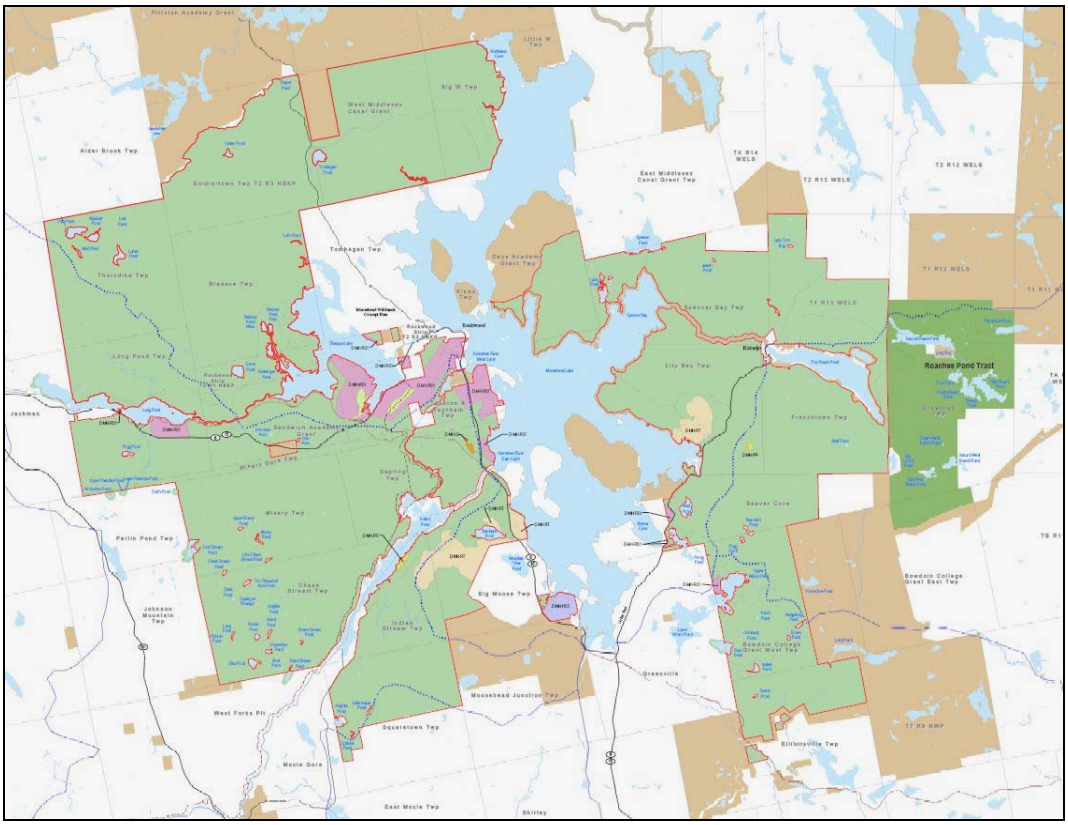
Concept Plan for the Moosehead Lake Region



APPROVED BY THE MAINE LAND USE REGULATION COMMISSION
ON SEPTEMBER 23, 2009
PURSUANT TO ZONING PETITION ZP 707
(PLUM CREEK MAINE TIMBERLANDS, L.L.C. AND PLUM CREEK LAND COMPANY)

Effective Date: October 8, 2009

Table of Contents

I. Concept Plan Description 1

A. Introduction and Purpose 2
1. Concept Planning 2
2. The Concept Plan for the Moosehead Lake Region 2
3. Predictability 3

B. Petitioner 3

C. Concept Plan Area 3

D. Effective Date, Duration, Expiration and Amendment 4
1. Effective Date, Duration and Expiration 4
2. Amendment 4

E. Concept Plan Elements 4
1. Description of Development Elements 4
2. Description of Conservation Elements 6
3. Description of Additional Concept Plan Elements 7

F. Development Review Subsequent to Concept Plan Approval and Timing of Implementation of Concept Plan Elements 10
1. Development Review Subsequent to Concept Plan Approval 10
2. Development Review for Uses and Structures Located within the Boundaries of the Moosehead Region Conservation Easement, and Interim Applicability of Conservation Easements 11
3. Timing of Implementation of Concept Plan Elements 12

G. Statistical Summary 17

H. Concept Plan Maps 19
1. Concept Plan Location Map 20
2. Concept Plan Summary Map 21
3. Long Pond Development Area Map 22
4. Brassua Lake and Rockwood/Blue Ridge Development Areas Map 23
5. Route 6/15 Corridor Development Area Map 24
6. Moose Bay Development Area Map 25
7. Beaver Cove and Upper Wilson Pond Development Areas Map 26
8. Lily Bay Development Area Map 27
9. Big Moose Mountain Development Area Map 28
10. Moosehead Region Conservation Easement Map 29
11. Roaches Pond Tract Map 30
12. Permanent Trail and Road Easements Map 31

II. Addendum to the Commission's *Land Use Districts and Standards* (Chapter 10) 32

A. Applicability and Organization 33

B. Explanatory Table 34

Sub-Chapter I: General Provisions 38
10.02: Definitions 39

Sub-Chapter II: Land Use Zones 69
10.21,A: Commercial Industrial Development Zone (D-MH-CI) 70
10.21,J: Primitive Resort Development Zone (D-MH-PR) 72
10.21,K; Residential Development Zone (D-MH-RS1) 75
10.21,L: Residential/Resort-Optional Zone (D-MH-RS2) 79
10.21,M: Resort Development Zone (D-MH-RT) 80
10.22,A: General Management Zone (M-MH-GN) 85
10.23: Protection Subdistricts 87

Sub-Chapter III: Land Use Standards 88
10.25,E,1: Scenic Character 89
10.25,F: Noise and Lighting 97
10.25,Q,1: Subdivisions and Land Transfers 99
10.25,Q,3: Layout and Design for all Subdivisions 101
10.26: Dimensional Requirements 104
10.27: Activity-Specific Standards 108

Sub-Chapter IV: Supplemental Review Processes and Requirements 109
10.28: Limitations on Numbers of Units and Unit Sequencing Requirements 110
10.29: Long-term Development Plans 113
10.30: Canada Lynx – Traffic Monitoring Plan 123
10.31: Procedures for Evaluating and Conducting Vegetation Clearing Activities 130
10.32: Limitations on Shoreland Structures and Water Access Sites 134
10.33: No Disturbance Areas 136
10.34: Limitations on Structures and Uses on Leased Lots 137

Appendices

A. Official Land Use Guidance Maps

B. Minimum Mandatory Declaration Elements for Development Areas

C. Moosehead Region Conservation Easement and exhibits thereto

D. Multi-Resource Management Plan of the Moosehead Region Conservation Easement and attachments thereto

E. Agreement on Moosehead Region Conservation Easement Stewardship Fund and exhibits thereto

F. Memorandum of Understanding Regarding Interim Applicability of the Moosehead Region Conservation Easement

G. Agreement on Use of Title Insurance Proceeds for Moosehead Region Conservation Easement

H. Roaches Pond Tract Conservation Easement and exhibits thereto

I. Agreement on Roaches Pond Tract Conservation Easement Stewardship Fund and exhibits thereto

J. Vehicular Road Easements
   1. Spencer Bay Road Easement
   2. 57 Mile Road Easement

K. Snowmobile Trail Easement

L. Mahoosucs-to-Moosehead Trail Easement

M. Moosehead Hiking Trails Easement

N. Trail Grant and Implementation Agreement

O. Memorandum of Understanding Between and Among Plum Creek Maine Timberlands LLC, Bureau of Parks and Lands and Forest Society of Maine Regarding 50-acre Land Donation

P. Mandatory Stewardship Fee on Certain Development

Q. Memorandum of Understanding Between Plum Creek Maine Timberlands LLC and Maine State Housing Authority

R. Requirements for the Establishment, Maintenance and Administration of the Moosehead Recreation Fund (MRF)

S. Requirements for the Establishment and Maintenance of the Wildlife and Invasive Species Fund (WISF)

T. Affordable Housing Loan and Land Donation Agreement with Coastal Enterprises, Inc. (CEI)

U. Map of Certain Public Vantage Points

V. Inventory of Leased Lots Within the Concept Plan Area and Improvements Thereon

I

Concept Plan Description

A. Introduction and Purpose

1. Concept Planning

The Land Use Regulation Commission (hereafter "Commission") established concept planning as part of its June 7, 1990 amendment to its Comprehensive Land Use Plan and the rules promulgated therefrom, including the criteria for approval of concept plans outlined in the Resource Plan Protection (P-RP) Subdistrict of the Commission's *Land Use Districts and Standards* (Chapter 10). Concept plans are a flexible alternative to traditional shoreland regulation, and were established to encourage long-range planning based on resource characteristics and suitability as an alternative to haphazard, incremental development. The planning process necessary to prepare a plan encourages landowners to chart the future of their ownership in a manner that is thoughtful and forward-looking.

Through concept planning -- in general, and in this Concept Plan for the Moosehead Region (hereafter "Concept Plan") -- both the landowner and the public receive benefits that are not available through the Commission's traditional shoreland regulation process. The landowner benefits from the insight obtained in preparing the plan, from expanded flexibility granted in making land management decisions, and from the increased predictability regarding Commission actions since a Commission-approved concept plan is binding on both the landowner and the Commission for the term of the plan. The public benefits from the improved planning that results from comprehensive evaluation of lake-related recreational and natural resources, from provisions for the long-term protection of resources, from greater knowledge of future development patterns, and from the increased predictability of the development review process. Thus, concept plans achieve both private and public objectives.

The Commission encourages the use of concept plans through its willingness to consider adjusting certain existing standards, such as the adjacency criterion, provided any such adjustments are matched by comparable conservation measures. Such adjacency adjustments have been made in this Concept Plan, and have been matched by comparable conservation provided by Plum Creek. The Commission additionally encourages the use of concept plans by its commitment to expedite the permitting process for development proposed pursuant to approved plans. The Commission reaffirms this commitment to an expedited permitting process in this Concept Plan.

2. The Concept Plan for the Moosehead Lake Region

This Concept Plan, as defined in Section II, Sub-Chapter I, 10.02(37.A.) herein, is made effective by the Commission's approval of Zoning Petition ZP 707. The Concept Plan specifies the future use of approximately 380,000 acres surrounding Moosehead Lake currently in the ownership of Plum Creek Maine Timberlands, L.L.C. Certain development, conservation and other elements of this Concept Plan are described in Section I.E. and identified in the maps contained in Section I.H. Certain implementing details of these Concept Plan elements are included in Section II and the Appendices. Section II includes the land use zones into which the P-RP Subdistrict has been divided and the standards and review procedures that amend or supplement the provisions of the Commission's *Land Use Districts and Standards*. Terms used in this Concept Plan shall have the meanings ascribed thereto in Section II, Sub-Chapter I, 10.02 of this Concept Plan, except where explicitly stated otherwise.

3. Predictability

The rezoning of lands in the Concept Plan area to a P-RP Subdistrict by the Commission provides Plum Creek with predictability regarding certain Commission actions, consistent both with the type of predictability available through the mechanism of rezoning and the type of predictability uniquely available through the mechanism of concept plan rezoning. Specifically, through the terms, conditions and provisions contained in this Concept Plan, the Commission establishes, *inter alia,* (a) the locations where development will and will not be allowed in the Concept Plan area, (b) the types of development that will and will not be allowed in each development area, (c) the maximum number of dwelling units and overnight accommodation units in commercial lodging establishments that will be permitted by the Commission in the Concept Plan area as a whole, and in specified development areas, and (d) the development standards and procedures that will be unchanged for the term of this Concept Plan, versus those standards and procedures that are allowed to change. At the same time, the Commission's review and approval of this Concept Plan does not constitute a review, pre-approval, or an affirmative finding by the Commission that any permit application or proposal filed with the Commission pursuant to this Concept Plan satisfies applicable review criteria, including, *inter alia,* those criteria found in 12 M.R.S.A. §685-B(4). Thus, the approval of this Concept Plan by the Commission represents a commitment by the Commission that the development described in this Concept Plan is acceptable to the Commission provided that any subdivision or other development proposed within the Concept Plan area (a) is consistent with the purposes, descriptions and permitted uses set forth in the applicable land use zones, as contained in Section II of this Concept Plan; (b) meets the Commission's statutory and regulatory criteria; and (c) otherwise complies with the terms, conditions and provisions contained in this Concept Plan, including the LURC amendable provisions, as this term is defined in Section II, Sub-Chapter I, 10.02(95.A.) and its application further described in Section II.A - B. herein.

B. Petitioner

The Petitioner for this Concept Plan and Zoning Petition ZP 707 is Plum Creek Maine Timberlands, L.L.C. and Plum Creek Land Company (collectively "Plum Creek"). The landowner of the lands within the Concept Plan area, as described in Section I.C, below, is Plum Creek Maine Timberlands, L.L.C. All references in this Concept Plan to Petitioner or Plum Creek, when used in the context of future actions permitted or required, include their successors or assigns.

C. Concept Plan Area

This Concept Plan rezones approximately 380,000 acres of Plum Creek's northern lands located in Somerset and Piscataquis Counties to a P-RP Subdistrict. (*See* Map 1 in Section I.H.) The Concept Plan area is specifically identified as those lands within the boundaries of the P-RP Subdistrict, as adopted on the Official Land Use Guidance Maps in Appendix A. The Concept Plan area covers most of 26 minor civil divisions and stretches, on the west, from Long Pond Township just east of the Town of Jackman, to Frenchtown Township, east of the settlement of Kokadjo. Its northern extent is the north end of Moosehead Lake in Big W Township, and its southern extent is the Appalachian Trail in Elliottsville Township. The highest mountain peaks in the Concept Plan area are Big Moose, Baker, Number Four, and Elephant Mountains. The predominant rivers are the Kennebec, Moose, and Roach Rivers. The Concept Plan area contains about 193 miles of shorefront and is traversed by two public roads: 38 miles of Route 6/15 and 11.5 miles of the Lily Bay Road. Railroad tracks cross the Concept Plan area, running from the Town of Greenville to the Town of Jackman along the shores of Moosehead and Brassua Lakes, the Moose River, and Long Pond. The Towns of Jackman and Moose River abut the Concept Plan area on the northwest side, while the Town of Greenville is adjacent to its south-central border. Portions of Beaver Cove, an organized town subject to the Commission's jurisdiction, and Rockwood Strip, an unorganized township within the Commission's jurisdiction, are within the Concept Plan area.

D. Effective Date, Duration, Expiration and Amendment

1. Effective Date, Duration and Expiration

The terms, conditions and provisions of this Concept Plan shall apply for 30 years from the effective date, as this term is defined in Section II, Sub-Chapter I, 10.02(48.A.), except for certain conservation easements and other commitments identified in Section I.E.2, the forms of which are included in the Appendices, which shall apply in perpetuity. The expiration date of this Concept Plan is 30 years from the effective date. At the end of the Concept Plan's 30-year duration, the Commission may extend the Concept Plan without modification, or extend and modify the Concept Plan with the consent and agreement of Plum Creek and following public notice and opportunity to comment on such extension. Absent such extension, the Concept Plan automatically terminates. At the expiration of the Concept Plan, the Commission shall designate new zoning in accordance with the statute, the Comprehensive Land Use Plan and the Commission's *Land Use Districts and Standards,* as may be in effect at that time.

2. Amendment

Except as otherwise specifically provided for herein, during the 30-year term of the Concept Plan neither the Commission nor Plum Creek may amend, supplement, terminate, alter or modify (collectively, "amend") the Concept Plan in whole or in part without the written consent of the other party, and following public notice and opportunity to comment on any proposed amendment. Petitions to terminate the Concept Plan will not be granted by the Commission until the Commission designates replacement zoning for the Concept Plan area. Such replacement zoning shall be designated by the Commission in accordance with the statute, the Comprehensive Land Use Plan and the Commission's *Land Use Districts and Standards,* as may be in effect at that time.

Plum Creek may assign its rights to amend the Concept Plan to a single entity in which the rights of owners, associations and third parties, if any, will be incorporated, subject to Commission approval which shall be granted if Plum Creek and the single entity assignee can demonstrate to the satisfaction of the Commission that the assignee possesses all necessary capacities, including technical, administrative and otherwise, to effectively carry out this responsibility without imposing additional burdens on the Commission or subsequently frustrating the ability to appropriately amend this Concept Plan.

E. Concept Plan Elements

1. Description of Development Elements

a. Development Zones: The Concept Plan establishes the following five types of development zones: Commercial Industrial Development Zone (D-MH-CI), Primitive Resort Development Zone (D-MH-PR), Residential Development Zone (D-MH-RS1), Residential/Resort-Optional Development Zone (D-MH-RS2), and Resort Development Zone (D-MH-RT). The purposes, descriptions and permitted land uses within each of these zones are set forth in Section II, Sub-Chapter II ("Land Use Zones"). The development zones encompass approximately 15,812 acres, as shown on the Concept Plan maps in Section I.H. They are contained within the development areas described in sub-section b, below.

b. Development Areas: The Concept Plan establishes the following ten development areas (including the sub-areas, development zones, protection zones, and "No Disturbance Areas" located therein) in order to accommodate the residential, resort and other development envisioned by the Concept Plan. The development areas encompass approximately 16,910 acres.

   i. Long Pond Development Area, comprising the Southeast Shore (912 acres) and Southwest Shore (15 acres) sub-areas (*see* Map 3 in Section I.H);

   ii. Brassua Lake Development Area, comprising the South Peninsula (2,551 acres) and East Shore (60 acres) sub-areas (*see* Map 4 in Section I.H);

   iii. Rockwood/Blue Ridge Development Area, comprising the Main Rockwood/Blue Ridge (3,712 acres) and the Brassua Dam Entrance (166 acres) sub-areas (*see* Map 4 in Section I.H);

   iv. Route 6/15 Corridor Development Area, comprising the Main Route 6/15 Corridor (1,773 acres) and the Sapling Township (240 acres) sub-areas (*see* Map 5 in Section I.H);

   v. Commercial/Industrial Development Area (94 acres) (*see* Map 5 in Section I.H);

   vi. Moose Bay Development Area (1,026 acres) (*see* Map 6 in Section I.H);

   vii. Upper Wilson Pond Development Area (184 acres) (*see* Map 7 in Section I.H);

   viii. Beaver Cove Development Area, comprising the Main Beaver Cove (123 acres) and Town Office (10 acres) sub-areas (*see* Map 7 in Section I.H);

   ix. Lily Bay Development Area, comprising the Main Lily Bay Peninsula (1,117 acres), Northern Portion of the Lily Bay Peninsula (683 acres) and East of Lily Bay Road (52 acres) sub-areas (*see* Map 8 in Section I.H); and

   x. Big Moose Mountain Development Area, comprising the Main Big Moose Mountain (3,880 acres), Burnham Pond North Shore (200 acres) and Indian Pond (112 acres) sub-areas (*see* Map 9 in Section I.H);

   Further statistical details about each development area are included in the summary tables in Section I.G.

c. Numbers of Units: Pursuant to Section II, Sub-Chapter IV, 10.28, the total number of units within the development areas is capped for the 30-year term of the Concept Plan at a maximum of 2,025, and area-specific unit sub-caps are established for the Long Pond, Brassua Lake, Upper Wilson Pond, Lily Bay, and Big Moose Mountain Development Areas.

d. Deed Restrictions: Pursuant to Appendix B ("Minimum Mandatory Declaration Elements for Development Areas"), certain development areas will be subject to specific restrictions that will exist in perpetuity. Specifically:

   i. Homeowners' associations are required to be established for all residential subdivisions;

   ii. All residential lots and dwelling units will be subject to an independent third-party inspection on an annual basis to determine compliance with certain vegetation clearing and water quality standards which are specifically referenced in Appendix B;

iii. The numbers of dwelling units and overnight accommodation units will be restricted in perpetuity in the Upper Wilson Pond, Lily Bay and Long Pond Development Areas. Further, in the Indian Pond and East of Lily Bay Road sub-areas, residential development and subdivisions will be prohibited and the aggregate size of principal buildings associated with commercial sporting camps, back country huts, and remote rental cabins will be permanently restricted;

iv. Structural development will be restricted in perpetuity within a 290-acre portion of the Rockwood/Blue Ridge Development Area; and

v. All prospective owners of land within 250 feet of Brassua Lake, Indian Pond and Moosehead Lake will be given notice of certain FERC-related adjoining landowners' rights and purchasers' obligations with respect thereto.

e. Leased Lots: The Concept Plan includes within its P-RP Subdistrict boundary 33 leased lots totaling no more than 160 acres. These leased lots are identified and generally described in Exhibit D of the Moosehead Region Conservation Easement, contained in Appendix C. An inventory of the leased lots and any structures or improvements thereon is included in Appendix V. These leased lots are excluded from the lands covered by the Moosehead Region Conservation Easement. To both allow for the continued use of these leased lots for their historical seasonal residential or recreational commercial uses and limit the future use of these leased lots to their historical uses, recognizing that these lots essentially constitute "in-holdings" within the Moosehead Region Conservation Easement, certain restrictions on further subdivision, conversions of uses, and structural expansions are set forth in Section II, Sub-Chapter IV, 10.34.

2. Description of Conservation Elements

The Concept Plan includes the following conservation elements that are provided by Plum Creek in return for the development rights granted with the approval of this Concept Plan. Details about the timing of implementation of these elements are set forth in Section I.F.

a. Moosehead Region Conservation Easement, Multi-Resource Management Plan, and Agreement on Stewardship Fund: The Concept Plan requires within the P-RP Subdistrict approximately 363,000 acres of permanent conservation easement, described and mapped in Exhibits A.1. and A.2. to the Moosehead Region Conservation Easement, contained in Appendix C. The terms, conditions and provisions required by the Commission are set forth in the Moosehead Region Conservation Easement and the accompanying Multi-Resource Management Plan, contained in Appendix D. The Purchase and Sale Agreement between Plum Creek and The Nature Conservancy (made a part of the record in the Commission's proceeding on Zoning Petition ZP 707) and the grant of the Moosehead Region Conservation Easement to Holder and Third Party accomplish, through the easement, the encumbrance on these approximately 363,000 acres required by the Commission. In combination with extensive pre-closing title analysis, a title insurance requirement contained in Appendix G insures that title insurance will be purchased on the 363,000 acres encumbered by the Moosehead Region Conservation Easement and any title insurance proceeds realized from such policy shall, after payment of certain costs, be used to purchase similar replacement land to be similarly encumbered. Monitoring and enforcement of the terms, conditions and provisions of the Moosehead Region Conservation Easement will be conducted by the Holder and Third Party, pursuant to the terms of the conservation easement. A stewardship fund will be established, in accordance with the agreement contained in Appendix E. The conservation easement and stewardship fund will take effect in accordance with Section I.F. The Concept Plan also establishes that either protection subdistricts or a General Management (M-MH-GN) Zone will apply to these same approximate 363,000 acres and will, in combination with the terms and conditions of the Moosehead Region Conservation Easement, regulate land uses in the portion of the Concept Plan area covered by the

Moosehead Region Conservation Easement. The purposes, descriptions and permitted land uses within each of these zones are set forth in Section II, Sub-Chapter II ("Land Use Zones"). (*See* Map 10 in Section I.H.)

b. Roaches Pond Tract Conservation Easement and Agreement on Stewardship Fund: Outside of the boundaries of the P-RP Subdistrict, the Concept Plan establishes approximately 29,500 acres of permanent conservation easement adjoining the P-RP Subdistrict in T1 R12 WELS, Shawtown Township, and Bowdoin College Grant East ("Roaches Pond Tract"). The Concept Plan requires that the Roaches Pond Tract be sold in fee by Plum Creek to AMC Maine Woods, Inc., who must then immediately and permanently encumber it with a conservation easement whose terms, conditions and provisions are contained in Appendix H ("Roaches Pond Tract Conservation Easement"). This required fee sale and permanent encumbrance are legally implemented through a Purchase and Sale Agreement between Plum Creek and AMC Maine Woods, Inc., made part of the record in the Commission's proceeding on Zoning Petition ZP 707. Monitoring and enforcement of the terms, conditions and provisions of the Roaches Pond Tract Conservation Easement will be conducted by the Holder. A stewardship fund will be established in accordance with the agreement contained in Appendix I. The conservation easement and stewardship fund will take effect in accordance with Section I.F. Because the Roaches Pond Tract is not included within the bounds of the P-RP Subdistrict, the Commission's regular zoning framework, as may be amended from time to time, will continue to apply to this area. (*See* Map 11 in Section I.H.)

c. Protection Subdistricts: The Commission has established various protection subdistricts (also referred to as "protection zones") within the Concept Plan area, including Fish and Wildlife (P-FW), Great Pond (P-GP), Accessible Lake (P-AL), Mountain Area (P-MA), Recreation Protection (P-RR), and Shoreland (P-SL) Protection Subdistricts. These protection subdistricts establish land use standards and restrictions to protect sensitive resources from inappropriate development and use. Section II, Sub-Chapter II, 10.23, establishes, *inter alia,* (1) the applicability, for purposes of this Concept Plan, of all existing protection subdistrict boundaries in the Concept Plan area, and the standards contained therein, all as established pursuant to the Commission's *Land Use Districts and Standards* (Chapter 10), and (2) the applicability to the Concept Plan area of any new protection subdistricts, and of any additions to or changes in existing protection subdistricts.

d. No Disturbance Areas: Portions of the Long Pond, Brassua Lake, Rockwood/Blue Ridge, Big Moose Mountain and Lily Bay Development Areas, totaling approximately 700 acres, have been designated as "No Disturbance Areas." These areas comprise identified natural resources that, due to their locations within the boundaries of the development areas, are not included in the lands covered by the Moosehead Region Conservation Easement in order to avoid fragmenting the development area. To provide the requisite level of protection for these identified natural resources, land uses are restricted in these No Disturbance Areas, as set forth in Section II, Sub-Chapter IV, 10.33. (*See* Maps 3, 4, 8 and 9 in Section I.H.)

3. Description of Additional Concept Plan Elements

The Concept Plan includes the following additional elements that are provided by Plum Creek in return for the development rights granted with the approval of this Concept Plan. Details about the timing of implementation of these elements are set forth in Section I.F.

a. Vehicular Road Easements: Road rights of way across Spencer Bay Road, Casey's Road and Hardwood Valley Road, and road rights of way elsewhere within the Concept Plan area covering approximately 57 miles will be granted to the Bureau of Parks and Lands for recreational vehicular access by the public concurrent with the approval of development. These road easements and the rights being granted are more particularly described in Appendix J. (*See* Map 12 in Section I.H.)

b. Snowmobile Trail Easement: An easement across 74 miles of the ITS 85/86, 88 snowmobile trail and 7 miles of the ITS 110 snowmobile trail will be granted to the Bureau of Parks and Lands, authorizing the maintenance and public use of the trail for snowmobiling. This snowmobile easement and the rights being granted are more particularly described in Appendix K. (*See* Map 12 in Section I.H.)

c. Mahoosucs-to-Moosehead Trail Easement: An easement across 12 miles of the northern portion of the Mahoosucs-to-Moosehead trail project will be granted to Maine Huts and Trails. This trail easement and the rights being granted are more particularly described in Appendix L. (*See* Map 12 in Section I.H.)

d. Moosehead Hiking Trails Easement and Funding Agreement: An easement which shall not exceed a maximum area equal to one hundred twenty-one and eight-tenths (121.8) acres will be granted to the Bureau of Parks and Lands for public non-motorized recreational uses. Five trailhead parking areas in the area covered by the Moosehead Region Conservation Easement will also be donated to the Bureau of Parks and Lands to guarantee access to said trails from public roads, pursuant to the terms and conditions contained in Appendix O. In addition, the Bureau of Parks and Lands will obtain $1,000,000 in funding from Plum Creek for the construction, repair and maintenance of the trails, trailhead parking areas and associated trail amenities. This funding will be due and owing to the Bureau of Parks and Lands pursuant to the provisions of Section I.F.3. These Concept Plan elements are more particularly described in Appendices M and N. (*See* Map 12 in Section I.H.)

e. Mitigation Funds: Three distinct funds will be established to address specific mitigation needs as follows: (1) the Moosehead Recreation Fund ("MRF"), to enhance outdoor recreation; (2) the Affordable Housing Fund ("AHF"), to help subsidize construction of affordable housing in the Moosehead Lake region, as defined therein; and (3) the Wildlife and Invasive Species Fund ("WISF"), to help fund loon nesting and other wildlife needs and to control the spread of invasive species resulting from Concept Plan development. As more specifically set forth in Appendix P, these funds will receive revenue from a stewardship fee, enforced through a Declaration of Stewardship Covenant and collected through a Collection Agreement, on the sale of certain property within the Concept Plan area.

   i. Affordable Housing Fund (AHF): Plum Creek must establish the AHF to help subsidize construction of affordable housing in the Moosehead Lake region, pursuant to the rights and responsibilities set forth in a Memorandum of Understanding between Plum Creek and Maine State Housing Authority contained in Appendix Q. In addition, the Commission hereby establishes that, upon execution of this memorandum, the Maine State Housing Authority is expressly authorized to: retain monies in the AHF for spending in subsequent years consistent with processes and criteria set forth in the Funding Decision Document; donate any portion of the monies in the AHF to either the Wildlife and Invasive Species Fund or the Moosehead Recreation Fund established pursuant to this Concept Plan, should the Maine State Housing Authority determine that AHF monies exceed both immediate and projected longer-term Qualifying Housing Project needs in the Moosehead Lake region; and petition the Commission to change the funding allocation established in the Collection Agreement among the AHF, WISF, and MRF, based on a showing that, on an ongoing basis, one or two of the funds is either receiving or has collected more monies than is required to meet the need for which it is established.

   ii. Moosehead Recreation Fund (MRF): Plum Creek must establish a non-profit corporation, the Moosehead Recreation Fund Corporation (MRFC), to manage the MRF, pursuant to the requirements of Appendix R. The MRF will financially support outdoor recreation mitigation projects selected by the MRFC in the Moosehead Lake region.

iii. Wildlife and Invasive Species Fund (WISF): Plum Creek must establish and maintain an account known as the Wildlife and Invasive Species Fund (WISF), pursuant to the requirements of Appendix S. The WISF will financially support projects focused on addressing (1) wildlife mitigation projects and (2) invasive species prevention/botanical communities protection needs (including education, outreach and/or mitigation) in the Moosehead Lake region.

f. Affordable Housing: In addition to the establishment and funding of the Affordable Housing Fund pursuant to sub-section 3.e., above, in October 2007 Plum Creek proposed to the Commission that legal commitments it made in an July 31, 2006 agreement with Coastal Enterprises, Inc. (CEI), an organization with experience in creation of affordable housing in Maine, become an enforceable component of the Concept Plan. These commitments are contained in Appendix T. Pursuant to these commitments, Plum Creek has already provided CEI with a loan of $800,000, and was to have already donated 25 acres of land to CEI once requested to do so by CEI, both actions for the purpose of assisting CEI in creating 60 to 90 dwelling units of affordable, workforce homeownership housing in the communities of Greenville, Jackman and Rockwood. In addition, in the July 31, 2006 agreement Plum Creek made the further commitment, also contained in Appendix T, of providing CEI with an additional loan of $950,000 and a donation of an additional 75 acres of land for this same purpose "upon approval" of the Concept Plan. Because there is no record evidence to date demonstrating that any request by CEI nor donation of land by Plum Creek has occurred or that the initial loan of $800,000 has been used to create or assist in the creation of affordable housing in the communities of Greenville, Jackman and Rockwood, and because the legal agreement between Plum Creek and CEI contain no mandatory implementation dates, this Concept Plan hereby modifies the loan and land donation provisions of Plum Creek's affordable housing proposal to the Commission to also include the following requirement:

Plum Creek and CEI or, subject to Commission approval, another organization proposed by Plum Creek and deemed by the Commission to be qualified, shall implement the terms of their July 31, 2006 Loan Proposal, contained in Appendix T. If, by the ten (10) year anniversary of the Concept Plan finalization date, Plum Creek has not donated 100 acres of land in the aggregate and has not made one or more loans in the aggregate amount of One Million Seven Hundred Fifty Thousand Dollars ($1,750,000) and at an interest rate no higher than four percent per annum to either CEI or, subject to Commission approval, another organization proposed by Plum Creek and deemed by the Commission to be qualified, all for the purpose of creating affordable housing, then Commission review of any long-term development plans or applications for subdivision or other development within development areas shall not commence, or shall cease if already commenced.

g. Land Donation to the Bureau of Parks and Lands: Up to 50 acres of land within the Moosehead Region Conservation Easement (as permitted pursuant to Section 7.D.1. of the Moosehead Region Conservation Easement, attached as Appendix C) will be donated to the Bureau of Parks and Land to address certain future specified outdoor recreation needs identified by the Bureau, pursuant to the Memorandum of Understanding contained in Appendix O.

h. Emergency Services Provisions: The following additional provisions regarding emergency services are made part of this Concept Plan:

i. Plum Creek will consult in good faith with the Town of Greenville to identify the timetable and means for bringing power to the emergency radio repeater station on Big Moose Mountain.

ii. Plum Creek will provide, at no cost, land in areas that are yet to be designated when it is anticipated that such areas will be needed as staging areas and/or helicopter landing zones for emergency situations, as determined by the Commission in consultation with emergency service providers, including the Maine Forest Service and Maine Warden Service, all as part of the review of development proposed pursuant to a long-term development plan, subdivision or other development permit application. Said staging areas

and/or helicopter landing zones shall be located within the M-MH-GN zone unless the Commission determines as part of an application review that the staging areas and/or helicopter landing zones must be located in a development area in order to ensure effective response to emergency situations. The amount of land to be so provided shall be limited to that which is reasonably necessary to provide for emergency services.

iii. All deeds of sale or covenants shall include a requirement that owners utilize the county Enhanced 911 Street and Address Numbering System. (*See* Appendix B, "Minimum Mandatory Declaration Elements for Development Areas")

F. Development Review Subsequent to Concept Plan Approval and Timing of Implementation of Concept Plan Elements

1. Development Review Subsequent to Concept Plan Approval

Permit applications for land uses and structures proposed within the Concept Plan area (including subdivisions and other development applications within development areas, and development applications within areas covered by the Moosehead Region Conservation Easement) may be submitted to the Commission subsequent to the effective date of this Concept Plan. Any such applications will be reviewed and acted on by the Commission pursuant to the Commission's statutory and regulatory standards and the terms, conditions and provisions contained in this Concept Plan, including, *inter alia*, (a) Section II, "Addendum to the Commission's *Land Use Districts and Standards* (Chapter 10)," (b) all applicable LURC amendable provisions, and (c) certain actions that are required prior to, concurrent with, or after the filing of certain permit applications, as set forth in Section I.F.3.

Development review in certain development areas requires the filing of a long-term development plan concurrent with or preceding the filing of a subdivision or other development permit application, pursuant to Section II, Sub-Chapter IV, 10.29. Development details, including but not limited to the placement of dwelling units and/or overnight accommodation units in commercial lodging establishments within development areas, the actual numbers of such units, lot sizes, layout and design of development, and access road and utility line locations, will be determined as part of subsequent development review stages and will be reviewed by the Commission pursuant to the applicable standards and procedures, including certain standards and procedures that are unique to this Concept Plan (such as, by way of example only, limitations on shoreland structures and water access sites in Section II, Sub-Chapter IV, 10.32 and vegetation clearing standards in Section II, Sub-Chapter III, 10.25,E,1,D).

Except where specifically stated otherwise, the Commission may delegate authority to its staff to act on certain permit applications consistent with its rules, programs and practices, as those rules, programs and practices may be amended from time to time. Unless otherwise specifically provided for, reference to "the Commission" is intended to mean the Commission and/or its staff.

2. Development Review for Uses and Structures Located within the Boundaries of the Moosehead Region Conservation Easement, and Interim Applicability of Conservation Easements

   a. Development Review for Uses and Structures Located within the Boundaries of the Moosehead Region Conservation Easement: After the effective date of this Concept Plan, and as required pursuant to the provisions of the M-MH-GN zone, protection subdistricts, and applicable law and regulations, the Commission shall review any permit applications for structures or uses located on the lands covered by the Moosehead Region Conservation Easement regardless of whether that easement has been recorded. The Commission shall grant any such permits as long as the proposal complies with the terms, provisions and conditions of this Concept Plan, including the provisions of the M-MH-GN zone and all applicable LURC amendable provisions, and the applicable statutory and regulatory criteria.

   b. Interim Applicability of the Moosehead Region Conservation Easement: In the time period occurring between the effective date of this Concept Plan and the earlier of (1) the date of closing on the Moosehead Region Conservation Easement, or (2) the date the Concept Plan is invalidated or overturned by final non-appealable judicial action, or (3) five years after the date on which Plum Creek has requested that the Commission terminate the Concept Plan, or (4) the Concept Plan is otherwise terminated, Plum Creek proposes and the Commission hereby accepts and so orders that all terms and conditions of the Moosehead Region Conservation Easement, including but not limited to all terms prohibiting specified uses and structures, all terms requiring Holder review and/or approval before certain other uses may occur and/or certain other structures be constructed, all terms granting public access and all terms contained in the accompanying Multi-Resource Management Plan, shall apply to that portion of the Concept Plan area described in Exhibit A.1. and depicted on the map in Exhibit A.2. of the Moosehead Region Conservation Easement, all in the same manner and with the same legal force and effect as if the easement were already recorded. Implementation of this commitment with the Holder and Third Party is set forth in Appendix F.

   c. Interim Applicability of the Roaches Pond Tract Conservation Easement: In the time period occurring between the effective date of this Concept Plan and the earlier of (1) the date of closing on the sale of the Roaches Pond Tract, or (2) the date the Concept Plan is invalidated or overturned by final non-appealable judicial action, or (3) the Concept Plan is otherwise terminated, Plum Creek proposes and the Commission hereby accepts and so orders that all terms and conditions of the Roaches Pond Tract Conservation Easement, including but not limited to all terms prohibiting specified uses and structures, all terms requiring Holder review and/or approval before certain other uses may occur and/or certain other structures be constructed, and all terms granting public access, shall apply to the Roaches Pond Tract described in Exhibit A and depicted on the map in Exhibit B of the Roaches Pond Tract Conservation Easement, all in the same manner and with the same legal force and effect as if the easement were already recorded. In the event that the closing of the sale by Plum Creek to AMC Maine Woods, Inc. of the Roaches Pond Tract has not occurred by December 31, 2009, Plum Creek shall promptly execute a "Memorandum of Understanding Regarding Interim Applicability of the Roaches Pond Tract Conservation Easement" with the State of Maine (acting by and through its Department of Conservation, Bureau of Parks and Lands), containing provisions providing the State of Maine with adequate authority and financial compensation to monitor and enforce the terms and conditions of the Roaches Pond Tract Conservation Easement until completion of the sale has occurred, all in a form and substance similar to that contained in the *Memorandum of Understanding Regarding Interim Applicability of the Moosehead Region Conservation Easement* and contained in Appendix F hereto.

3. Timing of Implementation of Concept Plan Elements

This sub-section sets forth and directs the timing of implementation of certain development, conservation and other elements of the Concept Plan. The absence of any listing, below, of an element of the Concept Plan requiring implementation subsequent to the effective date of this Concept Plan should not be understood to constitute a waiver of implementation of that requirement at the appropriate time, as set forth elsewhere in this Concept Plan. Should Plum Creek fail to satisfy any of the applicable actions required by this sub-section, the Commission shall immediately cease processing of any and all development applications under the Concept Plan unless and until Plum Creek fully satisfies all such requirements. The Commission will not take action to require that Plum Creek complete any of the actions set forth below, except in the event that Plum Creek begins actual development within any development area without first fully satisfying all applicable actions required herein. Nothing in this sub-section shall be construed as limiting the Commission's remedies for non-compliance with standards and requirements set forth in any other section of the Concept Plan.

