witness

THIRD PARTY ACKNOWLEDGMENT

The State of Maine
County of Kennebec, ss. Date: _____, 1992

Then personally appeared, _____, hereunto duly authorized, and acknowledged the foregoing to be free act and deed in his capacity as Director of the Maine Land Use Regulation Commission,

Before me,

Notary Public/Attorney at Law

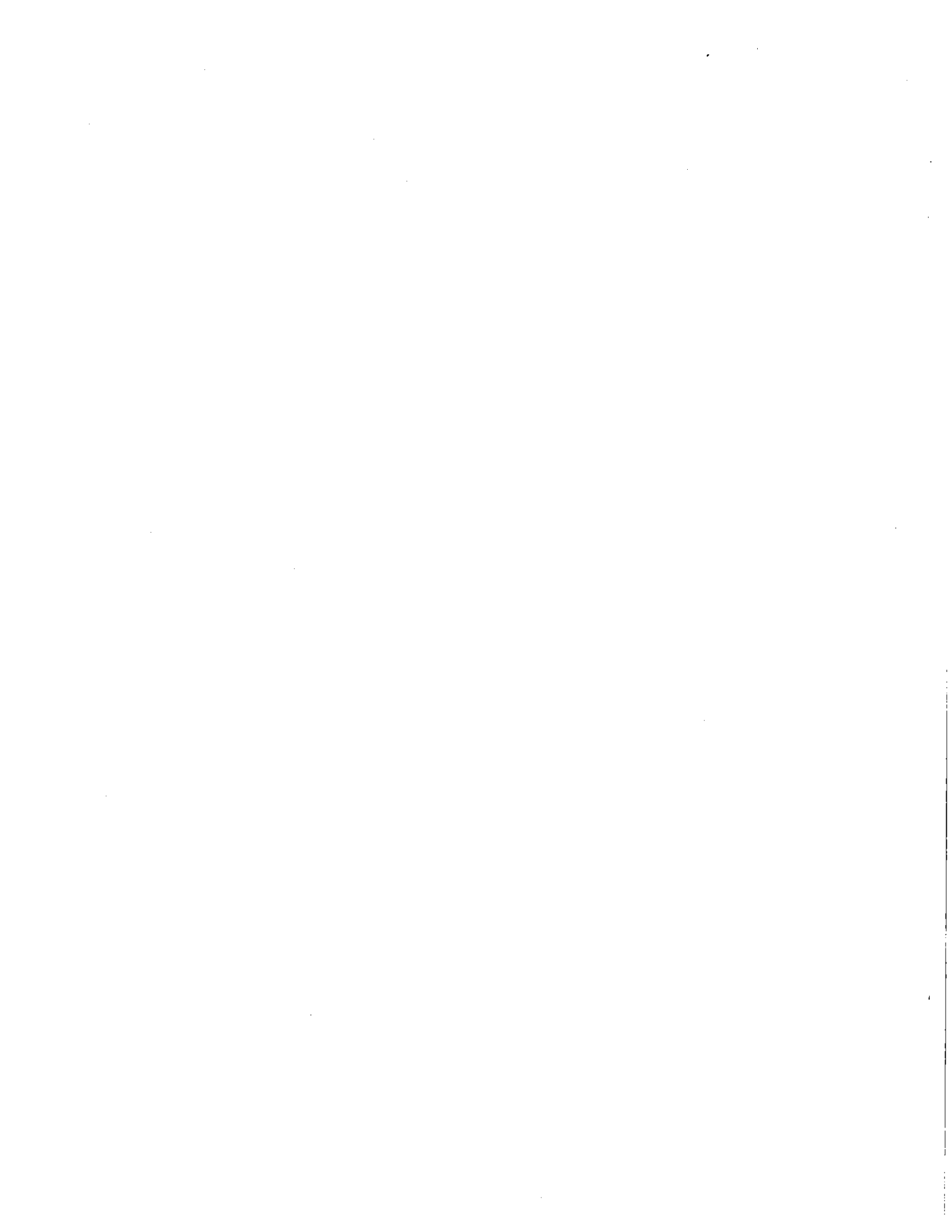
Printed Name:

ATTACHED EXHIBITS:

Exhibit A: Map of Protected Property

Exhibit B: Descriptive Bounds of Protected Property

NOTE: IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING DEEDED INTERESTS IN THE PROTECTED PROPERTY, STATE LAW REQUIRES THE OWNERS OF THESE INTERESTS TO CONSENT TO THIS EASEMENT OR BE UNAFFECTED BY IT. IRS TAX LAW REQUIRES IN ADDITION THE SUBORDINATION OF MORTGAGES TO THE RIGHT OF THE HOLDER TO ENFORCE THE RESTRICTIONS OF THE EASEMENT.



