

Appendix B: Guiding Statutes and Agreements

- *MRSA Title 12*
- *Cold Stream Forest Reciprocal Easement Agreement and Map*
- *Cold Stream Forest Fisheries Habitat Management Agreement*
- *Cold Stream Forest Deer Wintering Habitat Management Agreement*

MRSA Title 12

§1846. ACCESS TO PUBLIC RESERVED LANDS

1. Legislative policy. The Legislature declares that it is the policy of the State to keep the public reserved lands as a public trust and that full and free public access to the public reserved lands to the extent permitted by law, together with the right to reasonable use of those lands, is the privilege of every citizen of the State. The Legislature further declares that it recognizes that such free and reasonable public access may be restricted to ensure the optimum value of such lands as a public trust but that such restrictions, if and when imposed, must be in strict accordance with the requirements set out in this section.

[1997, c. 678, §13 (NEW) .]

2. Establishment of restrictions on public access.

[2001, c. 604, §10 (RP) .]

3. Unlawful entry onto public reserved lands.

[2001, c. 604, §10 (RP) .]

4. Development of public facilities. The bureau may construct and maintain overnight campsites and other camping and recreation facilities.

[1997, c. 678, §13 (NEW) .]

5. User fees. The bureau may charge reasonable fees to defray the cost of constructing and maintaining overnight campsites and other camping and recreation facilities.

[1997, c. 678, §13 (NEW) .]

SECTION HISTORY

1997, c. 678, §13 (NEW). 2001, c. 604, §10 (AMD).

§1847. MANAGEMENT OF PUBLIC RESERVED LANDS

1. Purpose. The Legislature declares that it is in the public interest and for the general benefit of the people of this State that title, possession and the responsibility for the management of the public reserved lands be vested and established in the bureau acting on behalf of the people of the State, that the public reserved lands be managed under the principles of multiple use to produce a sustained yield of products and services by the use of prudent business practices and the principles of sound planning and that the public reserved lands be managed to demonstrate exemplary land management practices, including silvicultural, wildlife and recreation management practices, as a demonstration of state policies governing management of forested and related types of lands. [1997, c. 678, §13 (NEW).]

2. Management plans. The director shall prepare, revise from time to time and maintain a comprehensive management plan for the management of the public reserved lands in accordance with the guidelines in this subchapter. The plan must provide for a flexible and practical approach to the coordinated management of the public reserved lands. In preparing, revising and maintaining such a management plan the director, to the extent practicable, shall compile and maintain an adequate inventory of the public reserved lands, including not only the timber on those lands but also the other multiple use values for which the public reserved lands are managed. In addition, the director shall consider all criteria listed in section 1858 for the location of public reserved lands in developing the management plan. The director is entitled to the full cooperation of the Bureau of Geology and Natural Areas, the Department of Inland Fisheries and Wildlife, the Maine Land Use Regulation Commission and the State Planning Office in compiling and maintaining the inventory of the public reserved lands. The director shall consult with those agencies as well as other appropriate state agencies in the preparation and maintenance of the comprehensive management plan for the public reserved lands. The plan must provide for the demonstration of appropriate management practices that will enhance the timber, wildlife, recreation, economic and other values of the lands. All management of the public reserved lands, to the extent practicable, must be in accordance with this management plan when prepared.

Within the context of the comprehensive management plan, the commissioner, after adequate opportunity for public review and comment, shall adopt a specific action plan for each unit of the public reserved lands system. Each action plan must include consideration of the related systems of silviculture and regeneration of forest resources and must provide for outdoor recreation including remote, undeveloped areas, timber, watershed protection, wildlife and fish. The commissioner shall provide adequate opportunity for public review and comment on any substantial revision of an action plan. Management of the public reserved lands before the action plans are completed must be in accordance with all other provisions of this section. [1999, c. 556, §19 (AMD).]

3. Actions. The director may take actions on the public reserved lands consistent with the management plans for those lands and upon any terms and conditions and for any consideration the director considers reasonable. [1997, c. 678, §13 (NEW).]

4. Land open to hunting. The bureau and the Department of Inland Fisheries and Wildlife shall communicate and coordinate land management activities in a manner that ensures that the total number of acres of land open to hunting on public reserved lands and lands owned and managed by the Department of Inland Fisheries and Wildlife does not fall below the acreage open to hunting on January 1, 2008. These acres are subject to local ordinances and state laws and rules pertaining to hunting. [2007, c. 564, §1 (NEW).]

SECTION HISTORY

1997, c. 678, §13 (NEW). 1999, c. 556, §19 (AMD). 2007, c. 564, §1 (AMD).

Cold Stream Forest Reciprocal Easement Agreement

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Recorded: Somerset County Mar 24, 2016 02:28P
Deputy Register of Deeds Laura L Price

Filed for record at the request of and after
recording return to:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
c/o Weyerhaeuser Company
P.O. Box 9777, Mailstop CH 1J25
Federal Way, WA 98063-9777
Attn: Paul Hill
File No. 914-19.14-0010

Doc 3353 Bk 5012 Pg 317
Recorded: Somerset County Mar 30, 2016 10:31A
Deputy Register of Deeds Laura L Price

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (the "Easement") is made as of this 23 day of March, 2016, by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company with its principal office located at 33663 Weyerhaeuser Way South, Federal Way, Washington 98003, hereinafter referred to as "Plum Creek," and the State of Maine acting by and through its Department of Agriculture, Conservation, and Forestry, Bureau of Parks Lands, hereinafter referred to as "Owner." (Collectively Plum Creek and Owner may be referred to as "Party" or "Parties")

WITNESSETH:

WHEREAS, Plum Creek owns and/or has transferred on near or even date herewith property located in the Townships of Chase Stream, Johnson Mountain, Long Pond, Misery, Parlin Pond, Sandwich Academy, Sapling, and West Forks Plantation, all in Somerset County, Maine as the same was described in three deeds from S.D. Warren Company to SDW Timber II, L.L.C., n/k/a Plum Creek Maine Timberlands, L.L.C., dated November 5, 1998, and recorded in the following three deeds in Somerset County Registry of Deeds in Book 2490, Page 228 (Parlin Pond Parcel); Book 2491, Page 67 (West Forks Parcel); and Book 2490, Page 81 (Johnson Mountain Parcel), as the Johnson Mountain Parcel was affected by Corrective and Confirmatory Quitclaim Deed made by S.D. Warren Company to Plum Creek Maine Timberlands, L.L.C. dated July 25, 2014 and recorded in Book 4814, Page 137. SDW Timber II, L.L.C. changed its name to Plum Creek Maine Timberlands, L.L.C. as cited by instrument dated November 30, 1998 and recorded September 23, 1999 in Book 2605, Page 151 (the "Plum Creek Land");

WHEREAS, Plum Creek conveyed a portion of the Plum Creek Land located in the Townships of Johnson Mountain, Parlin Pond, and West Forks Plantation, all in Somerset County, Maine shown as the "Cold Stream Forest" on a set of plans entitled, "Boundary Survey Map of the Cold Stream Forest being the land conveyed by Plum Creek Maine Timberlands, LLC to the State of Maine Bureau of Parks and Lands" prepared by Maine Boundary Consultants, dated

**This document is being re-recorded to correct the Plan page numbers on
Page 2.

September 21, 2015 as Plan Nos. File 2016 (the "Cold Stream Plans") to Owner (such property, the "OWNER Land"); Pgs. 32-34 32-38 **

WHEREAS, after the conveyance of the Cold Stream Forest, Plum Creek retains ownership in the Plum Creek Land not conveyed to Owner as described above (hereinafter be referred to as the "Plum Creek Remaining Land")