Upon request by Plum Creek, the Commission shall confirm in writing whether each of the actions required herein has been completed to the Commission's satisfaction.

a. Actions required no later than the effective date of the Concept Plan

Plum Creek shall present the Commission with proof that all actions required below have been completed. Absent such proof, the Commission will not accept for processing any long-term development plan, subdivision or other development permit application proposed by an applicant for development within development areas:

i. The Memorandum of Understanding Regarding Interim Applicability of the Moosehead Region Conservation Easement has been executed by the parties thereto in a form substantially identical to that contained in Appendix F.

b. Actions required no later than 45 days following Concept Plan finalization

Within 45 days of Concept Plan finalization, Plum Creek shall present the Commission with proof that all actions required below have been completed. Absent such proof, all Commission review of any long-term development plans or applications for subdivision or other development within development areas shall not commence, or shall cease if already commenced. Further, Commission approval of any development located within development areas (including approval of long-term development plans, subdivisions or other development requiring a permit) will not occur until the Commission has been presented with proof that the following required actions have been completed:

i. The Moosehead Region Conservation Easement has been conveyed to the Holder and recorded in a form substantially identical to that contained in Appendix C, and the accompanying Multi-Resource Management Plan has been executed by the parties thereto in a form substantially identical to that contained in Appendix D;

ii. Plum Creek has purchased a standard policy of title insurance insuring that title to all lands to be encumbered by the Moosehead Region Conservation Easement may be so encumbered by the terms and conditions of said Easement, and has executed an agreement on use of title insurance proceeds for the Moosehead Region Conservation Easement in a form substantially identical to that contained in Appendix G;

iii. The stewardship fund for the Moosehead Region Conservation Easement has been established via execution of an agreement by the parties thereto in a form substantially identical to that contained in Appendix E;

iv. The Roaches Pond Tract has been conveyed in a fee sale to AMC Maine Woods, Inc., and a conservation easement encumbering the Roaches Pond Tract has been granted by AMC Maine Woods, Inc. to the Holder described in Appendix H and recorded in a form substantially identical to that contained in Appendix H;

v. The stewardship fund for the Roaches Pond Tract Conservation Easement has been established via execution of an agreement by the parties thereto in a form substantially identical to that contained in Appendix I;

vi. The Snowmobile Trail Easement Agreement has been executed by the parties thereto in a form substantially identical to that contained in Appendix K;

vii. The Mahoosucs-to-Moosehead Trail Easement has been executed by the parties thereto in a form substantially identical to that contained in Appendix L;

viii. The Trail Grant and Implementation Agreement has been executed by the parties thereto in a form substantially identical to that contained in Appendix N, and Plum Creek has provided evidence that the first of five annual $200,000 funding disbursements has been granted to the Bureau of Parks and Lands;

ix. The Spencer Bay Roads Easement has been executed by the parties thereto in a form substantially identical to that contained in Appendix J.1; and

x. The Memorandum of Understanding to grant 50 acres to the Bureau of Parks and Land has been executed by the parties thereto in a form substantially identical to that contained in Appendix O.

c. <u>Actions required no later than 90 days following recording of the first Declaration of Stewardship Covenant</u>

No later than 90 days following the recording of the first declaration of stewardship covenant pursuant to Appendix P ("Mandatory Stewardship Fee on Certain Development"), the Commission shall be presented with proof that the actions set forth below have been completed. Absent such proof, all further Commission review of any long-term development plans or applications for subdivision or other development within development areas shall not commence, or shall cease if already commenced, and all further development actions permitted shall cease.

i. Establishment of the Affordable Housing Fund (AHF): A Memorandum of Understanding has been executed between Plum Creek and Maine State Housing Authority, in a form substantially identical to that contained in Appendix Q, and a written statement has been provided to the Commission from a duly authorized Maine State Housing Authority official in which the Maine State Housing Authority commits to: (a) annually file with the Commission an accounting for all funds received, held and disbursed by the AHF; (b) notify the Commission and Plum Creek immediately should it have evidence that the Collection Agent is not performing the transfer of funds to it as required pursuant to the Collection Agreement; (c) file with the Commission on the schedule and practice set forth in the Memorandum of Understanding, contained in Appendix Q, the Funding Decision Document and any subsequent document explaining the Qualifying Housing Projects funded; (d) annually inform the Commission in writing of the fees charged for its services and basis therefore; and (e) notify the Commission immediately if the statutory authority of the Maine State Housing Authority is revised, amended or repealed such that it or its successor agency can no longer fulfill

the obligations under the Memorandum of Understanding and the Funding Decision Document, and recommend to the Commission an alternative entity capable of carrying out the purposes and administering the AHF.

ii. Establishment of the Moosehead Recreation Fund (MRF) and incorporation of the Moosehead Recreation Fund Corporation (MRFC), pursuant to the requirements contained in Appendix R.

iii. Establishment of the Wildlife and Invasive Species Fund (WISF), pursuant to the requirements contained in Appendix S.

d. Actions required prior to or concurrent with the filing of subdivision or other development permit applications

Prior to or concurrent with the filing of an application for a subdivision or other development permit for uses or structures within specified development areas, the Commission shall be presented with proof that the application complies with the requirements set forth below. Absent such proof, for any application for which one or more of the required actions set forth below is applicable, all further Commission review of said application shall not commence, or shall cease if already commenced:

i. Long-term Development Plans. Pursuant to Section II, Sub-Chapter IV, 10.29 of this Concept Plan, a long-term development plan must be approved by the Commission prior to or concurrent with the approval of a subdivision or other development permit for any development proposed within the following development areas: Brassua Lake South Peninsula, Rockwood/Blue Ridge, Route 6/15 Corridor, Moose Bay, Lily Bay, and Big Moose Mountain; except that those uses allowed without a permit or allowed without a permit subject to standards in these development areas pursuant to Section II, Sub-Chapter II ("Land Use Zones") need not be presented as part of a long-term development plan;

ii. Canada Lynx – Traffic Monitoring Plan. Pursuant to Section II, Sub-Chapter IV, 10.30, a Lynx Road Crossing Assessment must be submitted to the Commission prior to or concurrent with the first subdivision or development permit application in the Lily Bay Development Area; baseline Canada lynx data shall be collected on the schedule specified in the Canada Lynx – Traffic Monitoring Plan prior to the submission of a subdivision or development permit application in the Lily Bay Development Area; and traffic and Canada lynx monitoring data shall be otherwise collected, evaluated and submitted to the Commission according to the implementation schedules in Section II, Sub-Chapter IV, 10.30,D and E;

iii. Consultation with Governmental Review Agencies. Prior to filing any permit application for subdivision or other development within any development area, the applicant will consult with state and federal governmental review agencies, including but not limited to the Maine Department of Inland Fisheries and Wildlife, Maine Natural Areas Program, U.S. Fish and Wildlife Service, Maine Geological Survey, and State Soil Scientist on matters that include, but are not limited to, the following:

- All aspects of the Canada Lynx - Traffic Monitoring Plan, including the methodologies used for the monitoring and the analyses and interpretations of the results of the monitoring, pursuant to Section II, Sub-Chapter IV, 10.30;

- The locations of proposed water access sites and the types and numbers of proposed shoreland structures, pursuant to Section II, Sub-Chapter IV, 10.31; and

- In the Lily Bay Development Area, uses and structures proposed within the boundaries of the sand and gravel aquifer, pursuant to Section II, Sub-Chapter II, 10.21,M,3,f.

Notwithstanding the specific consultation and other requirements identified above or otherwise contained in this Concept Plan, the applicant shall submit a written statement identifying those governmental review agencies and their duly authorized official(s) with which it consulted, the date(s) of consultation, and any written comments received by the applicant from the governmental agencies as part of such consultation. Nothing herein limits the Commission's discretion to seek comment from governmental review agencies as part of its review of subdivision or other development permit applications.

iv. Minimum Mandatory Declaration Elements for Development Areas. Prior to or concurrent with the filing of any permit application for subdivision and other development within any development area, the applicant shall demonstrate that the requirements of the Minimum Mandatory Declaration Elements, as contained in Appendix B, have been or will be addressed.

v. Stewardship Fee Covenant and Collection Agreement. In accordance with the schedule set forth in Appendix P, the applicant shall demonstrate that the Declaration of Stewardship Covenant, as contained in Appendix P, has been or will be impressed upon all applicable land within the development area, and that the Collection Agreement, as contained in Appendix P, has been executed.

e. Actions sequentially required as units are approved

Consistent with the schedule set forth below, the Commission shall be presented with proof that one or more Vehicular Road Easements, in a form substantially identical to that contained in Appendix J.2, have been executed. For purposes of this sub-section, units shall be defined and counted in the same manner as set forth in Section II, Sub-Chapter IV, 10.28[1]. Absent such proof, all further Commission review of any long-term development plans or applications for subdivision or other development within development areas shall not commence, or shall cease if already commenced.

i. No later than 90 days following Commission approval for the first 200 units on the east side of Moosehead Lake, easements, the terms and conditions of which are substantially identical to those in Appendix J.2, for the following road segments shall be conveyed to the Holder and recorded: Sias Hill Road; two connecting roads between Casey's Road and Moosehead Lake; a portion of the Kokadjo to Nahmakanta Road; a portion of the Kokadjo to West Branch Ponds Road; Greenville to Hedgehog Checkpoint Road (a.k.a. KI Road), and Prong Pond Road from Lily Bay Road to Upper Wilson Pond.

ii. No later than 90 days following Commission approval for the first 200 units on the west side of Moosehead Lake, easements, the terms and conditions of which are substantially identical to those in Appendix J.2, for the following road segments shall be conveyed to the Holder and recorded: 20 Mile Road across Soldiertown Township.

iii. No later than 90 days following Commission approval for the second 200 units on the west side of Moosehead Lake, easements, the terms and conditions of which are substantially identical to those in Appendix J.2, for the following road segments shall be conveyed to the Holder and recorded: Capital Road to Somerset Road (Route 201) and Chase Stream Pond area.

If, at the end of the 30-year term of the Concept Plan, fewer than 100 units on the east side of Moosehead Lake have been approved, the obligation to execute the vehicular road access easements on the east side of the lake will expire. Similarly, if at the end of the 30-year term fewer than 100 units on the west side of Moosehead

[1] For purposes of this section, a unit shall be deemed "approved" when (a) for residential development, a subdivision permit has been issued by the Commission authorizing the parcel upon which the unit will be placed, or (b) for non-residential development, a development permit has been issued by the Commission authorizing the commercial lodging establishment within which the unit is to be placed.

Lake have been approved, the obligation to execute the vehicular road access easements on the west side of the lake will also expire.

However, if at the end of the 30-year term of the Concept Plan at least 100 units on the east side of Moosehead Lake have been approved, any remaining easements on the east side shall nevertheless be executed. Similarly, if, at the end of the 30-year terms of the Concept Plan, at least 100 units on the west side of Moosehead Lake have been approved, any remaining easements shall nevertheless be executed. Notwithstanding these requirements, if Plum Creek seeks such approvals and is denied so that these 100-unit thresholds cannot be met at the end of the 30-year term, the easements do not need to be executed.

f. Actions required prior to the 10-year anniversary of Concept Plan finalization date

Prior to the 10-year anniversary of the Concept Plan finalization date, Plum Creek must give proof to the Commission that it has donated 100 acres of land in the aggregate and made one or more loans in the aggregate amount of One Million Seven Hundred Fifty Thousand Dollars ($1,750,000) and at an interest rate no higher than four percent per annum to either Coastal Enterprises or, subject to Commission approval, another organization deemed by the Commission to be qualified, all for the purpose of creating 60 to 90 dwelling units of affordable homeownership housing in the Moosehead Lake region. Absent proof of such action, all further Commission review of any long-term development plans or applications for subdivision or other development within development areas shall not commence, or shall cease if already commenced.

G. Statistical Summary

The following tables provide certain statistical details about the Concept Plan. The acreages, percentages, dimensions and other figures listed below and throughout this Concept Plan are calculated based on the best GIS and other information currently available.

1. Concept Plan Area. The Concept Plan area covers 26 Minor Civil Divisions ("MCDs"): 17 in Somerset County and 9 in Piscataquis County.

Name	County	Percent of MCD in Plan Area
Town of Beaver Cove	Piscataquis	63%
Big Moose Twp.	Piscataquis	52%
Big W Twp.	Somerset	99%
Bowdoin College Grant West Twp.	Piscataquis	62%
Brassua Twp.	Somerset	96%
Chase Stream Twp.	Somerset	96%
Days Academy Grant Twp.	Piscataquis	53%
Elliottsville Twp.	Piscataquis	22%
Frenchtown Twp.	Piscataquis	84%
Indian Stream Twp.	Somerset	83%
Lily Bay Twp.	Piscataquis	98%
Long Pond Twp.	Somerset	97%
Misery Gore	Somerset	100%
Misery Twp.	Somerset	100%
Rockwood Strip Twp. T1 R1 NBKP	Somerset	21%
Rockwood Strip Twp. T2 R1 NBKP	Somerset	82%
Sandbar Tract Twp.	Somerset	12%
Sandwich Academy Grant Twp.	Somerset	89%
Sapling Twp.	Somerset	88%
Soldiertown Twp.	Somerset	75%
Spencer Bay Twp.	Piscataquis	71%
Squaretown Twp.	Somerset	53%
T1 R13 WELS	Piscataquis	68%
Taunton and Raynham Academy Grant Twp.	Somerset	83%
Thorndike Twp.	Somerset	100%
West Middlesex Canal Grant Twp.	Somerset	88%

2. Concept Plan Elements

	Acres	Percent of Total Concept Plan Area
Total Plan Area	380,074	100.00%
Land in Moosehead Region Conservation Easement	363,164	95.55%
Protection zones within Development Areas	398	0.10%
No Disturbance Areas within Development Areas	700	0.18%
Land remaining for Development *(equal to Total Plan Area, less (1) land in Moosehead Region Conservation Easement, and (2) Protection zones and No Disturbance Areas located within Development Areas)*	15,812	4.16%

3. Development Summarized by Zone

	Acres	Percent of Total Concept Plan Area
Development Zones *(equal to land remaining for development plus No Disturbance Areas)*	16,910	4.45%
Protection zones and No Disturbance Areas within Development Areas	-1,098	-0.29%
Net Development Area allocated for Development	15,812	4.16%
D-MH-RS1 (Residential Development Zone)	8,886	2.34%
D-MH-RS2 (Residential/Resort Optional Zone)	1,014	0.27%
D-MH-RT (Resort Development Zone)	5,656	1.49%
D-MH-PR (Primitive Resort Development Zone)	162	0.04%
D-CI (Commercial/Industrial Zone)	94	0.02%

4. Development Summarized by Area (in acres)

Development Area	Gross Acres	Acres of Protection Zones*	Acres of No Disturbance Areas	Net Acres available for Development
Long Pond	927	37	25	865
Brassua Lake	2,611	126	283	2,202
Rockwood/Blue Ridge	3,878	14	290	3,574
Route 6/15 Corridor	2,013	85	0	1,928
Commercial/Industrial	94	0	0	94
Moose Bay	1,026	12	0	1,014
Upper Wilson Pond	184	0	0	184
Beaver Cove	133	0	0	133
Big Moose Mountain	4,192	39	59	4,094
Lily Bay	1,852	85	43	1,724
	16,910	398	700	15,812

5. Development Summarized by Shore Frontage (in miles)

	Total Shorefront on Water Body	Shorefront owned by Plum Creek	Shorefront in Conservation Easement	Shorefront in No Disturbance Areas	Net Shorefront available for Development
Long Pond	21.9	15.9	13.0	0.7	2.2
Brassua Lake	63.5	43.5	34.6	1.4	7.5
Moosehead - TOTAL	245.4	19.5	13.6	0.1	5.8
Moosehead (Route 15 Corridor)				*0.0*	*2.0*
Moosehead (Moose Bay)				*0.0*	*0.6*
Moosehead (Big Moose Resort)				*0.0*	*1.9*
Moosehead (Lily Bay Resort)				*0.1*	*1.3*
Burnham Pond	4.4	4.4	2.3	0.0	2.1
Indian Pond	39.3	5.2	4.0	0.0	1.2
Upper Wilson Pond	8.5	8.3	7.4	0.0	0.9
	383.0	96.8	74.9	2.2	19.7

H. Concept Plan Maps

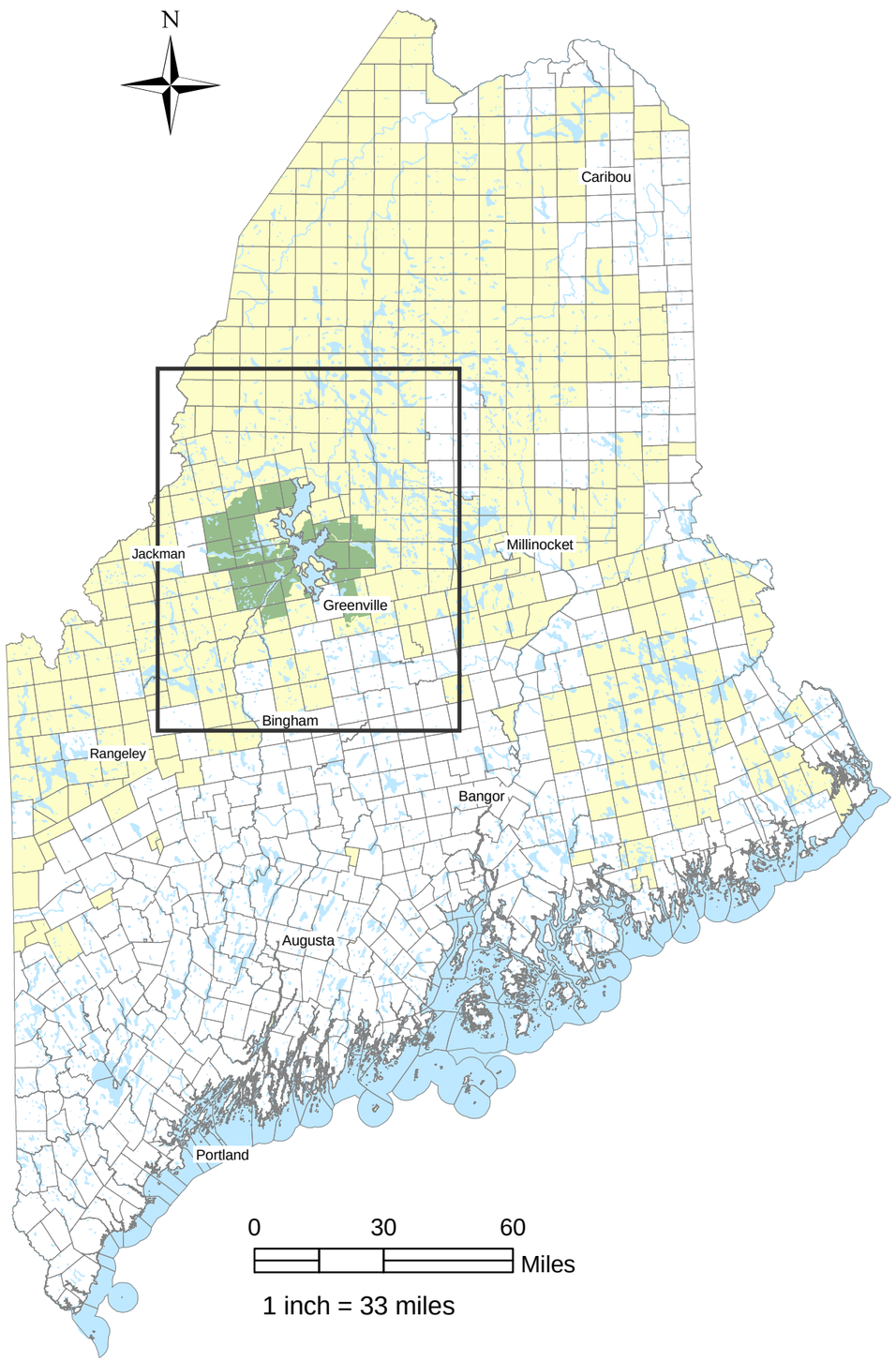
The following maps specify the locations of the development, conservation and other Concept Plan elements:

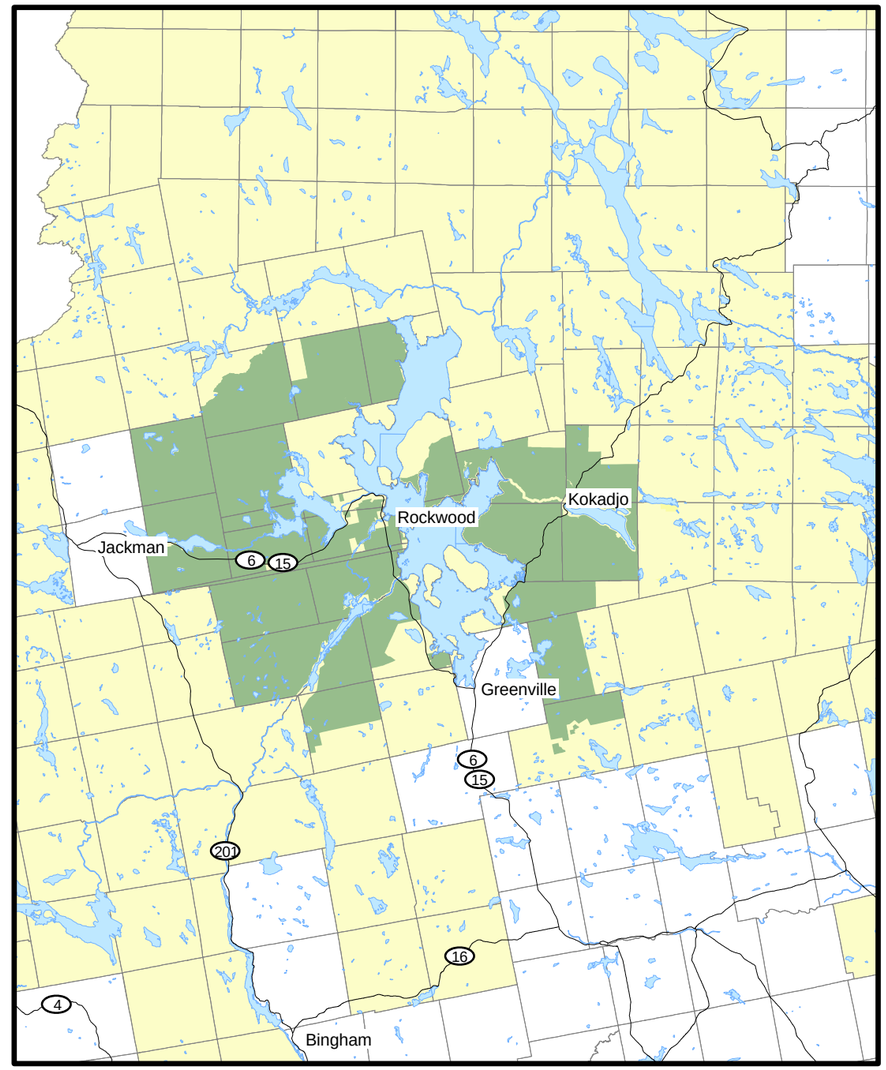
1. Concept Plan Location Map
2. Concept Plan Summary Map
3. Long Pond Development Area Map
4. Brassua Lake and Rockwood/Blue Ridge Development Areas Map
5. Route 6/15 Corridor and Commercial/Industrial Development Areas Map
6. Moose Bay Development Area Map
7. Beaver Cove and Upper Wilson Pond Development Areas Map
8. Lily Bay Development Area Map
9. Big Moose Mountain Development Area Map
10. Moosehead Region Conservation Easement Map
11. Roaches Pond Tract Map
12. Permanent Trail and Road Easements Map

Map 1

Concept Plan Location

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





1 inch = 12 miles

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

Legend

- Resource Plan Protection (P-RP) Subdistrict and Adjacent Concept Plan Conservation Elements
- Rivers - Lakes - Ponds
- Major Road
- Minor Civil Division Boundary
- LURC Jurisdiction

Map 2

Concept Plan Summary

Note:
This map does not depict any Protection Subdistricts. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

N

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

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- Roaches Pond Tract
- No Disturbance Area
- Residential Development Zone (D-MH-RS1)
- Residential/Resort Optional Zone (D-MH-RS2)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Approximate Moosehead-to-Mahoosucs Trail
- ITS Snowmobile Trail
- Existing Public ITS Snowmobile Trail
- Railroad

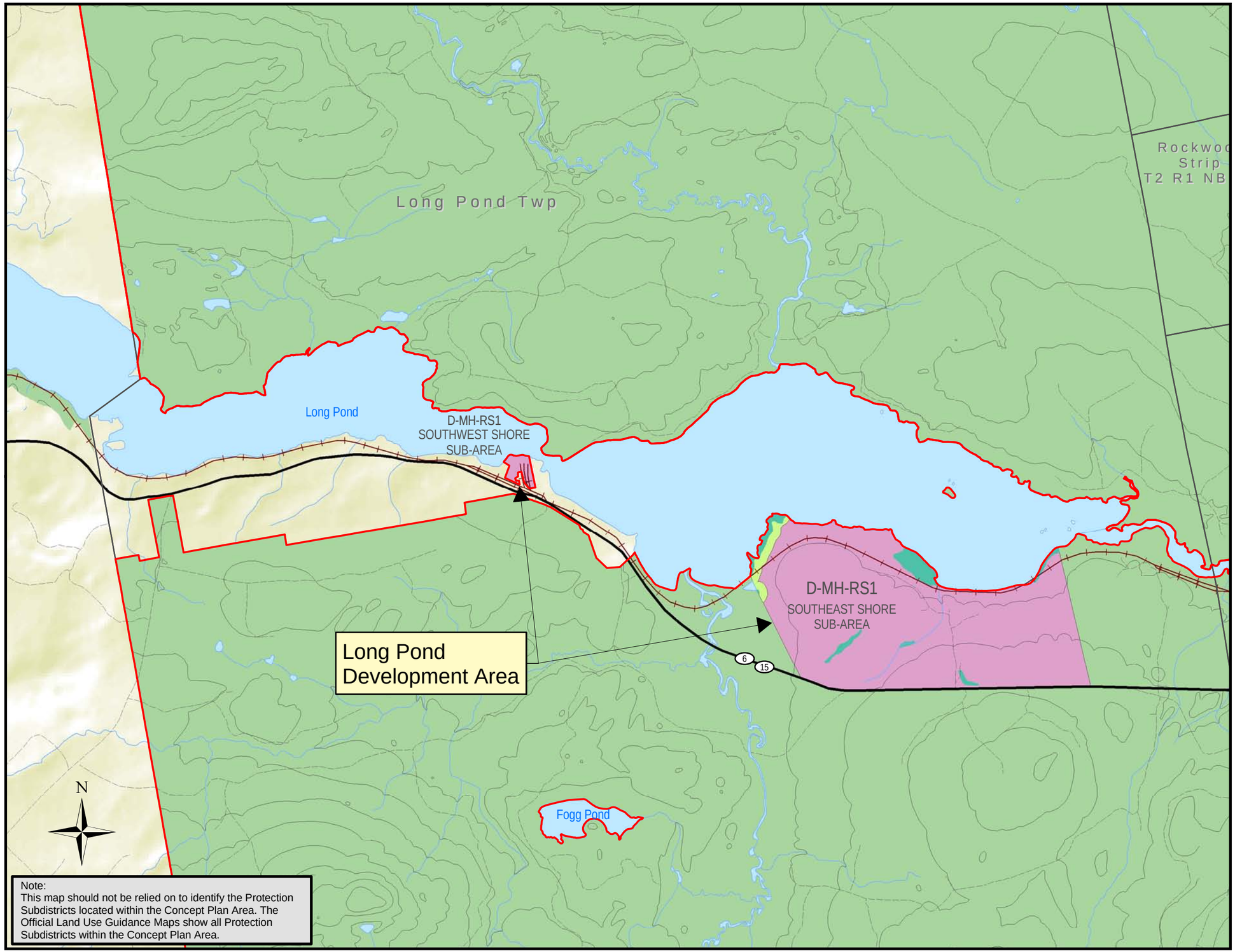
10 Ac
100 Ac
500 Ac

0 3 6 Miles

Map 3

Long Pond Development Area

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



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000 Feet

Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

N

Moosehead Lake

Rockwood

Rockwood Strip Twp T1 R1 NBKP

Rockwood/Blue Ridge Development Area

D-MH-RS1
EAST SHORE SUB-AREA

Brassua Lake Development Area

Brassua Lake

D-MH-RS1
BRASSUA DAM ENTRANCE SUB-AREA

West Outlet

D-MH-RS1
SOUTH PENINSULA SUB-AREA

D-MH-RS1
MAIN ROCKWOOD/BLUE RIDGE SUB-AREA

6

15

Taunton & Raynham Twp

Misery Gore Twp

Taunton & Raynham Twp

Brassua Lake and Rockwood/Blue Ridge Development Areas

Map 4

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

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

Note:
The P-RP Subdistrict does not directly abut the waters of Brassua Lake. Refer to the Official Land Use Guidance Maps to determine the exact boundary of the P-RP Subdistrict.

0 1,500 3,000
Feet

Map 5

Route 6/15 Corridor and Commercial/Industrial Development Areas

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

Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

N

West Outlet

Sandbar Tract Twp

6

15

D-MH-RS1
MAIN ROUTE 6/15 CORRIDOR SUB-AREA

Taunton & Raynham Twp

Misery Gore Twp

Route 6/15 Corridor Development Area

Moosehead Lake

D-MH-CI

Commercial/Industrial Development Area

D-MH-RS1
SAPLING TOWNSHIP SUB-AREA

Sapling Twp

Kennebec River East Outlet

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000
Feet

Map 6

Moose Bay Development Area

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

Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

N

Mountain View Pond

6
15

Big Moose Twp

Moosehead Lake

D-MH-RS2

Lily Bay Road

Moose Bay Development Area

Moosehead Junction Twp

Greenville

Legend

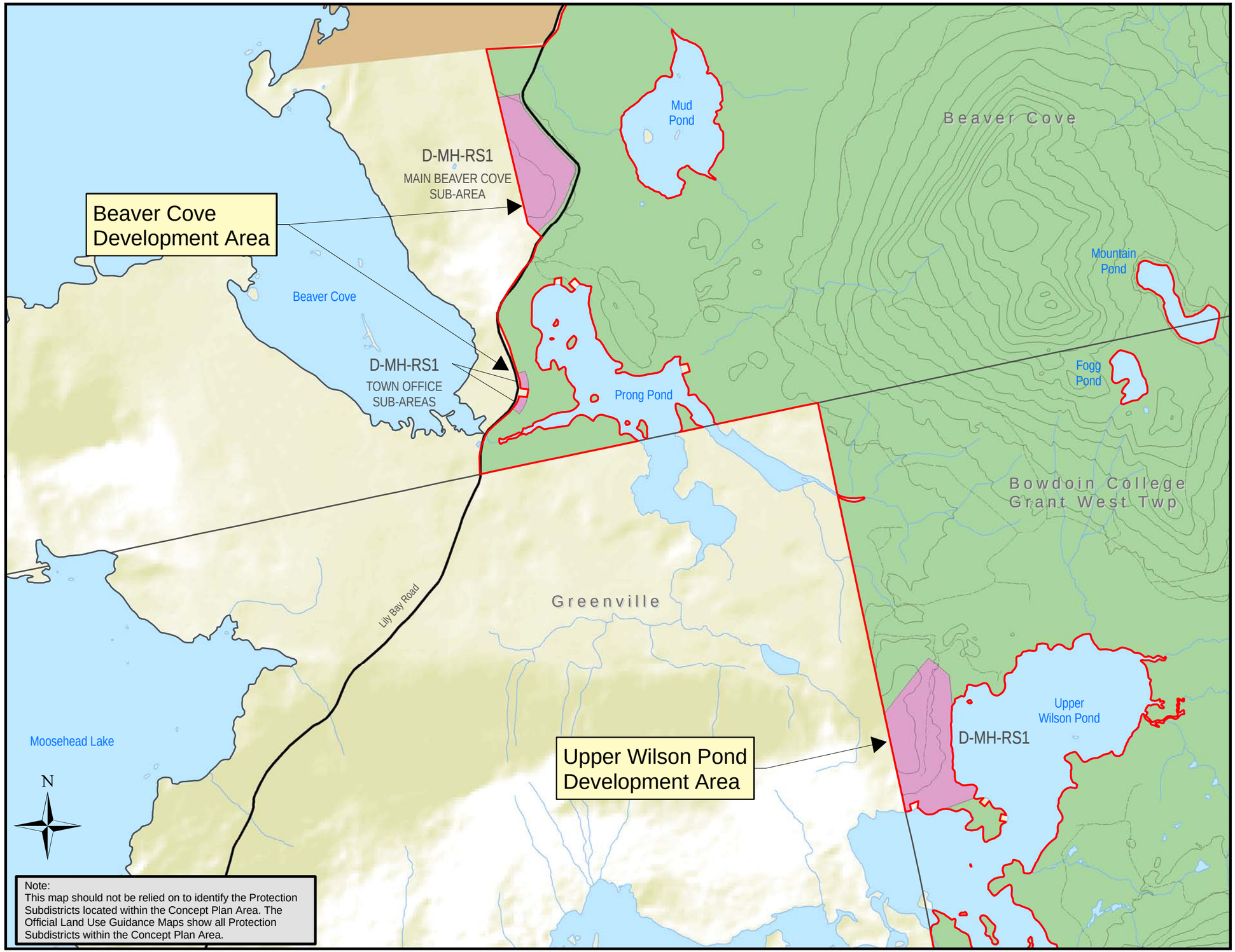
- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000
Feet

Map 7

Beaver Cove and Upper Wilson Pond Development Areas

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



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Legend

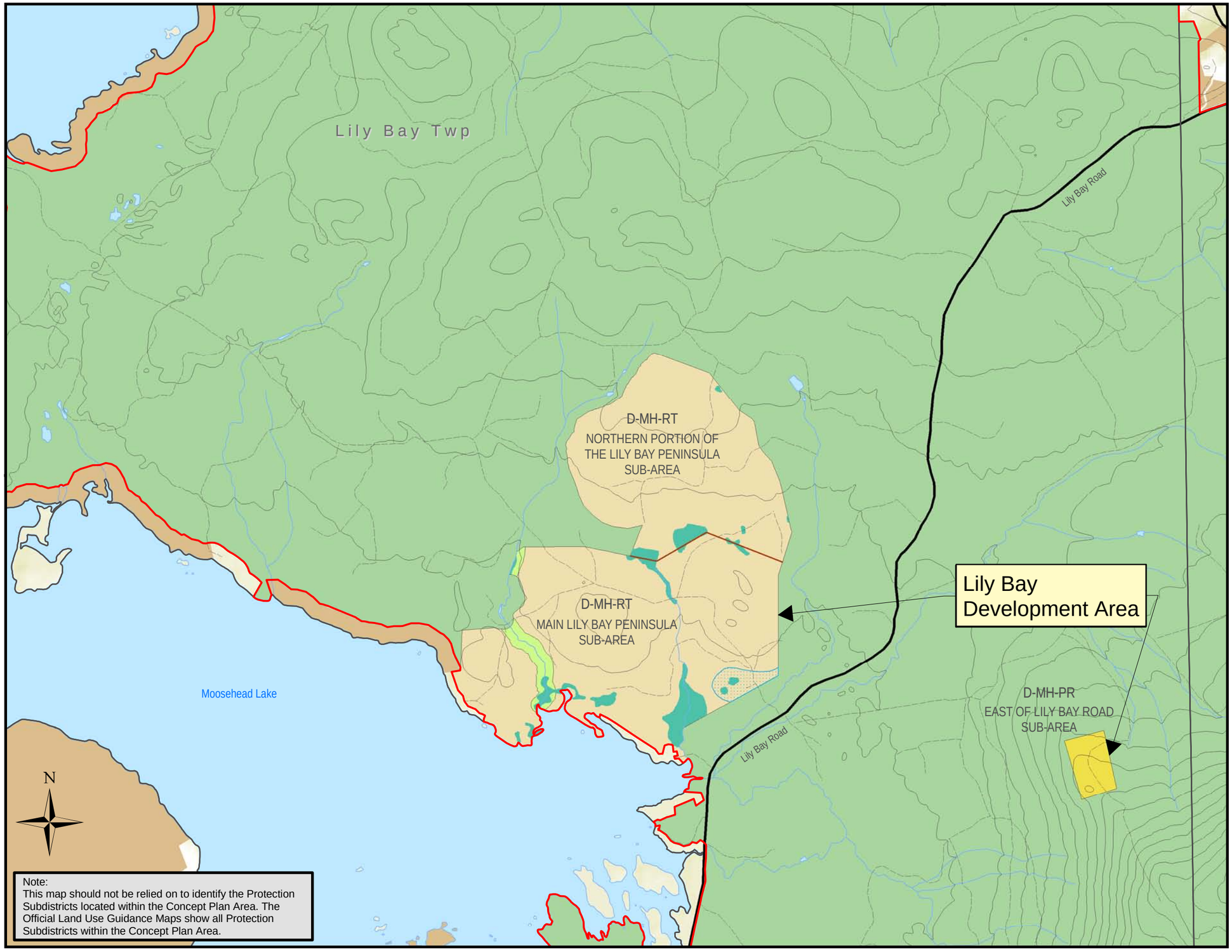
- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000 Feet

Map 8

Lily Bay Development Area

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



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Legend

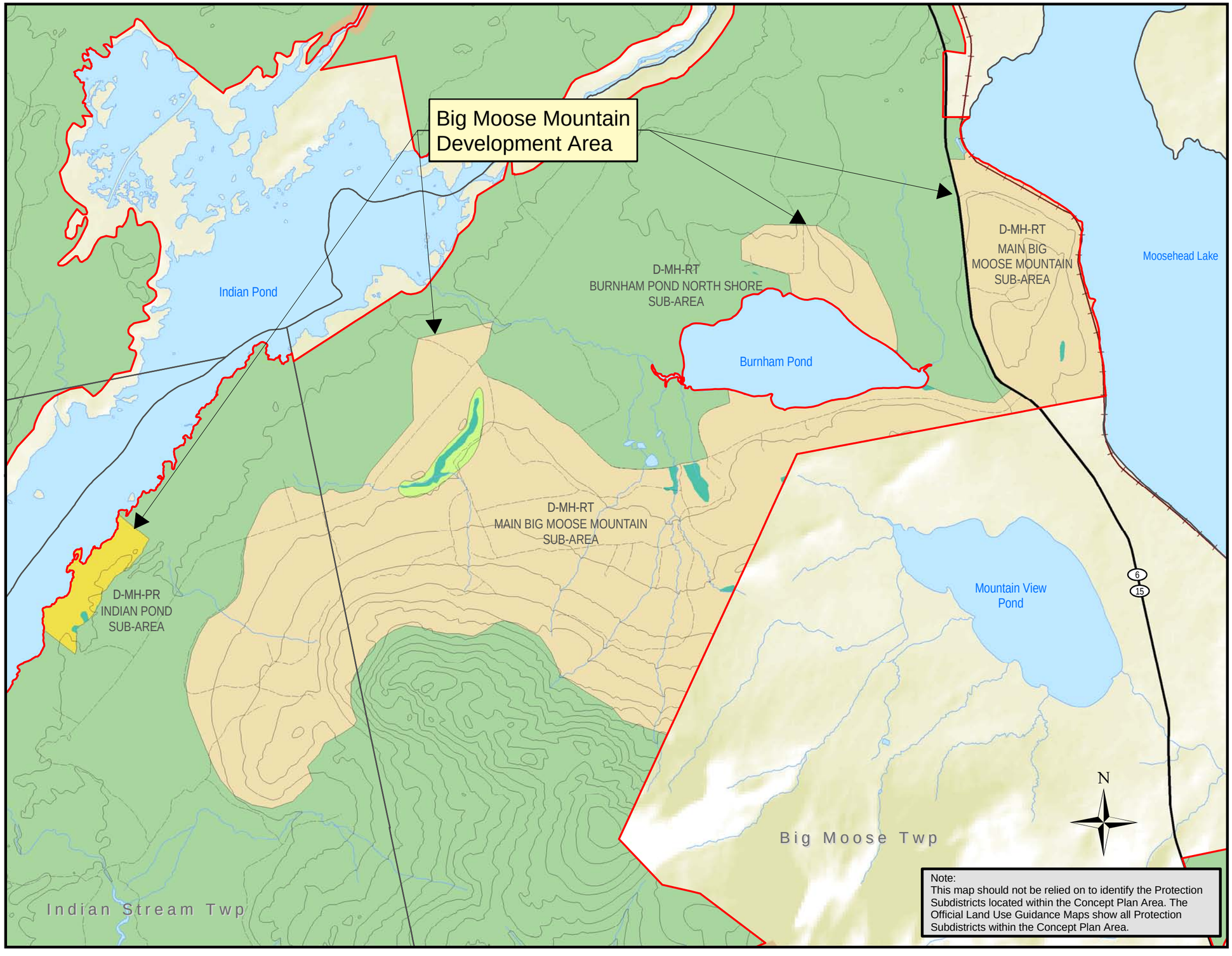
- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Area north of line subject to approval of Long Term Development Plan
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

0 1,500 3,000 Feet

Map 9

Big Moose Mountain Development Area

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



Note:
This map should not be relied on to identify the Protection Subdistricts located within the Concept Plan Area. The Official Land Use Guidance Maps show all Protection Subdistricts within the Concept Plan Area.