DRAFT April 9, 1993

CONSERVATION EASEMENT
IN ATTEAN TOWNSHIP AND DENNISTOWN PLANTATION,
SOMERSET COUNTY, MAINE

SHORELAND ON WOOD, MUD AND LITTLE BIG WOOD PONDS

This grant of conservation easement is made this day of , 19 , by Lowell & Company Timber Associates , a Massachusetts limited partnership registered to do business in the State of Maine, with offices in Boston, Massachusetts, and Jackman, Maine (hereinafter "GRANTOR"), to the , (hereinafter "GRANTEE"), having a mailing address of : ; and to the , (hereinafter "THIRD PARTY"), having a mailing address of :

WHEREAS, GRANTOR is the sole owner in fee simple of land located in Attean Township and Dennistown Plantation, Somerset County, Maine, under a deed to Grantor from the Liquidating Trustees of Coburn Land Trust, dated 6/11/87, and recorded at Book 1349, and Page 250, of the Somerset County Registry of Deeds, certain portions of which, comprising land within 500 feet of the high water mark of Wood, Mud and Little Big Wood Ponds described in Grantor's Lake Concept Plan as the "Shoreland Conservation Area", (hereinafter referred to as the "CONSERVATION PROPERTY"); and,, more particularly depicted in Exhibit A and described in Exhibit B, both attached hereto and made a part hereof; reference is also made to the approved Lake Concept Plan for Grantor's entire premises, of which the CONSERVATION PROPERTY is a part, on file at the offices of the State of Maine's Land Use Regulation Commission (hereafter LURC); and

WHEREAS, the GRANTEE is qualified to hold conservation easements pursuant to 33 M.R.S.A. section 476, et seq., as amended, and Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the CONSERVATION PROPERTY represents significant shoreland having natural and aesthetic values in its present state, all of great importance to the enjoyment and welfare of the People of the State of Maine; and

WHEREAS, any significant change or development, except as herein explicitly provided for, of the natural, scenic and wildlife resources of the CONSERVATION PROPERTY might have an adverse effect on the general welfare of the People of the State of Maine; and

WHEREAS, the GRANTOR and GRANTEE have the common purpose of protecting the CONSERVATION PROPERTY in perpetuity as managed timberland and as natural habitat for wildlife, plants and minerals, except as hereinafter provided.

NOW, THEREFORE, in consideration of the above-recited facts and of the covenants, terms, conditions and restrictions herein contained, and for other good and valuable consideration given by GRANTEE and THIRD PARTY to GRANTOR in consideration for the property rights herein conveyed, GRANTOR does hereby give, grant, bargain, sell and convey unto GRANTEE, its successors and assigns, with Quitclaim Covenant, in accordance with the conditions described in Paragraph 5 as an absolute and unconditional grant, forever and in perpetuity, for the benefit of the State of Maine, the general public and the CONSERVATION PROPERTY, a Conservation Easement over the CONSERVATION PROPERTY, and to the THIRD PARTY, rights of enforcement hereunder; all in accordance with the terms hereinafter set forth.:

1. Purpose. It is the purpose of this Conservation Easement to assure that except for timber harvesting and other permitted operations of GRANTOR, its successors and assigns, the CONSERVATION PROPERTY will be maintained in perpetuity in its undeveloped, scenic and natural condition; and to prevent any use of the CONSERVATION PROPERTY that will significantly alter or interfere with this condition. GRANTOR and GRANTEE intend that this Conservation Easement will confine, in accordance with the terms hereof, the uses of the CONSERVATION PROPERTY to activities which are compatible with the protection of mineral resources, wildlife habitat, the preservation of scenic, open space and natural values, and the provision for limited access by the public for traditional forms of recreation associated with the Maine woods.

2. Rights of GRANTEE. To accomplish the purposes of this Conservation Easement, the following affirmative rights are conveyed by the GRANTOR to the GRANTEE except as specifically provided in paragraph 4:

A. The right to preserve and protect the natural, open space, wildlife, mineral and scenic values of the CONSERVATION PROPERTY;

B. The right to enter the CONSERVATION PROPERTY at all reasonable times and in any reasonable manner, including, if necessary, to cross other lands of the GRANTOR, its successors and assigns, for the purposes of (i) inspecting the CONSERVATION PROPERTY to determine if there is compliance with the terms and purposes of this Conservation Easement, (ii) enforcing the terms of this Conservation Easement, (iii) observing and studying wildlife, mineral and other natural resources in a manner that will not disturb GRANTOR'S quiet enjoyment or other specified uses of the CONSERVATION PROPERTY, and (iv) exercising the other rights or duties of GRANTEE hereunder;

C. All other rights to enforce the terms of this Conservation Easement as provided in paragraph 11 hereof.

3. Prohibited Uses. Any activity upon or use of the CONSERVATION PROPERTY inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, all of the following activities and uses are expressly prohibited, except as specifically provided below or in paragraph 4:

A. Construction, installation or maintenance of buildings or structures of any kind including bridges and radio towers, except for minor temporary structures necessary or convenient to the exercise of reserved timber harvesting or permitted scientific study or observation;

B. Commercial campgrounds, except that the Grantor reserves the right to charge the public a user fee for primitive camping;