WHEREAS, Plum Creek reserved to itself from the conveyance of the Owner Land, that certain approximately 40,106 square foot, or 0.9207 acre, parcel of land shown on the Cold Stream Plan as the "Cell Tower Site" (the "Cell Tower Site");

WHEREAS, Plum Creek and OWNER have agreed to convey to each other rights to use right-of-ways over roads on their respective property all as more particularly set forth herein, on the terms and conditions set forth herein; and

WHEREAS, OWNER has agreed to convey to Plum Creek an easements for ingress, egress and utilities to the Cell Tower Site.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

NOW, THEREFORE,

1. Location of Easements.

The Easements are all shown on the Cold Stream Plan:

A. that certain existing road shown as Capital Road (the "Capital Roadway") which crosses a portion of the Plum Creek Remaining Land located in the Township of Johnson Mountain, Somerset County, State of Maine, which runs easterly from US Route 201, so-called, also known as, Canada Road, so-called, southerly of Marshall Yard, so-called, across Cold Stream, past Mountain Brook Road, so-called, East Side Spur Road, so-called, Wilson Hill Road, so-called, and Cold Stream Mountain Road South, so-called, for about 2.8 miles, and ends fifty feet, beyond Cold Stream Mountain Road South, so-called said easement being fifty (50') feet on each side of the centerline of the existing Capital Roadway (the "Capital Road Access Easement Area");

B. those eighteen (18) certain existing roads (the "PC Roadways"), which cross a portion of the Plum Creek Remaining Land located in the Townships of Johnson Mountain, Parlin Pond, and West Forks Plantation, all in Somerset County, State of Maine, said easement being thirty-three (33') feet on each side of the centerline of the existing PC Roadways further described as follows:

- 1) TOWER ROAD: A Right of Way which runs easterly and southerly from US Route 201, so-called, also known as, Canada Road, so-called, along the

- boundaries of the SOUTH TRACT, for about 1.6 miles, to Jerry's Way, so-called.
- 2) JERRY'S WAY: A Right of Way which runs easterly and northerly from Tower Road, so-called, along the boundaries of the SOUTH TRACT, for about 1.9 miles, to the end of the improved road.
 - 3) LOWER COLD STREAM ROAD: A Right of Way which runs easterly from US Route 201, so-called, also known as, Canada Road, so-called, past Brenda's Way, so-called, for about 1.9 miles, to the SOUTH TRACT.
 - 4) BRENDA'S WAY: A Right of Way which runs northerly from Jerry's Way, so-called, for about 1.1 miles, to the SOUTH TRACT parcel described herein, and runs along the SOUTH TRACT for only 100 feet.
 - 5) EAST SIDE SPUR ROAD: A Right of Way which runs southerly from Capital Road, so-called, for about 430 feet, to and along the MIDDLE TRACT for about 550 feet, to the MIDDLE TRACT.
 - 6) WILSON HILL ROAD: A Right of Way which runs southerly from Capital Road, so-called, for about 0.5 miles, to the MIDDLE TRACT, then within the MIDDLE TRACT, for about 0.7 miles, to and across the Central Maine Power Company Transmission Line, then within the SOUTH TRACT, for about 0.4 miles, then southeasterly, for about 0.5 miles, along the SOUTH TRACT for about 1.6 miles, then northeasterly and southeasterly along the SOUTH TRACT for about 3.4 miles, to the end of the improved road.
 - 7) MOUNTAIN BROOK ROAD: A Right of Way which runs northerly from Capital Road, so-called, for about 274 feet, to and along the NORTH TRACT, easterly of Cold Stream, for about 2.7 miles, to COLD STREAM MOUNTAIN ROAD SOUTH, so-called.
 - 8) COLD STREAM MOUNTAIN ROAD SOUTH: A Right of Way which runs northerly from Capital Road, so-called, past Mountain Stream Road, so-called, for about 1.5 miles, to Mountain Brook Road, so-called, and to and along the NORTH TRACT, easterly of Cold Stream, about 1.6 miles, which ends about 1124 feet, past the intersection of the snowmobile trail which leads to the bridge crossing of Cold Stream.
 - 9) MOUNTAIN STREAM ROAD: A Right of Way which runs northerly from Cold Stream Mountain Road South, so-called, for about 3.7 miles, to Cold Stream Mountain Road North.
 - 10) COLD STREAM MOUNTAIN ROAD NORTH: A Right of Way which runs easterly from Mountain Stream Road, so-called, for about 0.6 miles, to the NORTH TRACT.
 - 11) PARLIN MOUNTAIN ROAD SOUTH: A Right of Way which runs northerly from US Route 201, so-called, also known as, Canada Road, so-called, (south of Parlin Pond) past Cook Stove Pond Road, so-called, for about 1.4 miles, to Upper Parlin Mountain Road, so-called.
 - 12) COOK STOVE POND ROAD: A Right of Way which runs southeasterly and northeasterly from Parlin Mountain Road South, so-called, for about

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- 1.8 miles, to the NORTH TRACT, for about 0.9 miles, then after looping around Cook Stover Pond, along the NORTH TRACT, for about 0.8 miles to end of the improved road.
- 13) UPPER PARLIN MOUNTAIN ROAD: A Right of Way which runs easterly and southerly past Small Spur Road, so-called, and along the NORTH TRACT, for about 1.6 miles, to the end of the improved road.
- 14) SMALL SPUR ROAD: A Right of Way which runs easterly from Upper Parlin Mountain Road, so-called, along the NORTH TRACT, for about 0.3 miles, to the end of the improved road.
- 15) PARLIN MOUNTAIN ROAD NORTH: A Right of Way which runs southeasterly from US Route 201, so-called, also known as, Canada Road, so-called, (north of Parlin Pond), for about 1.5 miles, to Hawk Road, so-called.
- 16) HAWK ROAD: A Right of Way which runs easterly from Parlin Mountain Road North, so-called, for about 1.9 miles, to intersection of Smith Pond Road, so-called, and Lone Jack Road, so-called.
- 17) LONE JACK ROAD: A Right of Way which runs southerly from the intersection of Smith Pond Road, so-called, and Hawk Road, so-called, for about 0.9 miles to the NORTH TRACT.
- 18) OLD COLD STREAM ROAD: A Right of Way which runs northeasterly from US Route 201, so-called, also known as, Canada Road, so-called, (north of Capital Road, so-called) from about 1.6 miles to the NORTH TRACT, then along the NORTH TRACT about 1.3 miles the end of the improved road.

The total miles of Right of Ways that cross the remaining land of Plum Creek as described in Paragraphs 1.A. and 1.B. above and provide access to the SOUTH TRACT, MIDDLE TRACT, and NORTH TRACT are 39.8 miles (the "Plum Creek Access Easement Areas").