Legend

- Resource Plan Protection (P-RP) Subdistrict
- Private, State, Federal Land in Conservation
- Moosehead Region Conservation Easement
- No Disturbance Area
- Residential/Resort Optional Zone (D-MH-RS2)
- Residential Development Zone (D-MH-RS1)
- Primitive Resort Development Zone (D-MH-PR)
- Resort Development Zone (D-MH-RT)
- Commercial Industrial Development Zone (D-MH-CI)
- Wetland Protection Zone
- Mapped Sand and Gravel Aquifer
- Area north of line subject to approval of Long Term Development Plan
- Major Road (Public)
- Minor Road (Public or Private)
- Railroad

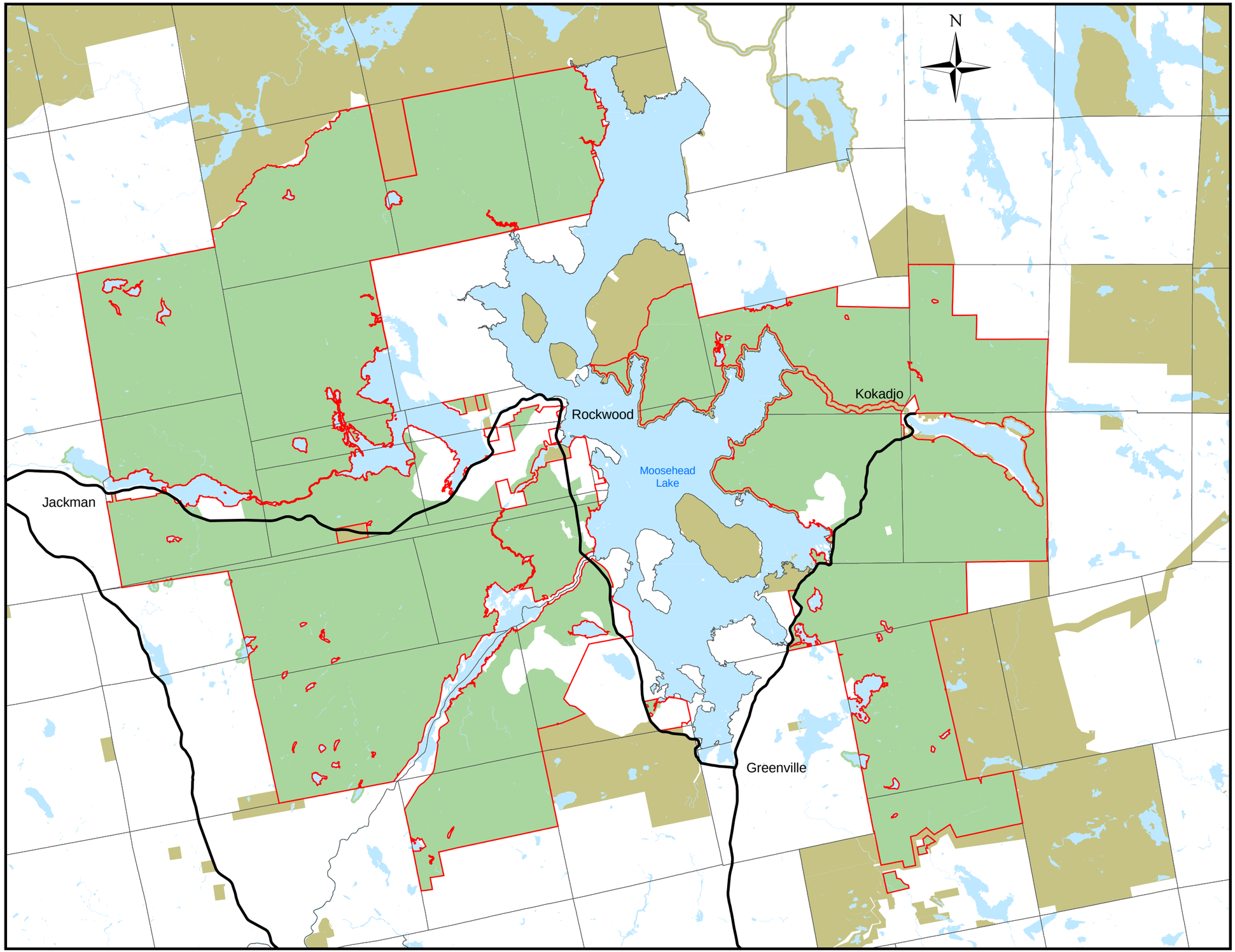
Note:
The P-RP Subdistrict does not directly abut the waters of Indian Pond. Refer to the Official Land Use Guidance Maps to determine the exact boundary of the P-RP Subdistrict.

0 1,500 3,000 Feet

Map 10

Moosehead Region Conservation Easement

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



Legend

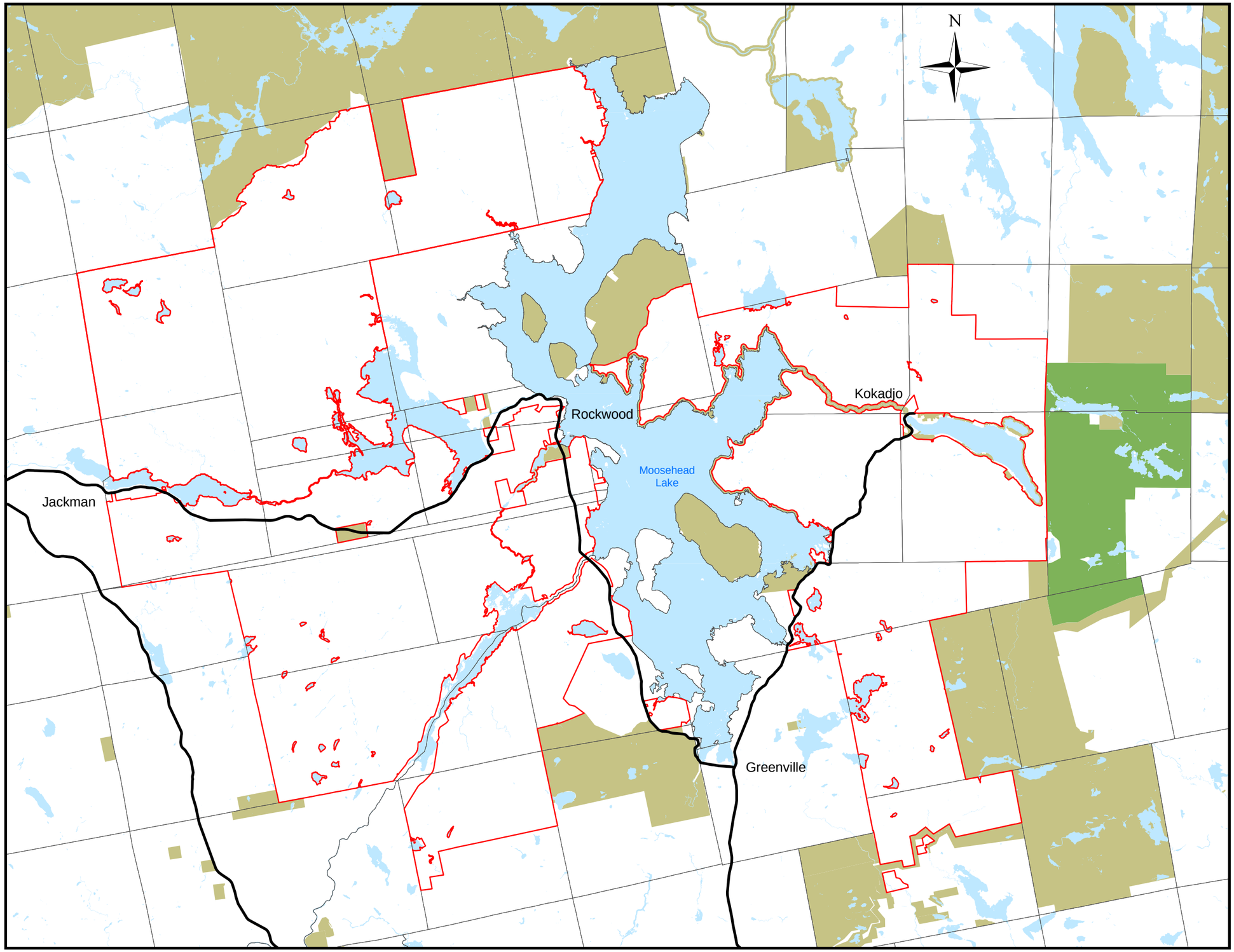
- Resource Plan Protection (P-RP) Subdistrict
- Moosehead Region Conservation Easement
- Private, State, Federal Land in Conservation
- Major Road

0 4 8 Miles

Map 11

Roaches Pond Tract

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



Legend

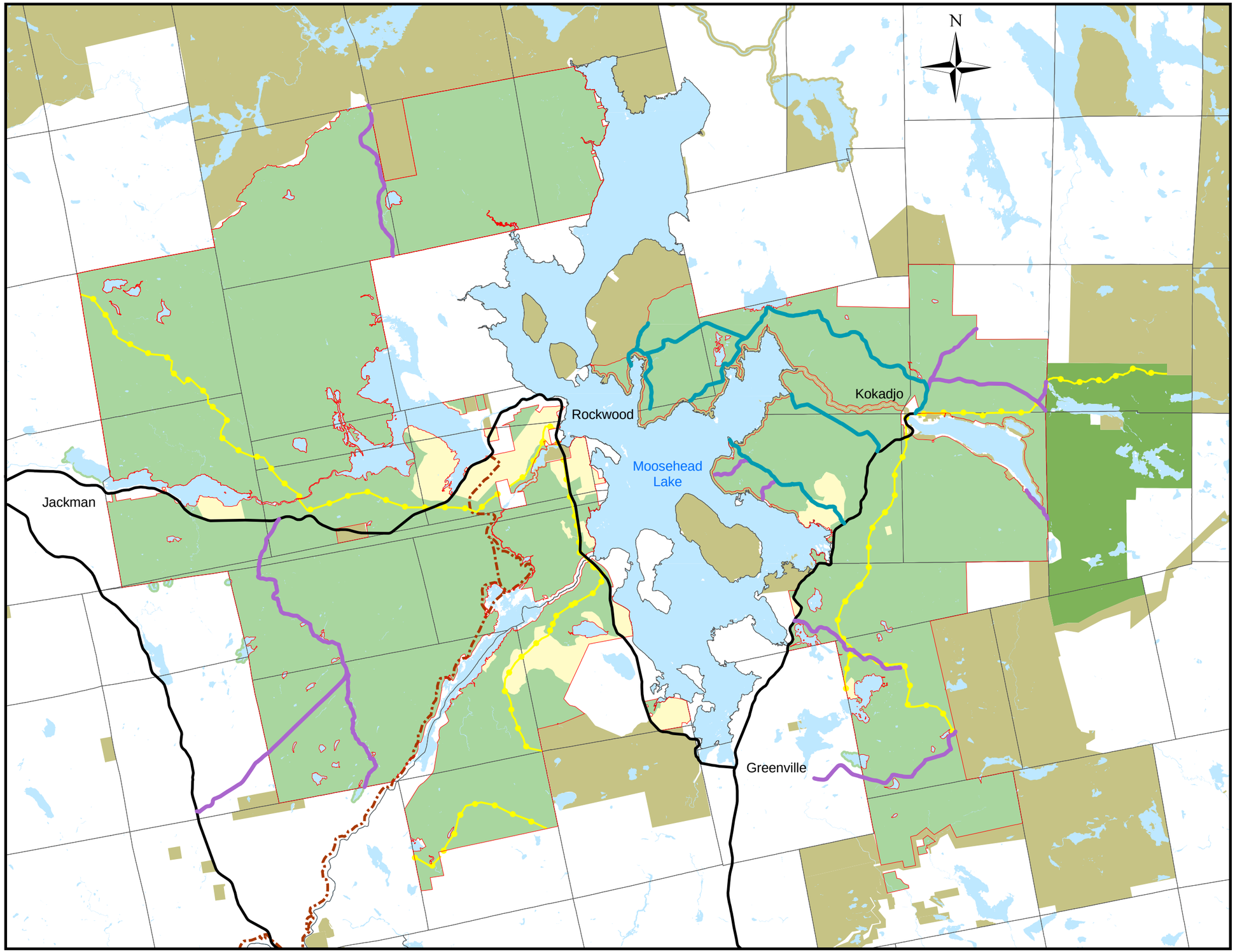
- Resource Plan Protection (P-RP) Subdistrict
- Roaches Pond Tract
- Private, State, Federal Land in Conservation
- Major Road

0 4 8 Miles

Map 12

Permanent Trail and Road Easements

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



Legend

- Resource Plan Protection (P-RP) Subdistrict
- Moosehead Region Conservation Easement
- Roaches Pond Tract (approximate location)
- Private, State, Federal Land in Conservation
- Major Road
- Spencer Bay Roads Easement (approximate location)
- 57 Mile Roads Easement (approximate location)
- Snowmobile Trail Easement (approximate location)
- Mahoosucs-to-Moosehead Trail Easement (approximate location)

0 4 8 Miles

II

Addendum to the Commission's *Land Use Districts and Standards* (Chapter 10)

A. Applicability and Organization

This addendum to the Commission's *Land Use Districts and Standards* (currently found in Chapter 10) contains regulatory provisions that include, *inter alia*, the land use zones into which the Resource Protection Plan (P-RP) Subdistrict established in this Concept Plan has been divided, and further contains certain development standards and review procedures that apply to development and other land uses authorized pursuant to the Concept Plan (hereinafter collectively and individually, "addendum provisions"). The addendum provisions are applicable only to this Concept Plan and are integral parts of it.

Each of the addendum provisions contained herein is either: (1) a *replacement*, in whole or in part, of a specified existing Chapter 10 provision which the Commission has determined to be inappropriate to this Concept Plan; or (2) a *supplement* to a specified existing Chapter 10 provision which the Commission has determined to be otherwise insufficient for this Concept Plan; or (3) a *new provision* determined by the Commission to be required in this Concept Plan and for which no comparable provision exists currently in Chapter 10.

The addendum provisions shall remain unchanged for the term of the Concept Plan to the fullest extent allowed by law, and may only be amended pursuant to the process set forth in Section I.D. of this Concept Plan.[2]

Applicability of Existing Chapter 10 Provisions and Future Amendments Thereto

Those provisions of Chapter 10 in existence as of the effective date (hereinafter collectively and individually, "existing Chapter 10 provisions") that have *not* been replaced by the addendum provisions contained herein shall apply to this Concept Plan and throughout the Concept Plan area.

If the Commission, through its rulemaking procedures, either adopts a new provision to Chapter 10 or adds to, revises, replaces, eliminates or otherwise amends an existing Chapter 10 provision (hereinafter collectively and individually "new Chapter 10 provisions") during the term of this Concept Plan, the new Chapter 10 provisions shall apply to the Concept Plan area, *except* if the subject matter of the new Chapter 10 provisions already has been expressly addressed by or is covered by one or more of the addendum provisions. In such a situation, the addendum provisions shall control if the Commission determines that the new Chapter 10 provisions are in any way inconsistent with the addendum provisions. For example, since this addendum contains specific standards that amend and replace the Commission's current standards governing scenic character (10.25,E,1) and vegetation clearing activities (10.27,B), those existing Chapter 10 provisions addressing scenic character and vegetation clearing activities will not apply to the Concept Plan area during the term of the Concept Plan, and any new or different scenic character or vegetation clearing standards that may be subsequently adopted by the Commission for its jurisdiction will not apply to the Concept Plan area during the term of the Concept Plan; rather, this addendum's provisions addressing scenic character and vegetation clearing activities (Section II, Sub-Chapter III, 10.25.E,1) will apply.[3]

Both existing Chapter 10 provisions and new Chapter 10 provisions enacted by the Commission subsequent to the effective date of this Concept Plan and applicable to the jurisdiction that are not superseded by the addendum provisions are collectively and individually referred to as "LURC amendable provisions."

---

[2] Plum Creek understands and agrees that statutory changes that would otherwise apply to the Concept Plan area will be fully applicable notwithstanding the existence of this Concept Plan. Plum Creek, like any landowner, retains the right to challenge on constitutional grounds any statutory enactment that aggrieves it; however, the terms of this Concept Plan do not purport to constrain future legislative activity.

[3] The applicability of the Commission's future amendments to its Comprehensive Land Use Plan ("CLUP") would be resolved in the same manner as described above for Chapter 10 provisions: Essentially, future CLUP revisions would be applicable to the Concept Plan area during the term of the Concept Plan unless any such revision is inconsistent with the addendum provisions.

This addendum is organized as follows:

Sub-Chapter I: General Provisions contains definitions specific to this Concept Plan, thereby adding to and replacing the definitions contained in Chapter 10.

Sub-Chapter II: Land Use Zones contains the land use zones that apply within the P-RP Subdistrict established by this Concept Plan.

Sub-Chapter III: Land Use Standards contains new or revised standards applicable to certain allowed land uses and structures within the Concept Plan area, thereby adding to or replacing the standards contained in Chapter 10.

Sub-Chapter IV: Supplemental Review Processes and Requirements contains new procedural and other requirements applicable to subdivision and other development proposals, thereby adding to the Commission's usual review processes and requirements.

B. Explanatory Table

The following table lists the provisions contained in this addendum ("Addendum provision" in the left-hand column) and explains the effect of each addendum provision on the existing Chapter 10 provision ("Existing Chapter 10 provision" in the right-hand column).

Addendum provision	Existing Chapter 10 provision
Sub-Chapter I: General Provisions	
A. Purpose, Applicability and Organization; and B. Explanatory Table	Addendum supplements but does not replace 10.01 (Purpose) of Chapter 10
10.02 (Definitions)	Addendum replaces 10.02 (Definitions) of Chapter 10 in its entirety, except for statutory changes to the definitions and new definitions that are either part of or give meaning to a standard contained in natural resources laws and regulations that are applicable to this Concept Plan (for full explanation, *see* p. 39 of this addendum)
	Addendum neither replaces nor supplements 10.03 - 10.20 (General Provisions, other than Purpose and Definitions) of Chapter 10

Addendum provision	Existing Chapter 10 provision

Sub-Chapter II: Land Use Zones

10.21,A (Commercial Industrial Development Zone -- D-MH-CI)	Addendum replaces 10.21,A,1 and 2 (Purpose and Description, D-CI Subdistrict) of Chapter 10; and supplements but does not replace 10.21,A,3 (Land Uses, D-CI Subdistrict) of Chapter 10
	Addendum neither replaces nor supplements 10.21,B - J (Development Subdistricts, other than D-CI Subdistrict) of Chapter 10
10.21,J (Primitive Resort Development Zone -- D-MH-PR)	New addendum provision – no comparable Chapter 10 provision
10.21,K (Residential Development Zone -- D-MH-RS1)	New addendum provision – no comparable Chapter 10 provision
10.21,L (Residential/Resort-Optional Development Zone -- D-MH-RS2)	New addendum provision – no comparable Chapter 10 provision
10.21,M (Resort Development Zone -- D-MH-RT)	New addendum provision – no comparable Chapter 10 provision
10.22,A (General Management Zone -- M-MH-GN)	Addendum replaces 10.22,A,1 and 2 (Purpose and Description, M-GN Subdistrict) of Chapter 10; and supplements but does not replace 10.22,A,3 (Land Uses, M-GN Subdistrict) of Chapter 10
	Addendum neither replaces nor supplements 10.22,B – C (Management Subdistricts other than M-GN Subdistrict) of Chapter 10
10.23 (Protection Subdistricts)	Addendum neither replaces nor supplements 10.23 (Protection Subdistricts) of Chapter 10, except as specified on p. 89 of this addendum

Addendum provision	Existing Chapter 10 provision

Sub-Chapter III: Land Use Standards

	Addendum neither replaces nor supplements 10.24 (General Criteria for Approval of Permit Applications) of Chapter 10
10.25, E,1 (Scenic Character)	Addendum replaces 10.25,E,1 (Scenic Character) and 10.27,B (Vegetation Clearing) of Chapter 10
10.25,F (Noise and Lighting)	Addendum replaces 10.25, F (Noise and Lighting) of Chapter 10
10.25,Q,1 (Subdivisions and Land Transfers)	Addendum replaces 10.25,Q,1 (Counting Parcels, Lots, or Dwelling Units Under the Definition of Subdivision) of Chapter 10
Provisions a and b of 10.25,Q,3 (Layout and Design for all Subdivisions)	Addendum replaces provisions a – b, but neither replaces nor supplements provisions c – g of 10.25,Q,3 (Layout and Design for all Subdivisions) of Chapter 10
	Addendum neither replaces nor supplements 10.25 (Development Standards) of Chapter 10, except as specified in the above four rows of this table
10.26 (Dimensional Requirements)	Addendum replaces 10.26,A – F (Minimum Lot Size, Minimum Shoreline Frontage, Minimum Road Frontage, Minimum Setbacks, Maximum Lot Coverage, Maximum Building Height) of Chapter 10; and supplements but does not replace 10.26,G (Exceptions to Dimensional Requirements) of Chapter 10
10.27, F,3 (Clearing of Areas to be Filled or Graded)	Addendum replaces 10.27,F,3 (Clearing of Areas to be Filled or Graded) of Chapter 10
10.27,J,1,o,(1) (Size Limitations for On-Premise Signs Not Requiring a Permit)	Addendum replaces 10.27,J,1,o,(1) (Size Limitations for On-Premise Signs Not Requiring a Permit) of Chapter 10
	Addendum neither replaces nor supplements 10.27 (Activity-Specific Standards) of Chapter 10, except as specified in the above two rows of this table

Addendum provision	Existing Chapter 10 provision

Sub-Chapter IV: Supplemental Review Processes and Requirements

10.28 (Limitations on Numbers of Units and Unit Sequencing Requirements)	New addendum provision – no comparable Chapter 10 provision
10.29 (Long-term Development Plans)	New addendum provision – no comparable Chapter 10 provision
10.30 (Canada Lynx – Traffic Monitoring Plan)	New addendum provision – no comparable Chapter 10 provision
10.31 (Procedures for Evaluating and Conducting Vegetation Clearing Activities)	New addendum provision – no comparable Chapter 10 provision
10.32 (Limitations on Shoreland Structures and Water Access Sites)	New addendum provision – no comparable Chapter 10 provision
10.33 (No Disturbance Areas)	New addendum provision – no comparable Chapter 10 provision

Appendices

	Addendum neither replaces nor supplements Appendices A - F (Sample Determination to Identify Water Quality Limiting Lakes; Guidelines for Vegetative Stabilization; Alphabetical List of Lakes Showing Wildlands Lake Assessment Findings; Lakes and Rivers on Which the Use of Personal Watercraft is Prohibited; FEMA Maps for LURC Jurisdiction; and Expedited Wind Energy Development Area Designation) of Chapter 10

Sub-Chapter I
GENERAL PROVISIONS

10.02 Definitions

The definitions below apply to terms as they appear in this Concept Plan. All definitions established in relevant statutes, which are identified herein by use of quotation marks, apply, as appropriate, to the Concept Plan; their citations herein are intended as cross-references only. Subsequent amendments to all relevant statutory definitions supersede any definitions contained herein. If the Commission, through its rulemaking process, adopts new definitions that are not in this Section 10.02, those newly adopted definitions shall apply to the Concept Plan, but only to the extent that (1) the new definition provides new and additional, but not conflicting meaning to those portions of the Commission's *Land Use Districts and Standards* that apply to this Concept Plan pursuant to Section II.B, or (2) the definition is part of or gives meaning to a standard contained in natural resources laws and regulations that are applicable to this Concept Plan. In the application of the M-MH-GN zone, for any defined term below that is also a defined term in the Moosehead Region Conservation Easement, the definition found in the Moosehead Region Conservation Easement shall govern.

1. Accessory Use or Accessory Structure:
   "A use or structure subordinate to a permitted or conditional use or structure and customarily incidental to the permitted or conditional use of the structure." 12 M.R.S.A. §682.

2. Adjacent Grade:
   The natural elevation of the ground surface prior to construction next to the proposed wall of a structure.

3. Affordable Housing:
   Affordable housing is decent, safe, and sanitary dwellings, apartments or other living accommodations that are affordable to lower income households and moderate income households, in accordance with the following provisions.
   a. An owner-occupied housing unit is "affordable" to a household if the unit's expected sales price is reasonably anticipated to result in monthly housing costs (including mortgage principal and interest payments, mortgage insurance costs, homeowners' insurance costs, real estate taxes, and basic utility and energy costs) that do not exceed 28% to 33% of the household's gross monthly income. Determination of mortgage amounts and payments are to be based on down payment rates and interest rates generally available to lower and moderate income households.
   b. A renter-occupied housing unit is "affordable" to a household if the unit's monthly housing costs (including rent and basic utility and energy costs) do not exceed 28% to 33% of the household's gross monthly income.
   c. A "lower income household" is a household with a gross income less than or equal to 80% of the applicable HMFA/County median income. Lower income households include both very low income households and low income households. A "very low income household" is a household with a gross income less than or equal to 50% of the applicable HMFA/County median income. A "low income household" is a household with a gross income over 50%, but less than or equal to 80%, of the applicable HMFA/County median income.
   d. A "moderate income household" is a household with a gross income over 80%, but less than or equal to 150%, of the applicable HMFA/County median income.
   e. The "applicable HMFA/County median income" is the median family income most recently published by the U.S. Department of Housing and Urban Development (HUD) for the federally-designated Metropolitan Fair Market Rent Area (HMFA) or County (non-HMFA part) in which the housing unit is located. Where appropriate to use of this definition, median family income may be adjusted for family size.
   f. A household's "gross income" includes the income of all household members from all sources.

4. Affordable Housing Covenant:
Any agreement among one or more owners, one or more tenants of residential real estate and one or more qualified housing entities, or between one or more owners and one or more qualified housing entities, or between one or more tenants and one or more qualified housing entities, that permits a qualified housing entity to control, either directly or indirectly, the purchase or rental price of residential housing for the primary purpose of providing that the housing remains affordable to lower income and moderate-income households.

5. Agricultural Management Activities:
Land clearing if the land topography is not altered, tilling, fertilizing, including spreading and disposal of manure, liming, planting, pesticide application, harvesting or cultivating crops, pasturing of livestock, minor drainage and maintenance of drainage, and other similar or related activities, but not the construction, creation or maintenance of land management roads, nor the land application of septage, sludge and other residuals and related storage and composting activities.

6. Alteration:
Dredging; bulldozing; removing or displacing soil, sand, vegetation or other materials; draining or dewatering; filling; or any construction, repair or alteration of any permanent structure. On a case-by-case basis and as determined by the Commission, the term "alteration" may not include:
a. An activity disturbing very little soil such as installing a fence post or planting shrubs by and;
b. The addition of a minor feature to an existing structure such as a bench or hand rail; and
c. The construction, repair or alteration of a small structure with minimal impact such as a nesting box, pasture fence, or staff gauge.

7. Aquatic Vegetation:
Plants that usually grow on or below the surface of the water for most of the growing season in most years.

8. Area of Special Flood Hazard:
The land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in a Flood Insurance Study, where available, and/or as delineated on the Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), or Commission's Land Use Guidance Map.

8.A. Back Country Hut:
A structure providing transient lodging in support of primitive recreation. A back country hut may consist of, but not necessarily include, some or all of the following: a central area for serving meals and socializing for guests; office space; individual or shared sleeping accommodations; showers; toilets; and other amenities providing basic comforts and conveniences for guests. A back country hut shall be sized to have a ground level building footprint of no more than 5,000 square feet and an overall height of no more than 40 feet as measured from the original grade at the downhill side of the structure to the highest point of the structure. A back country hut may include accessory structures that provide limited and basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to outdoor fire places or fire rings, picnic tables, picnic shelters, pressurized water systems; septic systems; and workshops, woodsheds, laundry, equipment storage, and other utility buildings as needed.

9. Base Flood:
The flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

10. Basement:
Any area of the building having its floor subgrade (below ground level) on all sides.

11. Bed and Breakfast Facility:
An owner-occupied, single-family dwelling comprising a single residential building and its accessory structures, in which up to six sleeping rooms are rented for a fee for transient occupancy by guests. Breakfast is the only meal to be served to overnight guests. There must be no kitchen facilities in rented rooms and no separate ownership of rooms.

12. Boathouse:
A structure that extends over or beyond the normal high water mark into which boats are directly maneuvered without leaving the water body. Boathouses are distinct from boat storage buildings, which require the boat to be removed from the water for entry.

13. Boat Ramp:
See commercial trailered ramp, private trailered ramp, or trailered ramp.

14. Body of Standing Water:
A body of surface water that has no perceptible flow and is substantially permanent in nature. Such water bodies are commonly referred to as man-made or natural lakes or ponds.

15. Breakaway Wall:
A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

16. Building:
"Any structure having a roof or partial roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals or objects regardless of the materials of which it is constructed." 12 M.R.S.A. §682. The Commission finds that a temporary camping tent constructed of fabric or similar materials is not considered a building.

17. Bulk:
The size, volume, and shape of buildings and structures, and the physical relationship of their exterior walls or their location to lot lines, other buildings, structures, and surrounding open space. Bulk does not suggest any architectural style or design. This term is used, for example, to ensure that new adjacent development is compatibly arranged and does not dwarf or overshadow existing development.

18. 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.

19. Campground:
Any area, other than a camp site, designed for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes or similar facility designed for temporary shelter.

20. Campsite:
"A camping location containing tents, registered tent trailers, registered pickup campers, registered recreational vehicles, registered trailers or similar devices used for camping. "Campsite" does not include a camping location that has access to a pressurized water system or permanent structures other than outhouses, fireplaces, picnic tables, picnic tables with shelters or lean-tos. A campsite may be designed to contain a maximum of 4 camping sites for transient occupancy by 12 or fewer people per site, or numbers of sites and occupancy rates consistent with a landowner's recreational policy filed with the commission. The commission may require a campsite permit if it determines that the recreational policy is inconsistent with the commission's comprehensive land use plan." 12 M.R.S.A §682(15).

21. Capacity Expansions of Utility Facilities:
The addition of new telephone or electric wires or similar equipment to existing electric or telephone transmission and distribution poles for the purpose of increasing the capacity thereof.

21.A. Caretaker/Manager Housing:
A dwelling unit located on property owned by a homeowners association, resort developer or resort owner and occupied by an employee or an individual member of a homeowners association or resort for the purpose of providing ongoing maintenance, property management, and caretaking services to the homeowners association, resort development and/or its members in connection with the operation of a subdivision or resort development. Caretaker/manager housing may be occupied by the employee and his or her family and temporary guests. Caretaker/manager housing may be associated with a common area facility, or may be located on a separate lot owned by the homeowners association or resort developer. If an employee of a homeowners association or resort resides on a lot or in a unit he or she owns, it shall not be considered "caretaker/manager housing."

22. Checkpoint Building:
A structure on land under forest management which is used primarily for control of access to private roads or trails, provided it does not include more than one residence. For purposes of this Concept Plan, a checkpoint building does not constitute a dwelling unit unless it is owned by the checkpoint building operator.

23. Children's Day Care Facility:
A building, not the residence of the operator, in which a person carries out a regular program, for consideration, for any part of a day providing care for three or more children under 19 years of age.

23.A. Cleared Opening:
An area that is cleared of trees, shrubs, and/or other woody vegetation such that it is different in density, size and/or species of vegetation from existing, surrounding vegetation.

24. 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.

25. Coastal Nesting Island:
An island used for nesting by sea birds during their breeding period.

26. Coastal Wetlands:
Tidal and subtidal lands, including all areas below any identifiable debris line left by tidal action; all areas with vegetation present that is tolerant of salt water and occurs primarily in a salt water or estuarine habitat; and any swamp, marsh, bog, beach, flat or other contiguous lowland which is subject to tidal action during the maximum spring tide level as identified in tide tables published by the National Ocean Service. Coastal wetlands may include portions of coastal sand dunes.

27. Combined Floor Area:
The total floor area of all principal and accessory structures on a lot.

28. Combined Septic System:
A disposal system designed to dispose of gray and black waste water on or under the surface of the earth that includes but is not limited to: septic tanks; disposal fields; or any other fixture, mechanism, or apparatus used for this purpose.

29. Commercial Fishing Activities:
Activities directly related to commercial fishing and those commercial activities commonly associated with or supportive of commercial fishing, such as the manufacture or sale of ice, bait and nets and the sale, manufacture, installation or repair of boats, engines and other equipment commonly used on boats.

30. Commercial Mineral Extraction:
Mineral extraction other than Mineral Extraction for Road Purposes.

31. Commercial Sporting Camp:
A building or group of buildings devoted primarily to the offering of lodging facilities for a fee to persons primarily in pursuit of primitive recreation or motorized recreational uses. A commercial sporting camp functions primarily as a destination for the above activities rather than a transient lodging facility or a base of operations for activities in another location, such as whitewater rafting. A resident, on-site attendant must be available on a full-time basis to meet the needs of guests. A commercial sporting camp shall be sized to have a total floor area no greater than 10,000 square feet for all principal buildings (including housekeeping and outpost cabins) associated with the facility. A commercial sporting camp may consist of, but not necessarily include, some or all of the following: a number of cabins for the housing of guests including housekeeping cabins; a main lodge for serving of meals and socializing for the guests; outbuildings for housing of the owners, guides, and other workers; workshop, woodsheds, laundry, equipment storage, and other utility buildings as needed. Outpost cabins are considered a part of the commercial sporting camp. A sporting camp located in a D-MH-PR zone may be associated with nature-based resort development located in a D-MH-RT zone. Such a sporting camp may serve guests of the nature-based resort development, and a resident on-site attendant may be available on a full-time basis at the nature-based resort development rather than at the sporting camp facility to meet the needs of sporting camp guests.

32. Commercial Trailered Ramp, Hand-Carry Launch, or Dock:
A trailered ramp, hand-carry launch, or dock, including an associated parking area and access road, that is privately owned and operated, and open to all members of the public, with or without a fee, but not meeting the definition of a public trailered ramp, hand-carry launch, or dock.

32.A. Commercial Lodging Establishment:
A business that provides short-term overnight accommodations with sleeping arrangements for a fee, such as hotels, motels, inns, lodges, housekeeping cabins, timeshare units, commercial sporting camps, back country huts, and remote rental cabins, but excluding bed and breakfast facilities, which are considered dwelling units. The overnight accommodations in a commercial lodging establishment are also considered short-term visitor accommodations; however, short-term visitor accommodations may also include other types of accommodations. (*See* definition of “short-term visitor accommodation.”)

33. Commercial Use:
The use of lands, buildings or structures the intent or result of which is the production of income from the buying or selling of goods and/or services. Commercial use does not include a home occupation or the rental of a dwelling unit on a single lot or forest management activities where such activities are otherwise exempt from review.

34. Commission:
The Maine Land Use Regulation Commission, and any successors thereto.

35. Community Living Facility:
A housing facility for eight or fewer persons with disabilities that is approved, authorized, or certified by the State. A community living facility may include a group home, foster home, or intermediate care facility. Disability has the same meaning as the term "handicap" in the Federal Fair Housing Act, 42 USC §3602 [30-A M.R.S.A. §4357-A]. Residents of a community living facility cannot be using or addicted to a "controlled substance" as defined in the Controlled Substances Act, 21 USC §802(6), or living in the facility as a result of a criminal offense.

35.A. Compact Residential Development:
A form of residential development composed of single-family dwelling units, two-family dwelling units, multi-family dwelling units and their accessory structures, or a combination thereof, that are placed in close proximity to each other and achieve a high degree of land use efficiency. No residential development shall be considered a "compact residential development" unless, at a minimum:

a. The development is organized so that a portion of every lot is contained within a circle whose diameter does not exceed 1,320 feet;
b. The development is separated from all other development, except from development located within 100 feet of the normal high water mark of a body of standing water 10 acres or greater in size, by a vegetative buffer that is at least 660 feet in width at its narrowest point, except that this vegetative buffer requirement shall not apply in those areas where the compact residential development is not visible from a public vantage point, and (ii) the vegetative buffer may be interrupted by a road or other pathway connecting the compact residential development to other development; and
c. The dwelling units in the development are either concentrated on commonly-owned land or on individually-owned lots that are at least 20,000 square feet and no greater than 30,000 square feet on average, and under no circumstance is any individually-owned lot for a single-family dwelling unit greater than 60,000 square feet.

36. Compatible Use:
A land use which is capable of existing in harmony with other uses or resources situation in its immediate vicinity because that use does not adversely affect such other uses or resources.

37. Compensation:
Replacement of a lost or degraded wetland function with a function of equal or greater value.

37.A. Concept Plan:
The Concept Plan for the Moosehead Lake Region, established pursuant to Zoning Petition ZP 707, as it may be amended from time to time pursuant to Section I.D.2. hereof, which consists of the following:

a. Section I: Concept Plan Description;
b. Section II: Addendum to the Commission's *Land Use Districts and Standards* (Chapter 10); and
c. Appendices A through V.

37.B. Concept Plan Area:
The area specifically described and identified in the Concept Plan for the Moosehead Lake Region and depicted on the Official Land Use Guidance Maps as being within the boundaries of the Resource Plan Protection (P-RP) Subdistrict established pursuant to Zoning Petition ZP 707. The Concept Plan area is also referred to as the "plan area."

37.C. Concept Plan Finalization Date:
The date upon which the deadline for all legally allowable appeals of the Commission's approval of Zoning Petition ZP 707 has passed or, if the approval of the Concept Plan is appealed, the date upon which the last of all such appeals are decided in final non-appealable decisions.

38. Creation:
An activity bringing a wetland into existence at a site where it did not formerly occur.

39. Critically Imperiled Natural Community (S1):
An assemblage of plants, animals and their common environment that is extremely rare in Maine or vulnerable to extirpation from the state due to some aspect of its biology. An example of an S1 community that occurs in freshwater wetlands is the Outwash Plain Pondshore community.

40. Cross-Sectional Area:
The cross-sectional area of a stream channel shall be determined by multiplying the stream channel width by the average stream channel depth. The stream channel width is the straight line distance from the normal high water mark of one side of the channel to such mark on the opposite side of the channel. The average stream channel depth shall be the average of the vertical distances from a straight line between the normal high water marks of the stream channel to the bottom of the channel.

41. Deer Wintering Areas:
Areas used by deer during winter for protection from deep snows, cold winds, and low temperatures.

42. 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.

42.A. Development Area:
Each and any of the ten areas (including the sub-areas, development zones, protection zones, and no disturbance areas located therein) described in Section I.E.1.b. and identified as a "development area" on the Concept Plan maps in Section I.H. of this Concept Plan.

43. Development Unit:
Intentionally deleted.

43.A. Development Zones:
Any or all of the following land use zones, which are identified on the maps contained in Section I.H and described in Section II, Sub-Chapter II of this Concept Plan: Commercial Industrial Development Zone (D-MH-CI), Primitive Resort Development Zone (D-MH-PR), Residential Development Zone (D-MH-RS1), Residential/Resort-Optional Development Zone (D-MH-RS2), and Resort Development Zone (D-MH-RT).

44. Direct Watershed:
That portion of the land area which drains surface water directly to a body of standing water without such water first passing through an upstream body of standing water.

45. Disturbed Area:
The area of a parcel that is stripped, graded, grubbed or otherwise results in soil exposure at any time during the site preparation for, or construction of, a project. "Disturbed area" does not include maintenance of an existing impervious area, but does include a new impervious area or expansion of an existing impervious area.

46. Docking Structure:
A structure placed in or near water primarily for the purpose of securing and/or loading or unloading boats and float planes, including but not limited to docks, wharfs, piers, and associated anchoring devices, but excluding boathouses and floatplane hangars.

47. Driveway:
A vehicular access-way, other than a land management road, less than 1000 feet in length serving two or fewer lots.

48. Dwelling Unit:
A structure or any part thereof that is intended for use or is used for human habitation, consisting of a room or group of rooms designed and equipped for use primarily as living quarters, including any minor home occupations, for one family. Accessory structures intended for human habitation that have plumbing are considered separate dwelling units. Dwelling units do not include buildings or parts of buildings used as a hotel, motel, commercial sporting camp or other similar buildings or parts of buildings used as a hotel, motel, commercial sporting camp or other similar facility which is rented or leased on a relatively short term basis; provided, however, the term shall include a tourist home that qualifies as a home occupation.

48.A. Effective Date:
The date upon which the Resource Plan Protection (P-RP) Subdistrict encompassing the Concept Plan Area becomes effective by virtue of the Commission's approval of Zoning Petition ZP 707, which is October 8, 2009.

49. Elevated Building:
A building, without a basement,
a. built, in the case of a building in FEMA zones A1-30, AE, or A, to have the top of the elevated floor, or in the case of a building in Zone VE, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, post, piers, or "stilts;" and
b. adequately anchored so as not to impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.

In the case of Zones A1-30, AE, or A, elevated building also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Section 10.25,T,2,l. In the case of Zone VE, elevated building also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of Section 10.25,T,2,p,(b),(iii).

50. Emergent Marsh Vegetation:
Plants that are erect, rooted and herbaceous; grow in saturated to permanently flooded areas; and do not tolerate prolonged inundation of the entire plant (e.g., cattails, burreed, tussock sedge, rice cut grass, phragmites, pickerel weed, arrowhead and bulrush).

50.A. Employee Housing:
A dwelling unit operated for the purpose of providing affordable, decent, safe and sanitary living accommodations for persons employed directly by a resort located in the Lily Bay, Big Moose Mountain or Moose Bay Development Areas. Employee housing shall be considered "affordable" if said living accommodations are within the financial means of employees at the lower wage and salary compensation levels. Employee housing is usually short-term or seasonal, but may be year-round for resorts that operate year-round, and may be occupied by the employee and his or her family and temporary guests. Employee housing may be located within a common area facility within the Development Area, or may be located on a separate lot owned, leased or rented by the resort providing the housing. If an employee of a resort resides on a lot or in a unit he or she owns, it shall not be considered "employee housing."