C. Construction or installation of new roads including land management roads within 250 feet of the high water mark of Wood, Mud or Little Big Wood Ponds provided that new construction shall not be deemed to include skid trails, winter roads and associated improvements to control erosion and sedimentation necessary for the periodic harvesting of wood, and except that hiking trails for public recreation are permitted;

D. Construction or installation of camping structures, mobile homes, home trailers, billboards, signs, or other advertisements; except that picnic tables, fire rings, privies, tent platforms, and small signs to post the Conservation Property or to inform users of the existence of this grant or its terms, are permitted;

E. Dredging, surface or subsurface mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other earth materials, or other changes in the topography of the land; except for sand and gravel removed or relocated as necessary in the course of constructing or maintaining permitted roads, trails and skid trails;

F. Disturbance of trees, shrubs, vegetation and minerals and disturbance or change in wildlife, fish or other natural plant or animal habitat, except in the course of undertaking forest management activities conducted in accordance with standards that are no less protective of the scenic, natural and wildlife habitat values of the Conservation Property than those imposed under the rules and regulations of the Maine Land Use Regulation Commission in effect at the time of LURC's approval of the Lake Concept Plan referenced above; and except in the course of undertaking scientific study of the Conservation Property;

G. Dumping or disposal of ashes, trash, garbage, sludge, landfill or dredging spoils, or other solid or liquid waste;

H. Activities which result in accelerated erosion of soils or siltation of waters or are inconsistent with sound soil and water conservation practices;

I. Alteration or pollution of water courses, water table, groundwater or other water bodies;

J. Commercial, residential or industrial uses, except as specified herein;

K. Severance, subdivision, partition or other division or conveyance by sale or lease of the CONSERVATION PROPERTY, or any part thereof, apart from the larger parcel owned by Grantor under deed from the Coburn Trust referenced above; except that the CONSERVATION PROPERTY, or any part thereof may be sold or leased for its conservation purposes to any entity to which this Conservation Easement may be transferred under Paragraph 17 herein, and except that the CONSERVATION PROPERTY, or any part thereof, may be conveyed as part of a conveyance of a contiguous larger parcel of not less than 400 or more acres;

L. Any other activities which are inconsistent with the terms of this Conservation Easement.

4. **Reserved Rights.** GRANTOR for itself, its successors and assigns, reserves and retains all other rights not expressly conveyed to and not inconsistent with the rights of the GRANTEE as provided for in paragraphs 2 and 3, including the following rights and uses of the CONSERVATION PROPERTY. These rights include the right to engage in or permit others to engage in such uses of the CONSERVATION PROPERTY, provided that all such rights and uses are carried out in a manner consistent with the terms and purpose of this Conservation Easement, and in accordance with all applicable federal, state, municipal and other governmental requirements:

A. Notwithstanding the provisions contained in Paragraphs 2 and 3 above, GRANTOR, its successors and assigns, reserve the right to conduct forest management activities on the CONSERVATION PROPERTY in accordance with methods and standards that are no less protective of the scenic, natural and wildlife habitat values of the Conservation Property than those of the rules and regulations of the Maine Land Use Regulation Commission in effect at the time of LURC's approval of the Lake Concept Plan referenced above; and reserve the right to use said CONSERVATION PROPERTY for any purpose whatsoever except as restricted in this Conservation Easement or as otherwise provided herein. GRANTOR agrees to provide GRANTEE and THIRD PARTY with a copy of any timber management or timber harvesting plan affecting the CONSERVATION PROPERTY, as modified and updated from time to time.

B. The right to sell, give or otherwise convey the CONSERVATION PROPERTY, subject to the limitations of Paragraph 3(K) herein, and provided that every such conveyance is subject to and subordinate to all the terms of this Conservation Easement.

5. **Conditions Vesting this Conservation Easement in Perpetuity.** There are 17 parcels of shorefront CONSERVATION PROPERTY separated by 13 immediately adjacent development parcels, on Wood, Mud and Little Big Wood Ponds, as described in Exhibit B. Upon sale or lease of one or more lots within a development parcel, conservation easements for certain conservation parcels shall be "triggered" as is described in the Land Use Regulation Commission approved Concept Plan for Lowell & Company Timber Associates in Attean Township and Dennistown Plantation (Part III.C.2.a). When such conditions occur, and if so, then this Conservation Easement shall automatically vest in GRANTEE and the THIRD PARTY forever and in perpetuity, with respect to the appropriate portions of the CONSERVATION PROPERTY. Part III.C.2.a. of said Plan is made a part hereof by this reference. Notwithstanding that this Conservation Easement shall vest automatically in perpetuity, as aforesaid, Grantor shall cause to be executed and recorded at the County Registry of Deeds, an affidavit attesting to the occurrence of each instance of a sale or lease that triggers this Conservation Easement, describing the affected parcels, within thirty days of any such sale or lease.

6. **Inspection.** GRANTEE may enter and inspect the CONSERVATION PROPERTY, in any reasonable manner and at reasonable times.