C. Those four (4) certain existing roads (the "Owner Roadways"; the Capital Roadway, the PC Roadways and the Owner Roadways being referred to collectively as the "Roadways"), which cross a portion of the OWNER Land located in the Townships of Johnson Mountain, Parlin Pond, and West Forks Plantation, all in Somerset County, State of Maine, said easement being thirty-three (33') feet on each side of the centerline of the existing Owner Roadways, said Right of Ways are generally described as follows:

- 1) WILSON HILL ROAD: A Right of Way through the SOUTH TRACT and MIDDLE TRACT, which starts about 0.5 miles southerly of Capital Road, so-called, and through the MIDDLE TRACT, for about 0.7 miles, to Central Maine Power Company Transmission Line, and then through the SOUTH TRACT, for about 0.4 miles.
- 2) COLD STREAM MOUNTAIN ROAD NORTH: A Right of Way through the NORTH TRACT, which runs westerly, northerly and easterly, from a point about 0.6 miles westerly of the end of Mountain Stream Road, so-

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- called, past Old Cold Stream Road, so-called, for about 1.8 miles, and ends at the Misery Township boundary line.
- 3) OLD COLD STREAM ROAD: A Right of Way through the NORTH TRACT, which runs westerly from Cold Stream Mountain Road North, for about 0.5 miles, to Lone Jack Road, so-called.
- 4) LONE JACK ROAD: A Right of Way through the NORTH TRACT, which runs northerly from Old Cold Stream Road, so-called, for about 1.2 miles.
- 5) COOK STOVE POND ROAD: A Right of Way through the NORTH TRACT, which runs northerly, easterly and southerly around Cook Stove Pond, for about 0.9 miles.

The total miles of Right of Ways conveyed over the Owner's Land included over the SOUTH TRACT, MIDDLE TRACT, and NORTH TRACT are 6.9 miles (the "OWNER Access Easement Areas"; together the Capital Road Access Easement Area, the Plum Creek Access Easement Areas, and the OWNER Access Easement Areas shall be referred to as the "Access Easement Areas").

D. that certain existing road crossing a portion of the OWNER Land located in West Fork Plantation, Somerset County, State of Maine, beginning at where Tower Road intersects Jerry's Way, which runs southerly and westerly for about 0.7 miles, to the Cell Tower Site, labeled as part of Tower Road, said easement being thirty-three feet (33') on each side of the center line of existing Tower Road ("Cell Tower Access Easement Area"); and

E. That certain utility easement located in West Fork Plantation, Somerset County, State of Maine, beginning on the border of the Owner Land adjacent to the land of the Inhabitants of West Forks Plantation and running northward to the Cell Tower Site, labeled Proposed "Utility Easement," said easement being twenty feet (20') wide "Cell Tower Utility Easement Area").

2. Easement Grants.

A. Access Easement Grant. Plum Creek hereby grants to OWNER, and its successors and assigns, and OWNER hereby grants to Plum Creek, and its successors and assigns, a permanent non-exclusive easement and right-of-way, for ingress, egress, use and maintenance of those Access Easement Areas, all pursuant to the terms and conditions hereinafter set forth (the "Access Easements").

B. Cell Tower Site Easement Grant.

- (i) Cell Tower Access. OWNER hereby grants to Plum Creek, its lessees, licensees, contractors, agents, successors, and assigns, a non-exclusive easement and right-of-way, for ingress, egress, use and maintenance of the Cell Tower Access Easement Area, pursuant to the terms and conditions hereinafter set forth ("Cell Tower Access Easement").
- (ii) Cell Tower Utilities. Owner hereby grants to Plum Creek, its lessees, licensees,

contractors, agents, successors, and assigns, a non-exclusive easement for installing, repairing and replacing utilities in the Cell Tower Utility Easement Area, pursuant to the terms and conditions hereinafter set forth ("Cell Tower Utility Easement," the Cell Tower Access Easement and the Cell Tower Utility Easement being referred to together as the "Cell Tower Easements").

C. Purpose.

(i) Access Easements. The Access Easements are for all purposes of vehicular (but not including unregistered vehicles, ATV, snowmobile, bicycle or horse) travel, and for the public to use for recreational vehicular (but not including unregistered vehicles, ATV, snowmobile, bicycle or horse) purposes, to access the lands of the Parties located as shown on the Cold Stream Plan. Each Party shall notify the other Party before using the Roadways for commercial activity involving heavy trucking, so that the parties can agree upon the condition of the Roadways before and after such commercial activity and that maintenance costs due to a party's commercial use can be allocated appropriately under the terms herein. Notwithstanding the foregoing, commercial guides including, without limitation outfitters, traditional outdoor guides, commercial sporting camps, non-profit camping and educational and scientific institutions, and rafting companies, and their respective customers, may use the Roadways for commercial recreational purposes without prior notification.

(ii) Cell Tower Access. The Cell Tower Access Easement is for all purposes of vehicular (but not including unregistered vehicles, ATV, snowmobile, bicycle or horse) travel to and from the Cell Tower Site for so long as the Cell Tower Site is used by Plum Creek, its successors and assigns, for a communication tower or similar use of substantially the same impact.

(iii) Cell Tower Utilities. The Cell Tower Utility Easement is for the purposes of installing and maintaining utilities to serve the Cell Tower Site for so long as the Cell Tower Site is used by Plum Creek, its successors and assigns, for a communication tower or similar use of substantially the same impact.

D. Relocation. Each Party reserves unto itself, its successors and assigns the right at its expense to relocate any Roadway located on its land subject to the condition that, except for distance and curvature, such relocated Roadway provides the same type and quality of Roadway as exists at the time of such relocation.

E. Road Crossing. Each Party reserves unto itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Access Easements and the Cell Tower Easements (collectively, the "Easements") and to use the Easements in a manner that will not unreasonably interfere with the rights granted herein. Each Party and its successors and assigns shall have the right to use the Easements in accordance with this grant, provided that such use shall not unreasonably interfere with the other Party's timber

operations and off public highway hauling of timber or, as applicable, Cell Tower Site operations. Each Party's (and, with respect to the Roadways, the public's) use of the Easements shall at all times be in compliance with applicable laws, ordinances and regulations.

F. Gates and Closures. It is the intent of the Parties to afford recreational vehicular access along the Roadways described herein at all reasonable times, but each Party retains the right, at its discretion (at any time and from time to time), to temporarily post, gate and close a Roadway for any purpose associated with its timber management operations, including but not limited to public safety or environmental concerns. Prior to Closure, each Party shall notify the other Party of the reason and anticipated duration of any such posting, gating or closing. OWNER, if it is the State of Maine, shall have the right to limit public access under this Easement for the purpose of limiting damage to the Roadway and adjacent property and resources, to protect public safety and in the interest of recreation management.

3. Third Parties. Either Party may grant to third parties, by easement, lease, license or otherwise, upon such terms as it chooses, any or all of the rights reserved by it herein, including but not limited to the right to vehicular access for commercial purposes in addition to those expressly permitted above; provided that such grant shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted here.

4. Maintenance. The Parties recognizes that the Roadways have been constructed and maintained for logging and other administrative purposes. Either Party's exercise of the rights granted hereunder shall not interfere with the other Party's forestry or other operations. Each Party shall each be entitled to maintain the Roadways, but no Party has an obligation to maintain the Roadways for the benefit of any other public user of the Roadways. Each Party is responsible for performing such maintenance as relates solely to that party's own use, if any, of the Roadways. Each Party must obtain the approval from the other Party prior to conducting any maintenance, construction or reconstruction activities.

5. Construction and Improvement. Unless the Parties hereto agree in writing to share the cost of improvements, including maintenance, construction and reconstruction, to the Easements in advance of such improvements being made, the costs of said improvements shall be borne solely by the improving party. Nothing in this Section may be construed as relieving either party of its responsibility, as set forth herein, to perform such maintenance as relates solely to that Party's own use, if any, of the Easements.

6. Right-of-Way Timber. Each Party reserves unto itself all timber now on or hereafter growing within the Easements described herein.

7. Commercial Use of Easement. Each Party must first notify the other Party prior to using the Roadways granted herein for any commercial purposes. (OWNER acknowledges that Plum Creek uses the Easements for commercial timber operations and operating a communications tower.) Upon such notification, the following commercial insurance requirements shall apply.