51. Enhancement:
An activity increasing the net value of a wetland.

52. Excursion Service:
A water-borne transport service established to ferry tourists and other persons non-resident to the place of destination. This term shall also include sight-seeing and other recreational cruises such as "whale-watchers" where there may be no specific point of destination.

53. Expansion of a Structure:
The increase in the floor area of a structure, including attached decks and porches, or the increase in the height of a structure.

53.A. Façade:
Any one side or multiple sides of a structure facing a public vantage point.

54. Family:
One or more persons occupying a premises as a single housekeeping unit.

55. FEMA:
Federal Emergency Management Agency.

56. Fishery Management Practice:
Activities engaged in for the exclusive purpose of management of freshwater and anadromous fish populations by manipulation of their environment for the benefit of one or more species. Such practices may include but not be limited to the construction of traps and weirs, barrier dams, stream improvement devices, fishways, and pond or stream reclamation, provided that any such activities are specifically controlled and designed for the purpose of managing such species and are conducted or authorized by appropriate state or federal fishery management agencies in compliance with the water quality standards contained in 38 M.R.S.A.§465.

57. Flood or Flooding:
a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
   (1) the overflow of inland or tidal waters.
   (2) the unusual and rapid accumulation or runoff of surface waters from any source.
b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Section 10.02,57,a,(1) of this definition.

58. Flood Elevation Study:
An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

59. Flood Hazard Boundary Map (FHBM):
An official map of a township, plantation or town, issued by the Federal Insurance Administrator, where the boundaries of the base flood have been designated.

60. Flood Insurance Rate Map (FIRM):
An official map of a township, plantation or town, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

61. Flood Insurance Study (FIS): See Flood Elevation Study.

62. Floodplain or Flood Prone Area:
Any land area susceptible to being inundated by water from any source (see Flood or Flooding).

63. Floodplain Wetland:
Wetlands that are inundated with flood water during a 100-year event based on site specific information including, but not limited to, flooding history, landform, and presence of hydric, alluvial soils, and that under normal circumstances support a prevalence of wetland vegetation typically adapted for life in saturated soils.

64. Floodproofing:
Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and contents.

65. Floodway: See Regulatory Floodway.

66. Floodway Encroachment Lines:
The lines marking the limits of floodways on federal, state, and local floodplain maps.

67. Floor Area:
The sum of the horizontal areas of the floor(s) of a structure, excluding basements, measured by their exterior dimensions. Floor area shall include, but not be limited to, all stories and lofts, decks, garages, porches and greenhouses.

68. 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.

69. Footprint:
The measure of the area in square feet within the exterior limits of the perimeter of a structure.

70. Forest:
A plant community predominantly of trees and other woody vegetation growing more or less closely together.

71. 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.

72. Forest Product:
Any raw material yielded by a forest.

73. Forested Wetland:
Freshwater wetlands dominated by woody vegetation that is 6 meters tall, or taller.

74. Freshwater Wetland:
Freshwater swamps, marshes, bogs and similar areas that are inundated or saturated by surface or groundwater at a frequency and for a duration sufficient to support, and which under normal circumstances do support, a prevalence of wetland vegetation typically adapted for life in saturated soils and not part of a great pond, coastal wetland, river, stream or brook.

75. Functionally Dependent Use:
For purposes of regulating development in flood prone areas, a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

76. Gatehouse: See Checkpoint Building.

77. Hand-Carry Launch:
A shoreland alteration, including, but not limited to, a landing area (that portion of the launch at or below the normal high water mark), a launch area (that portion of the launch immediately adjacent to and above the normal high water mark) any associated parking area, access pathway and/or road, and other similar related facilities to allow an item, including but not limited to a boat, personal watercraft, or dock float, to be moved by hand, to or from the surface of a water body. Unless otherwise specified by permit condition, boat trailers or dollies designed to be moved by hand may be used at such facilities provided no special site design is required to accommodate such devices.

78. Historic Structure:
Any structure that is:
a. listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
b. certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
c. individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
d. individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
   (1) by an approved state program as determined by the Secretary of the Interior, or
   (2) directly by the Secretary of the Interior in states without approved programs.

79. Home Adult Day Services Program:
A group program of care, therapeutic activities and supervision maintained or carried out on a regular basis by a person or persons in a private dwelling, for consideration, for at least two hours a day, for three to 12 adults 19 years of age or older, who are not related to, or under the guardianship of the provider.

80. Home Child Day Care Provider:
A person who receives consideration to provide child care in his or her residence on a regular basis, for three to 12 children under 13 years old, who are not related to, or under the guardianship of the provider

81. Home Occupation:
A business, profession, occupation, or trade undertaken for gain or profit which: a) is clearly incidental and secondary to the use of the dwelling unit; b) is wholly carried on within a dwelling unit or other structure accessory to a dwelling unit; c) is carried on by a resident of the dwelling unit; and d) utilizes no more than 50 percent of all floor area of the dwelling unit or of the total combined floor area of the dwelling unit and accessory structure(s) in which the occupation is carried out. The term is further defined as minor and major home occupation as follows:

Minor home occupation: A home occupation not noticeable from the exterior of a building, except as herein allowed, that utilizes no more than 50 percent of all floor area of all principal and accessory structures up to a limit of 1,000 square feet.

Major home occupation: A home occupation not noticeable from the exterior of a building, except as herein allowed, that utilizes no more than 50 percent of all floor area of all principal and accessory buildings up to a limit of 1,500 square feet.

81.A. Hospitality Amenity:
A commercial facility located in a D-MH-RT zone that provides on-site goods and/or services to meet the needs of visitors and homeowners, their families, and temporary guests, and that, while they may be patronized by others, are not of a type, scale or design intended to meet the needs primarily of the greater region. Such hospitality amenities include facilities offering food and beverages prepared on the premises (such as restaurants, bars, ice cream and coffee shops), retail stores that sell convenience goods (such as retail gasoline stations and general stores) and specialties (such as gifts), and personal services (such as beauty salons, laundromats, day spas, and day care centers), but exclude (1) recreational facilities, (2) commercial lodging establishments, and (3) shoreland alterations, each of which is separately defined.

82. Imperiled Natural Community (S2):
An assemblage of plants, animals and their common environment that is rare in Maine or vulnerable to further decline. Examples of S2 communities that occur in freshwater wetlands are Atlantic White Cedar Swamp, Alpine Bog-Meadow, Circumneutral Fen, Maritime Slope Bog, and Coastal Plain Pocket Swamp.

83. Impervious Area:
The area of a parcel that consists of buildings and associated constructed facilities or areas that will be covered with a low-permeability material, such as asphalt or concrete, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common impervious areas include, but are not limited to, rooftops, walkways, decks, porches, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. A natural or man-made water body is not considered an impervious area.

84. 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.

85. 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. For purposes of this Concept Plan, “P-RP Subdistrict” refers to the Resource Plan Protection (P-RP) Subdistrict adopted by the Commission pursuant to Zoning Petition ZP 707.

85.A. Land Use Zone:

The area located within the boundaries of air, land or water delineated vertically or horizontally by the Commission pursuant to Zoning Petition ZP 707 to provide for distinct categories of uses or resources within the Concept Plan area. For purposes of this Concept Plan, the following land use zones, identified on the maps contained in Section I.H and described in Section II, Sub-Chapter II of this Concept Plan, shall apply for the term of this Concept Plan: Commercial Industrial Development Zone (D-MH-CI), Primitive Resort Development Zone (D-MH-PR), Residential Development Zone (D-MH-RS1), Residential/Resort-Optional Development Zone (D-MH-RS2), Resort Development Zone (D-MH-RT), General Management Zone (M-MH-GN), and Protection Zones.

86. Lean-To:

A three-sided, roofed structure used for transient occupancy and commonly constructed for campsites.

87. 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.

88. 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.

89. 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.

90. Level A Road Projects:

Reconstruction within existing rights-of-way of public or private roads other than land management roads, and of railroads, excepting bridge replacements. Examples of such activities include, without limitation, culvert replacements, resurfacing, ditching, and bridge repair. When there is no existing layout of right-of-way, the right-of-way should be assumed to extend 33 feet on either side of the existing centerline.

91. Level B Road Projects:

Minor relocations, and reconstructions, involving limited work outside of the existing right-ofway of public roads or private roads other than land management roads and of railroads; bridge reconstruction and minor relocations whether within or outside of existing right-of-way of such roads; "Minor relocations" as used herein may not exceed 300 feet in horizontal displacement of centerline. "Reconstruction" as used herein may involve widening of existing rights-of-way not to exceed 50 feet on either side.

92. Level C Road Projects:
Construction of new roads, and relocations or reconstruction of existing roads, other than that involved in level A or level B road projects; such roads shall include both public and private roadways excluding land management roads.

93. Locally Established Datum:
For purposes of regulating development in flood prone areas, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD) or any other established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.

94. Lot Coverage:
The total footprint area of all structures, which includes, but is not limited to, buildings, parking lots, and driveways.

95. Lowest Floor:
The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Section 10.25,T,2,I.

95.A. LURC Amendable Provisions:
Either a provision of the Commission's *Land Use Districts and Standards* (Chapter 10) in existence as of the effective date of this Concept Plan that has not been replaced by the provisions contained in Section II, "Addendum to the Commission's *Land Use Districts and Standards* (Chapter 10)" of this Concept Plan, or a new or amended provision to the Commission's *Land Use Districts and Standards* enacted subsequent to the effective date that the Commission determines is not inconsistent with the provisions contained in Section II.

96. Maintenance:
Activities required to assure continuation of a wetland or the accomplishment of project goals after a restoration or creation project has been technically completed, including, but not limited to, water level manipulations and control of non-native plant species.

97. Major Flowing Water:
A flowing water downstream from the point where such water drains 50 square miles or more.

98. Management Class 1 Lake:
Lake, also referred to as a "Least Accessible, Undeveloped, High Value Lake", which meets the following criteria:

a. Relatively undeveloped: As of November 17, 1988, having less than one development unit per shore mile within 250 feet of the normal high water mark, taken as an average over the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.
b. Relatively inaccessible: As of November 17, 1988, having no road passable during summer months with a two-wheel drive vehicle within 1/4 mile of the normal high water mark of the lake.
c. High resource value(s): Found to have one or more outstanding resource values according to the Commission's Wildlands Lake Assessment as shown in Appendix C of these regulations.

Such lakes are designated as MC1 on the Commission's Land Use Guidance Maps. All lakes included in the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

99. Management Class 2 Lake:

Lake, also referred to as an "Accessible, Undeveloped, High Value Lake", which meets the following criteria:

a. Relatively Undeveloped: As of November 17, 1988, having less than one development unit per shore mile within 250 feet of the normal high water mark, taken as an average over the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.
b. Relatively Accessible: As of November 17, 1988, having a road passable during the summer months with a 2-wheel drive motor vehicle within 1/4 mile of the normal high water mark of the lake.
c. High Resource Value: Having at least two of the following outstanding resource values according to the Commission's Wildlands Lake Assessment:
   (1) An outstanding rating for fisheries
   (2) An outstanding rating for scenic value
   (3) An outstanding rating for shore character
   (4) An outstanding rating for wildlife when the rating was due to exceptional concentration and/or diversity of wildlife species.

Such lakes are designated as MC2 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

100. Management Class 3 Lake:

Lake, also referred to as "Potentially Suitable for Development" which through a consideration of existing water quality, potential water quality impacts, location, access, conflicting uses, available shoreline, water level fluctuation, regional considerations, and special planning needs is found by the Commission to be a potentially suitable location for shoreland development. Such lakes are more specifically defined in the Commission's Comprehensive Land Use Plan.

Such lakes are designated as MC3 on the Commission's Land Use Guidance Maps encompassing such lakes. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

101. Management Class 4 Lake:

Lake, also referred to as a "High Value, Developed Lake", which meets the following criteria:

a. Two or more "outstanding" resource values as identified in the Maine Wildlands Lake Assessment;
b. Relatively accessible: As of November 17, 1988, accessible to within 1/4 mile of the normal high water mark of the lake by 2-wheel drive motor vehicle during summer months;
c. Relatively developed: As of November 17, 1988, having an average of more than one development unit per mile of shore within 250 feet of the normal high water mark of the lake. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map; and
d. Not meeting the criteria for Management Class 3 Lakes.

Such lakes are designated as MC4 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

102. Management Class 5 Lake:

Lake, also referred to as a "Heavily Developed Lake", which meets the following criteria:

a. As of November 17, 1988, having more than one development unit per 10 acres of lake surface area; or
b. As of November 17, 1988, having more than one development unit per 400 feet of shore frontage, taken as an average around the entire lake shore. The shoreline is measured by following the shoreline of the lake, including all the shoreline irregularities, on the Commission's Land Use Guidance Map.

Such lakes are designated as MC5 on the Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

103. Management Class 6 Lake:

Lake, also referred to as a "Remote Pond", which meets the following criteria:

a. Having no existing road access by two-wheel drive motor vehicles during summer months within 1/2 mile of the normal high water mark of the water body;
b. Having existing buildings within 1/2 mile of the normal high water mark of the water body limited to no more than one non-commercial remote camp and its accessory structures; and
c. Supporting cold water game fisheries.

Such lakes are designated as MC6 on the Commission's Land Use Guidance Maps. All lakes included within the Wildlands Lake Assessment are listed in Appendix C to these regulations with their Management Class noted.

104. Management Class 7 Lake:

All lakes which are not otherwise classified in one of the other six lake Management Classes.

105. Manufactured Home:

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For purposes of regulating development in flood prone areas, the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 90 consecutive days.

106. Manufactured Home Park or Subdivision:

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

107. Mean High Water Level:

The shoreline of tidal waters; the average high tide level for the previous 19 years.

108. Mean Lower Low Water Level:

By a 1980 international convention, a standard for all nautical charts, as providing the lowest low water levels likely to be encountered in navigation.

109. Mean Sea Level:

For purposes of regulating development in flood prone areas, the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

110. Metallic Mineral Mining Activity:
"Metallic mineral mining activity" means any activity or process that is for the purpose of extraction or removal of metallic minerals, and includes processes used in the separation or extraction of metallic minerals from other material including, but not limited to: crushing, grinding, beneficiation by concentration (gravity, flotation, amalgamation, electrostatic, or magnetic); cyanidation; leaching; crystallization; or precipitation; mine waste handling and disposal; and processes substantially equivalent, necessary, or incidental to any of the foregoing. Metallic mineral mining or metallic mineral mining activity does not include Level A, B or C exploration activities, or thermal or electric smelting.

111. Mineral Deposit:
Any deposit of peat, sand, gravel, rock, topsoil, limestone, slate, granite, coal, gems, metallic or non- metallic ores or other minerals.

112. Mineral Extraction:
Any extraction of a mineral deposit, other than peat extraction, metallic mineral mining activities or Level A, B, or C, exploration activities.

113. 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.

114. Mineral Processing Equipment:
Equipment used to process minerals following extraction including, but not limited to, rock crushers and batch plants. The term does not include equipment used to remove, sort or transport minerals, such as front end loaders, screens or trucks.

115. Mineral Soil:
Soil material in which inorganic (mineral) constituents predominate.

116. Minor Flowing Water:
A flowing water upstream from the point where such water drains less than 50 square miles.

117. Mitigation:
Actions taken to off-set potential adverse environmental impact. Such actions include the following:
a. Avoiding an impact altogether by not taking a certain action or parts of an action;
b. Minimizing an impact by limiting the magnitude or duration of an activity, or by controlling the timing of an activity;
c. Rectifying an impact by repairing, rehabilitating, or restoring the affected environment;
d. Reducing or eliminating an impact over time through preservation and maintenance operations during the life of the project; and
e. Compensating for an impact by replacing affected resources or environments.

118. Mitigation Banking:
Wetland restoration, enhancement, preservation or creation for the purpose of providing compensation credits in advance of future authorized impacts to similar resources.

119. Mooring:
A structure for securing a vessel or aircraft that consists of a line and buoy that is fixed to the bottom of a water body, or attached to a weight that rests on the bottom of a water body.

120. Motorized Recreational Gold Prospecting:
Operation of small-scale, motorized equipment for the removal, separation, refinement, and redeposition of sediments and other substrates occurring below the normal high water mark of a stream, for the noncommercial, recreational discovery and collecting of gold specimens. This includes, but is not limited to, the operation of a motorized suction dredge, sluice, pump, rocker box, or winch, individually or together.

121. Multi-Family Dwelling:
A building containing three or more dwelling units.

122. National Geodetic Vertical Datum (NGVD):
The national vertical datum, whose standard was established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD was based upon mean sea level in 1929 and also has been called “1929 Mean Sea Level (MSL)”.

122.A. Nature-based:
Compatible with the existing natural (land and water, including plant and wildlife), cultural and historical resources located both within the development area in which development is proposed and the surrounding, largely undeveloped areas.

122.B. Nature-based Resort Development:
A carefully planned, large-scale resort in which the structures and facilities constructed and the uses occurring are compatible with the existing natural (land and water, including plant and wildlife), cultural and historical resources located within the development area in which development is proposed and the surrounding largely undeveloped areas.

123. Nonconforming Lot:
A preexisting lot which, upon the effective date of adoption or amendment of these rules, does not meet the area, frontage or other dimensional requirements for a legally existing or proposed use.

124. Nonconforming Structure:
"A structure, lawfully existing at the time of adoption of district regulations or subsequent amendment made thereto, that does not conform to the district regulations." 12 M.R.S.A. §682
More specifically, a nonconforming structure is legally existing, but does not meet one of the following dimensional requirements: setback, lot coverage, or height requirements.

125. Nonconforming Use:
"A use of air, land, water or natural resources or a parcel of land, lawfully existing at the time of adoption of district regulations or subsequent amendments made thereto, that does not conform to the district regulations." 12 M.R.S.A. §682. More specifically, a nonconforming use is a legally existing use of buildings, structures, premises, lands, or parts thereof which would not be allowed to be established under current regulations in the subdistrict in which it is situated.

126. Non-Tidal Waters:
All waters or portions thereof, which do not ebb and flow as the result of tidal action.

127. Normal High Water Mark of Non-Tidal Waters:
That line on the shores and banks of non-tidal waters which is discernible because of the different character of the soil or the vegetation due to the influence of surface water. Relative to vegetation, it is that line where the vegetation changes from predominantly aquatic to predominantly terrestrial (aquatic vegetation includes but is not limited to the following plants and plant groups - water lily, pond lily, pickerel-weed, cat tail, wild rice, sedges, rushes, marsh grasses; and terrestrial vegetation includes but is not limited to the following plants and plant groups – upland grasses, aster, lady slipper, wintergreen, partridge berry, sasparilla, pines, cedars, oaks, ashes, alders, elms, spruces, birches, beeches, larches, and maples). In places where the shore or bank is of such character that the normal high water mark cannot be easily determined (as in the case of rock slides, ledges, rapidly eroding or slumping banks) the normal high water mark shall be estimated from places where it can be determined by the above method.

128. Normal High Water Mark of Tidal Waters:
That line on the shore of tidal waters reached by the shoreward limit of the rise of the medium tides between the spring and the neap, commonly referred to as the mean high water level. This line may be identified where appropriate by discerning the debris line left by tidal action.

129. Normal Maintenance and Repair:
Unless otherwise provided, work necessary to maintain an improvement, structure, or docking structure in its original or previously improved state or condition, as long as there is no expansion of a nonconforming structure and less than 50 percent of a structure is replaced. This includes general upkeep, such as painting, fixing portions of the structure that are in disrepair, or the replacement of sill logs, roofing materials, siding, or windows. In-kind and in-place replacement of decking or exterior stairs is considered to be normal maintenance and repair. Normal maintenance and repair shall not include reconstruction, or change in design, change in structure, change in use, change in location, or a change in size or capacity. Activities involving a permanent docking structure constitute normal maintenance and repair only when less than 50 percent of those portions of the permanent docking structure that are above the level of the water during normal high water are maintained or repaired.

130. 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.

131. Open Space:
Any parcel or area of land essentially unimproved and set aside, dedicated, designated, or reserved for the public use, for the common use of owners and occupants of land adjoining or neighboring such open space, or for purposes intended to preserve important natural features of the site.

132. 100-year Flood: See Base Flood

133. Parking Area:
A place, whether or not paved, designed primarily for parking motor vehicles. “Parking area includes parking lots, parking spaces, parking lanes, and circulation aisles and corridors.

134. Peatland:
Freshwater wetlands, typically called bogs or fens, consisting of organic soils at least 16" deep, predominantly vegetated by ericaceous shrubs(heath family), sedges, and sphagnum moss and usually having a saturated water regime.

135. Permanent Docking Structure:
A structure in place for longer than seven months in any calendar year or which is so large or otherwise designed as to make it impracticable to be removed on an annual basis without alteration of the shoreline.

136. Permanent Foundation:
A supporting substructure that either extends below the frost line or is designed to permanently withstand freeze-thaw conditions. Permanent foundations include full foundations, basements, slabs and frost walls. For the purposes of this definition "sono tubes" or posts installed with augers are not considered permanent foundations.

137. Person:
"An individual, firm, association, organization, partnership, trust, company, corporation, state agency or other legal entity." 12 M.R.S.A. §682.

138. Personal Watercraft:
"Any motorized watercraft that is 14 feet or less in hull length as manufactured, has as its primary source of propulsion an inboard motor powering a jet pump and is capable of carrying one or more persons in a sitting, standing or kneeling position. 'Personal watercraft' includes, but is not limited to, a jet ski, wet bike, surf jet and miniature speedboat. 'Personal watercraft' also includes motorized watercraft whose operation is controlled by a water skier." 12 M.R.S.A. §13001, sub- §23.

139. Pesticide:
A chemical agent or substance employed to kill or suppress pests (such as insects, weeds, fungi, rodents, nematodes or other organisms) or intended for use as a plant regulator, defoliant or desiccant.

140. Piped Water:
Water supplied to a building by means other than hand pump or hand carry.

141. Portable Mineral Processing Equipment:
Mineral processing equipment that is not fixed to a location on the ground but rather is designed to be readily moved from one mineral extraction operation to another.

142. Practicable:
Available and feasible considering cost, existing technology and logistics based on the overall purpose of the project.

143. Preservation:
The maintenance of a wetland area or associated upland areas that contribute to the wetland's functions so that it remains in a natural or undeveloped condition. Preservation measures include, but are not limited to, conservation easements.

143.A. Preview Clearing:
Vegetation clearing activities undertaken prior to the construction of structures or facilities, including for the purpose of previewing representative views from subdivision lots or other development sites.

144. 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.

145. Primitive Septic System:
A septic system that uses an alternative toilet, such as a pit privy, compost, chemical, recirculating, incinerating, and vacuum types and a minimal disposal field designed to treat gray waste water that originates from a non-pressurized water supply.

146. Principal Building:
A building which provides shelter for the primary use of a parcel. On a single parcel, all buildings related to forest or agricultural management activities, including dwellings of the owner or lessee and employees, are considered one principal building.

147. Principal Use:
A use other than one which is wholly incidental or accessory to another use on the same premises.

148. Private Trailered Ramp, Hand-Carry Launch, or Dock:
A trailered ramp, hand-carry launch, or dock that is privately owned and operated, and not open to all members of the public.

149. Projecting Sign:
A sign which is attached to a wall of a building and extends more than 15 inches from any part of the wall.

150. Property Line:
Any boundary between parcels of land owned or leased by different persons or groups of persons.

150.A. Public and Institutional Facilities and Uses:
Facilities and associated structures that serve public, governmental and/or non-profit uses, including: places of worship and other religious institutions, public, private and parochial day schools; non-profit children's day care or adult day service facilities; fire stations and other public safety buildings; public works facilities; solid waste transfer or recycling stations; sand and salt storage and other like facilities; libraries; post offices; and community centers.

151. Public Road or Roadway:
Any roadway which is owned, leased, or otherwise operated by a governmental body or public entity.

152. Public Trailered Ramp, Hand-Carry Launch, or Dock:
A trailered ramp, hand-carry launch, or dock, including associated facilities, that is owned, leased, or operated by a public entity and made available with or without a fee. Such entities include owners of federally licensed hydropower projects within the resource affected by the hydropower project for use by all members of the public.

152.A. Public Vantage Point:

Any point on the following features:

a. Bodies of standing water 10 acres or greater;
b. Flowing waters draining 50 square miles or more;
c. Public roadways;
d. Recreational facilities (including those that alter a shoreland) and trails that as of the Concept Plan effective date are located on (i) lands owned by the public, (ii) lands containing a conservation easement held by the State of Maine, and (iii) conservation lands established pursuant to licenses issued by the Federal Energy Regulatory Commission ("FERC"), all as identified on the map attached as Appendix U to this Concept Plan; and
e. Public vantage points that are located on the lands encumbered by the Moosehead Region Conservation Easement, attached as Appendix C to this Concept Plan, from which scenic resources of high public value are observed, as such public vantage points are identified in the Baseline Documentation Report compiled pursuant to Section 5 of the Moosehead Region Conservation Easement.

153. Reclamation:

The rehabilitation of the area of land affected by mineral extraction, including but not limited to, the stabilization of slopes and the creation of safety benches, the planting of vegetation including grasses, crops, shrubs, and/or trees, and the enhancement of wildlife and aquatic habitat and aquatic resources.

154. Reconstruction:

Unless otherwise provided, the addition of a permanent foundation or the rebuilding of a structure after more than 50 percent by area of its structural components, including walls, roof, or foundation, has been destroyed, damaged, demolished or removed. Leaving one or two walls or the floor of a structure in place, while rebuilding the remaining structure, is considered reconstruction, not normal maintenance and repair or renovation.

154.A. Recreational Facilities:

Facilities and associated structures and the outdoor recreational, indoor recreational and/or learning-focused uses they accommodate, including but not limited to: parks, playgrounds, picnic areas, nature observation platforms and other facilities for studying or enjoying nature, campsites, campgrounds, cross-country ski and snowshoeing facilities, alpine ski facilities, ice skating rinks, target shooting facilities, athletic courts, golf courses, swimming pools, hot tubs, equestrian facilities, performing arts facilities, learning centers, and clubhouses or other gathering places for recreational or social functions; but excluding: trails, commercial lodging establishments, facilities commonly associated with amusement parks and rides, casinos and sports arenas; and recreational facilities that alter a shoreland (which are separately included within the definition of shoreland alterations).

155. Recreational Vehicle:

For purposes of regulating development in flood prone areas, a vehicle which is:

a. built on a single chassis;
b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
c. designed to be self-propelled or permanently towable by a motor vehicle; and
d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

156. Regulatory Floodway:
The channel of a river or other flowing water and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. When not designated on the township's, plantation's, or town's Flood Insurance Rate Map, Flood Boundary and Floodway Map, or Flood Hazard Boundary Map, it is considered to be the channel of a river or other flowing water and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

157. Remote Camp:
A dwelling unit consisting of not more than 750 square feet of gross floor area, that is not served by any public utilities, except radio communications, mobile phone services or other similar non-land line based forms of communications.

158. Remote Campsites:
Campsites which are not part of commercial campgrounds and which are characterized by their remoteness, limited scale, dispersed nature, and limited usage. More specifically, remote campsites include sites which:
a. are designed to be accessible and generally are only accessible by water or on foot;
b. are comprised of not more than four individual camping areas designed for separate camping parties, and are designed for a total of not more than 12 overnight campers;
c. have permanent structures limited to privies, fireplaces or fire rings, picnic tables, and picnic table shelters consisting of a roof without walls; and
d. require no other construction or grading and only minimal clearing of trees.

159. Remote Rental Cabin:
A building used only as a transient lodging facility in support of primitive recreation or motorized recreational uses. A remote rental cabin cannot: (1) be larger than 750 square feet in gross floor area; (2) be served by any public utilities providing electricity, water, sewer, or telephone services, except radio communications, mobile phone services or other similar non-land line based forms of communications; (3) have pressurized water; (4) have a permanent foundation, and (5) be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

160. Renovation:
Restoring or remodeling a structure. Renovation includes interior modifications, and the installation of new windows, floors, heating systems, or other features, as long as there is no expansion of a nonconforming structure and less than 50 percent of the building's structural components are replaced. The introduction of plumbing to a structure may constitute a change in use that requires a permit.

161. Residential:
Pertaining to a dwelling unit.

162. Residential Directional Sign:
An off-premise sign erected and maintained by an individual or family to indicate the location of his or its residence.

162.A. Residential-Scale Commercial Facilities and Uses:

Businesses that are (a) compatible – in terms of type and scale -- with residential uses and sell everyday goods and services primarily to residents or visitors of the immediate area, or (b) small-scale businesses typical of a home occupation but wishing a free-standing location. Residential-scale commercial facilities and uses include, but are not limited to: Commercial recreational facilities; retail stores that sell convenience goods and services (such as a general store, gasoline sales and related services, beauty salon, day spa, or laundromat); business space for artisans, tradespeople or professional occupations; coffee shops or restaurants; and outdoor recreational support service businesses (such as a canoe and kayak rental office or the office of a guide service).

163. Residual:

"Residual means solid wastes generated from municipal, commercial or industrial facilities that may be suitable for agronomic utilization. These materials may include: food, fiber, vegetable and fish processing wastes; dredge materials; sludges; dewatered septage; and ash from wood or sludge fired boilers." DEP Rules, Chapter 400, §1.

163.A. Resort Core:

A functionally and/or spatially connected mix of development that must include hospitality amenities, recreational facilities, and short-term visitor accommodations.

164. Restoration:

An activity returning a wetland from a disturbed or altered condition with lesser acreage or fewer functions to a previous condition with greater acreage or function.

165. Roadway:

A public or private road including any land management road.

166. Roof Sign:

A sign which is attached flat to, painted on, or pinned away from the roof of a building.

167. Septage:

Septage means waste, refuse, effluent, sludge, and any other materials from septic tanks, cesspools, or any other similar facilities." 38 M.R.S.A. §1303-C(27) "Septage is defined as a mixture of liquids and solids derived from residential sanitary wastewater, and includes sanitary wastewater from tanks connected to commercial and institutional establishments which have inputs similar to residential wastewater. Septage also includes wastes derived from portable toilets." DEP Rules, Chapter 420, §1

168. 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.

169. Setback:
The minimum horizontal distance from the lot line, shoreline, upland edge of a wetland, or road to the nearest part of the structure or other regulated area such as a driveway or parking area.

170. Shoreland Alteration:
Any land use activity, which alters the shoreland area, either at, adjacent to or below the normal high water mark, of any surface water body, including but not limited to:

a. dredging or removing materials from below the normal high water;
b. construction or repairing any permanent structure below the normal high water mark.

For purposes of this subsection, permanent structure shall mean any structure, including but not limited to, causeways, wharfs, piers, docks, concrete or similar slabs, bridges, hand-carry launches, trailered ramps, water-access ways, piles, marinas, retaining walls, riprap, buried or submarine utility cables and lines, permanent docking structures, mooring structures, and water lines. A structure which is not fixed in or over the water or below the normal high water mark for more than 7 months in a calendar year shall not be a permanent structure;

c. depositing any dredged spoil or fill below the high water mark; and
d. depositing dredged spoil or fill, or bulldozing, scraping or grading, on land adjacent to a water body in such a manner that the material or soil may fall or be washed into the water body, except that filling and grading or water crossings which do not require a permit as specified in Section 10.27, or other provisions of these rules shall not constitute shoreland alteration.

Activities which cause additional intrusion of an existing structure into or over the water body, are also considered shoreland alterations.

171. Shoreline:
The mean high water level of tidal water, or the normal high water mark of a body of standing water, flowing water, or stream channel.

171.A. Short-term Visitor Accommodation:
Either (a) an overnight accommodation unit (such as a room, suite or housekeeping cabin) in a commercial lodging establishment, or (b) a dwelling unit that is in a rental pool at least six months a year and is part of a central management and reservation system. *See* Section II, Sub-Chapter IV, 10.28 for related rules on the counting of such units.

172. Sign:
Any structure, display, logo, device or representation which is designed or used to advertise or call attention to any thing, person, business, activity, or place and is visible from any roadway or other right-of-way. It does not include the flag, pennant, or insignia of any nation, state or town. Visible shall mean capable of being seen without visual aid by a person of normal visual acuity. The size of a ground, roof, or projecting sign shall be the area of the smallest square, rectangle, triangle, circle, or combination thereof, which encompasses the facing of a sign, including copy, insignia, background and borders; the structural supports of a sign are to be excluded in determining the sign area; where a supporting structure bears more than one sign, all such signs on the structure shall be considered as one sign, and so measured; only one face of a double-faced sign is included as the area of such sign. The area of a wall or window sign shall be the area of a regular geometric form enclosing a single display surface or display device containing elements organized, related, and composed to form a unit; where matter is displayed in a random manner without organized relationship of elements, or where there is reasonable doubt about the relationship of elements, each element shall be considered to be a single sign.

173. Significant Wildlife Habitat:
The following areas to the extent that they have been identified by the Department of Inland Fisheries and Wildlife: habitat, as determined by the Department of Inland Fisheries and Wildlife, for species appearing on the official state or federal lists of endangered or threatened animal species; deer wintering areas and travel corridors as determined by the Department of Inland Fisheries and Wildlife; high and moderate value water fowl and wading bird habitats, including nesting and feeding areas as determined by the Department of Inland Fisheries and Wildlife; critical spawning and nursery areas for Atlantic sea run salmon as determined by the Atlantic Sea Run Salmon Commission; shorebird nesting, feeding and staging areas and seabird nesting islands as determined by the Department of Inland Fisheries and Wildlife; and significant vernal pools as defined and identified in specific locations by the Department of Inland Fisheries and Wildlife.

173.A. Silhouetted Perimeter:
The line created by the outermost boundary line of a structure, as seen from a stationary point, that would remain if all of the area within the outline were uniformly filled in with a solid color.

174. Sludge:
"Sludge means non-hazardous solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant, or wet process air pollution control facility or any other such waste having similar characteristics and effect. The term does not include industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended." DEP Rules, Chapter 400, §1

175. Soil Survey:
An inventory of soil resources that is based on a systematic field examination, description and classification of soils in an area. Using the results of the field investigation, a soil map and a written report are prepared which describe and classify the soil resources and interpret the soil suitability for various uses based upon soil limitations.

176. Spaghetti-lot:
"A parcel of land with a lot depth to shore-frontage ratio greater than 5 to 1. Shore frontage means land abutting a river, stream, brook, coastal wetland, or great pond as these features are defined in 38 M.R.S.A. §480-B." 12 M.R.S.A. §682(13)

177. Special Flood Hazard Area: See Area of Special Flood Hazard.

178. Sporting camp: See Commercial Sporting Camp.

179. 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.

180. Structure:
"[A]nything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on or in the ground, including, but not limited to, buildings, mobile homes, retaining walls, billboards, signs, piers and floats." 12 M.R.S.A§682. For purposes of regulating development in flood prone areas, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

181. Structure Height:
The vertical distance between the original grade at the downhill side of the structure and the highest point of the structure.

182. Subdivision:

For purposes of this Concept Plan, Plum Creek proposes to accept, and the Commission agrees to impose, limitations on the subdivision of land within the Concept Plan Area beyond those set forth in 12 M.R.S.A. §682(2-A) and §682-B. Specifically, Plum Creek proposes and the Commission hereby accepts that for the term of this Concept Plan, except as provided in Section II, Sub-Chapter III, 10.25,Q,1 of this Concept Plan, "subdivision" means a division of an existing parcel of land into 2 or more parcels or lots, whether this division is accomplished by platting of the land for immediate or future sale, by sale of land or by leasing; "subdivision" also means the division, placement or construction of a structure or structures on any tract or parcel of land resulting in 1 or more dwelling units.

Level 1 subdivision: Any subdivision within the Concept Plan Area is a Level 1 subdivision.

183. Subsurface Waste Water Disposal System:

"Subsurface waste water disposal system means:

a. Any system for the disposal of waste or waste water on or beneath the surface of the earth including, but not limited to:
   (1) Septic tanks;
   (2) Drainage fields;
   (3) Grandfathered cesspools;
   (4) Holding tanks; or
   (5) Any other fixture, mechanism or apparatus used for these purposes; but
b. Does not include:
   (1) Any discharge system licensed under Title 38, §414;
   (2) Any surface waste water disposal system; or
   (3) Any municipal or quasi-municipal sewer or waste water treatment system." 30-A M.R.S.A. §4201(5).

184. Subsurface Waste Water Disposal Rules:

The Maine Subsurface Waste Water Disposal Rules, 144A CMR 241, administered by the Department of Human Services.

185. Temporary Docking Structure:

Docking structures that are in place for less than seven months during any calendar year upon or over flowed or submerged lands, and are of such a size or design that they can be removed on an annual basis without requiring alteration of the shoreline.

186. Tidal Waters:

All waters or portions thereof which customarily ebb and flow as the result of tidal action.

187. 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.

188. Traffic Control Sign or Device:

A route marker, guide sign, warning sign, sign directing traffic to or from a bridge, ferry or airport, or sign regulating traffic, which is not used for commercial or advertising purposes.

189. 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.

190. Trailered Ramp:
A shoreland alteration, including, but not limited to, an associated parking area, access road, and other similar related facilities to allow a trailer to be backed below the normal high water level of a water body in order to load or unload an item, including but not limited to a boat, personal watercraft, float plane, or dock float.

191. Transient Occupancy:
"Occupancy that does not exceed 90 consecutive days" 12 M.R.S.A. §682(18). For the purposes of the application of the Commission's rules regarding campsites, the Commission considers occupancy to mean the length of time the tent, trailer, camper, recreational vehicle, or similar device used for camping is located on the site.

192. Unorganized and Deorganized Areas:
"Unorganized and deorganized areas includes all unorganized and deorganized townships, plantations that have not received commission approval under section 685-A, subsection 4 to implement their own land use controls, municipalities that have organized since 1971 but have not received commission approval under section 685-A, subsection 4 to implement their own land use controls and all other areas of the State that are not part of an organized municipality except Indian reservations." 12 M.R.S.A. §682.

193. Utility Facilities:
Structures normally associated with public utilities, including without limitation: radar, radio, television, or other communication facilities; electric power transmission or distribution lines, towers and related equipment; telephone cables or lines, poles and related equipment; municipal sewage lines; gas, oil, water, slurry or other similar pipe lines or above ground storage tanks.

193.A. Visually Indistinct:
As viewed from public vantage points, the façades, silhouetted perimeters and cleared openings associated with any structure (or group of structures), facility or use are hard to detect and unlikely to be noticed by the causal observer.

193.b. Visually Subordinate:
As viewed from public vantage points, the façades, silhouetted perimeters and cleared openings associated with any structure (or group of structures), facility or use are discernible but blend with their surroundings, such that they are neither visually dominant in relation to their surroundings nor significant points of visual interest to the casual observer.

194. Wall Sign:
A sign which is attached flat to, painted on or pinned away from the wall of a building and does not project more than 15 inches from such wall.

195. Water Bar:
An obstruction placed across a roadway which effectively diverts surface water from and off the road.

196. Water-Access Ways:
A structure consisting of a pair of parallel rails, tracks, or beams extending from above the normal high water mark to below the normal high water mark of a water body, and designed as the conveying surface from which an item, including but not limited to a boat, personal watercraft, float plane, or dock float, with or without a support cradle, is launched into or removed from the water body.

197. 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.

198. Water-Dependent Uses:
Those uses that require for their primary purpose, location on submerged lands or that require direct access to, or location in, coastal waters and which cannot be located away from these waters. These uses include commercial and recreational fishing and boating facilities, finfish and shellfish processing, fish storage and retail and wholesale marketing facilities, waterfront dock and port facilities, boat building facilities, navigation aides, basins and channels, uses dependent upon water-borne transportation that cannot reasonably be located or operated at an inland site and uses which primarily provide general public access to marine or tidal waters.

199. Water Impoundment:
Any water body created, or elevation of which is raised, by man through the construction of a dam.

200. Wetland Functions:
The roles wetlands serve which are of value to society or the environment including, but not limited to, flood water storage, flood water conveyance, ground water recharge and discharge, erosion control, wave attenuation, water quality protection, scenic and aesthetic use, food chain support, fisheries, wetland plant habitat, aquatic habitat and wildlife habitat.

201. Wetland Value:
The importance of a wetland with respect to the individual or collective functions it provides.

202. Wildlife:
All vertebrate species, except fish.

203. Wildlife Management District (WMD):
A geographic area identified by the Maine Department of Inland Fisheries and Wildlife to facilitate the management of wildlife. For purposes of these regulations, the boundaries of Wildlife Management Districts are as shown in Figure 10.23,D-1 and the area of a Wildlife Management District is based on land and water acreage within LURC jurisdiction.