7. **Arbitration of Disputes.** Any dispute between Grantor and Grantee as to the meaning of this Conservation Easement shall be submitted to arbitration in accordance with Maine law at Title 14

M.R.S.A. Section 5927 et seq. GRANTOR AND GRANTEE shall each choose an arbitrator within thirty (30) days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute shall be binding upon the parties and shall be enforceable as part of this Easement. Notwithstanding the foregoing, no decision of the arbitrators may limit the duration of or terminate this Conservation Easement, nor increase the amount of development permitted on the CONSERVATION PROPERTY, nor result in a waiver or estoppel of any right to enforce this Conservation Easement in the case of breach, by any person, including trespassers or vandals. This paragraph shall not be construed as a limitation on the parties' rights to negotiate in good faith or to mutually agree to another method of alternative dispute resolution.

8. Public Access. There is conveyed herewith a right of access to the CONSERVATION PROPERTY from the water, for the use of the public. A right-of-way is also granted hereunder for the use of the public for access for pedestrian traffic over trails as they now exist or are hereafter located. The rights granted here is primarily for access to the CONSERVATION PROPERTY but it may be used for access to other land owned by the GRANTOR for the purposes of outdoor recreation such as hunting, hiking and fishing. The right to primitive camping on the CONSERVATION PROPERTY is not conveyed hereby but the Grantor reserves the right to permit camping.

9. Costs and Liabilities. The GRANTOR retains all responsibilities and shall bear all costs and liabilities of every kind related to the ownership, control, operation, maintenance, taxation or otherwise with respect to the CONSERVATION PROPERTY, except for costs and liabilities associated with injury proximately caused by the negligent or willful acts, or failure to act, of GRANTEE, its successors and assigns, or injury to agents of GRANTEE, for which GRANTEE is responsible under worker's compensation obligations. In connection with public recreation or other legitimate public use, GRANTOR, GRANTEE and the THIRD PARTY claim immunity from liability to the general public for accidents, injuries, acts, or other claims to the fullest extent of the law under Maine's Recreational Use Statute at Title 14 M.R.S.A. Section 159-A, or successor provisions thereof, under the Maine Tort Claims Act at Title 14 M.R.S.A. Section 8101 et seq, or successor provisions, and under all other applicable provisions of law.

GRANTOR shall keep the CONSERVATION PROPERTY free of any liens or encumbrances arising out of any work performed for, materials furnished to, or other obligations incurred by GRANTOR or with respect to the CONSERVATION PROPERTY or which might impair, encumber or subordinate GRANTEE'S rights in this Conservation Easement. GRANTOR shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the CONSERVATION PROPERTY or any business, operation or activity thereon, and GRANTOR shall furnish GRANTEE with satisfactory evidence of such payment upon request. If GRANTOR becomes delinquent in payment of such taxes, assessments, fees or charges, such that a lien against the CONSERVATION PROPERTY is created or threatened, GRANTEE, at its discretion, may pay the same and shall be entitled to recover the costs thereof from GRANTOR as provided under Paragraph 11 hereof, and may take any other action as may be necessary to protect GRANTEE'S interest in the CONSERVATION PROPERTY.

10. GRANTEE'S Remedies. The GRANTEE has the right to enforce the terms of this Conservation Easement by proceedings at law or in equity, including but not limited to the right to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required by the terms of this Conservation Easement. The GRANTEE'S right of enforcement includes but is not limited to the following procedures:

A. If the GRANTEE determines that there is a violation of the terms of this Conservation Easement or that such a violation is threatened, the GRANTEE shall give written notice by certified mail to GRANTOR and shall specify appropriate restoration or corrective action which GRANTEE determines will cure the violation or restore the CONSERVATION PROPERTY to the condition required by this Conservation Easement. If GRANTOR fails to cure the violation within 30 days following such notice, or, under circumstances where the violation cannot be

reasonably cured within a 30-day period, fails to begin curing such violation within the 30-day period or fails to continue diligently to cure such violation until finally cured, GRANTEE may pursue its remedies at law or in equity ; provided that, in the event of an emergency or other imminent need for immediate action, GRANTEE may pursue its remedies ex parte , after making reasonable efforts to notify GRANTOR.

B. GRANTEE may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. Without limitation, in such action GRANTEE is entitled to an order of the court to require the restoration of the CONSERVATION PROPERTY to the extent it can be reasonably restored to the condition required under this Conservation Easement, as well as to enjoin any non-compliance by temporary restraining order, preliminary and permanent injunction or by order of specific performance of the terms of this Conservation Easement, or to recover any damages arising from such non-compliance. GRANTEE is entitled to recover from GRANTOR all reasonable costs of enforcement, in addition to any other damages determined by the court as appropriate, provided however, prior to GRANTEE initiating any enforcement action against a trespasser, vandal or party other than GRANTOR, its successors or assigns, or any person acting by through or under them, whether authorized or not to do the acts that result in a violation, (hereafter "trespasser") GRANTOR shall have the option of restoring the CONSERVATION PROPERTY as required in Paragraph 10(A) hereof, and of being subrogated to GRANTEE's rights against the party causing the violation, and in the event that such restoration is completed by GRANTOR, is not responsible for Grantee's costs of enforcement against the "trespasser".