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A. Commercial Insurance. Prior to any commercial use of the Roadways granted herein, the Party using the Roadway shall obtain and maintain, throughout the period of such commercial use, liability insurance issued in a form and by an insurance company acceptable to the other Party. Coverage requirements shall be as follows and have an **AM Best's Key Rating Guide of B+ VI (financial class) or better rating:**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate Combined Single Limit Bodily Injury, Death and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

ii. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

iii. Employer's Liability Insurance, for employee bodily injuries and death, with a minimum limit of \$1,000,000 each occurrence. In the event the Party using the Roadway has no employees, such Party shall not be required to carry Employer's Liability Insurance.

iv. Worker's Compensation Insurance, with statutory limits as are required by the Workers' Compensation Law in the State in which work is being performed hereunder. If the Party using the Roadway qualifies for a state exemption from workers' compensation insurance as an "owner/executive/partner" and if the other Party consents to such exemption prior to the execution of this agreement, such Party may elect to be exempted from such coverage; provided, however, such Party shall obtain and maintain during the term and any extension hereof, workers' compensation insurance in an amount of not less than statutory limits for any and all employees of such Party. If such Party loses such exemption or otherwise fails to comply with applicable workers' compensation law during the term of this agreement, that Party shall refrain from exercising its rights under this agreement until the required workers' compensation insurance is obtained.

v. The policies specified above shall include an endorsement which shall name the Party upon whose land the Roadway is and if that Party is Plum Creek, it shall also name Weyerhaeuser Company, together with its subsidiaries and affiliates (collectively the "Weyerhaeuser Companies") as additional insureds on a primary basis for the term of this agreement. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

vi. The policies specified above shall include an endorsement which

shall provide that the covered party, at the address above, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect the obligation of the Party using the Roadway to maintain the insurance coverages required by this agreement.

vii. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

viii. All such insurance shall be in a form and company acceptable to the Party in whose benefit the insurance runs and sufficient to protect the Party using the Roadways, contractors and its subcontractors, to the extent that they are involved in the work, and protecting the Party in whose benefit the insurance runs from and against the claims of third persons, and to cover claims by either Party, their contractor and subcontractors for which such Party has assumed liability under this easement agreement.

ix. Prior to any commercial use of the Roadways herein granted, such Party shall furnish to the other Party a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to that Party and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. The Party in whose benefit the insurance runs reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificate(s) of insurance shall be issued to the Party at the address above.

x. If either Party retains the services of any contractor, that Party shall cause each contractor to maintain insurance coverages and limits of liability of the same type and the same amount as are required under this Easement. That Party shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements.

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xi. All persons using said Roadways for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Maine and customary in the area of said Easement and right-of-way.

In the event that the State of Maine is or becomes a party to this Easement, the other Party agrees that the insurance provisions under this Paragraph 7 (other than Paragraph 7(x), which will apply), shall not apply as the State of Maine is self-insured; provided, however, in the event this Easement is later assigned to any other party, the entirety of Paragraph 7 will be enforceable against such party. The remaining provisions shall remain in full force and effect.

8. Indemnification. Each Party shall assume all risk of, and indemnify and hold harmless, and at its expense defend the other Party from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to such Party, their employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the other Party, their employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from the exercise of the rights herein granted; provided, however, that either Party's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the gross negligence or willful misconduct of the other Party.

In the event that the State of Maine is or becomes a Party to this Easement, the provision under this Paragraph 8 shall be unenforceable. Provided, however, in the event this Easement is later assigned to any other party, this provision shall be enforceable against such party. The remaining provisions shall remain in full force and effect.

9. Liability for Public Use; Termination of Easement. In the event the State of Maine is a Party to this Agreement, the other party hereto claims all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, *et seq.* as amended and successor provisions thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity.

At any time that the other Party reasonably anticipates that it will, or reasonably determines that it has, become subject to liability arising from the exercise of rights granted under this Easement by members of the public which is greater than such liability as it existed as of the date of execution of this Easement, such Party shall notify the State of Maine in writing, describing the nature of the change in liability (and if prospective, the expected date of the change). Until such time as the State of Maine, or a third party is able to provide protection from liability that is equivalent to that which existed at the time of the execution of this Easement, the other Party may, by advance written notice to the State of Maine, limit the rights granted herein to use of the Roadways by the State of Maine for commercial forestry (subject to the terms and conditions contained herein) and administrative purposes only, and the other Party may prohibit vehicular access across such Roadways by the public from the date of such notice until such time as such

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equivalent protection is afforded to such Party. Within 60 days following the notice, representatives of the Parties hereto shall meet to discuss mutually agreeable arrangements that, if implemented, would result in reduction of such liability to the level that existed as of the date of execution of this Easement. If agreement cannot be reached within a reasonable time regarding such arrangements and their implementation, the parties will participate in non-binding mediation with a neutral third party selected by mutual agreement. If the parties remain unable to reach mutual agreement within five years after the initial written notice, the rights granted in this Easement for the State of Maine to allow members of the public to use the Roadways shall terminate upon the recording of a notice of termination in the Registry of Deeds, but not with respect to the State of Maine's rights for administrative purposes.

10. Liens. Each Party shall use good faith efforts to keep the other Party's property free from mechanics or materialmens liens arising in any manner out of the activities of such Party and shall promptly discharge any such liens that are asserted.

11. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered against a receipted copy or (ii) mailed by certified or registered mail, postage prepaid, to the following addresses (or sent by facsimile and then delivered in above-described manner within forty-eight (48) hours):

Plum Creek	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Fairfield, Maine 04937 Attn: General Manager Telephone: 207-453-2527 Facsimile: 207-453-2963
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With a copy to:	Plum Creek Maine Timberlands. L.L.C. c/o Weyerhaeuser Company P.O. Box 9777, Mailstop CH 1J25 Federal Way, WA 98063-9777 Attn: Director, Law Telephone: 206-467-3600 Facsimile: 206-467-3799
-----------------	--

Doc 3353 Bk 5012 Pg 328

Owner: State of Maine
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands,
22 State House Station, Augusta, Maine 04333-0022
Attn: Commissioner

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail. Either party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other party in the manner provided in this paragraph.

13. Governing Law. This Easement shall be interpreted, construed and enforced according to the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

[Signatures on following two pages]

Doc 3353 Bk 5012 Pg 329

Plum Creek:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

By: 
 Name: Russell S. Hagen
 Title: Senior VP and CFO

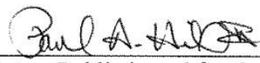
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this 10th day of March, 2016 before me personally appeared Russell S. Hagen to me known to be the Senior Vice President and Chief Financial Officer of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company.

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

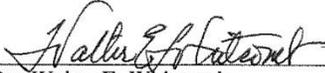



 Notary Public in and for the
 State of Washington
 Residing at: Seattle
 My commission expires: 10/29/2018
 Printed name: Paul A. Hill II

Doc 3353 Bk 5012 Pg 330

OWNER:

STATE OF MAINE
Department of Agriculture, Conservation and
Forestry

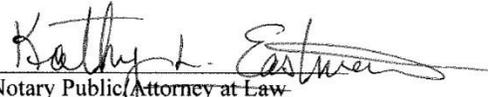

By: Walter E. Whitcomb
Its Commissioner

STATE OF MAINE
County of Kennebec, ss.

Date: 3/17/16

Then personally appeared the above-named Walter E. Whitcomb, Commissioner of the Maine Department of Agriculture, Conservation and Forestry and acknowledged the execution of the within Consent of Commissioner as his free act and deed in his capacity and the free act and deed of the State of Maine.