204. Wildlife Management Practices:
Activities engaged in for the exclusive purpose of management of wildlife populations by manipulation of their environment for the benefit of one or more species. Such practices may include, but not be limited to, harvesting or removal of vegetation, controlled burning, planting, controlled hunting and trapping, relocation of wildlife, predator and disease control, and installation of artificial nesting sites, provided that such activities are specifically controlled and designed for the purpose of managing such species. This term does not include impounding water.

205. Winter Haul Road:

A route or travel way that is utilized for forest management activities conducted exclusively during frozen ground conditions. Winter haul roads must have the following characteristics:

a. they are constructed with no significant soil disturbance;
b. they do not make use of fill or surfacing material; and
c. they are substantially revegetated by the end of the following growing season and are maintained in a vegetated condition.

206. Zones A, AE, A1-30, VE:

The areas identified by FEMA as areas of special flood hazard on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

Sub-Chapter II
LAND USE ZONES

10.21,A Commercial Industrial Development Zone (D-MH-CI)

1. Purpose

The purpose of the D-MH-CI zone is to allow for commercial, industrial and other development that is not compatible with residential uses. Designation of commercial, industrial and other similar areas of intensive development as D-MH-CI zones will ensure that other land values and community standards are not adversely affected, and will provide for the location and continued functioning of important commercial and industrial facilities.

2. Description

The D-MH-CI zone is delineated on the maps contained in Section I.H. of this Concept Plan.

No additional areas within the Concept Plan area shall be designated as D-MH-CI zones, or added to or removed from the D-MH-CI zone identified herein, except for the purpose of establishing more accurate zone boundaries for the D-MH-CI zone identified herein. The landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, updated spatial data of any proposed boundary modifications, and documentation that the total acreage of land within the zone will not materially change. Commission acceptance of any such minor boundary modifications shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

3. Land Uses

The following uses shall be allowed within the D-MH-CI zones:

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within D-MH-CI zones:

(1) Those uses listed as "Uses Allowed Without a Permit" within the Commercial Industrial Development (D-CI) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-MH-CI zones, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Those uses listed as "Uses Allowed Without a Permit Subject to Standards" within the Commercial Industrial Development (D-CI) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time.

c. Uses Requiring a Permit

The following uses may be allowed within D-MH-CI zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Those uses listed as "Uses Requiring a Permit" within the Commercial Industrial Development (D-CI) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time, except that the following uses shall be prohibited in the D-MH-CI zones: Bed and breakfast facilities, commercial lodging establishments, short-term visitor accommodations, and dwelling units; and

(2) Rail lines and any accessory structures necessary for the construction, maintenance and operation of rail lines.

d. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in D-MH-CI zones.

10.21,J Primitive Resort Development Zone (D-MH-PR)

1. Purpose

The D-MH-PR zone designates certain places within this Concept Plan area that are appropriate for size-limited back country huts, commercial sporting camps and remote rental cabins, and associated primitive and motorized recreational uses that rely on the natural terrestrial and/or water features of the surrounding area in their largely undeveloped state. Residential development, including subdivisions and dwelling units, is specifically prohibited in the D-MH-PR zone.

2. Description

The D-MH-PR zones are located in the following development areas, as delineated on the maps contained in Section I.H. of this Concept Plan:

a. Indian Pond Sub-Area within the Big Moose Mountain Development Area; and
b. East of Lily Bay Road Sub-Area within the Lily Bay Development Area.

No additional areas within the Concept Plan area shall be designated as D-MH-PR zones, or added to or removed from the D-MH-PR zones identified herein, except for the purpose of establishing more accurate zone boundaries for the D-MH-PR zones identified herein. The landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, updated spatial data of any proposed boundary modifications, and documentation that the total acreage of land within the zone will not materially change. Commission acceptance of any such minor boundary modifications shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within D-MH-PR zones:

(1) Buildings or structures necessary for the furnishing of public utility services, provided they (a) are completely visually obstructed by topographic features from all public vantage points, (b) contain no more than 500 square feet of floor area, (c) are less than 20 feet in height, and (d) are not supplied with water;
(2) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
(3) Motorized vehicular traffic on roads and trails, including snowmobiling and other motorized recreational vehicular traffic;
(4) Primitive recreation;
(5) Surveying and other resource analysis;
(6) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
(7) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-MH-PR zones, subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are (a) completely visually obstructed by topographic features from all public vantage points and (b) constructed and maintained in conformance with applicable requirements (currently in Section 10.27,C,2,a of the Commission's *Land Use Districts and Standards*);
(2) Filling and grading activities provided they are conducted in conformance with applicable requirements (currently in Section 10.27,F of the Commission's *Land Use Districts and Standards,* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,F,3 of this Concept Plan);
(3) Level A road projects;
(4) Service drops, except that wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
(5) Signs, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,J of the Commission's *Land Use Districts and Standards,* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,J of this Concept Plan); and
(6) Water crossings of minor flowing waters, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,D of the Commission's *Land Use Districts and Standards*).

c. Uses Requiring a Permit

The following uses may be allowed within D-MH-PR zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions, and subject to the applicable requirements of sub-section e, below:

(1) Back country huts;
(2) Commercial sporting camps;
(3) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the provisions of sub-section b(1), above;
(4) Driveways associated with non-residential uses;
(5) Filling and grading activities which are not in conformance with the provisions of sub-section b(2), above; and draining, dredging and alteration of the water table or water level for other than mineral extraction;
(6) Level B and C road projects, except for water crossings as provided for in sub-section b(6), above;
(7) Recreational facilities for commercial and non-commercial use , provided they are consistent with the purpose of the D-MH-PR zone and any structure associated with such facilities has no more than 750 square feet of gross floor area;
(8) Remote rental cabins;
(9) Signs which are not in conformance with the provisions of sub-section b(5), above;
(10) Utility facilities other than service drops;
(11) Water crossings of minor flowing waters which are not in conformance with the provisions of sub-section b(6);

(12) Other structures, uses or services that are essential to the uses listed in sub-sections a through c; and

(13) Other structures, uses, or services which the Commission determines (a) are consistent with the terms, conditions and provisions of this Concept Plan, (b) are consistent with the purposes of this zone and of the Comprehensive Land Use Plan, and (c) are not detrimental to the resources and uses they protect.

d. Prohibited Uses

All uses not expressly allowed, with or without a permit shall be prohibited in D-MH-PR zones.

e. Size Limitations for Certain Structures

The aggregate size of all principal buildings shall not exceed 10,000 square feet within each of the two D-MH-PR zones. For purposes of this sub-section e, “Principal buildings” shall be understood to include commercial sporting camps, main lodges for the serving of meals and for socializing by guests, cabins (including housekeeping and outpost cabins), back country huts, remote rental cabins and other structures or parts thereof used for housing guests, owners and/or employees, but do not include accessory structures such as wood sheds, equipment storage facilities and other utility buildings.

10.21,K Residential Development Zone (D-MH-RS1)

1. Purpose

The D-MH-RS1 zone designates certain places within this Concept Plan area for residential development. This zone allows a mix of residential dwellings, including single, two- and multi-family dwellings. It also allows structures and uses that are compatible with residential development and that promote a degree of self-sufficiency in development areas, including non-commercial recreational facilities, public and institutional facilities and uses, home occupations, and, in certain development areas by special exception, residential-scale commercial facilities and uses.

2. Description

The D-MH-RS1 zones are located in the following development areas, as delineated on the maps contained in Section I.H. of this Concept Plan:

a. Beaver Cove Development Area;
b. Upper Wilson Pond Development Area;
c. Long Pond Development Area;
d. Brassua Lake Development Area;
e. Route 6/15 Corridor Development Area; and
f. Rockwood/Blue Ridge Development Area.

No additional areas within the Concept Plan area shall be designated as D-MH-RS1 zones, or added to or removed from the D-MH-RS1 zones identified herein, except for the purpose of (a) designating all or portion(s) of the Moose Bay Development Area as D-MH-RS1 zone(s) pursuant to Section 10.21,L,1 of this Concept Plan, or (b) establishing more accurate zone boundaries for the D-MH-RS1 zones identified herein. The landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, updated spatial data of any proposed boundary modifications, and documentation that the total acreage of land within the zone will not materially change. Commission acceptance of any such minor boundary modifications shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within D-MH-RS1 zones:

(1) Buildings or structures necessary for the furnishing of public utility services, provided they (a) are completely visually obstructed by topographic features from all public vantage points, (b) contain no more than 500 square feet of floor area, (c) are less than 20 feet in height, and (d) are not supplied with water;
(2) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
(3) Forest management activities, except for timber harvesting;
(4) Motorized vehicular traffic on roads and trails, including snowmobiling and other motorized vehicular recreational traffic;
(5) Primitive recreation;
(6) Surveying and other resource analysis;

(7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
(8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-MH-RS1 zones, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Agricultural management activities provided they are conducted in conformance with applicable requirements (currently in Section 10.27,A of the Commission's *Land Use Districts and Standards*);
(2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are (a) completely visually obstructed by topographic features from all public vantage points and (b) constructed and maintained in conformance with applicable requirements (currently in Section 10.27,C,2,a of the Commission's *Land Use Districts and Standards)*;
(3) Filling and grading activities provided they are conducted in conformance with applicable requirements (currently in Section 10.27,F of the Commission's *Land Use Districts and Standards,* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,F,3 of this Concept Plan);
(4) Level A mineral exploration activities, excluding associated access ways, provided they are conducted in conformance with applicable requirements (currently in Section 10.27,C of the Commission's *Land Use Districts and Standards*);
(5) Level A road projects;
(6) Minor home occupations, provided they are conducted in conformance with applicable requirements (currently in Section 10.27,N of the Commission's *Land Use Districts and Standards)*;
(7) Service drops, except that wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
(8) Signs, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,J of the Commission's *Land Use Districts and Standards,* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,J of this Concept Plan); and
(9) Water crossings of minor flowing waters, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,D of the Commission's *Land Use Districts and Standards*).

c. Uses Requiring a Permit

The following uses may be allowed within D-MH-RS1 zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions, and, where within 250 feet of a Management Class 4 lake, subject to the applicable requirements of sub-section f, below:

(1) Agricultural management activities which are not in conformance with the provisions of sub-section b(1), above;
(2) Bed and breakfast facilities;
(3) Cemeteries, and family burying grounds in accordance with 13 M.R.S.A. § 1142;
(4) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the provisions of sub-section b(2), above;
(5) Driveways associated with residential or non-residential uses;

(6) Filling and grading activities which are not in conformance with the provisions of sub-section b(3), above; and draining, dredging and alteration of the water table or water level for other than mineral extraction;
(7) Land management roads;
(8) Level 1 subdivisions for structures and uses allowed in this zone;
(9) Level A mineral exploration activities which are not in conformance with the provisions of sub-section b(4), above; and access ways for Level A mineral exploration activities;
(10) Level B and C road projects, except for water crossings as provided for in sub-section b(10), above;
(11) Level B mineral exploration activities;
(12) Major home occupations;
(13) Public and institutional facilities and uses;
(14) Recreational facilities for non-commercial use, provided that any structure associated with these facilities has no more than 5,000 square feet of gross floor area;
(15) Residential: Single, two- and multi-family dwellings (including affordable housing, caretaker/manager housing, and employee housing) on approved subdivision lots; and residential accessory structures and uses;
(16) Shoreland alterations for non-commercial use, including public and private hand-carry launches; public and private trailered ramps; mooring structures; permanent on-shore structures used to secure docks and moorings; reconstruction of permanent docking structures; buried or submarine utility cables and lines; water lines; riprap; rock relocation; retaining walls; water crossings of minor flowing waters which are not in conformance with the provisions of sub-section b(10); and water crossings of bodies of standing water and of major flowing waters; but excluding shoreland alterations allowed by special exception pursuant to sub-section d(6) below;
(17) Signs which are not in conformance with the provisions of sub-section b(8), above;
(18) Temporary docking structures; and temporary on-shore structures used to secure docks and moorings for non-commercial use, except as provided for in Section II, Sub-Chapter IV, 10.32,C;
(19) Utility facilities compatible with residential uses other than service drops;
(20) Water impoundments;
(21) Other structures, uses or services that are essential to the uses listed in sub-sections a through c; and
(22) Other structures, uses, or services which the Commission determines (a) are consistent with the terms, conditions and provisions of this Concept Plan, (b) are consistent with the purposes of this zone and of the Comprehensive Land Use Plan, and (c) are not detrimental to the resources and uses they protect.

d. Special Exceptions

The following uses may be allowed within the D-MH-RS1 zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those uses within the vicinity or area likely to be affected by the proposal with which it is or may be incompatible; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the terms, conditions and provisions of this Concept Plan and the policies of the Comprehensive Land Use Plan:

(1) Residential-scale commercial facilities and uses only in the following development areas or sub-areas:

(a) Route 6/15 Corridor Development Area, provided that land for residential-scale commercial facilities and uses shall be limited to a maximum aggregate area of 50 acres within this development area;

(b) Rockwood/Blue Ridge Development Area, provided that land for residential-scale commercial facilities and uses within 1,000 feet of any portion of Route 6/15 located in either Rockwood Strip Township (T1 R1 NBKP) or the northeast corner of Taunton and Raynham Academy Grant Township shall not be limited, but that land for such facilities and uses elsewhere within this development area shall be limited to a maximum aggregate area of 25 acres; and

(c) South Peninsula Sub-Area within the Brassua Lake Development Area, provided that land for residential-scale facilities and uses shall be limited to a maximum aggregate area of 50 acres within this sub-area.

(2) Recreational facilities for non-commercial use with associated structures having a gross floor area of more than 5,000 square feet per structure;

(3) Mineral extraction operations, less than 5 acres in size; and portable mineral processing equipment associated with these operations;

(4) Structures to store materials, machinery, and equipment serving the maintenance needs of allowed uses in the D-MH-RS1 zone, including sand, salt, trucks and other machinery and equipment; and

(5) Timber harvesting.

The following uses may be allowed as special exceptions provided the applicant also shows by substantial evidence that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant:

(6) Shoreland alterations: New or expanded permanent docking structures; marinas; water-access ways; and shoreland alterations for commercial use, including but not limited to commercial hand-carry launches and commercial trailered ramps.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit shall be prohibited in D-MH-RS1 zones.

f. Management Class 4 Lakes (High Value, Developed Lakes) as shown on the Commission's Land Use Guidance Maps.

Within 250 feet of the normal high water mark of Upper Wilson Pond, the Commission will, with respect to subdivision proposals, require a cluster development that meets the requirements of Section 10.25,R of the Commission's *Land Use Districts and Standards,* as may be amended from time to time, except that the open space requirements of Section 10.25,R,2,a through c shall be deemed satisfied by virtue of the shorefront and other lands adjacent to the Upper Wilson Pond Development Area that are placed under conservation easement as part of this Concept Plan.

10.21,L Residential/Resort-Optional Development Zone (D-MH-RS2)

1. Purpose and Land Uses

The D-MH-RS2 zone designates one area within the Concept Plan area, the Moose Bay Development Area, that is appropriate for either residential development or nature-based resort development. As part of the filing of a long-term development plan, or an amendment thereto, pursuant to Section II, Sub-Chapter IV, 10.29 of this Concept Plan, an applicant shall request the designation of the D-MH-RS2 zone, or a portion thereof, as either a Residential Development (D-MH-RS1) Zone or a Resort Development (D-MH-RT) Zone. If, pursuant to a long-term development plan, the Commission approves one or more resort cores within the Moose Bay Development Area, the D-MH-RS2 zone, either in its entirety or in the relevant portion thereof, shall thereby be re-designated a Resort Development (D-MH-RT) Zone whose purpose and land uses shall be the same as the purpose and land uses of the D-MH-RT zone pursuant to Section II, Sub-Chapter III, 10.21,M,1 and 3, respectively. Otherwise, the D-MH-RS2 zone shall be re-designated a Residential Development (D-MH-RS1) Zone whose purpose and land uses shall be the same as the purpose and land uses of the D-MH-RS1 zone pursuant to Section II, Sub-Chapter III, 10.21,K,1 and 3, respectively. In either case, the decision document approving the long-term development plan for the Moose Bay Development Area shall include a map identifying and delineating the boundaries of the re-designations[4].

2. Description

The D-MH-RS2 zone is located in the following development area, as delineated on the maps contained in Section I.H of this Concept Plan:

a. Moose Bay Development Area

No additional areas within the Concept Plan area shall be designated as D-MH-RS2 zones, or added to or removed from the D-MH-RS2 zone identified herein, except for the purpose of establishing more accurate zone boundaries for the D-MH-RS2 zone identified herein. The landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, updated spatial data of any proposed boundary modifications, and documentation that the total acreage of land within the zone will not materially change. Commission acceptance of any such minor boundary modifications shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

[4] The re-designation of the D-MH-RS2 zone by the Commission to D-MH-RS1 and/or D-MH-RT zoning pursuant to Section 10.21,K,1 herein is expressly contemplated and permitted by this Concept Plan and does not constitute an amendment of land use district boundaries or a plan amendment pursuant to Section I.D of this Concept Plan.

10.21,M Resort Development Zone (D-MH-RT)

1. Purpose

The D-MH-RT zone designates certain places within the Concept Plan area that are appropriate for nature-based resort development. Proposed uses and related facilities that either (a) are not compatible with existing natural, cultural and historical resources or (b) do not support the functions or the management of a nature-based resort development are prohibited within the D-MH-RT zone. Examples of such incompatible or non-supportive uses and facilities include amusement parks and rides, carnivals, sports arenas, casinos, and large-scale or destination shopping developments.

For any development in any D-MH-RT zone to be approved, a minimum of one resort core is required. Resort cores shall comply with the criteria for approval for long-term development plans, as set forth in Section II, Sub-Chapter IV, 10.29,C of this Concept Plan.

Sub-section 3, below, identifies those uses that are allowed within the D-MH-RT zone upon issuance of a permit from the Commission. These uses include:

a. Residential uses and structures: The D-MH-RT zone allows residential dwellings within and outside the resort core(s). However, the number of allowed dwelling units that may be permitted at any one time is conditioned upon the number of short-term visitor accommodations within the resort core(s), pursuant to Section II, Sub-Chapter IV, 10.28,C of this Concept Plan.

b. Commercial uses and structures: The D-MH-RT zone allows certain commercial uses and structures, including commercial lodging establishments, commercial meeting facilities and conference centers, hospitality amenities, commercial recreational facilities, and professional and financial facilities and services and similar office-based structures and uses. To be allowed within the D-MH-RT zone, such commercial uses and structures must be (i) nature-based or supporting the functions or the management of a nature-based resort development, including its residents, visitors or management, and (ii) not of a type, scale or design primarily intended to meet the needs of the greater region, although such uses and structures may attract and depend on patrons from the greater region.

In addition, the Commission recognizes that, unlike other zones within this Concept Plan, there may be a need to accommodate uses and facilities in the D-MH-RT zones that were not contemplated on the effective date of this Concept Plan due to the emergence of new ideas for, and evolving characteristics of, nature-based resort development. Such uses or facilities shall be proposed as part of a long-term development plan or an amendment thereto, as required under Section II, Sub-Chapter IV, 10.29 of this Concept Plan, and the Commission will evaluate any such proposed uses or facilities pursuant to sub-section 3,c,(28), below.

2. Description

The D-MH-RT zones are located in the following sub-areas, as delineated on the maps contained in Section I.H. of this Concept Plan:

a. Main Big Moose Mountain and Burnham Pond North Shore Sub-Areas within the Big Moose Mountain Development Area; and
b. Main Lily Bay Peninsula and Northern Portion of the Lily Bay Peninsula Sub-Areas within the Lily Bay Development Area.

No additional areas within the Concept Plan area shall be designated as D-MH-RT zones, or added to or removed from the D-MH-RT zones identified herein, except for the purpose of (a) designating all or portion(s) of the Moose Bay Development Area as D-MH-RT zone(s) pursuant to Section 10.21,L,1 of this Concept Plan, or (b) establishing more accurate zone boundaries for the D-MH-RT zones identified herein. The landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, updated spatial data of any proposed boundary modifications, and documentation that the total acreage of land within the zone will not materially change. Commission acceptance of any such minor boundary modifications shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

3. Land Uses

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within D-MH-RT zones:

(1) Buildings or structures necessary for the furnishing of public utility services, provided they (a) are completely visually obstructed by topographic features from all public vantage points, (b) contain no more than 500 square feet of floor area, (c) are less than 20 feet in height, and (d) are not supplied with water;
(2) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;
(3) Forest management activities, except for timber harvesting;
(4) Motorized vehicular traffic on roads and trails, including snowmobiling and other motorized vehicular recreational traffic;
(5) Primitive recreation;
(6) Surveying and other resource analysis;
(7) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies; and
(8) Wildlife and fishery management practices.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within D-MH-RT zones, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Agricultural management activities provided they are conducted in conformance with applicable requirements (currently in Section 10.27,A of the Commission's *Land Use Districts and Standards*);
(2) Creation, alteration or maintenance of constructed ponds of less than 4,300 square feet in size which are not fed or drained by flowing waters provided they are (a) completely visually obstructed by topographic features from public vantage points and (b) constructed and maintained in conformance with applicable requirements (currently in Section 10.27,C,2,a of the Commission's *Land Use Districts and Standards*);
(3) Filling and grading activities provided they are conducted in conformance with applicable requirements (currently in Section 10.27,F of the Commission's *Land Use Districts and Standards* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,F,3 of this Concept Plan);
(4) Level A mineral exploration activities, excluding associated access ways, provided they are conducted in conformance with applicable requirements (currently in Section 10.27,C of the Commission's *Land use Districts and Standards*);
(5) Level A road projects;

(6) Minor home occupations, provided (they are conducted in conformance with applicable requirements (currently in Section 10.27,N of the Commission's *Land Use Districts and Standards)*;
(7) Service drops, except that wire and pipe line extensions which do not meet the definition of service drops shall require a permit;
(8) Signs, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,J of the Commission's *Land Use Districts and Standards,* with certain provisions replaced by Section II, Sub-Chapter III, 10.27,J of this Concept Plan); and
(9) Water crossings of minor flowing waters, provided they are constructed in conformance with applicable requirements (currently in Section 10.27,D of the Commission's *Land Use Districts and Standards)*.

c. Uses Requiring a Permit

The following uses may be allowed within D-MH-RT zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions and, where located over a mapped sand and gravel aquifer or in the Northern Portion of the Lily Bay Peninsula Sub-Area, subject to the applicable requirements of sub-sections f and g, below:

(1) Agricultural management activities which are not in conformance with the provisions of sub-section b(1), above;
(2) Bed and breakfast facilities;
(3) Cemeteries, and family burying grounds in accordance with 13 M.R.S.A. § 1142;
(4) Commercial lodging establishments, provided they are located within a resort core and are consistent with the purpose of the D-MH-RT zone, except that commercial sporting camps, remote rental cabins, back country huts and similar establishments may be located within or outside a resort core;
(5) Commercial meeting facilities or conference centers, provided they are located within a resort core and are consistent with the purpose of the D-MH-RT zone;
(6) Creation, alteration or maintenance of constructed ponds 4,300 square feet or greater in size which are not fed or drained by flowing waters, or of such ponds less than 4,300 square feet in size which are not in conformance with the provisions of sub-section b(2), above;
(7) Driveways associated with residential or non-residential uses;
(8) Filling and grading activities which are not in conformance with the provisions of sub-section b(3), above; and draining, dredging and alteration of the water table or water level for other than mineral extraction;
(9) Hospitality amenities, provided they are consistent with the purpose of the D-MH-RT zone;
(10) Land management roads;
(11) Level 1 subdivisions for structures and uses allowed in this zone;
(12) Level A mineral exploration activities which are not in conformance with the provisions of sub-section b(4), above; and access ways for Level A mineral exploration activities;
(13) Level B and C road projects, except for water crossings as provided for in sub-section b(9), above;
(14) Level B mineral exploration activities;
(15) Major home occupations;
(16) Maple sugar processing operations;
(17) Professional and financial facilities and services and similar office-based structures and uses, provided they are located within a resort core and are consistent with the purpose of the D-MH-RT zone;
(18) Public and institutional facilities and uses;
(19) Recreational facilities for commercial or non-commercial use, provided they are consistent with the purpose of the D-MH-RT zone;

(20) Residential: Single, two- and multi-family dwelling units (including affordable housing, caretaker/manager housing, and employee housing) on approved subdivision lots; and residential accessory structures and uses;

(21) Shoreland alterations for commercial or non-commercial use, including hand-carry launches; trailered ramps; mooring structures; permanent on-shore structures used to secure docks and moorings; reconstruction of permanent docking structures; marinas; water-access ways; buried or submarine utility cables and lines; water lines; riprap; rock relocation; retaining walls; water crossings of minor flowing waters which are not in conformance with the provisions of sub-section b(10); and water crossings of bodies of standing water and of major flowing waters; but excluding new or expanded permanent docking structures allowed by special exception pursuant to sub-section d(4), below;

(22) Signs which are not in conformance with the provisions of sub-section b(8), above;

(23) Structures to store materials, machinery, and equipment serving the maintenance needs of allowed uses in the D-MH-RT zone, including sand, salt, trucks, and other machinery and equipment;

(24) Temporary docking structures; and temporary on-shore structures used to secure docks and moorings for non-commercial use, except as provided for in Section II, Sub-Chapter IV, 10.32,C;

(25) Utility facilities other than service drops;

(26) Water impoundments;

(27) Other structures, uses or services that are essential to the uses listed in sub-sections a through c; and

(28) Other structures, uses, or services which the Commission determines (a) are consistent with the terms, conditions and provisions of this Concept Plan, (b) are consistent with the purposes of this zone and of the Comprehensive Land Use Plan, and (c) are not detrimental to the resources and uses these plans protect.

d. Special Exceptions

The following uses may be allowed within the D-MH-RT zones as special exceptions upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-A(10), and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions, provided that the applicant shows by substantial evidence that (a) the use can be buffered from those uses within the vicinity or area likely to be affected by the proposal with which it is or may be incompatible; and (b) such other conditions are met that the Commission may reasonably impose in accordance with the terms, conditions and provisions of this Concept Plan and the policies of the Comprehensive Land Use Plan:

(1) Mineral extraction operations, less than 5 acres in size; and portable mineral processing equipment associated with these operations; and

(2) Timber harvesting.

The following uses may be allowed as special exceptions provided the applicant also shows by substantial evidence that there is no alternative site which is both suitable to the proposed use and reasonably available to the applicant:

(3) New or expanded permanent docking structures.

e. Prohibited Uses

All uses not expressly allowed, with or without a permit, shall be prohibited in D-MH-RT zones.

f. Uses Allowed within Mapped Sand and Gravel Aquifer

Within the boundaries of the sand and gravel aquifer located within the southeastern portion of the Main Lily Bay Peninsula Sub-Area, as identified on Concept Plan Map 8 in Section I.H., uses and structures shall be limited to those that neither significantly reduce the recharge capability of the area nor threaten the quality of the groundwater. Any uses or structures proposed for this area shall be included in the long-term development plan prepared pursuant to Section II, Sub-Chapter IV, 10.29 and in any subsequent subdivision or development permit application, with written documentation from the Maine Geological Survey that the proposed uses or structures will not significantly reduce recharge capability and will comply with applicable provisions pertaining to groundwater quality (currently in Section 10.25,N of the Commission's *Land Use Districts and Standards*).

g. Uses Allowed within the Northern Portion of the Lily Bay Peninsula Sub-Area

An applicant will only be allowed to place uses and structures requiring a permit pursuant to sub-section c, above, into the 683-acre Northern Portion of the Lily Bay Peninsula Sub-Area, as identified on Concept Plan Map 8 in Section I.H., if the applicant can demonstrate to the Commission's satisfaction as part of a long-term development plan pursuant to Section II, Sub-Chapter IV, 10.29 that those proposed structures and uses are not able to fit within the Main Lily Bay Peninsula Sub-Area because of:

(1) the size of buffers required to protect natural resources, such as vernal pools, or other physical or natural resource limitations of the Main Lily Bay Peninsula Sub-Area;

(2) the impracticability of locating within the Main Lily Bay Peninsula Sub-Area any or all permitted hospitality amenities, recreational facilities, and essential services and infrastructure necessary for the safe and efficient operation of the resort development; and/or

(3) irregularities in the configuration of the Main Lily Bay Peninsula Sub-Area that impede the location of development therein.

10.22,A General Management Zone (M-MH-GN)

1. Purpose

The purpose of the M-MH-GN zone is to (a) designate places within the Concept Plan area that are appropriate for forest management activities and other land uses and structures allowed under the terms and conditions of the Moosehead Region Conservation Easement, the form of which is included as Appendix C of this Concept Plan, and (b) identify which of those land uses and structures are allowed without a permit, are allowed with a permit subject to standards, or require a permit from the Commission.

In the application of this M-MH-GN zone, for any defined term used in this section that is also a defined term in the Moosehead Region Conservation Easement, the definition found in the Moosehead Region Conservation Easement shall govern.

2. Description

The M-MH-GN zone is comprised of all areas within the P-RP Subdistrict that are neither development zones (as delineated on the maps contained in Section I.H. of this Concept Plan) nor protection subdistricts (as delineated on the Commission's Official Land Use Guidance Maps).

No additional areas within the Concept Plan area shall be designated as M-MH-GN zones, or added to or removed from the M-MH-GN zone identified herein, except to make the M-MH-GN zone consistent with (a) any boundary modifications made to the Protected Property pursuant to Section 13 of the Moosehead Region Conservation Easement, (b) any addition, subtraction or other geographic modifications in protection subdistrict boundaries pursuant to Section II, Sub-Chapter II, 10.23, or (c) for the purpose of establishing more accurate zone boundaries for any development zone pursuant to the provisions in Section II, Sub-Chapter II of each such zone.

For boundary modifications to the M-MH-GN zone as a result of (a) or (c), above, the landowner shall submit for the Commission's consideration any such boundary modification requests along with supporting documentation that must include, at minimum, boundary surveys, updated Concept Plan maps, and updated spatial data of any proposed boundary modifications, For boundary modifications to the M-MH-GN zone as a result of (b), above, in accordance with the provisions in Section II, Sub-Chapter II, 10.23, the Commission shall update its Official Land Use Guidance Maps to reflect changes to affected protection subdistrict boundaries and thereby the M-MH-GN zone.

Commission acceptance of boundary modifications to the M-MH-GN zone for any of the purposes identified in (a), (b) or (c), above, shall not constitute a plan amendment pursuant to Section I.D of this Concept Plan.

3. Land Uses

No uses and structures that are allowed under the terms and conditions of the Moosehead Region Conservation Easement shall be prohibited in the M-MH-GN zone. Sub-sections a, b and c, below, identify which uses and structures are allowed without a permit, are allowed without a permit subject to standards, or require a permit from the Commission. If a particular use or structure that is allowed under the terms and conditions of the Moosehead Region Conservation Easement is not listed under sub-sections a, b or c, below, it shall be presumed to require a permit from the Commission unless, pursuant to an advisory ruling obtained from the Commission prior to carrying out the use or constructing the structure, the Commission determines that the use may be carried out or the structure may be constructed without a permit or without a permit subject to standards.

a. Uses Allowed Without a Permit

The following uses shall be allowed without a permit from the Commission within M-MH-GN zones:

(1) Those uses listed as "Uses Allowed Without a Permit" within the General Management (M-GN) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time; and
(2) All other uses which are allowed and otherwise not prohibited by the terms and conditions of the Moosehead Region Conservation Easement and which the Commission determines are not otherwise regulated pursuant to sub-sections 3.b or 3.c herein.

b. Uses Allowed Without a Permit Subject to Standards

The following uses shall be allowed without a permit from the Commission within M-MH-GN zones, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Those uses listed as "Uses Allowed Without a Permit Subject to Standards" within the General Management (M-GN) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time; and
(2) All other uses which are allowed and otherwise not prohibited by the terms and conditions of the Moosehead Region Conservation Easement and which the Commission determines are not otherwise regulated pursuant to sub-sections 3.a or 3.c herein.

c. Uses Requiring a Permit

The following uses may be allowed within M-MH-GN zones upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. §685-B, and subject to the terms, conditions and provisions of this Concept Plan, including all applicable requirements of the LURC amendable provisions:

(1) Those uses listed as "Uses Requiring a Permit" within the General Management (M-GN) Subdistrict of the Commission's *Land Use Districts and Standards*, as may be amended from time to time; and
(2) All other uses which are allowed or otherwise not prohibited by the terms and conditions of the Moosehead Region Conservation Easement and which the Commission determines are not otherwise regulated pursuant to sub-sections 3.a or 3.b herein.

d. Prohibited Uses

All uses and structures that are not allowed under the terms and conditions of the Moosehead Region Conservation Easement shall be prohibited in the M-MH-GN zone.

10.23 Protection Zones

The purposes, descriptions (including locations and configurations), land uses and other terms and conditions of all protection subdistricts established pursuant to the Commission's *Land Use Districts and Standards* (Chapter 10), as may be amended from time to time, shall apply for the 30-year term of this Concept Plan, provided, however, that for said term of this Concept Plan:

(1) For all protection subdistricts established as of the effective date of the Concept Plan, the boundaries of which are either located partially or wholly within the boundaries of development areas depicted on the maps in Section I.H. of this Concept Plan, or adjoin any of these development areas, said boundaries shall not be amended in any manner that causes a reduction in acreage within any development area;

(2) No new protection subdistricts shall be added to the Concept Plan area that cause a reduction in acreage within any development area; and

(3) Any amendments to the protection subdistricts that are located wholly within the boundaries of development areas that have the effect of prohibiting the construction of roads, trails, water crossings and/or boat launches, which would otherwise be allowed within those protection subdistricts as of the effective date of this Concept Plan, shall not apply.

Notwithstanding the foregoing, in conducting its review of any long-term development plan, subdivision, or other development permit application submitted pursuant to this Concept Plan, the Commission has the full legal authority to apply all of the standards contained in natural resources laws and regulations in effect at the time of the filing of a complete permit application (hereinafter "current law") regardless of whether the current law is stricter than what exists at the time of approval of this Concept Plan.

In addition to all other submissions required in the Commission's subdivision or other development permit application, all subdivision or other development permit applications shall include natural resources inventory maps that accurately depict to the satisfaction of the Commission all protected natural resources and resulting protection areas within the proposed development site, based upon natural resources laws and regulations in effect at the time of application and regardless of whether said protected natural resources are located within or outside of the protection subdistricts that are wholly or partially located within the proposed subdivision or development site.

Sub-Chapter III
LAND USE STANDARDS

10.25,E,1: SCENIC CHARACTER

A. Purpose

The Commission intends that (1) development within the East of Lily Bay Road Sub-Area be visually indistinct, and (2) development within all other development areas and sub-areas be visually subordinate. The standards of Section 10.25,E,1,B through H, below, are intended to achieve these two purposes. As such, this Concept Plan replaces Section 10.25,E,1 and Section 10.27,B of the Commission's *Land Use Districts and Standards* in effect at the time of the effective date of this Concept Plan with the standards established herein.

B. Applicability

(1) Structures, Facilities and Uses. The requirements of this Section 10.25,E,1 shall apply to the following structures, facilities and uses that are located within five miles (horizontal distance) of one or more public vantage points:

(a) Within development areas, the requirements shall apply to all structures, facilities or uses that require the issuance of a permit from the Commission (including, but not limited to, dwelling units, associated driveways and accessory structures, subsurface wastewater disposal systems and fire safety defensible space[5], commercial structures, recreational facilities such as golf courses, and public or institutional structures and uses), except for agricultural management activities, cemeteries and family burying grounds, level A mineral exploration activities and associated access ways, level B mineral exploration activities, mineral extraction operations, shoreland alterations, signs, water impoundments, and timber harvesting.

(b) Within the lands covered by the Moosehead Region Conservation Easement, found at Appendix C of this Concept Plan, the requirements shall apply to all back country huts, campgrounds, remote rental cabins, and public fire and safety structures that require the issuance of a permit from the Commission, as these terms are defined and used in the Moosehead Region Conservation Easement.

(2) Vegetation Clearing Activities. The requirements of Section 10.25,E,1,C through E shall apply to all vegetation clearing activities that are (a) located within five miles (horizontal distance) of one or more public vantage points and (b) associated with the structures, facilities and uses identified in sub-section B(1), above, including but not limited to vegetation clearing for the purpose of opening a view from a structure, vegetation clearing for preview clearings, and vegetation clearing for purposes associated with residences, such as lawns, yards, play areas, and gardens.

Vegetation clearing activities shall be allowed only upon issuance of a permit from the Commission and shall be conducted in accordance with Section II, Sub-Chapter IV, 10.31 and the terms and conditions of permits issued by the Commission, except that vegetation clearing activities associated with surveys or other resource analysis necessary for the preparation of permit applications shall be allowed without a permit as long as such preparatory vegetation clearing is not of a nature that would compromise the ability of future development to comply with the requirements of Section 10.25,E,1,C through E.

[5] Applicants may include fire safety defensible space in the design of development sites. However, structures must be located so that sufficient vegetation remains between such defensible space and public vantage points to meet the standards of this Section 10.25,E,1.

C. Vegetation Clearing Activities Within Shoreland and Roadway Buffer Areas

Except where the standards of Section 10.25,E,1,D or G apply, vegetation clearing activities associated with those structures, facilities and uses identified in Section 10.25,E,1,B, above, shall adhere to the following standards:

(1) A vegetative buffer strip shall be retained within:

(a) 50 feet of the right-of-way or similar boundary of any public roadway;

(b) 75 feet of the normal high water mark of any body of standing water less than 10 acres in size, or any tidal water or flowing water draining less than 50 square miles; and

(c) 100 feet of the normal high water mark of a body of standing water 10 acres or greater in size or flowing water draining 50 square miles or more.

(2) Within this buffer strip, vegetation shall be maintained as follows:

(a) There shall be no cleared opening greater than 250 square feet in the forest canopy as measured from the outer limits of the tree crown. However, a footpath is permitted, provided it does not exceed six (6) feet in width as measured between tree trunks, and, has at least one bend in its path to divert channelized runoff.

(b) Selective cutting of trees within the buffer strip is permitted provided that a well-distributed stand of trees and other natural vegetation is maintained.

For the purposes of this section a “well-distributed stand of trees” adjacent to a body of standing water 10 acres or greater in size shall be defined as maintaining a rating score of 24 or more in a 25-foot by 50-foot rectangular area as determined by the following rating system.

Near other water bodies, tributary streams and public roadways a “well-distributed stand of trees” shall be defined as maintaining a rating score of 16 or more per 25-foot by 50-foot (1250 square feet) rectangular area as determined by the following rating system.

Diameter of Tree at 4-1/2 feet Above Ground Level (inches)	Points
2.0 to < 4.0	1
4.0 to < 8.0	2
8.0 to < 12.0	4
12.0 +	8

Table 10.25,E,1,B,(2). Rating system for a well-distributed stand of trees.

The following shall govern in applying this rating system:

- The 25-foot x 50-foot rectangular plots shall be established where the landowner or lessee proposes clearing within the required buffer;
- Each successive plot shall be adjacent to but not overlap a previous plot;
- Any plot not containing the required points shall have no vegetation removed except as otherwise allowed by these rules;
- Any plot containing the required points may have vegetation removed down to the minimum points required or as otherwise allowed by these rules; and
- Where conditions permit, no more than 50% of the points on any 25-foot by 50-foot rectangular area may consist of trees greater than 12 inches in diameter.

For the purposes of this section, “other natural vegetation” is defined as retaining existing vegetation under 3 feet in height and other ground cover and retaining at least 5 saplings less than 2 inches in diameter at 4½ feet above ground level for each 25-foot by 50-foot rectangular area. If 5 saplings do not exist, the landowner or lessee may not remove any woody stems less than 2 inches in diameter until 5 saplings have been recruited into the plot. In addition, the soil shall not be disturbed, except to provide for a footpath or other permitted use.

(c) In addition to Section 10.25,E,1,C,(2),(b) above, no more than 40% of the total basal area of trees 4.0 inches or more in diameter, measured at 4½ feet above ground level, may be removed in any ten (10) year period.

(d) Pruning of live tree branches is prohibited, except on the bottom 1/3 of the tree provided that tree vitality will not be adversely affected.

(e) In order to maintain a buffer strip of vegetation, when the removal of storm-damaged, diseased, unsafe, or dead trees results in the creation of cleared openings in excess of 250 square feet, these openings shall be established with native tree species.

(3) Cleared openings located within a vegetative buffer strip as described in Section 10.25,E,1,C,(1), above, and legally in existence as of June 7, 1990, may be maintained, but shall not be enlarged except as permitted by these regulations.

(4) Notwithstanding the requirements of sub-section (2), within the vegetative buffer strips described in sub-section (1)(b) and (c), above:

(a) Campsites shall be permitted, pursuant to the requirements of Section II, Sub-Chapter III, 10.26,D,4.