C. GRANTEE'S rights and remedies hereunder apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement.

D. GRANTOR agrees that GRANTEE'S remedies at law for any violation of the terms of this Conservation Easement are inadequate, and that GRANTEE is entitled to injunctive and equitable relief, both prohibitive and mandatory, in addition to such other relief to which GRANTEE may be entitled hereunder, all without posting any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

11. THIRD PARTY Rights, and GRANTEE'S Discretion. The State of Maine, acting through the Maine Land Use Regulation Commission (LURC), (hereafter, "THIRD PARTY") is hereby granted a third-party right of enforcement to assure compliance with all of the covenants and restrictions herein including but not limited to the authority of the Commission under 12 M.R.S.A. Section 681 et seq. In connection with such efforts, the THIRD PARTY, or its designee, shall have all of the rights granted to GRANTEE to enter and to enforce this Conservation Easement, as well as the right granted to GRANTEE to observe and study forestry practices and conduct research and studies in any manner that will not disturb GRANTOR'S quiet enjoyment of the Protected Property.

Although it is the right and responsibility of GRANTEE, and in its absence, failure or disability, the THIRD PARTY, to enforce the terms of this Conservation Easement, such enforcement is at the sole discretion of the GRANTEE or the THIRD PARTY and any failure or forbearance by GRANTEE or the THIRD PARTY to exercise its rights under this Conservation Easement in the event of any breach or threatened breach of its terms shall not be deemed or construed to be a waiver by GRANTEE or the THIRD PARTY of any such term or of any subsequent breach of the same or any other terms of this Conservation Easement or of any of GRANTEE'S or the THIRD PARTY'S rights under this Conservation Easement. No delay or forbearance by GRANTEE or the THIRD PARTY in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. GRANTOR hereby waives any defense of laches, estoppel or prescription.

12. Extinguishment. The inability to carry on any or all of the uses permitted on the CONSERVATION PROPERTY, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds to terminate it or alter its terms. The fact that any of the uses prohibited herein, or any other uses not mentioned, may become greatly more economically valuable than uses which are permitted herein, or that neighboring properties may in the future be put entirely to uses incompatible with those permitted herein, has been considered by GRANTOR in granting this

perpetual Conservation Easement. It is the GRANTOR'S and the GRANTEE'S belief that any such changes in use will increase the benefit to the public of the continuation of this Conservation Easement, and it is the intent of both the GRANTOR and the GRANTEE that any such changes should not be deemed to be changed conditions permitting extinguishment or alteration of this Conservation Easement.

13. Amendment. GRANTOR, its successors and assigns, and GRANTEE, with the written consent of the THIRD PARTY, have the right to amend this Conservation Easement provided that any such amendment, in the sole discretion of the GRANTEE and the THIRD PARTY, furthers or is not inconsistent with the purpose of this Conservation Easement as set forth in paragraph 1. Such amendments shall become effective upon recordation at the Somerset County Registry of Deeds. Notwithstanding the foregoing, the GRANTOR and GRANTEE and THIRD PARTY have no right or power to agree to any amendments that would result in limitation of the term, or in termination of this Conservation easement or that would cause it to fail to qualify as a valid Conservation Easement under 33 M.R.S.A. sections 476 et . seq., as now or hereafter amended, without Court order.

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

15. Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, interpretation should be in favor of conserving and protecting the CONSERVATION PROPERTY for the purposes stated in this Conservation Easement, subject to the rights reserved by the GRANTOR, its successors and assigns. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by applicable laws and regulations of any federal, state or local government.

16. Assignment by GRANTEE. This Conservation Easement is transferable by GRANTEE, but only with the approval of the then owner of the affected CONSERVATION PROPERTY and THIRD PARTY, and only if GRANTEE assigns its rights and obligations to an organization of a kind that is a qualified holder of conservation easements as provided by 33 M.R.S.A. section 476 et seq., as now or hereafter amended, and as provided under the Internal Revenue Code of 1986, Section 170(h), and applicable regulations, as now or hereafter amended. In the event of any such transfer or assignment, GRANTEE shall give written notice by certified mail to the THIRD PARTY and the GRANTOR.

17. Transfer by GRANTOR. In the event that GRANTOR, its successors and assigns, transfers or otherwise conveys ownership of the fee in the CONSERVATION PROPERTY, or any other interest in such property including without limitation a mortgage or leasehold interest, reference to this Conservation Easement shall be made, by registry book and page, in the instrument of transfer. The interest of the transferee or person to whom such conveyance is made shall in every regard be subordinate and subject to this Conservation Easement and the rights of GRANTEE hereunder, and all future owners, transferees, lessees and occupants must comply with the terms of this Conservation Easement and shall have the duties of the GRANTOR hereunder. GRANTOR shall immediately give GRANTEE and the third party enforcer written notice of any conveyance of any interest in the CONSERVATION PROPERTY.