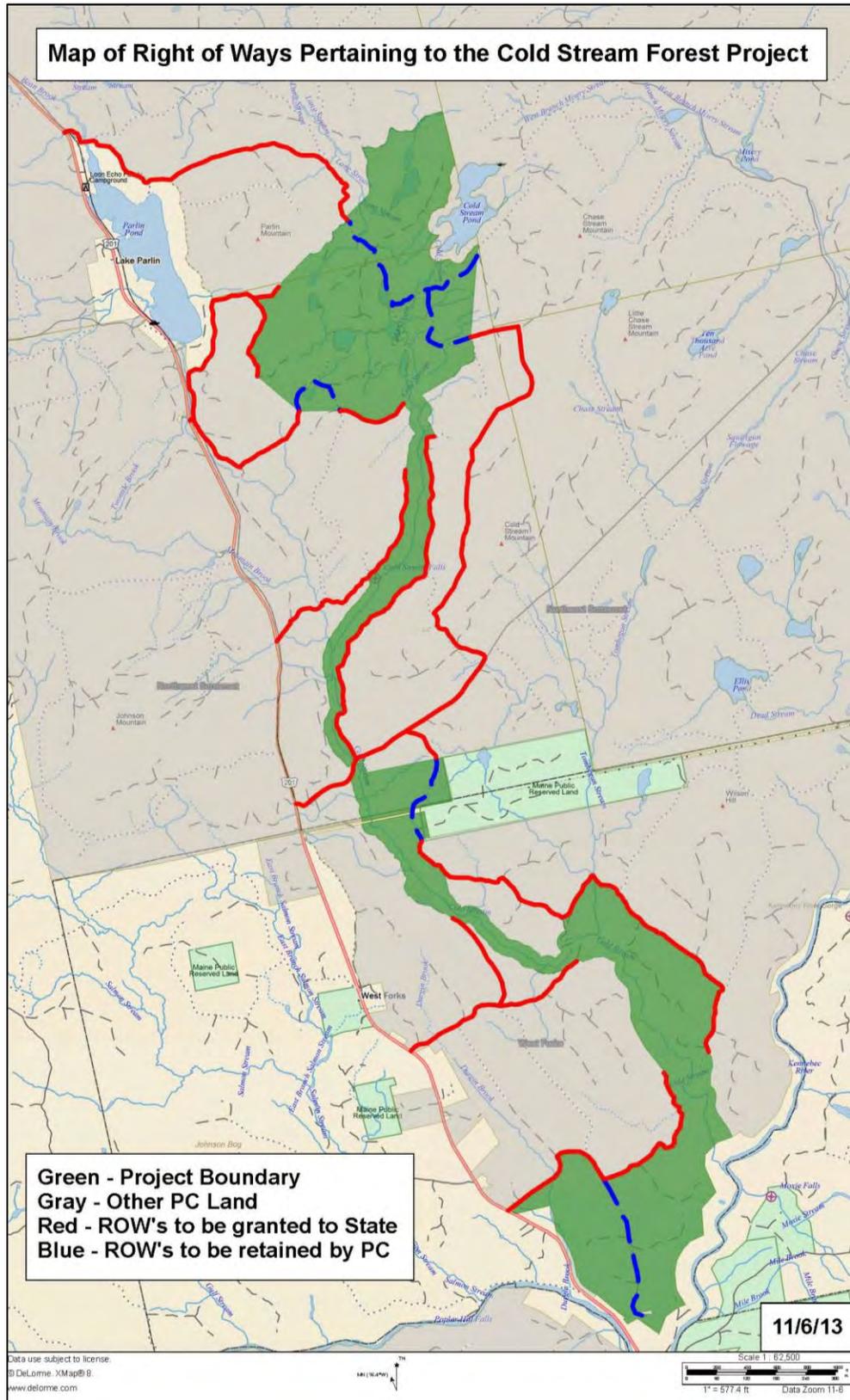
Before me,


Notary Public, Attorney at Law
Print Name:
My Commission Expires:
Seal:

SEAL

KATHY L. EASTMAN
Notary Public, Maine
My Commission Expires March 31, 2019

Cold Stream Forest Reciprocal Easements Map (note: map was developed prior to closing of the acquisition)



**A Strategy for Long-term Habitat
Management**

Cold Stream Forest Fisheries Habitat

Pursuant to P.L. 2011, c. 696 LMF Bond

**“An act to Authorize a General Fund Bond Issue
to Support Maine’s Natural Resource-based
Economy”**

An Agreement between

The Maine Department of Agriculture, Conservation and Forestry

&

The Maine Department of
Inland Fisheries and Wildlife

Date: November 30, 2016

*Note: Please disregard all mentions of a
“Land for Maine’s Future Project Agreement”
in this document; the statements were made
in error, no such agreement was required or
developed.*

Long-term Habitat Management Agreement between the Maine Department of Agriculture, Conservation and Forestry and the Maine Department of Inland Fisheries and Wildlife

1. Introduction

This Habitat Management Agreement, hereinafter called "Agreement," is intended to meet the requirements of P.L. 2011. C. 696. The creation of and future amendments of this Agreement will not conflict with the Land for Maine's Future Project Agreement recorded in the Somerset County Registry of Deeds as Book: 5011 Page: 1 and Book: 5012 Page: 292. In instances of conflict with these documents, the LMF Project Agreement takes precedence.

P.L. 2011, Chapter 696 of the State of Maine Laws as approved in May 2012, is "An act to Authorize a General Fund Bond Issue to Support Maine's Natural Resource-based Economy". Funds from this bond are to be used by State agencies, municipalities and qualifying non-governmental organizations for "acquisitions of land and interests in land for conservation, water access, outdoor recreation, wildlife or fish habitat, farmland preservation", all in accordance with State laws.

Provision 1. D. of this law states: Because portions of the State have deer populations that are struggling and deer wintering habitat protection is vital to the survival and enhancement of these populations, projects that conserve and protect deer wintering areas are to have special value and must receive preferential consideration during scoring of new applications for support."

Provision 2 of the law directs MDIFW to "include in conservation negotiations under this section provisions for the appropriate management of priority deer wintering areas". Provision 2 also specifies that land and interest in land purchased by the State that contains wildlife or fish habitat must be managed by the Department of Conservation (now DDACF) using protocol provided by the Department of Inland Fisheries and Wildlife, and land and interest in land that is subject to a conservation easement that contains wildlife or fish habitat must be managed using protocol provided by the Department of Inland Fisheries and Wildlife."

In an effort to conform to the law as approved by the voters, the Maine Department of Inland Fisheries and Wildlife and the Maine Department of Agriculture, Conservation and Forestry have developed this Agreement, which serves as the mechanism to ensure land and interest in land acquired with funds authorized from this bond are appropriately managed using protocol developed by the Maine Department of Inland Fisheries and Wildlife.

The Maine Department of Agriculture, Conservation and Forestry (DACF) and the Maine Department of Inland Fisheries and Wildlife (MDIFW) have entered into the following agreement for the designation and management of Habitat Management Areas on Maine Department of Agriculture, Conservation and Forestry managed parcels acquired with funding under this LMF bond. Habitat Management Agreements may be developed for those areas that possess the following:

- winter habitat for white-tailed deer and for other species requiring mature coniferous forest;

- habitat for wildlife and fish species included on State and/or Federal threatened or endangered species lists;
- any freshwater river, stream, brook, lake, or pond that is identified as supporting a native and wild self-sustaining brook trout population or containing a stocked brook trout fishery
- habitats defined and designated as significant habitat that is mapped by MDIFW under 38 MRSA, §480-B(8) and 38 MRSA, §480-B(10) or areas zoned as a P-FW, P-MA, P-GP, P-WL, P-RT or P-SL by the Land Use Planning Commission

See **Appendix B** for definitions of each of the resources cited above and **Appendix C** for available Best Management Practices

The designation of the HMAs on the property will be done collaboratively between MDIFW and DACF, with the understanding that the designation and management of the resources within the HMA will take priority over other management objectives on the property. The Agreement is to be provided by MDIFW to LMF if funds from P.L. 2011, c. 696 are used to acquire any interest in land.