(b) Stairways, boardwalks, and similar structures may be permitted by the Commission, if it is demonstrated to the Commission’s satisfaction that (i) the structure is necessary to control erosion or sedimentation and/or to overcome physical site limitations, such as steep slopes or wet areas, in order to provide safe access to the water , (ii) the structure is located, sized and otherwise designed to be visually indistinct, and (iii) no practicable alternative exists to providing safe access to the water absent the use of such a structure.

D. Vegetation Clearing Activities Outside Shoreland and Roadway Buffer Areas

(1) Vegetation Clearing Standards

Except where the standards of Section 10.25,E,1,C or G apply, all vegetation clearing activities associated with those structures, facilities and uses identified in Section 10.25,E,1 B above shall be allowed so long as all of the following conditions are met:

(a) Façades.

Within the D-MH-PR zone in Lily Bay Township and within the lands covered by the Moosehead Region Conservation Easement, no more than 50 percent of the façade of any principal building, up to a maximum of 800 square feet per principal building, shall be visible from all public vantage points during times of the year when deciduous vegetation retains its foliage. For purposes of this sub-section, “principal buildings” shall be understood to include commercial sporting camps, main lodges for the serving of meals and for socializing by guests, cabins (including housekeeping and

outpost cabins), back country huts, remote rental cabins and other structures or parts thereof used for housing guests, owners and/or employees, but do not include accessory structures such as wood sheds, equipment storage facilities and other utility buildings. No portion of the façade of accessory structures shall be visible from public vantage points.

Within all other development areas, no more than an aggregate of 800 square feet of the façade of all structures on any single lot is visible from all public vantage points during times of the year when deciduous vegetation retains its foliage.

(b) Silhouetted Perimeters. No portion of the silhouetted perimeter of any structure shall be visible as an unbroken line from public vantage points during times of the year when deciduous vegetation retains its foliage other than the silhouetted perimeter of the roofline, but only if vegetation substantially similar in density, size and species to surrounding vegetation exists behind the structure and is visible above the roofline from the affected public vantage point. A silhouetted perimeter shall be considered "broken" if it is intersected multiple times by substantial limbs and foliage so that no more than six feet of length can be perceived from the public vantage point(s) as a continuous line or edge.

(c) Cleared Openings. No cleared openings shall be visible from public vantage points. For purposes of this sub-section, a cleared opening shall be presumed to be not visible if (i) a vegetative buffer exists between a cleared opening and a public vantage point, as illustrated below, and (ii) this vegetative buffer is of a sufficient height, density and composition to cause the cleared opening to be visually indistinct.

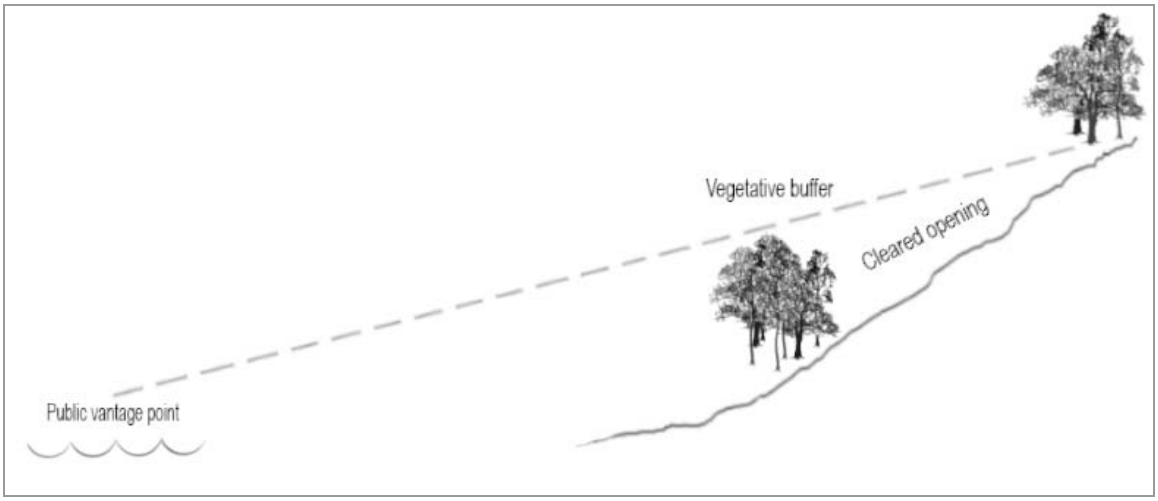


Figure 10.25,E-1. Illustration (not to scale) of a vegetative buffer between a cleared opening and a public vantage point intended to render the cleared opening visually indistinct.

(d) Preview Clearing Widths. Notwithstanding sub-sections (a) through (c) above, the width of any preview clearing shall not exceed the narrower of 10 feet or the maximum width that would not cause the allowed façade and silhouetted perimeter exposures set forth in sub-sections (a) and (b) above to be exceeded.

(2) Waivers to Vegetation Clearing Standards

(a) Waivers to Façades, Silhouetted Perimeters and/or Cleared Opening Standards due to Visual Obstructions or Elevation Differences

Within all development areas and within the lands covered by the Moosehead Region Conservation Easement, the vegetation clearing standards of Section 10.25,E,1,D,(1),(a) and/or (b) and/or(c), above, shall be waived by the Commission if it can be demonstrated to the Commission's satisfaction that:

(i) Development is completely visually obstructed from public vantage points by topographic features or other existing natural conditions (such as slope or vegetation) that create visually obstructing conditions at least as effective as the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)-(c). In such cases, at the time of filing of a subdivision or development permit application, the applicant must demonstrate that these obstructing features or conditions will not be altered by any permitted uses; or

(ii) Development is proposed to be located at such a lower elevation than the public vantage points from which it could be viewed that existing vegetation conditions cannot meaningfully screen the views from these elevated public vantage points.

(b) Waivers to Façades and/or Silhouetted Perimeters Standards

Within all development areas except for the D-MH-PR zone in Lily Bay Township, the vegetation clearing standards of Section 10.25,E,1,D,(1),(a) and/or (b), above, shall be waived by the Commission if it can be demonstrated to the Commission's satisfaction that, at the time of filing of a subdivision or development permit application:

(i) Some or all of the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)- (b) cannot be met either due to removal of vegetation that occurred prior to May 20, 2009, or as a result of removal of storm-damaged, diseased, unsafe or dead trees subsequent to May 20, 2009;

(ii) Any portion of the subdivision or development site that needs to be vegetated in order for the proposed development to meet the standards of Section 10.25,E,1 D(1)(a)-(b) contains a minimum of 300 well-distributed trees greater than 2 inches in diameter (as measured at breast height) per acre, with softwood trees at least 10 feet in height and hardwood trees at least 20 feet in height;

(iii) Based on projected regeneration and growth rates, the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)-(b) will be met within 10 years; and

(iv) The development is located, designed and landscaped so as to comply with the vegetation clearing standards of Section10.25,E,1,D,(1),(a)(b) to the greatest extent practicable.

In such cases, no further vegetation may be removed from the affected area, except to encourage regeneration of a well-distributed stand of vegetation, until the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)-(b) are met and can be maintained.

This sub-section (b) notwithstanding, if a natural disaster destroys vegetation on an approved subdivision lot or development site or a structure built in conformance with the vegetation clearing

standards of Section 10.25,E,1,D,(1),(a)-(c) such that some or all of the vegetation needed for said lot or structure to meet these standards is no longer in place, a building or development permit nonetheless may be issued to build on the previously approved lot or to rebuild the previously approved structure. In such cases, no further vegetation may be removed from the area affected by the natural disaster, except to encourage regeneration of a well-distributed stand of vegetation, until the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)-(c) are once again met and can be maintained.

(c) Waivers to Cleared Openings Standard

Within all development areas except for the D-MH-PR zone in Lily Bay Township, the vegetation clearing standard of Section 10.25,E,1,D,(1),(c), above, shall be waived by the Commission for cleared openings other than those located within the line of sight between a public vantage point and a structure, if it can be demonstrated to the Commission's satisfaction that, at the time of filing of a subdivision or development permit application:

(i) The vegetation clearing standard of Section 10.25,E,1,D,(1),(c) cannot be met either due to removal of vegetation that occurred prior to May 20, 2009 or as a result of removal of storm-damaged, diseased, unsafe or dead trees subsequent to May 20, 2009; and

(ii) Based on projected regeneration and growth rates, the vegetation clearing standard of Section 10.25,E,1,D,(1),(c) will be met within 10 years.

In such cases, the cleared opening(s) may be maintained; however, other than to assist in the regeneration of a well-distributed stand of trees, no further vegetation may be removed from any vegetative buffers until the vegetation clearing standard of Section 10.25,E,1,D,(1),(c) is met and can be maintained.

(d) Waivers to Façades, Silhouetted Perimeters and/or Cleared Openings Standards for Certain Development

Within all development areas except for the D-MH-PR zone in Lily Bay Township, the Commission shall waive the vegetation clearing standards of Section 10.25,E,1,D,(1),(a) and/or (b) and/or (c), above, for a particular non-residential structure or facility (such as a recreational facility, a non-residential element of a resort core, or a community center described in Section II, Sub-Chapter III, 10.25,Q,3), a multi-family dwelling, or any structure within a compact residential development, if at the time of filing of a subdivision or development permit application it can be demonstrated to the Commission's satisfaction that:

(i) In order to meet the structure's or facility's intended function, it must be designed in a manner whereby it cannot meet some or all of the vegetation clearing standards of Section 10.25,E,1,D,(1),(a)-(c); and

(ii) In locating and designing the structure or facility, and in conducting vegetation clearing activities, the applicant has taken all reasonable measures to cause the façades, silhouetted perimeters and cleared openings to be visually subordinate.

This waiver shall not apply to single-family dwelling units, unless such units are part of a grouping that qualifies as compact residential development.

E. Replacement of Removed Vegetation

(1) Where natural vegetation is removed within the required vegetative buffer strip of any flowing water, body of standing water, tidal water, or public roadway, it shall be replaced by other vegetation (except where the area cleared is built upon) that is effective in preventing erosion and retaining natural beauty.

(2) Where new vegetation is planted, either to fulfill the requirements of sub-section (1) above or otherwise, such vegetation must comprise only native species similar to surrounding vegetation to avoid creating contrasting visual elements and increase chances of survival of planted vegetation.

F. Construction Materials and Building Design

Structures, facilities and uses identified in Section 10.25,E,1,B, above, shall be designed such that exterior colors, reflectivity, mass, height and exterior lighting result in the structures blending, and not noticeably contrasting, with their setting. Specifically:

(1) Colors. The exterior colors of structures, including but not limited to siding, roofing, retaining structures, foundations, trim, gutters, vents and chimneys, shall be dark tones naturally found at the specific site or the surrounding landscape. A proposed color palette shall be submitted to the Commission as part of any subdivision or development permit application, and a color palette acceptable to the Commission shall be included as a condition of approval of any such subdivision or development permit.

(2) Reflectivity. Structures shall use low or non-reflective exterior building materials, including but not limited to siding, roofing, retaining structures, foundations, trim, gutters, vents and chimneys. The exterior side of windows facing any public vantage points shall have a visible light reflectivity rating of less than 11 percent. If a highly reflective material, such as aluminum or other smooth metal, must be used for an essential component of the structure because no other material is reasonably available for that component, its reflectivity shall be reduced to the greatest extent practicable by, for example, painting it with eggshell or flat paint from the approved color palette, boxing in the component with non-reflective material, or using a textured or pre-weathered version of the component.

(3) Mass. Structures to which any waivers pursuant to Section 10.25,E,1,D,(2) apply shall use techniques that reduce the perceived size of the structure, such as, by way of example only, varying the floor elevations and heights of buildings, stepping the structure down the slope, dividing the structure into smaller modules, breaking rooflines into a series of smaller components, sloping the roof in the direction and general angle of the natural slope of the lot, modulating building walls to avoid a single monolithic shape, and incorporating architectural features to create shadows across and break up the structure's façade.

(4) Height. All structures shall adhere to the maximum building height requirements of Section II, Sub-Chapter III, 10.26,F.

(5) Exterior Lighting. Development shall adhere to the exterior lighting standards of Section II, Sub-Chapter III, 10.25,F,2.

G. Location and Design of Linear Infrastructure

Roads, driveways, utility corridors, and other similar linear infrastructure identified in Section 10.25,E,1,B above shall be located and designed so as to (1) reasonably minimize the visibility of corridor openings from public vantage points (by, for example, following topographic contours where possible) and (2) meet the color and reflectivity standards of Section 10.25,E,1,F,(1) and F(2) for any retaining walls, poles and other similar construction features that are visible from public vantage points.

H. Ridgeline Preservation

If a site includes a ridge elevated above surrounding areas, development identified in Section 10.25,E,1,B above, shall be located and designed, and vegetation clearing shall be conducted, to preserve the natural character of the ridgeline.

10.25,F: NOISE AND LIGHTING

1. Noise.

   a. The maximum permissible sound pressure level of any continuous, regular or frequent source of sound produced by any commercial, industrial and other non-residential development shall be as established by the time period and type of land use zone listed below. Sound pressure levels shall be measured at all land use zone boundary lines, at a height of at least 4 feet above the ground surface. The levels specified below may be exceeded by 10 dB(A) for a single period, no longer than 15 minutes per day.

Zone	7:00 AM to 7:00 PM	7:00 PM to 7:00 AM
D-MH-CI	70 dB(A)	65 dB(A)
D-MH-RT	65 dB(A)	55 dB(A)
All Other Zones	55 dB(A)	45 dB(A)

Table 10.25,F-1. Sound pressure level limits.

   b. The following activities are exempt from the requirements of Section 10.25,F,1,a:
      (1) Sounds emanating from construction-related activities conducted between 7:00 A.M. and 7:00 P.M.;
      (2) Sounds emanating from safety signals, warning devices, emergency pressure relief valves, and other emergency activities; and
      (3) Sounds emanating from traffic on roadways or other transportation facilities.

2. Lighting standards for exterior light levels, glare reduction, and energy conservation.

   a. All residential, commercial and industrial building exterior lighting fixtures will be full cut-off, except for incandescent lights of less than 160 watts, or any other light less than 60 watts. Full cut-off fixtures are those that project no more than 2.5% of light above the horizontal plane of the luminary's lowest part. Figure 10.25,F-1 illustrates a cut-off fixture as defined by the Illuminating Engineering Society of North America (IESNA).

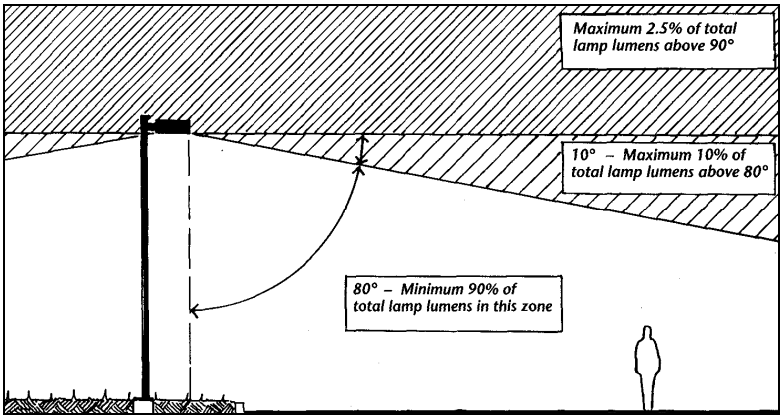


Figure 10.25,F-1. Cut-off fixture as defined by IESNA.

Light fixtures mounted on gasoline station or convenience store canopies shall be recessed so that fixtures are flush with the canopy. Alternatively, canopies may be indirectly lit using light beamed upward and then reflected down from the underside of the canopy. In this case light fixtures must be shielded so that direct illumination is focused exclusively on the underside of the canopy.

b. All exterior lighting shall be designed, located, installed and directed in such a manner as to illuminate only the target area, to the extent practicable. No activity shall produce a strong, dazzling light or reflection of that light beyond lot lines onto neighboring properties, onto public vantage points, or onto any roadway so as to impair the vision of the driver of any vehicle upon that roadway or to create nuisance conditions.

In addition to all other requirements, exterior lighting on residential lots shall comply with the following standards:

(1) All light features shall be hooded and angled at least 45 degrees toward the ground;
(2) No light may escape from above the horizontal plane of the fixture, and no light source (e.g., bulbs) may be visible from outside the hood;
(3) Spot lights are prohibited;
(4) Flood lights shall be hooded, have motion-detecting activation features, and may illuminate functional areas only (e.g. garage doors, storage areas, walks, and drives);
(5) No light fixtures may be located above any eave line or parapet wall, or more than 21 feet above the ground; and
(6) No landscaping lighting, continuously illuminated floodlights, continuously illuminated bulbs stronger than 75 watts, or exposed bulbs may be used on any lot.

c. For commercial, industrial and other non-residential development, all non-essential lighting shall be turned off after business hours, leaving only the minimal necessary lighting for site security. The term “non-essential” applies, without limitation, to display, aesthetic and, unless required for security or wayfinding, parking lighting.

d. In addition to the lighting standards in Section 10.25,F,2, lighted signs shall also comply with the standards in Section 10.27,J.

e. The following activities are exempt from the lighting standards of Section 10.25,F,2,a through d:

(1) Roadway and airport lighting;
(2) Temporary fair, event, or civic uses; and
(3) Emergency lighting, provided it is temporary and is discontinued upon termination of the work.

10.25,Q,1: SUBDIVISIONS AND LAND TRANSFERS

A. Purpose and Scope

For purposes of this Concept Plan, Plum Creek proposes to accept, and the Commission agrees to impose, certain limitations on the division and transfer of land within the Concept Plan Area beyond those set forth in 12 M.R.S.A. §682(2-A) and §682-B. Specifically, Plum Creek proposes and the Commission hereby accepts (1) an amended definition of "subdivision" contained in Section 10.02 of this addendum, and (2) the provisions contained in Section 10.25,Q,1,B, below, which set forth certain timing restrictions on the transfer of property within the Concept Plan area and the circumstances under which subdivision permit approval from the Commission is and is not required. These provisions shall govern subdivisions and land transfers for the term of this Concept Plan.

B. Timing Restrictions on Land Transfers; Circumstances Under Which Commission Subdivision Review Is and Is Not Required

For purposes of this sub-section "transfer" shall mean the conveyance of land to a successor-in-interest, whether accomplished by platting for immediate or future sale, by sale of land or by leasing, or any other form of conveyance.

(1) Land covered by the Moosehead Region Conservation Easement. The transfer of any parcel of land covered by the Moosehead Region Conservation Easement ("Easement") shall be governed by the terms and conditions of the Easement. Any divisions of the land covered by the Easement that occur subsequent to the effective date of this Concept Plan and are accomplished pursuant to the terms and conditions of that easement shall be exempt from Commission subdivision review.[6]

(2) Land within Development Areas. No existing parcel of land located within any development area may be transferred, and no subdivision (whether accomplished via the division of land or the placement of dwelling units on land) within any development area is allowed unless the existing parcel or the subdivision (a) has been authorized by the Commission through issuance of a subdivision permit or (b) is exempt from Commission subdivision review pursuant to Section 10.25,Q,1,B,(3) below.

(3) Exemptions from Commission subdivision review. For purposes of this Concept Plan, lots or parcels located within a development area may be divided and transferred without prior Commission subdivision approval only under the following circumstances[7]:

(a) Intercompany transfers. One or more lots or parcels transferred from a parent company to a subsidiary, from a subsidiary to its parent, or between affiliate entities which are owned by a common parent.[8]

---

[6] However, uses and structures that occur on the lands covered by the Easement must comply with applicable Commission standards and other development permit requirements.

[7] However, uses and structures that occur on any exempt lots or parcels must comply with applicable Commission standards and other permit requirements (such as, for example, long-term development plan approvals pursuant to Section II, Sub-Chapter IV, 10.29; development permit approvals for non-residential structures and uses; and subdivision approvals for any subsequent non-exempt land divisions).

[8] If an intercompany transfer results in the division into two or more parcels of any development area or sub-area that is subject to a long-term development plan pursuant to Section II, Sub-Chapter IV, 10.29, a long-term development plan must nonetheless be filed for the entirety of the development area or sub-area, with such filing made jointly by all successors-in-interest.

(b) Bulk transfers. One or more lots or parcels transferred to a successor-in-interest, so long as one of the following conditions are met:

(i) Within any development area or sub-area where long-term development plan approval pursuant to Section II, Sub-Chapter IV, 10.29 is either not required or has not yet been granted by the Commission, the transfer comprises 100% of the land within the development area or sub-area and is transferred in a single transaction to a sole successor-in-interest; or

(ii) Within any development area or sub-area where long-term development plan approval pursuant to Section II, Sub-Chapter IV, 10.29 is required and has been granted by the Commission, the transfer comprises at least 500 contiguous acres of land within the development area or sub-area and is transferred in a single transaction to a sole successor-in-interest.[9]

(c) Divisions by Court Order. Divisions and transfers of land accomplished solely by court order.

(d) Renewals of leases.[10] The renewal of a lease created subsequent to May 20, 2009 that is within a Commission approved subdivision.

[9] In such cases, any successor-in-interest must comply with the terms and conditions of the approved long-term development plan in existence at the time of the transfer.

[10] The renewal of a lease or the transfer of a leased lot listed in Exhibit D of the Moosehead Region Conservation Easement (attached as Appendix C to this Concept Plan) that is a legally existing lot or parcel does not require prior Commission subdivision approval. However, pursuant to Section II, Sub-Chapter IV, 10.34, subdivision of these leased lots is prohibited.

10.25,Q,3: LAYOUT AND DESIGN FOR ALL SUBDIVISIONS

A. Purpose and Scope; Applicability

The standards of this Section 10.25,Q,3 are intended to (1) provide the applicant with clarity and certainty, for the 30-year term of the Concept Plan, as to the meaning of certain general criteria contained in Section 10.25,Q,3,a and b of the Commission's *Land Use Districts and Standards* in effect at the time of the effective date of this Concept Plan, and (2) further provide an applicant with the knowledge that subdivisions that meet these standards shall satisfy the general requirements contained in Section 10.25,Q,3,a and b. As such, this Concept Plan replaces Section 10.25,Q,3,a and b of the Commission's *Land Use Districts and Standards* in effect at the time of the effective date of this Concept Plan with the standards contained herein.

The standards contained herein must be met for all subdivisions in the development areas of this Concept Plan, except that the requirements of Section 10.25,Q,3,B,4-6, below, shall not apply to any of the following subdivisions:

1. Non-residential subdivisions;

2. In Resort Development (D-MH-RT) zones, subdivisions within the boundaries of a resort core that has been approved as part of a long-term development plan pursuant to Section II, Sub-Chapter IV, 10.29, if said resort core has a total area of 150 acres or less; or

3. In Resort Development (D-MH-RT) zones, subdivisions, the outer boundaries of which are located no farther than 1,320 feet from the boundaries of a resort core that have been approved as part of a long-term development plan pursuant to Section II, Sub-Chapter IV, 10.29, so long as (a) said resort core has a total area of 150 acres or less, and (b) the residents and guests of these subdivisions have the legal right to access the hospitality amenities and recreation facilities that are part of said resort core.

B. Review Criteria

1. Subdivisions, including lots, structures, roads, driveways, open space, and infrastructure, shall be laid out to harmoniously fit into the natural environment and shall cause no undue adverse impact on existing surrounding uses. When determining "harmonious fit", the Commission shall consider the existing character of the surrounding area, potential for conflict with surrounding uses, proposed driveway and roadway locations, and proposed lot sizes, among other factors.

2. Subdivisions shall be laid out to avoid the linear placement of lots and driveways along roadways or shorelines.

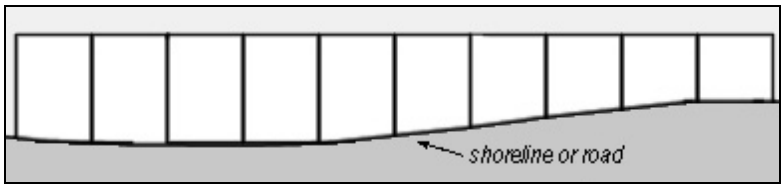


Figure 10.25,Q-3. Linear placement of lots along roadways or shorelines.

3. Subdivisions shall be located in a manner consistent with an approved long-term development plan in those areas in which a long-term development plan is required, pursuant to Section II, Sub-Chapter IV, 10.29.

4. Subdivision lots shall be laid out in relation to a common space within the subdivision (hereinafter "community center") for the purpose of enabling the following functions:

   a. Safe, convenient vehicular and pedestrian circulation and wayfinding, including by emergency vehicles, service vehicles, residents and guests;

   b. Usable, common space that (i) serves a common use by the residents of the subdivision, (ii) is accessible to each lot in the subdivision, and (iii) is of sufficient size to fulfill the use for which it is designed, taking into consideration the number of lots it will serve and the physical characteristics of the land; and

   c. Community observation and reporting of crime, fire and other public safety concerns.

5. A subdivision shall be deemed to have satisfied the criteria of sub-sections 2 and 4, above, if its design and layout adheres to all of the following provisions:

   a. The subdivision has two or more road connections to the access road(s) that collect(s) vehicular traffic traveling to and from the subdivision;

   b. No subdivision road has a dead end that is more than 2,500 feet from an intersecting road;

   c. No lot is more than 1,320 feet from an intersection of pathways (whether roads designed for vehicles or trails designed for pedestrians, bicycles, or recreation); and

   d. The subdivision is organized into one or more groups of lots such that each lot in a group is located within 1,320 feet of a community center that:

      i. Serves a common use by the residents of the subdivision, such as, without limitation, a recreational use (for example, park, picnic area, playground, clubhouse, or docking facility with associated open space), a meeting space with associated open space, or a civic use (for example, a fire station or senior center) with associated open space. A community center may be used for subsurface wastewater disposal, provided that sufficient land is reserved for other common purposes;

      ii. Is part of the commonly owned land of the subdivision maintained by the subdivision's homeowners' association formed pursuant to Section I.E.1.d of this Concept Plan;

      iii. Is the larger of 40,000 square feet or 2,000 square feet per lot in the group of lots being served, and is otherwise sufficiently sized to fulfill the use for which it is designed;

      iv. Has a geometric shape that is not linear. The shape may be irregular to conform to the physical attributes of the site but shall have sufficient length and depth to meet the community center's purpose. Such linear functions as a trail or a golf course fairway, or a lot that is more than five times longer than it is wide, shall not constitute a community center;

v. Is either bounded by roads and/or well-defined pathways along at least two sides, or is formed at the intersection of at least two roads and/or well-defined pathways. If bounded by roads or pathways, subdivision lots shall adjoin the road or pathway for the length of this boundary to the extent that natural features allow; and

vi. Is accessible to all subdivision lots or units via developed roads or pathways.

6. Should an applicant propose a subdivision layout that does not adhere to all of the provisions of Section 10.25,Q,3,B,5, the requirements of Section 10.25,Q,3,B,4 may be met if the applicant demonstrates to the Commission's satisfaction that the lots in the proposed subdivision layout are organized into one or more groupings such that each lot in a grouping has a physical and functional relationship to a community center that fulfills all of the functions specified in Section 10.25,Q,3,B,4,a through c, above.

C. Illustrative Subdivision Designs

The sketch below is not prescriptive, but rather is intended to illustrate certain subdivision layout and design provisions described in Section 10.25,Q,3,B,5 that help to promote circulation, access to usable, common space, and natural opportunities for public safety surveillance. Many subdivision layouts consistent with the provisions of Section 10.25,Q,3,B,5 are possible, and the Commission will evaluate all subdivision proposals against the review criteria in sub-section B, as well as the terms, conditions and provisions of this Concept Plan and the relevant statutory and regulatory criteria.

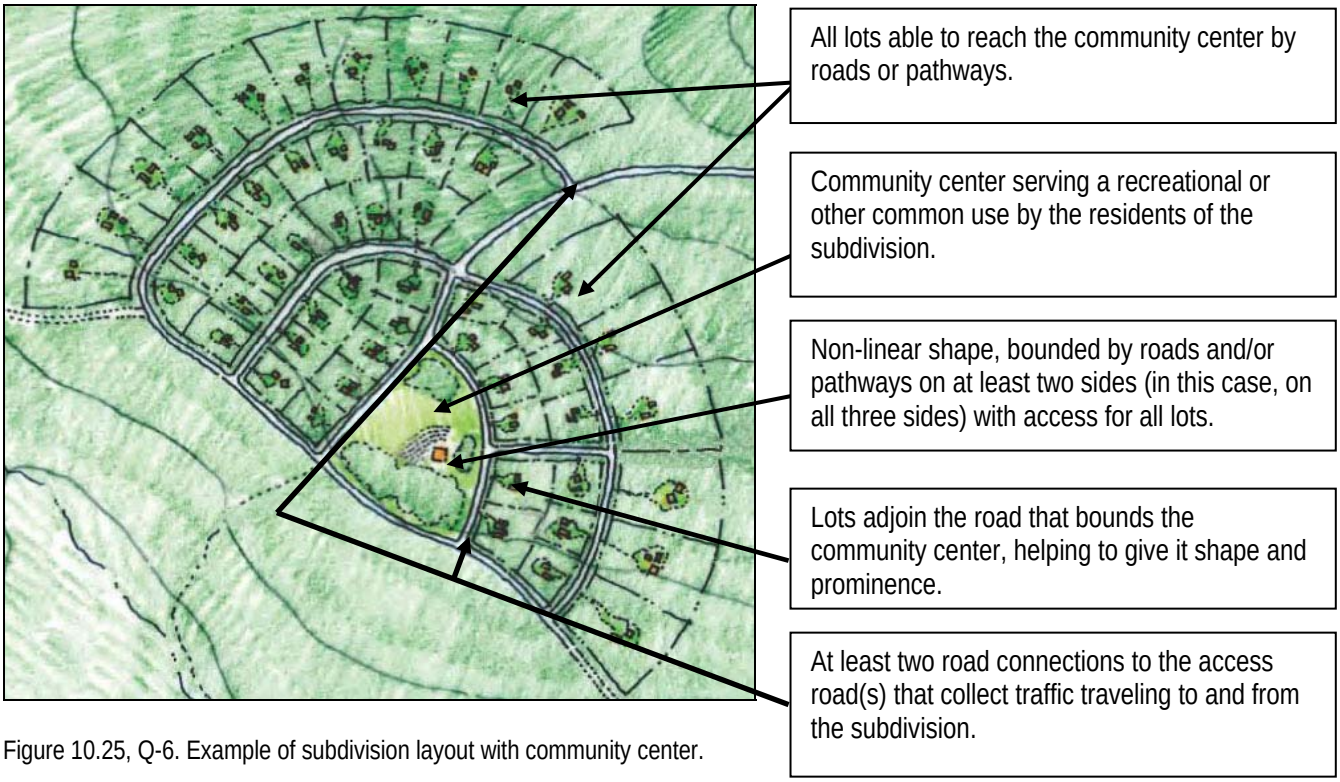


Figure 10.25, Q-6. Example of subdivision layout with community center.

10.26 Dimensional Requirements

The following dimensional requirements apply to all lots on which structural development is proposed unless otherwise provided in Section 10.26,G, below, or in any other exceptions to these dimensional requirements in the LURC amendable provisions (currently in Section 10.26,G of the Commission's *Land Use Districts and Standards*).

A. Minimum Lot Size

1. Residential Uses. The minimum lot size for single-family and two-family dwellings is 20,000 square feet per dwelling unit. The minimum lot size for multi-family dwellings involving one or more buildings is 40,000 square feet.

2. Commercial, industrial, and other non-residential uses. The minimum lot size for commercial, industrial, and other non-residential uses involving one or more buildings is 40,000 square feet.

B. Minimum Shoreline Frontage

1. For lots fronting on a flowing water draining more than 2 square miles but less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, the minimum shoreline frontage shall be:
   a. 150 feet per dwelling unit for single-family dwellings;
   b. 200 feet for two- or multi-family dwellings per building; and
   c. 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings.

2. For lots fronting on a flowing water draining 50 square miles or more or a body of standing water 10 acres or greater in size, the minimum shoreline frontage shall be:
   a. 150 feet per dwelling unit for single-family dwellings;
   b. 300 feet for two- or multi-family dwellings per building; and
   c. 300 feet for commercial, industrial, and other non-residential uses involving one or more buildings.

3. In the case of a lot which borders more than one water body, the shoreline frontage requirement must be met on each water body bordered by the lot.

4. Frontage shall be measured in a straight line between the points of intersection of side lot lines with the normal high water mark of the shoreline.

5. The minimum width of any portion of any lot within 100 feet, horizontal distance, of the normal high water mark of a water body shall be equal to or greater than the applicable minimum shoreline frontage requirement.

6. The shoreline frontage may be waived to no less than 200 feet for public boat launches where the applicant demonstrates there will be no undue adverse impact to surrounding uses.

C. Minimum Road Frontage

1. The minimum road frontage shall be:
   a. 100 feet per dwelling unit for single-family and dwellings;
   b. 200 feet for two- or multi-family dwellings per building; and
   c. 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings.

2. These requirements apply to any privately or publicly owned road that is used for public access, including roads used by the public for which a toll is paid.

3. Where the lot is located at the end of a road or on a circular turnaround with an outside diameter of less than 25 feet, the road frontage requirements shall not apply.

4. Frontage shall be measured along the traveled portion of the road between the points of intersection of side lot lines with the traveled portion of the road.

5. In the case of a lot which borders more than one road, the road frontage requirement must be met on at least one road bordered by the lot.

D. Minimum Setbacks

1. The minimum setbacks for structures other than those described in Section 10.26,D,2 are:
   a. 75 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, and from the upland edge of wetlands designated as P-WL1 subdistricts;
   b. 100 feet from the nearest shoreline of a flowing water draining 50 square miles or more and of a body of standing water 10 acres or greater in size;
   c. 50 feet from the traveled portion of the nearest roadway; and
   d. 15 feet from side and rear property lines.

   These setbacks also apply to all parking areas associated with single-family residential uses, parking areas for trailered ramps or hand-carry launches, and those structures within a sporting camp complex constructed solely for the housing of guests.

2. The minimum setbacks for multi-family dwellings and commercial, industrial, and other non-residential principal and accessory structures are:
   a. 100 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, and from the upland edge of wetlands designated as P-WL1 subdistricts;
   b. 150 feet from the nearest shoreline of a flowing water draining 50 square miles or more and a body of standing water 10 acres or greater in size;
   c. 75 feet from the traveled portion of the nearest roadway; and
   d. 25 feet from the side and rear property lines.

   Except as provided for in Section 10.26,D,1 above, these setbacks also apply to all parking areas associated with multi-family dwellings and commercial, industrial, and other non-residential uses, and all other structures within a sporting camp complex, including, but not limited to, a main lodge, dining area, workshop and parking area.

3. These requirements apply to any privately or publicly owned road that is used for public access, including roads used by the public for which a toll is paid.

4. Campsites shall be set back such that the area designed for camping, including cleared or graded areas, fire rings, tables, and related construction, is at least 75 feet from shoreline, 50 feet from roads, and 25 feet from property lines. Remote campsites shall be set back at least 50 feet from roads, 25 feet from property lines, and 25 feet from shorelines, except that the Commission may require a greater setback from shorelines for remote campsites where necessary due to site conditions in order to avoid accelerated soil erosion or sedimentation of surface waters.

E. Maximum Lot Coverage

1. The maximum lot coverage shall be 30% for all uses involving one or more buildings.

2. "Coverage" shall be calculated by determining the percentage of lot area covered by all structures including paved driveways, sidewalks, parking lots and other impervious surfaces.

F. Maximum Building Height

1. Except as provided for in Section 10.26,F,2 below, the maximum building height shall be:

   a. 35 feet for single-family dwellings, two-family dwellings, multi-family dwellings and accessory structures, where the average original cross slope is 8% or less;

   b. 35 feet plus four inches for each full percent that the average original cross slope exceeds 8%, not to exceed 40 feet, for single-family dwellings, two-family dwellings and multi-family dwellings; and

   c. Determined as part of the Commission's approval of a Long-term Development Plan pursuant to Section II, Sub-Chapter IV, 10.29 of this Concept Plan, but not to exceed 60 feet for commercial, industrial, and other non-residential uses involving one or more buildings, except that the maximum building height for any structure in a Primitive Resort Development (D-MH-PR) Zone shall be 35 feet.

   For purposes of this sub-section, "cross slope" means the gradient, in percent, of the natural terrain measured perpendicular to the contours through a building's footprint.

2. Structures within 500 feet of the normal high water mark of a body of standing water 10 acres or greater shall be no higher than 30 feet.

3. Features of buildings which contain no floor area such as chimneys, towers, ventilators and spires may exceed these maximum heights with the Commission's approval.

G. Exceptions to Dimensional Requirements

14.A. The Commission may reduce the minimum lot size, minimum shoreline frontage, minimum road frontage, minimum setbacks and/or maximum lot coverage for individual lots and buildings in either a compact residential development or within a resort core, approved as part of a Long-term Development Plan pursuant to Section II, Sub-Chapter IV, 10.29, that has a total area of 150 acres or less.

14.B. The Commission may reduce the minimum shoreline frontage for individual lots in a subdivision if the applicant demonstrates to the Commission's satisfaction that the proposed subdivision layout and design uses land efficiently through the careful layout and design of shore lots, back lots and community center(s) pursuant to Section II, Sub-Chapter III, 10.25,Q,3, and the utilization of common points of access to shore areas, while protecting the natural resources and features of the site.

10.27 Activity-Specific Standards

This Concept Plan replaces the following sub-sections of the Commission's *Land Use Districts and Standards* in effect at the time of the effective date of this Concept Plan with the standards established herein.

B. Vegetation Clearing

This Concept Plan replaces Section 10.27,B of the Commission's *Land Use Districts and Standards* in effect at the time of the effective date of this Concept Plan with the standards established in Section II, Sub-Chapter III, 10.25,E,1.

F. Filling and Grading

3. Clearing of areas to be filled or graded is subject to the vegetation clearing standards of Section 10.25,E,1 of this Concept Plan.

J. Signs

1.o.(1) On-premise signs shall not exceed in size the area limitations set forth below:

Zones	Maximum Size for Each Individual Sign (square feet)	Maximum Aggregate Area of all Signs for Facility Being Advertised (square feet)
D-MH-CI, D-MH-RT and M-MH-GN	32	64
D-MH-PR, D-MH-RS1 and all Protection Subdistricts	8	16

Sub-Chapter IV
SUPPLEMENTAL REVIEW PROCESSES AND REQUIREMENTS

10.28 Limitations on Numbers of Units and Unit Sequencing Requirements

A. Purpose

This Section establishes (1) limitations on the numbers of units that may be authorized within the Concept Plan area during the 30-year term of this Concept Plan, and (2) unit sequencing requirements within certain development areas.

For purposes of this Section 10.28, "units" consist of:

(1) Dwelling units (including single-family dwellings, two-family dwellings, multi-family dwellings, accessory structures intended for human habitation that have plumbing, bed and breakfast facilities, condominiums, townhouses, caretaker/manager housing, employee housing, affordable housing, and remote camps); and

(2) Overnight accommodation units within commercial lodging establishments (such as a room, suite or housekeeping cabin).

B. Limitations on Numbers of Units

For purposes of this sub-section B, a unit shall be deemed "approved" when (a) for residential development, a subdivision permit has been issued by the Commission authorizing the parcel upon which the unit will be placed, or (b) for non-residential development, a development permit has been issued by the Commission authorizing the commercial lodging establishment within which the unit is to be placed.

1. Concept Plan Limitation on Units
   The number of units approved in all Development Areas during the 30-year term of this Concept Plan shall not exceed 2,025 ("total unit cap").

2. Limitations on Units by Development Area

   (a) Capped Development Areas: The number of units approved within each of the development areas listed below ("capped development areas") shall not exceed the following maximums ("unit sub-caps"):

Capped Development Areas	Unit Sub-Cap
Brassua Lake Development Area	300
Commercial/Industrial Development Area	0
Lily Bay Development Area	404
Long Pond Development Area	55
Upper Wilson Pond Development Area	32

No additional units from other development areas may be transferred into any of these capped development areas.

(b) Big Moose Mountain Development Area: Except if the unit sequencing requirements of sub-section C.1.(a)-(b), below, are waived pursuant to sub-section C.1.(c), below, the number of units approved within the Big Moose Mountain Development Area shall not exceed 800 units ("unit sub-cap of 800") until 160 short-term visitor accommodation units have been constructed within the development area. Thereafter, any number of additional units from other development areas may be transferred into the Big Moose Mountain Development Area over and above the unit sub-cap of 800.

(c) Uncapped Development Areas: The Beaver Cove, Moose Bay, Rockwood/Blue Ridge and Route 6/15 Corridor Development Areas do not have unit sub-caps ("uncapped development areas"). Thus, the number of units may fluctuate among these uncapped development areas, and units from other development areas may be transferred to these uncapped development areas, as long as the total unit cap is not exceeded.

3. Calculating Units

For purposes of calculating limitations on numbers of units pursuant to sub-sections B.1 and B.2, above:

(a) Each single-family dwelling, each unit comprising a two-family or multi-family dwelling, each bed and breakfast facility and each accessory structure intended for human habitation that has plumbing shall count as one unit[11] except as follows:

(i) Caretaker/manager housing shall not count as units.