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

To GRANTOR:
Lowell Company Timber Associates (or owner of record)
75 Kneeland Street
Boston, MA 02111
To the GRANTEE:

To the THIRD PARTY:

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

19. Recordation. GRANTEE must promptly record this Conservation Easement in the Somerset County Registry of Deeds and may re-record it at any time or place as may be required to preserve its rights herein.

20. Successors and Assigns. Subject to the terms hereof, all of the covenants, terms, conditions, restrictions and agreements set forth in this Conservation Easement is binding upon, and inure to the benefit of, the parties hereto and their respective representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the CONSERVATION PROPERTY.

21. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Conservation Easement or CONSERVATION PROPERTY, as the case may be, provided that such transfer is in complete accordance with the terms hereof, and except that liability for acts or omissions occurring prior to transfer survives transfer.

22. Miscellaneous.

A. Controlling Law. The interpretation and performance of this Conservation Easement is governed by the laws of the State of Maine.

B. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement, all of which are merged herein.

C. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

D. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

IN WITNESS WHEREOF, the GRANTOR, by its general partner, being duly authorized, has signed and sealed this instrument the day and year first above written.

LOWELL & COMPANY TIMBER ASSOCIATES

By: _____ Witness
Its President and General Partner

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF Somerset, SS. _____, 199__

Personally appeared _____, the general partner and authorized representative of Lowell & Company Timber Associates, the above-named GRANTOR, who

acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited partnership.

Before me,

Notary Public/Attorney at Law

Printed Name:

GRANTEE ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, GRANTEE and Holder as aforesaid, and _____ does hereby accept the foregoing Conservation Easement hereunto duly authorized, this day of _____, 1992.

By: Witness

Its President

GRANTEE'S ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF _____, SS. _____, 199__

Personally appeared _____, the authorized representative of the _____, who acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said organization.

Before me,

Notary Public/Attorney at Law

Printed Name:

THIRD PARTY ACCEPTANCE

The foregoing Conservation Easement has been authorized to be accepted by _____, THIRD PARTY as aforesaid, and _____ does hereby accept the foregoing Conservation Easement, by and through _____, in his capacity as _____, hereunto duly authorized, this _____ day of _____, 1992.

By: Witness

THIRD PARTY ACKNOWLEDGMENT

The State of Maine

County of Kennebec, ss. Date: , 1992

Then personally appeared, _____, hereunto duly authorized, and acknowledged the foregoing to be free act and deed in his capacity as Director of the Maine Land Use Regulation Commission.

Before me,

Notary Public/Attorney at Law

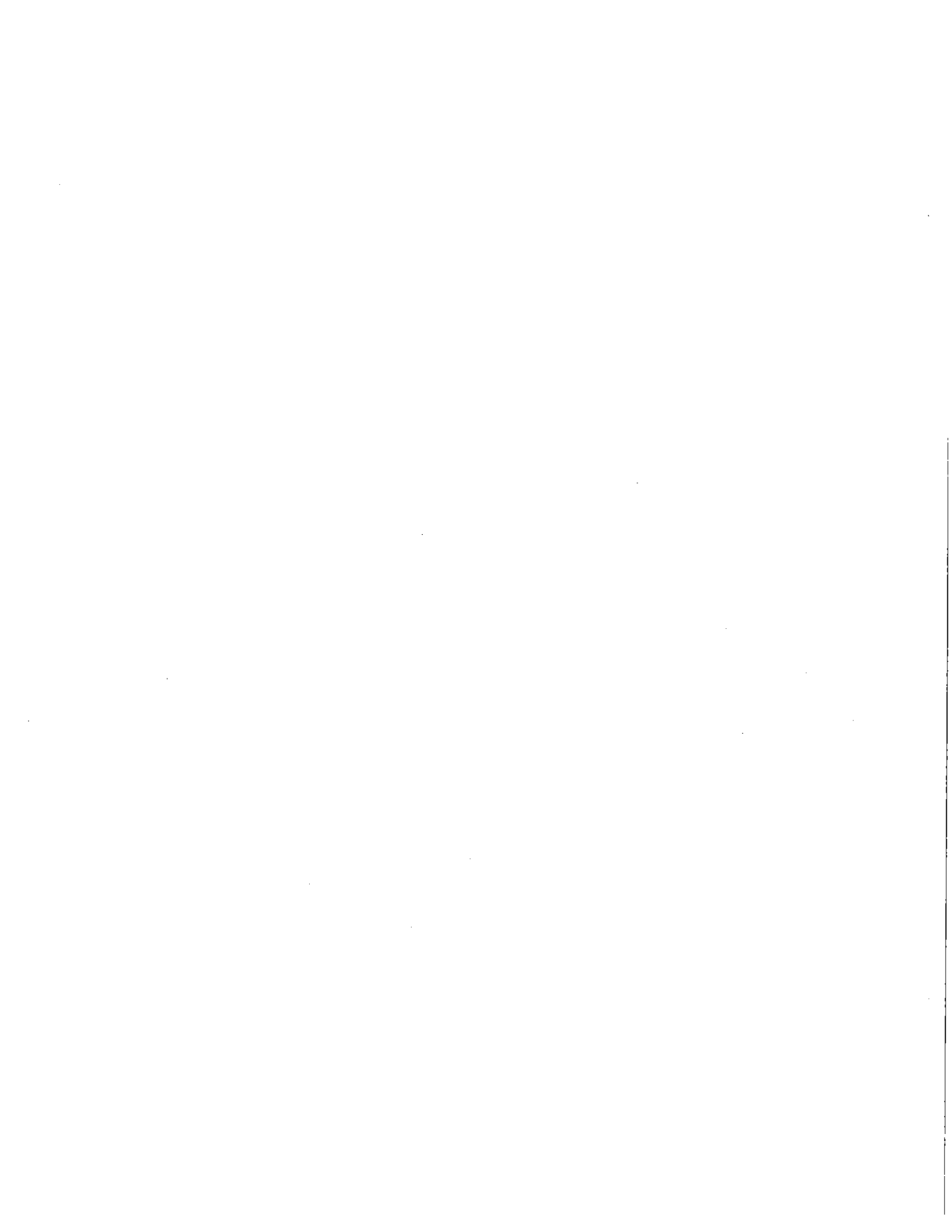
Printed Name:

ATTACHED EXHIBITS:

Exhibit A: Map of Protected Property

Exhibit B: Descriptive Bounds of Protected Property

NOTE: IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING DEEDED INTERESTS IN THE PROTECTED PROPERTY, STATE LAW REQUIRES THE OWNERS OF THESE INTERESTS TO CONSENT TO THIS EASEMENT OR BE UNAFFECTED BY IT. IRS TAX LAW REQUIRES IN ADDITION THE SUBORDINATION OF MORTGAGES TO THE RIGHT OF THE HOLDER TO ENFORCE THE RESTRICTIONS OF THE EASEMENT.



PART IV. DEFINITIONS

The following definitions apply to the following terms as they appear in this Resource Plan:

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., Section 682.
2. **Body of Standing Water:**
A body of surface water that has no perceptible flow and is substantially permanent in nature. Such bodies of water are commonly referred to as man-made or natural lakes or ponds.
3. **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., Section 682. The Commission finds that temporary camping tents constructed of cloth or similar materials do not comprise buildings as so defined.
4. **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.
5. **Campground:**
Any area, other than a camp site, designed for transient occupancy by camping in tents or similar facilities designed for temporary shelter.
6. **Camp Site:**
Any area designed for transient occupancy by camping primarily in tents or lean-tos; under this definition, permanent structures shall be limited to privies, fireplaces, picnic tables (with or without roofs), lean-tos and water pumps.
7. **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.
8. **Commercial Sporting Camp:**
A building or group of buildings devoted primarily to the offering of primitive lodging facilities for a fee to persons primarily in pursuit of primitive recreation or snowmobiling.
9. **Commission:**
The Land Use Regulation Commission.
10. **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.
11. **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.

12. **Docking or Mooring 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 anchoring devices, but excluding boat houses and float plane hangars. When associated with this phrase, the term "permanent" shall mean facilities in place for longer than 7 months in any calendar year. For purposes of this Chapter, the term "docking facilities" shall have the same meaning as "docking or mooring structure".
13. **Dwelling Unit:**
A room or group of rooms designed and equipped for use primarily as living quarters, including any home occupations, for one family. The term shall not include buildings or parts of buildings used as a commercial sporting camp or other similar facility which is rented or leased on a relatively short term basis.
14. **Family:**
One or more persons occupying a premises and living as a single housekeeping unit.
15. **Fishery Management Practices:**
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.
16. **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.
17. **Forest:**
A plant community predominantly of trees and other woody vegetation growing more or less closely together.
18. **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.
19. **Forest Product:**
Any raw material yielded by a forest.
20. **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.
21. **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.
22. **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.

23. 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.

24. 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.

25. Major Flowing Water:

A flowing water downstream from the point where such water drains 50 square miles or more.

26. 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. Attean Pond has been so designated by the Commission.

27. 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 body of water,
- b. having existing buildings within 1/2 mile of the normal high water mark of the body of water 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. The Benjamin Valley Ponds have been so designated by the Commission.