1.2 List of Acronyms

The following acronyms are used extensively in this document.

DACF	Maine Department of Agriculture, Conservation and Forestry
BPL	Bureau of Parks and Lands
MDIFW	Maine Department of Inland Fisheries and Wildlife

1.3 Habitat Management Area Goals & Objectives for Wild Brook Trout

Two HMAs were developed for the Cold Stream Forest, this one for fisheries resources and another for deer wintering habitat. Where the two overlap, this HMA will take precedence due to the fact that management for deer wintering habitat and fisheries resources are compatible.

The primary goal for identifying and designating HMAs is to develop a mutually agreed upon list of areas containing important fish and wildlife habitat on the protected property, and any Best Management Practices or special management considerations for those areas. HMAs identified on the property are listed in **Appendix A. Sample Best Management Practices are included in Appendix C.**

Introduction

Cold Stream is a high-value resource supporting a robust resident population of wild brook trout that provides outstanding recreational sport fisheries in this part of the upper Kennebec River drainage. Excellent water quality, cold-water temperatures, and limited competing species provide suitable habitat for all life stages of brook trout. Cold Stream also provides critical spawning, nursery, and thermal refuge habitat for maintaining wild brook trout populations in the upper Kennebec River and lower Dead River. The headwaters of Cold Stream are a system of

small ponds, all of which sustain thriving wild brook trout populations. Seven of these ponds have State Heritage Fish Waters status, and four are zoned as Remote Ponds by LUPC.

Riparian management practices in the Cold Stream Forest should therefore emphasize providing special protections to these outstanding wild brook trout habitats. Management practices should be designed to maintain shading, water quality, water temperature, biotic community integrity, and to assure the natural recruitment of large wood material and organic matter. Riparian management standards employed in the Cold Stream Forest should exceed minimum standards currently employed on other BPL units, but this does not imply the stricter standards should be employed on other existing units or on BPL lands that may be created in the future.

DACF and MDIFW agree that the objectives for fisheries habitat management within the HMA are to:

- Maintain shading, water quality, water temperature, and biotic community integrity.
- Assure the natural recruitment of large woody material and organic matter into streams
- Maintain the remote, wilderness character of the Cold Stream riparian corridor and headwater ponds.

2. Guidelines for Management of Fisheries Resources in the Cold Stream Forest

Note: These Guidelines are specific to the Cold Stream Forest property and are not intended to be applied to other existing BPL units or on BPL lands that may be created in the future.

Management/Harvest Strategies in Riparian Corridors

A. Introduction

The term “riparian” applies to that 330-foot margin of habitat adjacent to streams, ponds, bog and other “wet” areas, where wildlife use and travel is most abundant. The key to understanding the value of this environment and managing it effectively is to realize how efficiently it combines elements of “edge” and “strata” to produce a wide range of habitat conditions for wildlife species of all types. It is also important to realize that riparian areas comprise only 15 percent of Maine’s total land base. (Clark, personal communication) For this reason, they are among the most critical of the several habitat zones; and their management must reflect a careful balance between the natural, life-sustaining requirements of ecosystems and other activities more clearly related to human needs and preferences.

B. Application

On the Cold Stream Forest, riparian management practices will be applied within 330 feet of lakes, ponds and non-forested wetlands (40 acres per mile) and along both sides (660 feet) of Cold Stream (80 acres per mile) and 75 feet either side of all other permanent streams. The intent of the application of management practices is to be consistent with current BPL standards while enhancing riparian management adjacent to Cold Stream, ponds and wetlands within the parcel. A schematic is attached depicting management strategies to be employed (Appendix D). Application of this standard to all water resources, although it may not be necessary for wildlife purposes in all situations, is designed to (1) acknowledge the general propriety of broad

ecosystem management, (2) simplify and standardize decision-making, and (3) eliminate the need to distinguish between special management zones.

C. Management Objectives

- 1) Promote and/or maintain diversity as defined by vertically stratified plant communities and a variety of vegetative types.
- 2) Promote and maintain continuity of travel cover throughout the watershed and adjoining ecosystems.
- 3) Protect aquatic environments from degradation.

D. General Management/Harvest Strategies

- 1) There are two categories of riparian zone present on streams or water bodies. The first is 75 feet wide (150 feet along a stream) and will be managed using individual tree selection permitting light removals while maintaining shading and travel opportunities and reducing siltation.
- 2) The second category or riparian zone consists of the remaining 225 feet (76 feet to 330 feet from the stream or pond) which will be managed by single tree and/or group selection methods to:
 - a. Retain all den trees and snags that do not pose a hazard to operators or to public safety.
 - b. Maintain continuity of travel corridors throughout the watershed by extending the riparian zone downstream from the uppermost point of permanent water or operable slope.

In addition to the above management/harvest strategies, the following shall apply:

- Harvesting in riparian zones will use harvesting processors (cut-to-length) and forwarding, or their equivalent to leave a mat of tops and limbs to enhance soil stability and reduce compaction of soils.
- Riparian operations will occur on dry ground or winter conditions only.
- Proposed stream crossings will be pre-inspected by MDIFW.
- Harvest inspections done by BPL will heavily focus on activities in the riparian zones.
- Thermistors will be placed above and below harvest areas to record water temperatures based on consultations with MDIFW. Results will be provided to MDIFW.
- Additions of woody material ("Chop and Drop") can be employed using existing protocol of MDIFW.

- Avoid forest management actions that lead to semi-permanent or permanent conversion of the natural vegetation within riparian management zones including placement of log landings, and logging roads.
- Use streams as stand boundaries to reduce the need for stream crossings. When stream crossings are unavoidable, conform to Maine Forest Service's BMP's for erosion control.
- Bridges and culverts should be large enough to pass peak flows without damage to the structure and should not constrict the stream channel. Culverts, preferably with flat bottoms, should be installed at the level of the original streambed to provide passage for fish, amphibian, and invertebrate at all flows.
- Avoid using fertilizers, pesticides, and chemicals within riparian management zones and, if applied aerially, institute wide spray buffers (>1/4 mile) to prevent drift unless agreed upon by MDIFW in writing.

Deviations from these guidelines in the case of insect, disease, fire or other outstanding management concerns can be employed if agreed upon by DACF and MDIFW in writing.

Public Access to Cold Stream Forest Waters:

Management of public access should emphasize maintaining the remote, wilderness character of the Cold Stream riparian corridor and headwater ponds.

- Existing use opportunities on all waters of the unit should be maintained, including maintaining restricted motorized vehicle access on zoned Remote Ponds (inaccessible to two-wheel-drive vehicles within one-half mile and restrict shoreline developments).
- Revisions of existing access portals will be identified by IFW Regional Biologists as the need arises.
- New walking/hiking trails will only be developed at the behest of MDIFW.
- Maintain or enhance other existing recreational opportunities, including remote campsites, per existing management policies for Public Reserved Lands.