(ii) Employee housing shall not count as units.

(iii) Affordable housing shall not count as units for purposes of calculating the total unit cap, pursuant to sub-section 1. However, affordable housing shall count for purposes of calculating unit sub-caps pursuant to sub-section 2.(a). Such affordable housing units shall be counted in the same manner as similar dwelling units.

(b) Each room, suite, or housekeeping cabin included within a commercial lodging establishment shall count as one unit, except as follows:

(i) So long as they do not have separate kitchens, rooms that are parts of a suite shall be counted as part of a suite and not be counted as separate units, even if such rooms have separate entry and egress or may occasionally be separately rented ("lock-off rooms").

(ii) Back country huts, remote rental cabins, campgrounds, and campsites shall not count as units.

(c) Structures or facilities located within parts of the Concept Plan area covered by the Moosehead Region Conservation Easement, contained in Appendix C of this Concept Plan, shall not count as units.

[11] For example, a two-family dwelling would count as two units, a four-family condominium (multi-family dwelling) would count as four units; however, a bed and breakfast facility (which may contain up to six sleeping rooms) would count as one unit.

C. Unit Sequencing Requirements for Certain Development Areas

For purposes of this sub-section C, a unit shall be deemed "constructed" as soon as any the following actions occur: (a) a certificate of compliance is issued by the Commission confirming that the unit is legally constructed, (b) a self-certification form is filed with the Commission by the occupant of the unit, or (c) for a dwelling unit, a building value in excess of $1,000 is assessed by the Maine Revenue Service or any successor governing property tax assessment authority.

The following requirements relating to the sequencing of certain types of units shall apply to the Big Moose Mountain and Lily Bay Development Areas:

1. <u>Unit Sequencing Requirements Within the Big Moose Mountain Development Area</u>

   (a) There must be a minimum of one short-term visitor accommodation unit for every four dwelling units proposed to be developed within the Big Moose Mountain Development Area, up to the unit sub-cap of 800, as specified in sub-section B.2.(b), above.

   (b) Additional units from other development areas may be transferred into the Big Moose Mountain Development Area only after at least 160 short-term visitor accommodation units have been constructed within the Big Moose Mountain Development Area. Thereafter, the unit sequencing requirements of sub-section (a), above, shall not apply to any such transferred units.

   (c) The requirements of sub-sections (a) and (b), above, may be waived by the Commission if all units within the Big Moose Mountain Development Area are proposed to be located outside of the viewshed of Indian Pond (e.g., within the portion of the Big Moose Mountain Development Area facing Moosehead Lake, or within any portion of the Moose Bay Development Area re-designated as a D-MH-RT zone). Such a waiver shall be requested by the applicant at the time of filing of a long-term development plan or an amendment thereto, pursuant to Section II, Sub-Chapter IV,10.29 of this Concept Plan.

2. <u>Unit Sequencing Requirements Within the Lily Bay Development Area</u>

   (a) There must be a minimum of one short-term visitor accommodation unit for every eight dwelling units proposed to be developed within the Lily Bay Development Area, up to the Lily Bay Development Area unit sub-cap of 404 units, as specified in sub-section B.2.(a), above.

   (b) The Commission may approve a ratio of less than one short-term visitor accommodation unit for every eight other types of dwelling units if the applicant demonstrates, at the time of filing of a long-term development plan or an amendment thereto, that a resort core, which includes full-time management of the required hospitality amenities and recreational uses and facilities, is fully operational or will be fully operational by the time 100 dwelling units are constructed.

10.29 Long-term Development Plans

A. Purpose; Effect and Timing of Approval

This Concept Plan rezones for development certain areas where, due to the size of the area and scale of development contemplated in that area, it is highly likely that the development will occur in phases and potentially over an extended period of time. For these particular development areas or sub-areas, listed in sub-section B.2, below, the Commission has determined that the applicant must demonstrate, through Commission approval of a long-term development plan, that the overall plan of development will (1) efficiently use the land within the development area or sub-area, (2) avoid and otherwise minimize impacts to recreational resources and high value habitat features and functions, and (3) in the case of nature-based resort development, provide for resort cores, the land uses and design of which are consistent with the purpose of the Resort Development (D-MH-RT) Zone, as contained in Section II, Sub-Chapter III, 10.21,M.

Commission approval of a long-term development plan, or approval of a subsequent amendment to a long-term development plan pursuant to sub-section F, below, constitutes a formal determination by the Commission that the development proposed within the development area or sub-area meets the criteria for approval, listed in sub-section C, below (subject to such conditions as may be attached to the approval). In preparing subdivision or development permit applications subsequent to an approved long-term development plan, an applicant may rely on that approval with respect to the acceptability of the overall layout of the plan and its major elements, its phasing, its impact on existing recreational resources and high value habitat features and functions, and, in the case of resort development, its consistency with the purpose of the Resort Development (D-MH-RT) Zone.

The Commission's review and approval of a long-term development plan does not constitute a review, pre-approval, or an affirmative finding by the Commission that any subdivision or other development permit application or proposal satisfies applicable subdivision and other development review criteria, including, *inter alia,* those criteria found in 12 M.R.S.A. §685-B(4). Each subdivision and development permit application shall be individually evaluated for consistency with the approved long-term development plan, and must satisfy all relevant approval criteria in statute and the terms, conditions and provisions of this Concept Plan, including the LURC amendable provisions. For instance, the Commission's determination that a long-term development plan locates all contemplated subdivisions in a manner that avoids and otherwise minimizes impacts to high value habitat features and functions in the development area or sub-area as a whole does not relieve the applicant of the obligation to demonstrate that, for each subdivision proposed, the layout and other aspects of that particular subdivision cause no undue adverse effect on, *inter alia*, natural resources within the area proposed for the particular subdivision pursuant to 12 M.R.S.A. §685-B(4)(C).

B. Applicability, Timing of Submission, and Single Plan Requirement

1. Applicability. No structures may be constructed or uses may be undertaken in any development area or sub-area identified in Section 10.29,B,2, below, unless they are approved as part of a long-term development plan, except for:

    a. Uses Allowed Without a Permit, as identified in sub-sections 3.a of each land use zone contained in Section II, Sub-Chapter II of this Concept Plan;

    b. Uses Allowed Without a Permit Subject to Standards, as identified sub-sections 3.b of each land use zone contained in Section II, Sub-Chapter II of this Concept Plan; and

    c. Uses Requiring a Permit, as identified in sub-sections 3.c of each land use zone contained in Section II, Sub-Chapter II of this Concept Plan, that do not involve construction or expansion of structures (for example, agricultural management activities, conversion of an existing structure to a bed and breakfast facility, driveways

associated with residential or non-residential uses, Level A and Level B mineral exploration activities, major home occupations, and signs).

2. Timing of submission of Long-term Development Plans. A long-term development plan shall be submitted to the Commission prior to or concurrent with the filing of the first subdivision or development permit application for each of the following development areas or sub-areas (hereinafter, "LTDP areas"):

   a. Big Moose Mountain Development Area;
   b. South Peninsula Sub-Area within the Brassua Lake Development Area;
   c. Lily Bay Development Area;
   d. Moose Bay Development Area;
   e. Main Rockwood/Blue Ridge Sub-Area within the Rockwood/Blue Ridge Development Area; and
   f. Route 6/15 Corridor Development Area.

   Commission review of any subdivision or other development permit application shall not commence until the applicant has submitted to the Commission a long-term development plan for the LTDP area for which the applicant is seeking a permit. Further, the Commission must approve a long-term development plan prior to or concurrent with approval of the initial subdivision or other development proposed in an LTDP area.

3. Single Plan. All entities with a legal right or interest in any portion of land within an LTDP area at the time of filing of a long-term development plan, whether due to divisions or transfers of land conducted pursuant to Section II, Sub-Chapter III, 10.25,Q,1,B,(3) or otherwise, must submit a single, joint plan for the entirety of the LTDP area. The Commission shall review the long-term development plan as a whole and without consideration to divisions of ownership or any limitations created therefrom.

C. Criteria for Approval

A long-term development plan shall identify the elements of development proposed in the LTDP area for the 30-year term of this Concept Plan and their approximate locations and scale (including but not limited to residential subdivisions, non-residential development, and associated structures, roads, utilities and other infrastructure), and shall identify the approximate locations of areas that will remain undeveloped in the LTDP area for the term of this Concept Plan. The Commission will approve a long-term development plan if it finds that the proposed development elements and their associated structures, roads, utilities and other infrastructure, and all areas proposed to remain undeveloped:

1. Provide for efficient use of the land, within the limits of topographic and other physical constraints, while designing for the allowed number of units in the LTDP area by:

   a. Interconnecting roads within and, where practicable, between and among subdivisions and other development sites in an LTDP area, to facilitate safe, convenient vehicular and pedestrian access to and through the LTDP area for owners, visitors, emergency vehicles, and service vehicles;

   b. Interconnecting trails within the LTDP area and, where required by any traffic movement permits issued by the Maine Department of Transportation, outside the LTDP area, for use by owners of the development and their guests;

   c. Locating subdivisions and other development sites so as to reasonably minimize the length of roads, electrical utilities, and similar infrastructure required to serve the proposed developments;

   d. Demonstrating the feasibility of the development to comply with the requirements of Section II, Sub-Chapter III, 10.25,Q,3 at subsequent subdivision or development permit application phases; and

e. Assigning land in the LTDP area that is not proposed to be used for structures, lots, roads, utilities, and other elements of development to other purposes, such as protecting high value habitat features and functions, providing open space and recreational opportunities for the benefit of lot owners and their guests, and, in certain development areas per sub-section C.5, below, reserving developable contiguous lands to meet future community needs.

2. Avoid where possible and otherwise reasonably minimize impacts to remote, undeveloped and other significant recreational resources located within the Moosehead Lake region and outside the LTDP area. Specifically:

   a. For all LTDP areas except those containing D-MH-RT and/or D-MH-PR zones, construct new and/or preserve existing common recreational facilities[12] within the LTDP area which, due to their type, scale, and locations are reasonably likely to reduce potential overuse of off-site public recreational facilities from Concept Plan related development. (For example, recreational facilities serving a small residential subdivision might be a hand carry boat launch, picnic area and an interconnected walking trail within the subdivision area; recreational facilities serving a large residential subdivision or a group of small, proximately located subdivisions might include a trailered boat launch with adequate parking to serve those units, a meeting/recreation hall and a well-developed walking/biking trail within the subdivision(s) that is connected to existing recreational infrastructure outside the subdivision(s).)

      For subdivisions that are subject to the requirements of Section II, Sub-Chapter III, 10.25,Q,3, it shall be presumed that the criteria in this sub-section C.2.a are satisfied if the long-term development plan provides for one or more community centers that serve a common recreational use of the owners of the subdivision and their guests, and otherwise comply with the criteria for community centers, as set forth in Section II, Sub-Chapter III, 10.25,Q,3,B,4-6.

   b. For all LTDP areas containing D-MH-RT and/or D-MH-PR zones:

      (1) Construct new recreational facilities within the LTDP area which, due to their type, scale, locations, and management, are reasonably likely to avoid and otherwise minimize impacts to remote, undeveloped and other significant recreational resources located in the Moosehead Lake region and outside of the LTDP area, through the regular use of these new recreational facilities by owners of and visitors to the LTDP area; and

      (2) If, after considering (1) the required recreational elements of this Concept Plan pursuant to Section I.E., and (2) the new recreational facilities proposed to satisfy the requirements of sub-section 2.b.(1) above, it cannot be demonstrated that impacts from the resort development and its associated activities to the remote, undeveloped and other significant recreational resources located beyond the boundaries of the LTDP area will not occur, provide an enforceable mitigation plan, financial and/or otherwise, whereby the resort developer will address the impacts that will arise beyond the boundaries of the LTDP area. Such a plan may consist of a one-time impact fee or an appropriate level of annual contribution to the Moosehead Recreation Fund created pursuant to Section I.E.3 and Appendix R of the Concept Plan. Any such fee or annual contribution to the Moosehead Recreation Fund shall be considered by the Commission in its evaluation of the requirements set forth in this sub-section, regardless of whether it is being proposed in order to satisfy other requirements of this Concept Plan (such as, for example, for residential dwelling units located within the Moose Bay Development Area pursuant to the requirements in Appendix P).

[12] For purposes of this Section 10.29 only, the term "recreational facilities" as used herein shall include trails as well as recreational facilities that alter a shoreland, which are otherwise considered shoreland alterations.

3. Protect high value habitat features and functions by:

   a. Avoiding where possible and otherwise reasonably minimizing habitat fragmentation and impacts to wildlife travel corridors that exist within or intersect the LTDP area (for example, by avoiding disturbance to unique natural resources or sensitive areas such as late successional forest stands; retiring unused roads upon completion of forestry or development activities; and locating and designing development so as to not obstruct the overland movement of wildlife);

   b. Avoiding where possible and otherwise reasonably minimizing impacts to aquatic and riparian habitat function and connectivity within the LTDP area (for example, by establishing buffer protections along streams, wetland complexes and other water bodies; locating and designing water access sites and shoreland structures to avoid fragmentation of emergent or aquatic bed habitat; and locating and designing development to minimize impacts of unavoidable water crossings); and

   c. Designing and managing land that is not proposed for development in a manner so as to maintain high value habitat features and functions within the LTDP area.

4. For all LTDP areas containing D-MH-RT and/or D-MH-PR zones[13], the long-term development plan shall also:

   a. Provide for nature-based resort development that is consistent with the purpose of the D-MH-RT zone, pursuant to Section II, Sub-Chapter II, 10.21,M,1;

   b. Provide for at least one resort core in the proposed first phase of development;

   c. Provide for the requisite numbers of short-term visitor accommodation units as set forth in Section II, Sub-Chapter IV, 10.28,C;

   d. Provide employee housing for temporary and seasonal employees, as well as year-round employees if the resort operates year-round, in an amount sufficient to meet the need for such housing created by the resort development;

   e. Either (1) demonstrate that the resort development and all associated activities therewith will not contribute to a lack of affordable housing in the Moosehead Lake region beyond the boundaries of the LTDP area; or (2) include an enforceable mitigation plan, financial and/or otherwise, whereby the resort developer will address the affordable housing needs resulting from the resort development and all activities associated therewith. Such a plan may consist of a one-time impact fee or an appropriate level of annual contribution to the Affordable Housing Fund created pursuant to Section I.E.3 and Appendix Q of the Concept Plan. Any such fee or annual contribution to the Affordable Housing Fund shall be considered by the Commission in its evaluation of the requirements set forth in this sub-section, regardless of whether it is being proposed in order to satisfy other requirements of this Concept Plan (such as, for example, for residential dwelling units located within the Moose Bay Development Area pursuant to the requirements in Appendix P).

   f. Demonstrate (1) that the scale and location of all proposed resort development and associated activities will not, in the aggregate, cause an undue adverse effect to wildlife or lake resources in the Moosehead Lake region beyond the boundaries of the LTDP area (for example, from pressure on loon nesting and breeding sites, or significantly increased risk of introduction of invasive species as the result of increased boating activity), and (2) that it is feasible for the resort developer to create and administer an enforceable mitigation

[13] This includes the Big Moose Mountain and Lily Bay Development Areas. In the case of the Moose Bay Development Area, the requirements herein apply to it, or a portion thereof, if it is re-designated by the Commission as a D-MH-RT zone pursuant to Section II, Sub-Chapter II, 10.21,L.

plan, financial and/or otherwise, to address the adverse impacts to wildlife or lake resources, should the Commission determine in the context of its review of any subsequent subdivision or development permit application for development in the LTDP area that off-site mitigation is required to avoid said undue adverse effects from the development for which a permit is being sought, or said development in combination with all development previously permitted. Such a plan may consist of a one-time impact fee or an appropriate level of annual contribution to the Wildlife and Invasive Species Fund pursuant to Section I.E.3. and Appendix S of the Concept Plan. Any such fee or annual contribution to the Wildlife and Invasive Species Fund shall be considered by the Commission in its evaluation of the requirements set forth in this sub-section, regardless of whether it is being proposed in order to satisfy other requirements of this Concept Plan (such as, for example, for residential dwelling units located within the Moose Bay Development Area pursuant to the requirements in Appendix P).

g. Demonstrate that the LTDP area will be reasonably self-sufficient in providing for its water supply and wastewater disposal services, solid waste disposal, road maintenance, fire protection, and police security, either by providing for the services on-site or through contracts with providers in the region.

5. For development within the Main Rockwood/Blue Ridge and Brassua Lake South Peninsula Sub-Areas, the long-term development plan shall also reserve sufficient land that is both undeveloped and legally available within the LTDP area to meet community needs that may exist following the 30-year term of this Concept Plan. Specifically:

   a. Within the Main Rockwood/Blue Ridge Sub-Area, reserve at least 50% of potentially developable land, situated, to the extent practicable, in contiguous blocks of no less than 100 acres each and with road and other infrastructure connectivity from each contiguous block to Route 6/15, as undeveloped and legally available to meet future development and/or conservation needs.

      Should units from other development areas be proposed to be transferred into this sub-area, the applicant may, at the time of submission of a long-term development plan or an amendment thereto, petition the Commission to reduce this land reservation requirement by an amount proportionate to the acreage used by any such proposed unit transfers.

   b. Within the Brassua Lake South Peninsula Sub-Area, reserve at least 25% of potentially developable land, situated, to the extent practicable, in contiguous blocks of no less than 50 acres each with road and other infrastructure connectivity to Route 6/15, as undeveloped and legally available to meet future development and/or conservation needs.

   For purposes of this sub-section, “potentially developable land” shall be calculated by subtracting from the total acreage of the sub-area (1) portions of the sub-area subject to existing and proposed rights-of-way and other encumbrances on the land, including a reasonable projection of the area of rights-of-way within the area to be reserved, and (2) unbuildable land which includes, land that has a very low soil potential rating or contains sensitive areas such as slopes exceeding 20%, water bodies or wetlands, and then multiplying the remaining acreage by 25% or 50% accordingly.

6. For LTDP areas subject to the requirements of Section II, Sub-Chapter IV, 10.32, the long-term development plan shall also demonstrate that proposed development will comply with the applicable consultation requirements and limitations on shoreland structures and water access sites.

D. Submission Requirements

A long-term development plan submitted to the Commission shall include at least the following:

1. Submission Requirements for All Plans Submitted

Written Statements

a. A legal description of the property boundaries of the LTDP area and a statement of present and, if known at the time of submittal, proposed or anticipated ownership (including any known or anticipated bulk transfers of land).

b. A statement of how the long-term development plan meets the Criteria for Approval, supported by documentation presented in the maps, related descriptions and documents required below.

c. A statement of how development in the LTDP area will be phased, with a projection of the timing and completion of the different phases, an estimate of the percentage of land and development (by type) that will be included in each phase, and a proposed schedule for the construction of on-site recreational facilities and connections.

d. A statement of the applicant's intentions with regard to future selling or leasing or other transfers of interest of all or portions of the LTDP area. The statement should describe the types of covenants, conditions or restrictions that are proposed to be imposed upon buyers, lessees or tenants of the property, including those covenants, conditions or restrictions required by this Concept Plan.

Maps and Related Descriptions and Documents

e. A location map showing the LTDP area in the context of this Concept Plan and names of adjoining property owners.

f. Descriptions and maps of existing site conditions within the LTDP area, including:

(1) Boundaries of the LTDP area and property lines and boundaries of any protection zones within the LTDP area;

(2) Topographic contours at intervals of 20 feet or less;

(3) Soils suitability information and mapping of the entire LTDP area, as determined by a soil survey conducted at minimum to Class C soil survey requirements and level of detail, according to the "Guidelines for Maine Certified Soil Scientists for Soil Identification and Mapping" (Maine Association of Professional Soil Scientists), as may be amended from time to time;

(4) Natural conditions, including (a) mapped streams and other water bodies, (b) existing land cover types per currently available aerial photographs, (c) wetlands information and mapping per currently available site-specific investigations or National Wetlands Inventory detail where no field reconnaissance information is available, (d) known rare species and habitat occurrences, including rare and exemplary natural communities, as submitted with this Concept Plan petition or as more recently documented either by the applicant or by a governmental agency, (e) significant wildlife habitat, and results of a reconnaissance level vernal pool survey identifying the general distribution of potential vernal pools (or, if vernal pools in the area have been formally mapped by the Maine Department of Inland Fisheries and Wildlife, a copy of the Department's maps), (g) other high value habitat features and functions, including wildlife travel corridors,

late successional (100-150 years of age and older) forest stands, and nearshore emergent and aquatic bed habitats, and (f) other known unique natural conditions and features; and

(5) Existing parcels, structures, roads and other infrastructure, including the location of utility lines to be extended into the LTDP area.

g. Descriptions and maps of proposed site conditions within the LTDP area, including:

(1) Identification of the elements of development proposed for each phase of development (including but not limited to all subdivisions, residential, commercial and other non-residential development, and other improvements) within the 30-year term of this Concept Plan, and their approximate locations and scale. In D-MH-RT zones, this shall include identification of any uses and structures that the applicant proposes to incorporate as additional allowed uses in that zone pursuant to Section II, Sub-Chapter II, 10.21,M,3,c,(8);

(2) General descriptions and approximate locations of proposed infrastructure, including (a) proposed utility rights-of-way, (b) access roads shown from the intersection with existing public roads and identifying road segments to be newly constructed, existing stretches of private road to be upgraded, and existing stretches of private road to be discontinued, (b) parking areas, (c) pedestrian circulation, and (d) water supply and waste water disposal facilities, storm water management facilities, and other utility systems;

(3) General descriptions and approximate locations of open space or other land proposed to remain undeveloped and its intended purpose(s); and

(4) Any proposed connections of infrastructure described in sub-section D.1.g.(2), above, to existing infrastructure adjacent to or nearby the LTDP area.

h. General descriptions and approximate locations of existing and proposed recreational facilities located within the LTDP area, including proposed connections, if any, to existing recreational facilities located adjacent to or nearby the LTDP area for use by owners of and visitors to the LTDP area, and an explanation of how such facilities are of a type and scale, and are located, to invite regular use by the owners of and visitors to the LTDP area.

i. A description of the funding, construction and management mechanism(s) proposed to ensure that the recreational facilities identified in sub-section h, above, become functional and continue to be functional over time, and a description of the legal documents that will be used to implement the long-term management of these facilities which will be submitted as part of subsequent subdivision or development permit applications.

j. A proposal for how high value habitat features and functions will be avoided where possible and otherwise minimized, including narratives and supporting documentation describing how the proposed long-term development plan addresses: (1) potential impacts to terrestrial habitat fragmentation and impacts to wildlife travel corridors that exist within or intersect the LTDP area; (2) potential impacts to aquatic and riparian habitat function and connectivity within the LTDP area; and (3) management of land that is not proposed for development, including a description of the legal mechanisms expected to be employed for conservation of such land.

k. Statements from providers of community services, including but not limited to solid waste, septic waste disposal, fire protection and police protection, as to the capacity to serve the proposed LTDP area and of any expansion of capacity that may be required prior to build-out; and a description by the applicant of how burdens on providers may be relieved, such as, by way of example only, use of residential sprinklers and direct transport of solid waste to licensed disposal facilities.

2. Additional Submission Requirements for LTDP Areas Containing D-MH-RT and/or D-MH-PR Zones

The following additional submissions shall be included as part of any long-term development plan submitted for development within LTDP areas containing D-MH-RT and/or D-MH-PR zones:

a. Locations and descriptions of any resort cores proposed, including (1) a statement describing the structures and uses included as part of the resort core(s), the acreage and location of the resort core(s), how the core(s) meet the minimum requirements for resort cores set forth in sub-section C,4, above, and which elements of the resort core(s) will be included as part of the first subdivision and/or development permit application; (2) the locations and approximate areas, if any, reserved for expansion of the resort core or the addition of resort cores in subsequent phases; and (3) proposed land uses in an expanded resort core or in additional resort cores, including the projected number of short-term visitor accommodations within the resort core(s).

b. In the case of the Lily Bay Development Area, the requirements set forth in Section II, Sub-Chapter II, 10.21,M,3, f and g; and, if water access sites are proposed, an analysis of the boating capacity of Lily Bay pursuant to Section II, Sub-Chapter IV, 10.32,B,7, and documentation that the boating activity to be accommodated at the water access sites will not exceed that capacity or will be managed to remain within that capacity.

c. In the case of the Moose Bay Development Area, if resort development is proposed for a portion of, but not the whole of the Development Area, the location of such development in relationship to any non-resort development also proposed for this Development Area, and a description of measures to be taken to integrate both types of development and/or to resolve potential conflicts between them.

d. A description of how any proposed employee housing (either on-site or off-site) will satisfy employee housing needs that will be generated by the resort and will not be met in the nearby area absent this proposal.

e. A description of how the resort will achieve self-sufficiency (whether through direct provision or by mutual agreement with neighboring town or governmental entities) of water, sewer, solid waste disposal, and fire prevention services.

f. Documentation demonstrating how the recreational infrastructure, affordable housing, and wildlife protection needs created by the resort development and associated activities will be addressed. Specifically:

(1) Analyses, using accepted quantification methodology, of the degree to which owners of and visitors to the LTDP area will:

(a) Make use of existing, publicly owned or publicly managed outdoor recreational facilities located within the Moosehead Lake region, and how any such likely uses will contribute to the need to maintain, upgrade and/or expand such facilities;

(b) Impact wildlife resources in the Moosehead Lake region, including effects on loon nesting and breeding sites and risks of invasive species introductions, beyond the boundaries of the LTDP area; and

(c) Create unmet needs for affordable housing in the Moosehead Lake region.

(2) A statement consisting of either (a) the applicant's conclusions, based on the analyses conducted pursuant to sub-section f.(1) above, that the resort development and associated activities within the LTDP area will not contribute to the recreational, affordable housing and/or wildlife needs of the Moosehead Lake region beyond the boundaries of the LTDP area, or (2) an enforceable mitigation plan or plans, financial or otherwise, addressing the recreational, affordable housing and/or wildlife impacts beyond the boundaries of

the LTDP area as a result of the resort development and all activities associated therewith. Such a plan or plans may consist of a one-time impact fee or an appropriate level of annual contribution to the Moosehead Recreation Fund, Wildlife and Invasive Species Fund, and/or the Affordable Housing Fund.

3. Additional Submission Requirements for the Main Rockwood/Blue Ridge and Brassua Lake South Peninsula Sub-Areas

   The following additional submissions shall be included as part of any long-term development plan submitted for the Main Rockwood/Blue Ridge or Brassua Lake South Peninsula Sub-Areas:

   a. Locations and acreage of developable land within the sub-area outside of anticipated subdivision and other development boundaries and that will be available to meet needs beyond the 30-year term of this Concept Plan, pursuant to the requirements set forth in sub-section C.5, above.

4. Additional Submission Requirements for LTDP areas Proposing Shoreland Structures or Water Access Sites

   For LTDP areas subject to the requirements of Section II, Sub-Chapter IV, 10.32:

   a. Descriptions and maps identifying the locations of proposed water access sites and the types and numbers of proposed shoreland structures; and

   b. A written statement satisfying the requirements of Section II, Sub-Chapter IV, 10.32,D.

5. Level of Detail of Submission Requirements

   The level of detail contained in the long-term development plan submissions shall be limited to only that determined by the Commission to be necessary to enable the Commission to decide whether the long-term development plan satisfies the criteria for approval.

   To the extent that the locations, types, and/or scale of development or undeveloped land in each phase are not known with certainty at the time of initial submission of a long-term development plan, the applicant shall submit information based on projected and/or anticipated development plans. Should this projected or anticipatory information not coincide with subsequent actual development plans, the long-term development plan may be amended as provided in Section II, Sub-Chapter IV, 10.29,F, as the details of future phases become known.

E. Procedure for Review

1. Delegation of Authority: A proposed long-term development plan, or an amendment thereto, shall be decided by the Commission.

2. Notices: Notice of the receipt by the Commission of a long-term development plan application, or a proposed amendment thereto, will be governed by section. 4.04(c) of the Commission's *Rules of Practice* (Chapter 4), as may be amended from time to time.

3. Public Hearings: The Commission's determination as to whether to hold a public hearing on an application for a long-term development plan, and public notice requirements for any such public hearing, will be governed by section 4.04 of the Commission's *Rules of Practice* (Chapter 4), as may be amended from time to time.

4. Decision: In making its decision, the Commission shall determine whether the long-term development plan (a) satisfies the criteria for approval, above; (b) conforms with all relevant terms, conditions and provisions of this Concept Plan; and (c) complies with any other applicable provision of law. The Commission shall make written findings of fact and issue an order either approving, approving with conditions, or denying the application as proposed. The Commission's decision shall constitute final agency action. Any successor(s)-in-interest must comply with the terms and conditions of an approved long-term development plan in existence at the time of the transfer of interest in the LTDP area or a portion thereof, and said long-term development plan shall govern all uses on all parcels contained within the LTDP area.

5. Application Fees: A fee shall be assessed by the Commission for the processing of a long-term development plan. Such a fee shall be the same as the flat fee portion assessed for a preliminary plan for a change to a Planned Development (D-PD) Subdistrict, as established in the Commission's *General Provisions* (Chapter 1), as may be amended from time to time.

F. Amendments

Any entity with interest in the LTDP area, or a portion thereof, may propose to amend an approved long-term development plan and shall submit evidence that the proposed amended long-term development plan continues to comply with the criteria for approval. An application to amend a long-term development plan may be submitted concurrently with a subdivision or development permit application for a given phase of development.

If more than one entity possesses a legal right or interest in the LTDP area as a result of divisions or transfers of land conducted pursuant to Section II, Sub-Chapter III, 10.25,Q,1,B,(3), such amendment applications may be submitted jointly for the entirety of the LTDP area or may be submitted individually for that portion of the LTDP area for which the entity possesses a legal right or interest. In any case, the Commission shall review any proposed amendments to an approved long-term development plan as a whole and without consideration to divisions of ownership or any limitations created therefrom.

10.30 Canada Lynx – Traffic Monitoring Plan

A. Purpose

Lily Bay Road is a public road[14] that runs between Greenville and Kokadjo on the east side of Moosehead Lake. It crosses habitat that is or has been frequented by Canada lynx, a federally listed threatened species. Based on the record evidence regarding (1) the relationship between traffic levels and Canada lynx, including effects on the behavior of Canada lynx and the potential for deaths of lynx from collisions with vehicles, (2) traffic projections for residential and nature-based resort development that extend 30 years into the future, and (3) the shifting nature of Canada lynx habitat, this Canada lynx and traffic monitoring plan ("monitoring plan") is hereby established for the Lily Bay Road portion of the Concept Plan area as a required component of this Concept Plan.

The monitoring plan does not and is not intended to substitute for the Commission's finding of no undue adverse impact made in connection with Concept Plan approval, but is intended to provide data and analysis for the Commission's consideration in the review of subdivision and development permit applications under the Concept Plan. It does not limit the Commission's discretion to request, require or otherwise consider other relevant information, including supplemental data or analysis, in the course of subdivision or development permit application review.

Specifically, the monitoring plan will:

1. Verify, using field data that will only become available once the residential and/or nature-based resort development contemplated in this Concept Plan occurs, the accuracy of certain credible predictive record evidence provided to the Commission in the course of its evaluation of this Concept Plan and relied upon by the Commission to reach its conclusion of no undue adverse impact to Canada lynx from the rezoning authorized under this Concept Plan; and

2. Ensure, based on these field data, that any development contemplated or constructed under the Concept Plan will cause no undue adverse effect to Canada lynx in the Lily Bay sub-region from traffic generated by Concept Plan related development.

Depending on the results of the monitoring plan, the Commission may require Plum Creek (or its successor or assign for any particular development area) to take timely, appropriate actions to avoid and minimize adverse impacts to Canada lynx.

B. Responsibilities

Plum Creek shall be responsible for carrying out the monitoring plan and making certain required informational filings, all as specified herein. Plum Creek shall consult with the Maine Department of Inland Fisheries and Wildlife and the U.S. Fish and Wildlife Service (hereafter "resource agencies") on all aspects of the plan, including the methodologies used for the monitoring and the analyses and interpretations of the results of the monitoring, and shall provide the resource agencies with a complete opportunity to comment to Plum Creek on all monitoring plans and results, as described in this plan. All written comments received by Plum Creek from the resource agencies as part of this consultation shall be filed with the Commission. As part of its review of subdivision or development permit applications, the Commission may seek comment from the resource agencies, including comment on these monitoring plans and results.

[14] The Lily Bay Road is functionally classified by the Maine Department of Transportation as a major collector.

C. Monitoring Area

The monitoring area shall include, at minimum:

1. The portion of the Lily Bay Road from the northern boundary of the Town of Beaver Cove to a point north of Kokadjo where Lily Bay Road transitions to a private road (Sias Hill Road) and intersects with another private road to Lazy Tom Bog;

2. That land on either side of the portion of the Lily Bay Road referenced in C.1, above, in such width as shown to be necessary to accurately monitor the Canada lynx activities specified herein; and

3. Any other land area determined by Plum Creek to be necessary for accurate monitoring.

In its submission of a proposed Canada lynx monitoring methodology to the Commission, as required in Section 10.30,D,3, below, Plum Creek shall include a map of the monitoring area, with all key physical and geographic features labeled and Canada lynx crossing areas and monitoring stations identified.

D. Monitoring Requirements

The monitoring program shall include (1) an assessment of Canada lynx road crossings, (2) monitoring of traffic volumes and distributions generated by Concept Plan related development, and (3) monitoring of traffic impacts on Canada lynx. Each monitoring element shall be funded by Plum Creek, developed by Plum Creek following consultation with the resource agencies, and conducted by Plum Creek in coordination with the resource agencies.

For purposes of this sub-section D, a unit shall be deemed "constructed" as soon as any the following actions occur: (a) a certificate of compliance is issued by the Commission confirming that the unit is legally constructed, (b) a self-certification form is filed with the Commission by the occupant of the unit, or (c) for a dwelling unit, a building value in excess of $1,000 is assessed by the Maine Revenue Service or any successor governing property tax assessment authority.

1. Lynx Road Crossing Assessment

The Lynx Road Crossing Assessment shall identify, prior to the submission of any subdivision or other development permit application to the Commission and on the schedule specified below, the segments of road in the monitoring plan area with a high probability of Canada lynx crossings (hereafter, "road segments of concern"). This assessment must comply with the following methodology and implementation schedule:

<u>Lynx Road Crossing Assessment Methodology</u>: The assessment and identification of Canada lynx road crossings shall include:

(A) Assessments of lynx habitat using available data, such as timber inventory analysis, air photo interpretation, and satellite imagery analysis of habitat, with ground verification as needed;

(B) Consultation with resource agencies and other experts, biologists, researchers, and similar persons with knowledge of Canada lynx and lynx habitat;

(C) Review of relevant available literature;

(D) Field work including, but not limited to, snow tracking for Canada lynx presence, snow shoe hare presence, and crossing areas; and

(E) Compilation and review of existing Canada lynx observations and records from the area.

Plum Creek shall submit its proposed Canada lynx road crossing assessment methodology in writing to the Commission, which will make it available to the resource agencies. If the Commission does not within thirty days of referring this methodology to the resource agencies receive objections to the proposed methodology from the resource agencies, the methodology shall be deemed approved. If the Commission within thirty days receives objections from the resource agencies, it will review the proposal and the objections and either approve the methodology as presented, approve it with conditions or modifications, or reject it and return it to Plum Creek for re-submission.

Lynx Road Crossing Assessment Implementation Schedule: The field work to establish the road segments of concern shall be carried out using the approved assessment methodology during at least two winter seasons prior to submission of the first subdivision or development permit application in the Lily Bay Development Area, and this Lynx Road Crossing Assessment shall be completed prior to the submission of the first subdivision or development permit application. (Note: A long-term development plan for the Lily Bay Development Area pursuant to Section II, Sub-Chapter IV, 10.29 of this Concept Plan may be submitted for the Commission's consideration prior to the completion of the Lynx Road Crossing Assessment). The road segments of concern shall be mapped and the information provided to the Commission for its reference in reviewing all subdivision and development permit applications.

2. Traffic Monitoring Program

The traffic monitoring program shall be designed to verify the accuracy of and, as necessary, to update the predictive traffic model employed by Plum Creek and the forecasts produced therefrom that were provided to the Commission during its evaluation of Zoning Petition ZP 707 (Supplemental Testimony of Thomas L. Gorrill, P.E., Jan. 14, 2008, hereafter "Gorrill-Palmer model"). This program must comply with the following methodology and implementation schedule:

Traffic Monitoring Program Methodology: The monitoring shall employ surveying methods that are standard accepted practice for traffic movement permits in Maine and shall be carried out by a traffic engineer licensed by the State of Maine. The program shall include the following minimum elements:

(A) Measurement of baseline traffic, which is the traffic (expressed as average annual daily, average summer weekday, peak summer day, or peak hour) that is estimated to occur prior to the introduction of traffic generated by Concept Plan related development;

(B) Traffic monitoring during and after development phases to determine the volume of traffic generated by Concept Plan related development in comparison with the baseline traffic volumes on the road segments of concern;

(C) Based on the traffic monitoring during and after development has been constructed and occupied, updated estimates and forecasts of traffic generated by the new land uses in the Concept Plan area, updated estimates of trip assignments to the road network serving the Concept Plan area, the proportion of traffic volumes along road segments of concern attributable to Concept Plan related development versus other changes in the traffic modeling area, and associated revisions to the Gorrill-Palmer model, as necessary; and

(D) Review and modification, as appropriate, of the traffic metric (i.e., average annual daily, peak, seasonal, daily, etc.) that may be most relevant to the relationship between traffic volumes and Canada lynx behavior.

Traffic Monitoring Implementation Schedule: The traffic monitoring shall occur at the following minimum intervals:

(A) To establish baseline traffic volume on Lily Bay Road in the monitoring area, the traffic inventory submitted by Plum Creek as part of the Commission's evaluation of Zoning Petition ZP 707 provided average annual daily traffic estimates for 2004 (Figure 1A, Gorrill-Palmer model), turning movement counts conducted in August and September 2005 and additional turning movement counts collected in February and August 2007 (Figures 2A through 2E, "Traffic Impact Study Plum Creek Concept Plan in the Moosehead Lake Region," Gorrill-Palmer Consulting Engineers, August 2007). This collective information may serve as the baseline through 2011, unless new development with traffic tributary to Lily Bay Road not accounted for in the Gorrill-Palmer model occurs, in which case Plum Creek shall update the baseline data. If, as of 2012, Concept Plan related development has not triggered the monitoring implementation schedule described below, and therefore the baseline traffic data have not been previously updated, Plum Creek shall update the baseline traffic data to reflect conditions as of that time.

(B) Upon construction of 300 dwelling units and/or units in commercial lodging establishments within the Westside Development Areas[15] and again upon completion of construction of 800 dwelling units and/or units in commercial lodging establishments of Westside Development Areas. The monitoring data and updated forecasts of trip generation shall report and factor in the calculated occupancy rates of these units at the time of the monitoring.

(C) Upon construction of 100, 200, and 300 dwelling units and/or units in commercial lodging establishments of Eastside Development Areas[16]. The monitoring data and updated forecasts of trip generation shall report and factor in the occupancy rates of these units at the time of the monitoring. (The traffic surveys triggered by Westside and Eastside Development Areas may be combined if the threshold numbers of dwelling units are reached at approximately the same time, but the data on traffic volumes and distributions shall be broken out by Westside versus Eastside.)

(D) Upon construction of all dwelling units within the Westside Development Areas and upon construction of all dwelling units on the Eastside Development Areas shall report and factor in the occupancy rates of these units at the time of the monitoring.

(E) Five years after construction of all dwelling units in the Concept Plan area. The monitoring data and updated forecasts of trip generation shall report and factor in the occupancy rates of these units at the time of the monitoring.

3. Canada Lynx Monitoring Program

The Canada lynx monitoring program shall be designed to (a) quantify actual impacts to Canada lynx at road segments of concern, (b) guide any necessary actions to avoid and minimize adverse impacts, (c) evaluate the effectiveness of any necessary actions, and (d) inform adjustments to such actions.

Canada Lynx Monitoring Program Methodology: The lynx monitoring methodology shall include the following minimum elements:

[15] "Westside Development Areas" comprise development within the following development areas: Moose Bay, Big Moose Mountain, Route 6/15 Corridor, Rockwood/Blue Ridge, Brassua Lake South Peninsula, and Long Pond.

[16] "Eastside Development Areas" comprise development within the following development areas: Lily Bay, Beaver Cove, and Upper Wilson Pond.

(A) Survey techniques that are feasible and adequate to determine Canada lynx presence and activity patterns along the road segments of concern. These techniques include snow tracking during the winter and, if technically feasible, surveys in other seasons, especially the peak traffic season.