28. **Management Class 7 Lake:**
All lakes which are not otherwise classified in one of the other six lake management classes.
29. **Medium Intensity Soil Survey:**
A detailed soil survey resulting in a soils map which is at a scale of 3 or 4 inches to the mile, in which the mapping units are a single phase of a soil series or a soil survey of equivalent specificity. At this intensity of mapping, contrasting soils of 3 to 5 acres are delineated on the soils map.
30. **Mineral Deposit:**
Any deposit of peat, sand, gravel, rock, topsoil, limestone, slate, granite, coal, gems, metallic or non-metallic ores or other minerals.
31. **Mineral Extraction:**
Any extraction, other than metallic mineral mining activities or for Level A, B, or C, exploration activities, of a mineral deposit.
32. **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.
33. **Mineral Soil:**
Soil material in which inorganic (mineral) constituents predominate.
34. **Minor Flowing Water:**
A flowing water upstream from the point where such water drains less than 50 square miles.
35. **Non-Permanent Docking or Mooring Structure:**
Docking or mooring structures which are in place for less than seven months during any calendar year upon or over submerged lands.
36. **Non-Tidal Waters:**
All waters or portions thereof which do not customarily ebb and flow as the result of tidal action.
37. **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 rockslides, 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.
38. **Normal Maintenance and Repair:**
Unless otherwise provided, any work necessary to maintain an improvement or structure in its original or previously improved state or condition. Normal maintenance and repair shall not include reconstruction, change in design, change in structure, change in use, change in location, change in size or capacity.
39. **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.

40. **Piped Water:**
Water supplied to a building by means other than hand pump, hand carry or gravity feed.
41. **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.
42. **Principal Building:**
Any building other than one which is used for purposes wholly incidental or accessory to the use of another building on the same premises. All buildings on one land parcel related to agricultural management activities, including without limitation the dwelling(s) of the owner or lessee of land used for agricultural management activities, his employees engaged in such use and members of their families, shall be considered as one principal building. All buildings on one land parcel related to forest management activities, including without limitation the dwelling(s) of the owner or lessee of land used for forest management activities, his employees engaged in such use and members of their immediate families, shall be considered as one principal building.
43. **Property Line:**
Any boundary between parcels of land owned or leased by different persons or groups of persons.
44. **Public Road or Roadway:**
Any roadway which is owned, leased, or otherwise operated by a governmental body or public entity.
45. **Reconnaissance Soil Survey:**
A soil survey in which most of the mapping units are phases of soil associations at the series level, or above, in the taxonomic system. Identification is made by field examination, but soil boundaries need not be plotted in the field throughout their course but may follow major topographic features.
46. **Residential:**
Pertaining to a dwelling unit.
47. **Residuals:**
As defined under Chapter 567 of the Rules and Regulations of the Maine Department of Environmental Protection, residuals are those materials (including but not limited to pulp and paper mill wastewater treatment plant sludge, food and fiber processing wastes, municipal wastewater and sludges, vegetable and fish processing residuals, and ash from wood incinerators) generated from municipal, commercial or industrial facilities that are suitable for controlled land application and result in vegetative assimilation, attenuation of the components in the material or improved soil conditions.
48. **Roadway:**
A public or private road including any land management road.
49. **Septage:**
As defined in 38 M.R.S.A., Section 1303(9), septage is waste, refuse, effluent, sludge, and any other materials from septic tanks, or any other similar facilities. As further defined by Chapter 420 of the Maine Department of Environmental Protection's Rules and Regulations, septage is a mixture of liquids and solids derived from household (domestic) sanitary wastewater and solids from tanks connected to commercial establishments such as restaurants and motels. Pit and vault privy waste, and portable toilet waste, may be included as septage if it is not contaminated with solid waste as defined by 38 M.R.S.A., Section 1303(10). Wastes from septic tanks or any other similar facilities which are significantly different in character and origin (e.g. an industrial process) are not septage, and are subject to other applicable standards.

50. 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.

51. 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. constructing or repairing any permanent structure below the normal high water mark. Activities which cause additional intrusion of an existing structure into or over the water body, are also considered shoreland alterations.

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, boat ramps or ways, piles, marinas, retaining walls, riprap, buried or submarine utility cables and lines, permanent docking and mooring structures, permanent anchoring devices 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 which do not require a permit as specified in Section 10.17 of the Commission's regulations shall not constitute shoreland alteration.

52. 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.

53. Sludge:

As defined in Chapter 567 of the Maine Department of Environmental Protection's Rules and Regulations, sludge is the semi-solid or liquid residual generated from a municipal, commercial or industrial wastewater treatment plant.

54. 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.

55. Structure:

"Anything 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, walls, fences, billboards, signs, piers and floats." 12 M.R.S.A., Section 682.

56. Subdivision:
The term "subdivision" shall have the meaning given it under 12 M.R.S.A. section 682(2) and Chapter 10 of the Commission's regulations.
57. Subsurface Sewage Disposal:
"Any system for disposing of wastes or waste waters on or beneath the surface of the earth including but not limited to, holding ponds, surface spray systems, septic tanks, drainage fields, cesspools, wells, holding tanks, surface ditches or any other fixture, mechanism, or apparatus used for such purposes, but (not including) any discharge system licensed under Title 38, Section 414, or any municipal or quasi-municipal sewer system." 30 M.R.S.A., Section 3221, 4.
58. Subsurface Waste Water Disposal Rules:
The State of Maine Subsurface Waste Water Disposal Rules, 1980, promulgated by the Department of Human Services, as amended from time to time.
59. 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.
60. 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.
61. 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.
62. Wildlife:
All vertebrate species, except fish.
63. 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, impounding water, 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.