3. Terms of Agreement

3.1 It is the intent of both parties to enter into a five-year agreement. The parties will meet annually, to review the Agreement, planned management activities for the upcoming year and to review management activities undertaken in the previous year. The annual meeting is intended to be an opportunity to provide notice of planned timber harvests in the upcoming year. The Agreement will be reviewed again at the end of the 5-year period and renewed for an additional term. Renewal of the Agreement will continue every 5 years in perpetuity. The Agreement may not be discontinued without the prior approval of the LMF Board or its successors or assigns.

3.2 DACF will include the Cold Stream Forest in the Upper Kennebec Western Region Planning process and schedule. Both DACF and MDIFW must approve deviations from this Agreement in individual HMA plan development in writing.

3.3 While this Agreement remains in effect, it will serve as the basis for all management activities within the HMA and the following conditions will apply.

1. MDIFW may conduct studies on the fisheries associated with the Cold Stream Forest. DACF will have access to the survey results.
2. DACF will consult with MDIFW in the development of any Operational Forest Management Plans (FMP) within the HMA and will submit the FMP to MDIFW for their review and approval, MDIFW shall have 60 days to provide its review and approval.
3. Management activities within the HMA will be agreed to by MDIFW and DACF.
4. At least 60 days prior to initiating any activity not listed in a management plan, DACF will provide written notice to MDIFW of these new activities, to include but not limited to, timber harvesting, road and bridge building, vegetation management and gravel extraction.

4. Resolution of Disagreements – Review & Update

DACF and MDIFW agree to employ the following protocol in an attempt to resolve any disagreements that may arise from the implementation of this Agreement. In resolving disagreements, the parties will be guided by the specific language contained in the plan that outlines the principal management concerns, goals, and specifications. In the event that the area of disagreement is not specifically addressed, parties should be guided by the Agreement's objectives.

In the event that the disagreement cannot be resolved at the regional level, representatives of the DACF will meet with the MDIFW Fisheries Section Supervisor, Fisheries Division Director, and Director of the Bureau of Resource Management to present an explanation of how their proposed actions are consistent with the objectives of the HMA. A decision to approve or deny approval of the plan will be provided within 30 days of the meeting date.

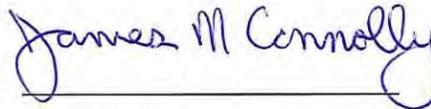
5. Amendments

DACF and the Maine Department of Inland Fisheries and Wildlife shall make amendments to this Agreement jointly in writing with notice to LMF prior to adopting any amendment that conflict with the purposes of the Agreement, LMF Project Agreement, or conservation easement.

Adopted 11/30/2016 by



Doug Denico
Director, Maine Forest Service
Dept. of Agriculture, Conservation and Forestry



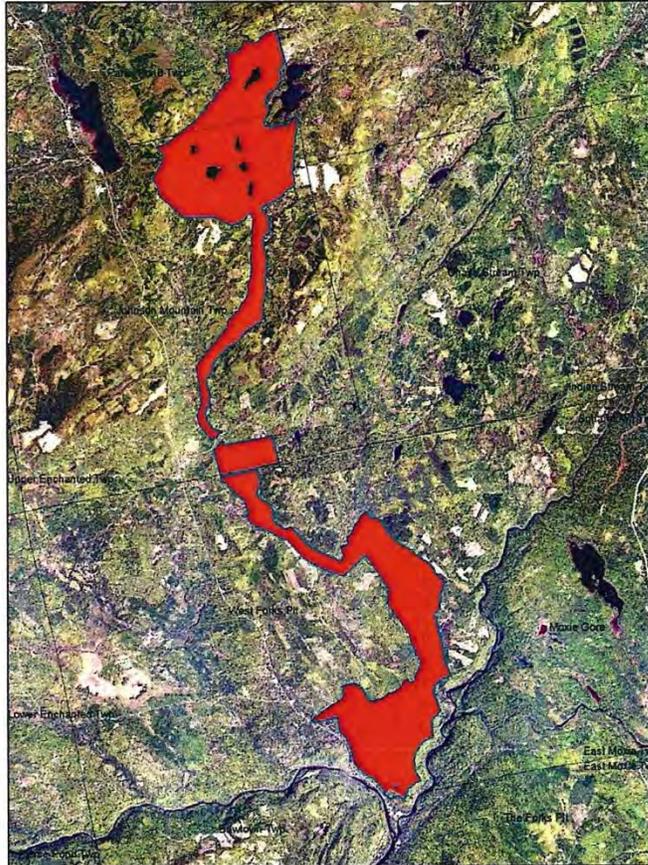
James M. Connolly
Director, Bureau of Resource Management
Dept. of Inland Fisheries and Wildlife

Appendix A

DACF Habitat Management Area Summary

The entire Cold Stream Project area as indicated on the map below is to be managed under the terms of this long-term habitat management agreement

Cold Stream Forest Fisheries HMA



Date of agreement: 11/30/2016

Renewal Date: 11/30/2021

Township(s): West Forks Plantation, Johnson Mountain Township, and
Parlin Pond Township
County of Somerset, State of Maine

HMA Name: Cold Stream Fisheries HMA

Resource Acres: 8,150

HMA Acres: 8,150

Total Acres: 8,150

Appendix B
Significant Resources Appropriate for Habitat Management Agreements

Maine Endangered, Threatened

Please see the current list of Threatened and Endangered species at:

(http://www.maine.gov/ifw/wildlife/endangered/listed_species_me.htm)

Birds - Endangered

American Pipit (*Anthus rubescens*) (breeding population only) (species plan)
Black Tern (*Chlidonias niger*)
Golden Eagle (*Aquila chrysaetos*) (species plan)
Grasshopper Sparrow (*Ammodramus savannarum*)
Least Bittern (*Ixobrychus exilis*) (species plan)
Least Tern (*Sterna antillarum*) (species plan)
Peregrine Falcon (*Falco peregrinus*) (breeding population only)
Piping Plover (*Charadrius melodus*) (species plan)**
Roseate Tern (*Sterna dougallii*) (species plan)*
Sedge Wren (*Cistothorus platensis*) (species plan)

Birds - Threatened

Arctic Tern (*Sterna paradisaea*) (species plan)
Atlantic Puffin (*Fratercula arctica*) (species plan)
Barrow's Goldeneye (*Bucephala islandica*) (species plan)
Black-crowned Night Heron (*Nycticorax nycticorax*)
Common Moorhen (*Gallinula chloropus*)
Great Cormorant (*Phalacrocorax carbo*) (Breeding population only)
Harlequin Duck (PDF) (*Histrionicus histrionicus*) (species plan)
Razorbill (PDF) (*Alca torda*) (species plan)
Upland Sandpiper (PDF) (*Bartramia longicauda*) (species plan)
Short-eared Owl (*Asio flammeus*) (Breeding population only)

Fish - Endangered

Redfin Pickerel (*Esox americanus americanus*)

Fish - Threatened

Swamp Darter (*Etheostoma fusiforme*)

Invertebrates - Endangered

Butterflies and Skippers

Clayton's Copper (*Lycaena dorcas claytoni*) (species plan)
Edwards' Hairstreak (*Satyrium edwardsii*)
Hessel's Hairstreak (*Callophrys hesseli*)
Juniper Hairstreak (*Callophrys gryneus*)
Katahdin Arctic (*Oenis polixenes katahdin*)

Dragonflies and Damselflies

Rapids Clubtail (*Gomphus quadricolor*)

Mayflies

Flat-headed mayfly (Roaring Brook mayfly) (PDF) (*Epeorus frisoni*)

Invertebrates - Threatened

Butterflies and Skippers

Purple Lesser Fritillary (*Boloria chariclea grandis*)
Sleepy Duskywing (*Erynnis brizo*)

Moths

Pine Barrens Zanclognatha (*Zanclognatha martha*)
Twilight Moth (*Lucia rachelae*)

Dragonflies and Damselflies

Boreal Snaketail (*Ophiogomphus colubrinus*)
Ringed Boghaunter (*Williamsonia lintneri*)

Freshwater Mussels

Brook Floater (*Alasmidonta varicosa*)
Tidewater Mucket (*Leptodea ochracea*)
Yellow Lampmussel (*Lampsilis cariosa*)

Mayflies

Tomah Mayfly (*Siphonisca aerodromia*) (species plan)

Mammals - Endangered

New England Cottontail (*Sylvilagus transitionalis*) (species plan)

Mammals - Threatened

Northern Bog Lemming (*Synaptomys borealis*)

Reptiles - Endangered

Snakes

Black Racer (*Coluber constrictor*) (species plan)

Turtles

Blanding's Turtle (*Emydoidea blandingii*) (species plan)
Box Turtle (*Terrapene carolina*) (species plan)

Reptiles - Threatened

Turtles

Spotted Turtle (*Clemmys guttata*) (species plan)

Reptiles

Snakes

Eastern/Northern Ribbon Snake (*Thamnophis sauritus*)
Northern Brown Snake (*Storeria d. dekayi*)

Turtles

Wood Turtle (*Glyptemys insculpta*)

Brook Trout Habitat

Any freshwater river, stream, brook, lake, or pond that is identified by MDIFW as supporting a native and wild self-sustaining brook trout population or containing a stocked brook trout fishery

Natural Resource Protection Act definitions - Habitats defined and designated as significant habitat as mapped by MDIFW under 38 MRSA, §480-B(8) and 38 MRSA, §480-B(10)

38 MRSA, §480-B(8)

Protected natural resource. "Protected natural resource" means coastal sand dune systems, coastal wetlands, significant wildlife habitat, fragile mountain areas, freshwater wetlands, community public water system primary protection areas, great ponds or rivers, streams or brooks, as these terms are defined in this article.

38 MRSA, §480-B(10)

Significant wildlife habitat. "Significant wildlife habitat" means:

A. The following areas to the extent that they have been mapped by the Department of Inland Fisheries and Wildlife or are within any other protected natural resource: habitat, as defined by the Department of Inland Fisheries and Wildlife, for species appearing on the official state or federal list of endangered or threatened animal species; high and moderate value deer wintering areas and travel corridors as defined by the Department of Inland Fisheries and Wildlife; seabird nesting islands as defined by the Department of Inland Fisheries and Wildlife; and critical spawning and nursery areas for Atlantic salmon as defined by the Department of Marine Resources; and [2009, c. 561, §37 (AMD).]

B. Except for solely forest management activities, for which "significant wildlife habitat" is as defined and mapped in accordance with section 480-I by the Department of Inland Fisheries and Wildlife, the following areas that are defined by the Department of Inland Fisheries and Wildlife and are in conformance with criteria adopted by the Department of Environmental Protection or are within any other protected natural resource:

- (1) Significant vernal pool habitat;
- (2) High and moderate value waterfowl and wading bird habitat, including nesting and feeding areas; and
- (3) Shorebird nesting, feeding and staging areas. [2005, c. 116, §2 (NEW).]

Land Use Planning Commission– Land Use Districts and Standards - Chapter 10
(http://www.maine.gov/dDACF/lupc/laws_rules/ch10.html)

MOUNTAIN AREA PROTECTION SUBDISTRICT (P-MA)

The purpose of the P-MA subdistrict is to regulate certain land use activities in mountain areas in order to preserve the natural equilibrium of vegetation, geology, slope, soil and climate in order to reduce danger to public health and safety posed by unstable mountain areas, to protect water quality, and to preserve mountain areas for their scenic values and recreational opportunities.

FISH AND WILDLIFE PROTECTION SUBDISTRICT (P-FW)

The purpose of the P-FW subdistrict is to conserve important fish and wildlife habitats essential to the citizens of Maine because of their economic, recreational, aesthetic, educational or scientific value.

GREAT POND PROTECTION SUBDISTRICT (P-GP)

The purpose of the P-GP subdistrict is to regulate residential and recreational development on Great Ponds to protect water quality, recreation potential, fishery habitat, and scenic character.

SHORELAND PROTECTION SUBDISTRICT (P-SL)

The purpose of the P-SL subdistrict is to regulate certain land use activities in certain shoreland areas in order to maintain water quality, plant, fish and wildlife habitat and in order to protect and enhance scenic and recreational opportunities.

P-SL1: Areas within 250 feet of the normal high water mark, measured as horizontal distance landward of such high water mark, of (a) tidal waters, and (b) flowing waters downstream from the point where such waters drain 50 square miles or more.

P-SL2: Areas within 75 feet, measured as a horizontal distance landward, of (a) the normal high water mark of stream channels upstream from the point where such channels drain 50 square miles; (b) the upland edge of those coastal and inland wetlands identified in Section 10.23,N,2,a,(1)(b) and (c) and (2) and (3); and (c) the normal high water mark of bodies of standing water less than 10 acres in size, but excluding bodies of standing water which are less than three acres in size and which are not fed or drained by a flowing water.

WETLAND PROTECTION SUBDISTRICT (P-WL)

The purpose of the P-WL subdistrict is to conserve coastal and freshwater wetlands in essentially their natural state because of the indispensable biologic, hydrologic and environmental functions that they perform.

Insofar as this protection subdistrict also includes the area enclosed by the normal high water mark of surface water bodies within the Commission's jurisdiction, the purpose of this subdistrict shall also be to help insure compatible surface water uses on those water bodies where there is the potential for conflict with other uses and values of such water bodies.

a. Surface water bodies and areas meeting the definition of coastal or freshwater wetlands shall be included in P-WL subdistricts as described below:

P-WL1: Wetlands of special significance:

- (a) Areas enclosed by the normal high water mark of flowing waters, stream channels, and bodies of standing water, except for constructed ponds less than 10 acres in size which are not fed or drained by flowing waters;
- (b) Coastal wetlands, together with areas below the high water mark of tidal waters and extending seaward to the limits of the State's jurisdiction; or
- (c) Freshwater wetlands, as follows:
 - (i) Within 250' of a coastal wetland or of the normal high water mark of any body of standing water greater than 10 acres;
 - (ii) Containing at least 20,000 square feet in total of the following: aquatic vegetation, emergent marsh vegetation, or open water, unless the wetlands are the result of constructed ponds less than 10 acres in size which are not fed or drained by flowing waters;
 - (iii) That are inundated with floodwater during a 100 year flood event;
 - (iv) Containing significant wildlife habitat;
 - (v) Consisting of, or containing, peatlands, except that the Commission may determine that a previously mined peatland, or portion thereof, is not a wetland of special significance; or
 - (vi) Within 25' of a stream channel.

P-WL2:

- (a) Scrub shrub and other nonforested freshwater wetlands, excluding those covered under P-WL1; and
- (b) Constructed ponds less than 10 acres in size which are not fed or drained by flowing waters.

P-WL3: Forested freshwater wetlands, excluding those covered under P-WL1 and PWL2.

Appendix C Best Management Practices

Contact MDIFW for BMPs for avoiding impacts to the following habitats and species:

- Inland Waterfowl and Wadingbird Habitats (IWWHs)
- Tidal Waterfowl and Wadingbird Habitats (TWWH)
- State and federally listed species