(B) Baseline surveys to determine Canada lynx presence, including road crossings and other activity patterns along the road segments of concern, at such frequencies, seasons, periods of time, and locations as are adequate to establish baseline conditions for Canada lynx presence and crossings in the monitoring plan area.

(C) Surveys after construction of dwelling units and units in commercial lodging establishments to determine changes, if any, in Canada lynx presence, road crossings, and activity patterns along the road segments of concern, at such frequencies, seasons, periods of time, and locations as are adequate to establish baseline conditions for Canada lynx presence and crossings in the monitoring plan area.

(D) Snow-tracking of Canada lynx prey (snowshoe hare) concurrently with Canada lynx activity surveys.

(E) Habitat assessment updates to determine changes over time in Canada lynx and snowshoe hare habitat and to assist in the interpretation of monitoring results.

(F) Ongoing reviews of the literature to determine whether, over time, there is an improved understanding of traffic-Canada lynx relationships and whether this improved understanding can be used to model potential traffic impacts in the monitoring area.

(G) A compilation and summary of incidental observations by the Maine Department of Transportation staff and other external sources of Canada lynx observations and Canada lynx roadway mortalities, with documentation of the protocol for recording and reporting these observations.

Plum Creek shall submit its proposed Canada lynx monitoring methodology in writing to the Commission, which will make it available to the resource agencies. If the Commission does not within thirty days of referring this methodology to the resource agencies receive objections to the proposed methodology from the resource agencies, the methodology shall be deemed approved. If the Commission within thirty days receives objections from the resource agencies, it will review the proposal and the objections and either approve the methodology as presented, approve it with conditions or modifications, or reject it and return it to Plum Creek for re-submission.

<u>Canada Lynx Monitoring Program Implementation Schedule:</u> Canada lynx monitoring shall occur at the following minimum intervals:

(A) To establish the baseline, a minimum of two years of data collected according to the approved monitoring methodology prior to submission of the first subdivision or development permit application in the Lily Bay Development Area, including during the year immediately before the first such submission.

(B) Thereafter, no less frequently than specified in the traffic monitoring implementation schedule, and, in addition, following any actions taken by Plum Creek (either voluntarily or as a result of Commission directive) to avoid or minimize adverse impacts to Canada lynx, in order to assess the effectiveness of the actions.

E. Evaluation Process

1. Review of Monitoring Data by Resource Agencies and the Commission

Plum Creek shall provide the resource agencies a complete opportunity, including reasonable time, to (a) consult with Plum Creek on the methodologies to be used in the monitoring plan; (b) review the traffic and Canada lynx monitoring data following each monitoring period; (c) compare results with baseline data, with projected traffic generation rates, distributions and volumes, and with working assumptions about the relationship between traffic volumes and Canada lynx behavior and mortality; and (d) recommend to Plum Creek and the Commission, as necessary, actions to avoid and minimize impacts based on the evaluation of the data.

At the conclusion of the baseline and of each subsequent traffic and lynx monitoring period, including evaluation of the results, Plum Creek shall provide to the Commission the submissions listed in sub-section E.2, below. As part of its review of subdivision or development permit applications, the Commission may seek comment from the resource agencies, including the findings and recommendations of these resource agencies.

2. Data and Analytical/Evaluative Submissions to the Commission

Upon the receipt of results from the monitoring plan at each implementation schedule time interval stated in sub-section D., above, Plum Creek shall file with the Commission the following data and information:

(A) Trip generation rates and assignments from Westside Development Areas;

(B) Trip generation rates and assignments from the Lily Bay Development Area and other Eastside Development Areas;

(C) Canada lynx road crossing and activity data at road segments of concern, including baseline data and data collected and evaluated following the monitoring period;

(D) Documentation of Canada lynx mortalities and/or presence records from external sources (e.g., documented visual sightings or tracks);

(E) Evaluations of the need for additional measures to avoid or minimize adverse impacts to Canada lynx, and if additional measures have been instituted, evaluations of the effectiveness of measures instituted to avoid or minimize such impacts and recommended adjustments, if any, based on monitoring results. These evaluations shall address at least the following considerations:

(1) Do traffic and Canada lynx monitoring results suggest changes in the predictive models for traffic or the assumptions about the traffic – Canada lynx relationships presented on the record in the Commission's review of the Concept Plan?

(2) Is traffic generated from Westside Development Areas using the Lily Bay Road at the road segments of concern adding a significant amount of traffic over and above traffic generated by Eastside Development Areas?

(3) Are the results from the various aspects of the Canada lynx monitoring indicating that adverse effects to Canada lynx from Concept Plan generated traffic increases are occurring?

(4) Are the results from the various aspects of the Canada lynx monitoring indicating that management actions implemented to avoid and/or minimize adverse effects to Canada lynx from Concept Plan generated traffic increases are effective, and if not, what actions Plum Creek recommends that it and the Commission take?

(F) Additional products, if any, to be developed in consultation with the resource agencies to provide the Commission with information that would assist the Commission in its review of subdivision and development permit applications, or its oversight of any subdivision or development permit conditions of approval.

3. Use of Data and Submissions by the Commission

The Commission shall consider the results of the information submitted to it pursuant to sub-sections E.1. and E.2. above in its review of subdivision or development permit applications and in its decisions to approve, approve with conditions, or deny such applications. The Commission may require the phasing of development as part of a long-term development plan, pursuant to Section II, Sub-Chapter IV, 10.29 of this Concept Plan, to enable the timely review of the data and evaluations submitted pursuant to sub-sections E.1 and E.2. above.

F. Amendments to Certain Minimum Requirements

Plum Creek may request to amend the Monitoring Area of sub-section C, the Monitoring Requirements of sub-section D, and/or the Data and Analytical/Evaluative Submissions to the Commission of sub-section E,2 (hereafter, “amendable provisions"). Any such requests shall be submitted to the Commission as part of the Data and Analytical/Evaluative Submissions pursuant to sub-section E,2, above, and must: (1) contain a statement and supporting evidence as to why the amendable provisions sought to be amended are not effective, are impractical or are no longer necessary in providing the review products necessary to evaluate the goal of the monitoring plan, and (2) specify, as appropriate, any proposed changes to such provisions that would be more effective or practical in providing such review products.

The Commission may approve any proposed amendments to the amendable provisions either as a condition of approval of any subdivision or development permit in the Concept Plan area or in a separate order. Nothing herein limits the Commission’s discretion to amend any portion of this monitoring plan by conditioning subdivision permits as may be necessary to satisfy its statutory and regulatory criteria.

Unless an amendment proposes to terminate any of the elements of the Canada lynx – traffic monitoring program set forth in sub-section D or E, Commission amendments under this section shall not trigger the Concept Plan amendment requirements of Section I.D. of this Concept Plan; provided that if, in its sole judgment, the Commission considers a proposed amendment to the amendable provisions to be substantive, it may provide public notice and opportunity to comment on whether the proposed amendment will be at least as effective as the provisions contained herein in providing to the Commission the review products necessary to achieve the specific purposes identified in Section 10.30,A,1 and 2 above.

10.31 Procedures for Evaluating and Conducting Vegetation Clearing Activities

A. Purpose

This Section establishes (1) the minimum information that must be submitted by an applicant as part of any subdivision or development permit application for structures, facilities and uses that must comply with the standards for vegetation clearing activities outside shoreland and roadway buffer areas (Section II, Sub-Chapter III, 10.25,E,1,D) in order for the Commission to evaluate a proposal for consistency with these standards; and (2) the procedures that must be followed for any such vegetation clearing activities.

Nothing herein limits the Commission's discretion to request, require or otherwise consider other relevant information, including supplemental data, visual simulations or other analysis, in the course of its evaluation of permit applications. Further, the requirements for third party supervision and documentation of vegetation clearing activities contained herein do not in any way limit the Commission's independent enforcement authority.

B. Pre-Application Conference

An applicant for a subdivision or development permit is encouraged to request a pre-application conference with Commission staff at the earliest reasonable time in the development planning process to (1) identify issues related to the standards in Section II, Sub-Chapter III, 10.25,E,1; (2) seek clarification on the submission requirements pertaining to vegetation clearing activities for the proposed development; (3) identify the public vantage points from which the standards will be evaluated, as required below; and (4) discuss other matters that will facilitate the application process and reduce the potential of needing to repeat scenic impact analyses.

C. Subdivision and Development Permit Application Submission Requirements Pertaining to Vegetation Clearing Activities Outside Shoreland and Roadway Buffer Areas

In addition to all other submissions required in the Commission's permit applications, all subdivision or development permit applications for structures, facilities or uses that must comply with the standards of Section II, Sub-Chapter III, 10.25,E,1,D shall include, at minimum, the following submissions:[17]

1. A map showing (a) all features listed in the definition of "public vantage point" in Section II, Sub-Chapter I, 10.02, that are located within five miles of any proposed lot, building envelope, and/or structure, and (b) for each such mapped feature, one or more public vantage points contained therein that are located along the optimum line(s) of sight from proposed lots, building envelopes, and/or structures.[18] The public vantage points to be mapped shall be selected in consultation with Commission staff, and the Commission may request that additional public vantage points be mapped and analyzed for potential scenic impacts.

[17] The mapping requirements of Section 10.31,C.1 through C.5 are envisioned as layers of information, each adding to the previous item in order to enable the Commission to assess whether it is feasible for a development proposal to comply with the standards of Section 10.25,E,1,D. These required maps may be combined into fewer than five submissions, as long as the required information is readable and understandable for this purpose.

[18] In the case of subdivision permit applications where the exact location of a structure may not yet be known, the purpose of this map is to assist the Commission in evaluating whether the proposed development is designed such that future structures and cleared openings can comply with the vegetation clearing standards of Section 10.25,E,1,D. Thus, the purpose is not to analyze multiple public vantage points for each lot or building envelope, but rather to analyze a small subset of public vantage points located along the predominant axes of view along which lots and building envelopes are likely to be oriented.

2. For each subdivision lot or development site, a map showing all building envelopes within which structures, accessory structures, parking areas, driveways, and all grading that will require the removal of vegetation are proposed to be located.

3. A map showing existing topography at contour intervals of two feet or smaller across all building envelopes identified in sub-section C.1, above. For development other than single-family detached dwelling units, the map shall also show proposed finished grades at contour intervals of two feet or smaller across each building envelope.

4. A map or set of maps that show: (a) a point representing the maximum allowed building height on each proposed subdivision lot's or development site's building envelope and (b) all areas located within five miles of each building envelope that have a potential view, based solely on topographic elevations, of each maximum building height point. The visibility map(s) shall be superimposed on the map in sub-section C.1, above.

5. A written assessment of the density and height of trees, to be conducted by an independent qualified third-party professional or professionals who, individually or collectively, possess demonstrated expertise in determining compliance with the vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D. For each proposed subdivision lot or development site, the assessment shall show on a map and characterize the species, density and heights of stands of trees that have the potential to enable the subdivision lot or development site and any structure on the lot or site to meet the vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D by virtue of being within the area mapped in sub-section C.4, above, or by potentially serving as background vegetation for a structure's roofline, pursuant to Section II, Sub-Chapter III, 10.25,E,1,D,(1),(b). The assessment shall also generally locate and describe understory vegetation on each proposed subdivision lot or development site. The assessment shall include photographic documentation of the tree cover of each lot or development site from vantage points sufficient for the Commission to understand the location and character of the trees that have the potential to allow proposed development to comply with the vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D.

6. If any trees in the assessment above are identified as necessary to allow proposed development to comply with vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D and are on property outside of the proposed lot or site, a written description of the proposed legally binding mechanisms (such as restrictive covenants or conservation easements) prohibiting the removal of these trees. Such mechanisms may allow for future trimming and pruning of these trees to maintain them in the condition that is deemed sufficient by the Commission to meet the standards of Section II, Sub-Chapter III, 10.25,E,1,D.

7. A map identifying any subdivision lots or development sites whereon the applicant proposes to conduct vegetation clearing activities prior to the construction of structures for purposes of previewing representative views from the site ("preview clearings") pursuant to Section II, Sub-Chapter III, 10.25,E,1,D,(1),(d). For each lot or development site for which a preview clearing is proposed, the application shall include a map showing the approximate location and orientation of the proposed structure to be placed on the lot or site and the proposed axis of the view to one of more public vantage points from this location.

8. A report written and signed by the professional(s) who conducted the assessment of trees, along with any supporting documentation, specifying the feasibility of compliance of each subdivision lot or development site with the vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D. The report shall be based on the results of the visibility map(s) and the assessment and shall contain, at minimum:

    a. A summary of the qualifications of the professional(s) who conducted the assessment of trees in Section 10.31,C,5 above.

    b. Digital color photographs representative of each proposed subdivision lot or development site sufficient to show the overall vegetative character of the lot, as viewed from the direction of each public vantage point.

c. For subdivision lots or development sites that do not qualify for a waiver under Section 10.25,E,1,D,(2), a statement that sufficient vegetation exists on each subdivision lot or development site such that the proposed development can occur in compliance with the standards for vegetation clearing activities, and any conditions (such as specific locations where structures cannot be placed or particular trees that may not be removed) that the professionals believe will be necessary to ensure compliance with these standards.

d. For subdivision lots or development sites where the applicant seeks a waiver to the vegetation clearing standards pursuant to Section 10.25,E,1,D,(2), a statement explaining how each of the lots or sites qualifies for the applicable waiver(s) and a visual simulation of the assessed vegetation that illustrates the visibility from public vantage points of the proposed development, including any proposed or anticipated vegetation clearing activities on the subdivision lots or development sites for structures, parking, roads, driveways, drainage, utilities and other proposed infrastructure. If the locations and dimensions of proposed structures are known, they shall be included in the visual simulation. If they are not known (as may be the case, for example, in a residential subdivision comprising individual house lots) the visual simulation shall use representative models of structures on the lots.

D. Procedures for Conducting Vegetation Clearing Activities

1. Procedures for conducting preview clearings prior to identifying exact locations of proposed structures or facilities.

Upon issuance of either a subdivision or development permit from the Commission, but prior to the identification of the exact location (i.e., footprint and orientation) of proposed structures or facilities, vegetation clearing activities associated with preview clearings pursuant to Section II, Sub-Chapter III, 10.25,E,1,D,(1),(d) may be undertaken in accordance with the following procedures:

a. All preview clearing must be overseen by an independent third party professional who is qualified to determine whether preview clearings are being conducted in accordance with the terms and conditions of the permit issued by the Commission. The third party professional shall report to the Commission on the determination that s/he has made upon completion of all preview clearings, or immediately if the professional determines that any clearing is in violation of the terms and conditions of the permit.

b. Any changes to the locations or orientations of proposed building envelopes, the footprint of structures and/or associated cleared openings shall require an amendment to the subdivision or development permit prior to the commencement of preview clearing, wherein the applicant must demonstrate that the relocated or reoriented features, in combination with any preview corridors already cleared, will comply with the vegetation clearing standards of Section II, Sub-Chapter III, 10.25,E,1,D.

2. Procedures for conducting vegetation clearing activities upon identification and approval of exact locations of proposed structures or facilities.

Upon issuance by the Commission of either a building permit pursuant to an approved subdivision permit or a development permit, wherein the exact location (i.e., footprint and orientation) of proposed structures or facilities is specified and their construction is authorized, the following procedures shall be used for conducting vegetation clearing activities:

a. Vegetation clearing activities prior to or during construction of any structures shall be limited to clearing the land comprising the footprint of any authorized structures and the minimum area necessary to allow the following activities to take place: (i) construction of any authorized structures, (ii) installation of any authorized subsurface

wastewater disposal systems, wells and utilities, and (iii) access to the construction site.

b. Subsequent to completion of the exterior elements of any authorized structures, no removal of any additional vegetation within the line of sight of public vantage points may occur except under the on-site supervision of an independent, third-party professional who is qualified to determine whether vegetation clearing activities are being conducted in accordance with the terms and conditions of the permit issued by the Commission. As part of the professional's work, s/he shall compile documents useful to the Commission's determination of whether the removal of vegetation was within the limits of the vegetation clearing standards of Section 10.25,E,1,D. This documentation shall include digital color photographs taken from the public vantage points mapped pursuant to Section 10.31,C,1, above, with such lens or lenses that are sufficient to depict:

i. The vegetation conditions prior to and after the construction of any authorized structures, and contain as part of the "after construction" photograph a superimposed dot grid system (or alternative method equally or more effective than the dot grid approach), that allows for the calculation of the square footage of exposed façade of each authorized structure from its associated public vantage point(s);

ii. The silhouetted perimeter of each authorized structure visible from its associated public vantage point(s), the nature of any vegetation obscuring the silhouetted perimeter, and the nature of any vegetation behind and rising above each authorized structure that is visible from this direction; and

iii. Any cleared openings visible from their associated public vantage point(s).

E. Procedures for Documenting Vegetation Clearing Activities

Upon completion of the removal of vegetation allowed under sub-section D.2 above, the independent, third party professional who supervised the vegetation clearing activities shall file with the Commission within thirty (30) days (1) a signed and dated statement as to whether the subdivision lot or development site meets or does not meet the vegetation clearing standards of Section 10.25,E,1,D.; (2) a revised and dated version of the mapped tree assessment of the lot or development site showing the remaining trees that are necessary to meet the standards of Section 10.25,E,1,D; and (3) the digital color photographs taken pursuant to Section 10.31,D.2., above. These materials will serve as baseline information for future inspection and reporting requirements for continued compliance with the standards of Section 10.25,E,1,D, pursuant to the Minimum Mandatory Declaration Elements for Development Areas contained in Appendix B of this Concept Plan.

10.32 Limitations on Shoreland Structures and Water Access Sites

A. Shoreland Structures and Water Access Sites

For purposes of this section, “shoreland structures” are (1) temporary docking and mooring structures, and (2) the following shoreland alterations for commercial or non-commercial use: hand-carry launches, trailered ramps, mooring structures, permanent on-shore structures to secure docks and moorings, marinas and water-access ways.

For purposes of this section, “water access sites” are lots or common areas along the shoreline of a body of standing water 10 acres or greater in size specifically devoted to the accommodation of permitted shoreland structures. If a water access site is proposed to include more than one shoreland structure, those structures shall be sited and designed to minimize, to the greatest extent practicable, the amount of shoreline used.

B. Limitations on Shoreland Structures and Water Access Sites within Certain Development Areas and Sub-Areas

1. No more than one (1) water access site shall be permitted within the Upper Wilson Pond Development Area.

2. No more than two (2) water access site shall be permitted within the Long Pond Southeast Shore Sub-Area.

3. No more than sixteen (16) water access sites shall be permitted within the Brassua Lake South Peninsula Sub-Area. No more than one (1) of these water access sites may include a trailered ramp.

4. No more than four (4) water access sites shall be permitted within the Route 6/15 Corridor Development Area.

5. No more than three (3) water access sites shall be permitted within the Big Moose Mountain Burnham Pond North Shore Sub-Area.

6. No water access sites or shoreland structures shall be permitted within the Big Moose Mountain Indian Pond Sub-Area; however, within this sub-area, up to one footpath, as allowed pursuant to Section II, Sub-Chapter III, 10.25,E,1,C,(2)(a), may traverse the vegetative buffer strip that is within 100 feet of the normal high water mark of Indian Pond up to the Federal Energy Regulatory Commission ('FERC") Project Boundary, which is also the boundary of the sub-area.

7. The number of water access sites permitted within the Lily Bay Development Area shall be determined as part of a long-term development plan, in which the applicant shall document existing levels and patterns of boating use in Lily Bay and, in consultation with the Bureau of Parks and Lands and the Commission, shall estimate the carrying capacity of the bay and its major sections. The number of boats accommodated at shoreland structures in the Lily Bay Development Area, if they are proposed, shall not exceed the estimated carrying capacity of the bay or its major sections, taking into account patterns of boating use and proportions of boats in use at a given time. “Carrying capacity” shall be the maximum number of boats on the water at one time to remain within that part of the “Water Recreation Opportunity Spectrum” denoted as “Rural Natural,” as described in the “Water Recreation Opportunity Spectrum Users’ Guidebook,” published by the U.S. Department of Interior, Bureau of Reclamation, 2004. The estimate of carrying capacity shall also include considerations of hazards and the capacity of thoroughfares.

C. Temporary Docking Structures

Once the locations, dimensions, and types of water access sites have been approved as part of a subdivision or development permit, temporary docking structures and temporary on-shore structures used to secure docks and moorings for non-commercial use that were included in the approvals may be installed and re-installed without additional permits.

D. Consultation Requirements

Prior to submitting an application to the Commission, an applicant proposing a water access site and any associated shoreland structures shall consult with governmental review agencies, including the Maine Department of Inland Fisheries and Wildlife, Maine Natural Areas Program, and the State Soil Scientist, regarding the locations of proposed water access sites and the types and numbers of proposed shoreland structures. The applicant shall submit a written statement to the Commission summarizing the advice of these governmental review agencies and shall explain how such advice was taken into consideration in development of the proposal. This written statement shall be included in any applications for a long-term development plan in those development areas identified in Section II, Sub-Chapter IV, 10.29,B, or in any subdivision or other development permit applications in other development areas.

10.33 No Disturbance Areas

A. Applicability

The restrictions in this section shall apply to those portions of development areas that are identified as “No Disturbance Areas” on the Concept Plan Maps in Section I.H.

B. Land Uses

Notwithstanding the land uses allowed pursuant to Section II, Sub-Chapter II (“Land Use Zones”), the following land use restrictions shall apply to No Disturbance Areas:

1. No timber harvesting or biocide applications, and only such forest management activities as may be necessary to manage dead, windblown, or damaged trees;
2. No construction of roads, driveways, utilities, trails, or water crossings, unless the Commission determines that such facilities are required to serve approved development or provide vehicular, pedestrian and/or utility access to otherwise inaccessible portions of the development area within which the No Disturbance Area rests, and there is no practicable alternative location within the development area for such facilities. Such facilities shall be co-located so that openings within or crossings of No Disturbance Areas are minimized to the greatest extent practicable;
3. No filling, grading, removal of vegetation, or other alterations except for facilities permitted in sub-section (2);
4. No structural development, except as permitted in sub-section (2); and
5. No storage or disposal of materials of any kind.

10.34 Limitations on Structures and Uses on Leased Lots

A. Applicability

The restrictions in this section shall apply to all 33 parcels identified in Exhibit D of the Moosehead Region Conservation Easement (attached as Appendix C to this Concept Plan) and further described in the leased lots inventory (attached as Appendix V to this Concept Plan), whether such parcels continue to be leased or are transferred or sold during the term of this Concept Plan.

B. Land Uses

Notwithstanding the land uses allowed pursuant to Section II, Sub-Chapter II ("Land Use Zones"), the following land use restrictions shall apply to leased lots:

1. No leased lot may exceed 40,000 square feet in size, except for leased lots #5, #6, #27 and #31 for which the acreages shall be no greater than: (i) 3 acres for leased lot #5, (ii) 2.5 acres for leased lot #6, (iii) 125 acres for leased lot #27, and (iv) 1.2 acres for leased lot #31;
2. No leased lot shall be subdivided;
3. The use of a leased lot, including any structures thereon, shall not be changed from its existing use as of the Concept Plan effective date; and
4. Subject to all other LURC amendable provisions, including limitations on the size of structures near water bodies (Section 10.11,C,1 of the Commission's *Land Use Districts and Standards*, as may be amended from time to time), the maximum aggregate footprint for all existing, expanded and new structures on a leased lot shall not exceed the greater of (i) the aggregate footprint of all structures on the leased lot in existence as of the Concept Plan effective date, as set forth in the leased lots inventory (attached as Appendix V to this Concept Plan), or (ii) 1,500 square feet.

A

Official Land Use Guidance Maps

Town of Beaver Cove

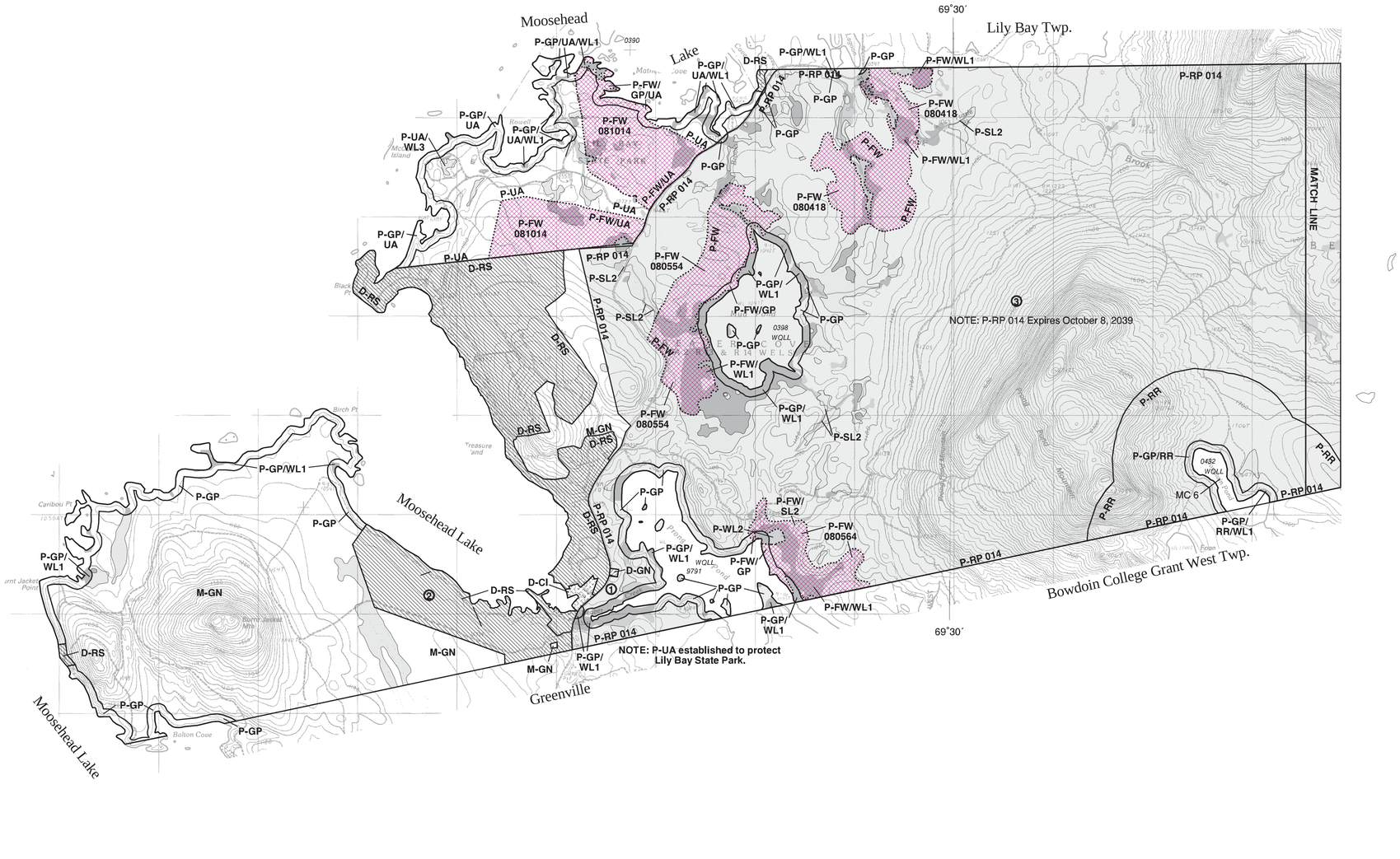
TA R13 & 14 WELS

Piscataquis County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



Legend

DEVELOPMENT SUBDISTRICTS

- D- CI Commercial Industrial
- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FP Flood Prone
- P- FW Fish and Wildlife
- P- GP Great Pond
- P- MA Mountain Area
- P- RR Recreation
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL2 75' Shorelands
- P- UA Unusual Area
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

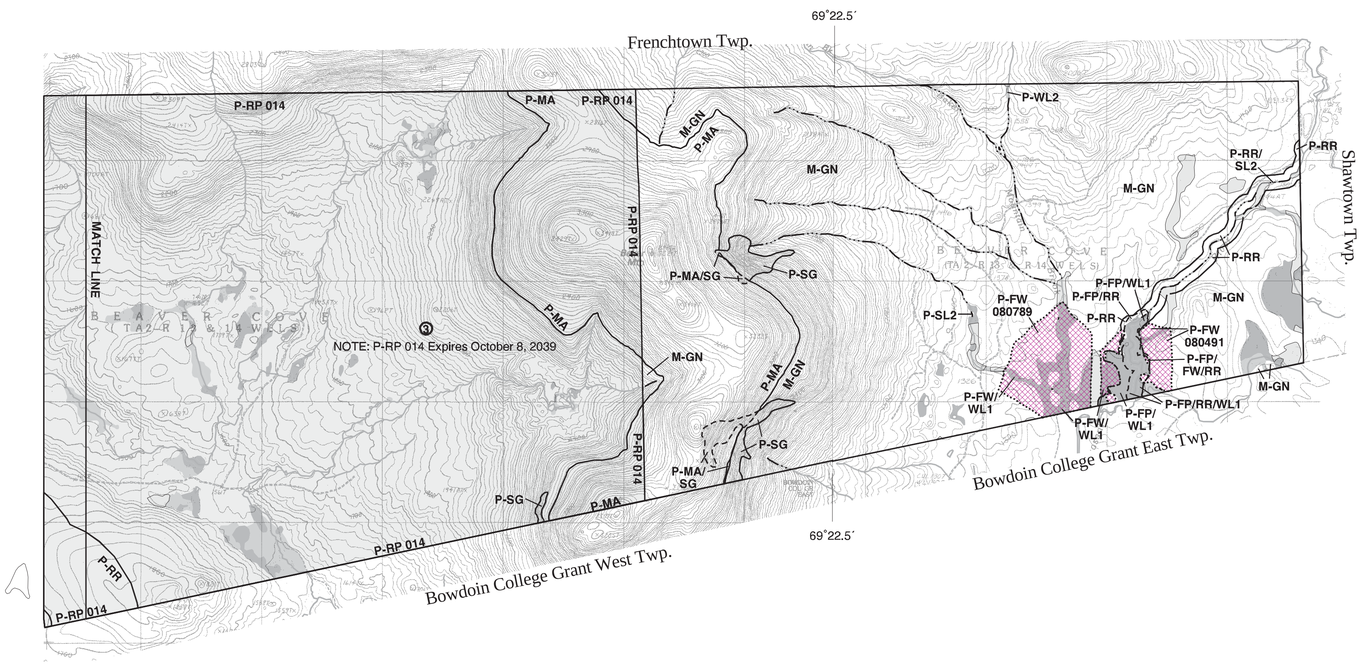
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
1	ZP676	06/05/2003	
		08/18/2005	Adoption of maps with digital NWI wetlands.
2	ZP712	11/22/2007	
3	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

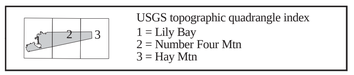
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Lily Bay
2 = Number Four Mtn
3 = Hay Mtn

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Big Moose Twp.

T2 R6 BKP EKR

Piscataquis County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FW Fish and Wildlife
- P- GP Great Pond
- P- MA Mountain Area
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

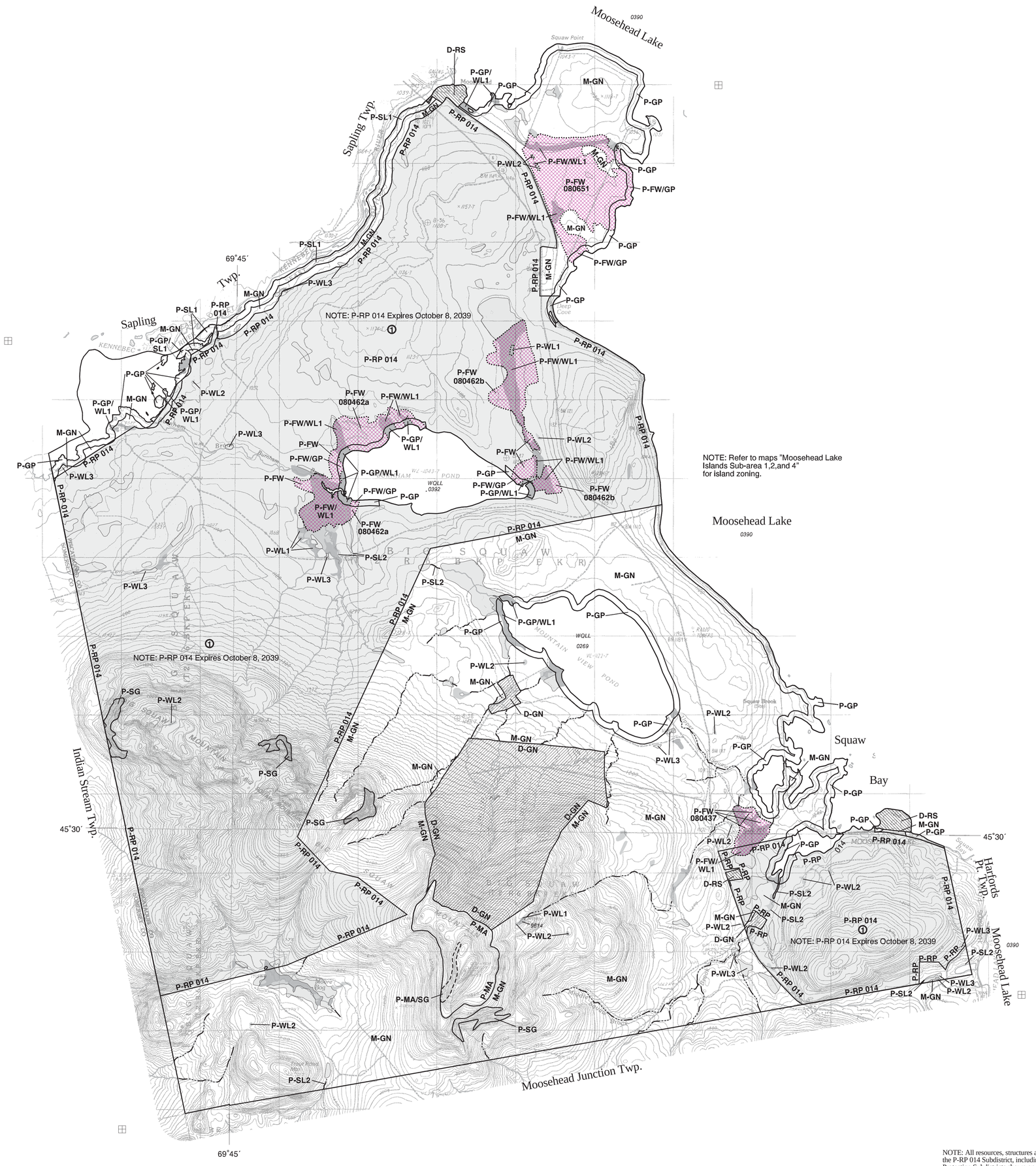
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

USGS topographic quadrangle index
1 = Indian Pond North
2 = Moosehead
3 = Indian Pond South
4 = Big Squaw Pond

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Big W Twp.

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- RP Resource Plan
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

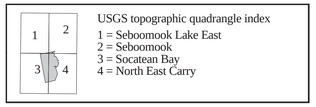
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Seboomook Lake East
2 = Seboomook
3 = Socatean Bay
4 = North East Carry

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Bowdoin College Grant West Twp.

T8 R10 NWP

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- MA Mountain Area
- P- RR Recreation
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

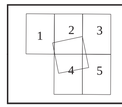
By: Catherine M. Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
①	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

Base map compiled from USGS 7.5- minute quadrangle series

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).



USGS topographic quadrangle index
1 = Lily Bay
2 = Number Four Mtn
3 = Hay Mtn
4 = Barren Mtn West
5 = Barren Mtn East

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Brassua Twp.

T2 R2 NBKP

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- FP	Flood Prone
	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

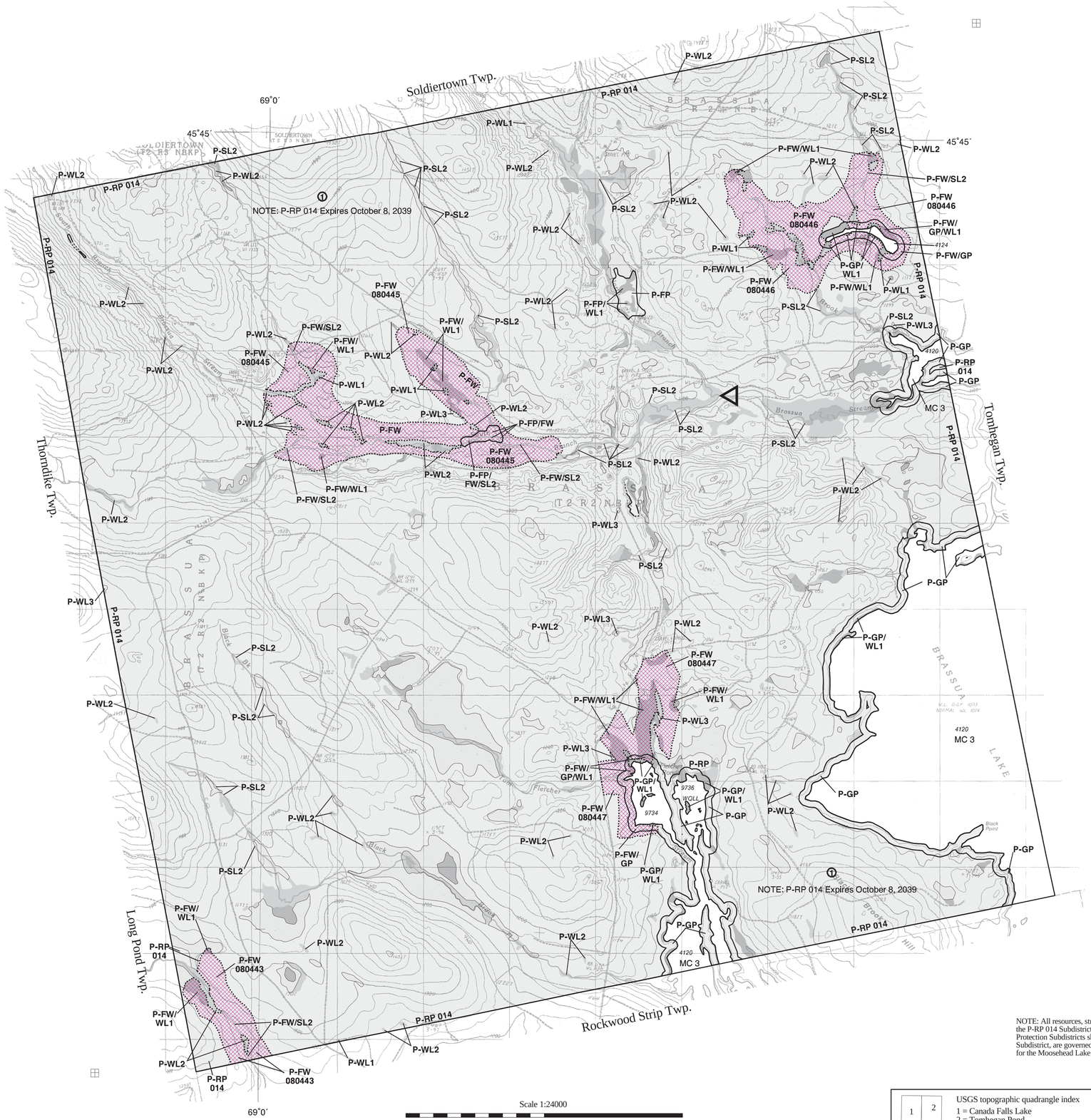
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

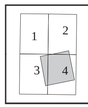
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Canada Falls Lake
2 = Tomhegan Pond
3 = Churchill Stream
4 = Brassua Lake West

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Chase Stream Twp.

T1 R6 BKP WKR

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- RR Recreation
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

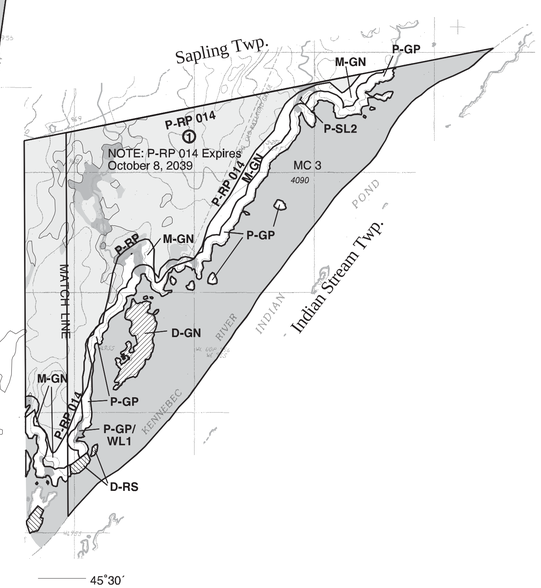
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
①	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

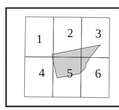
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index

1 = Long Pond
2 = Misery Knob
3 = Indian Pond North
4 = Johnson Mtn
5 = Black Brook Pond
6 = Indian Pond South

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

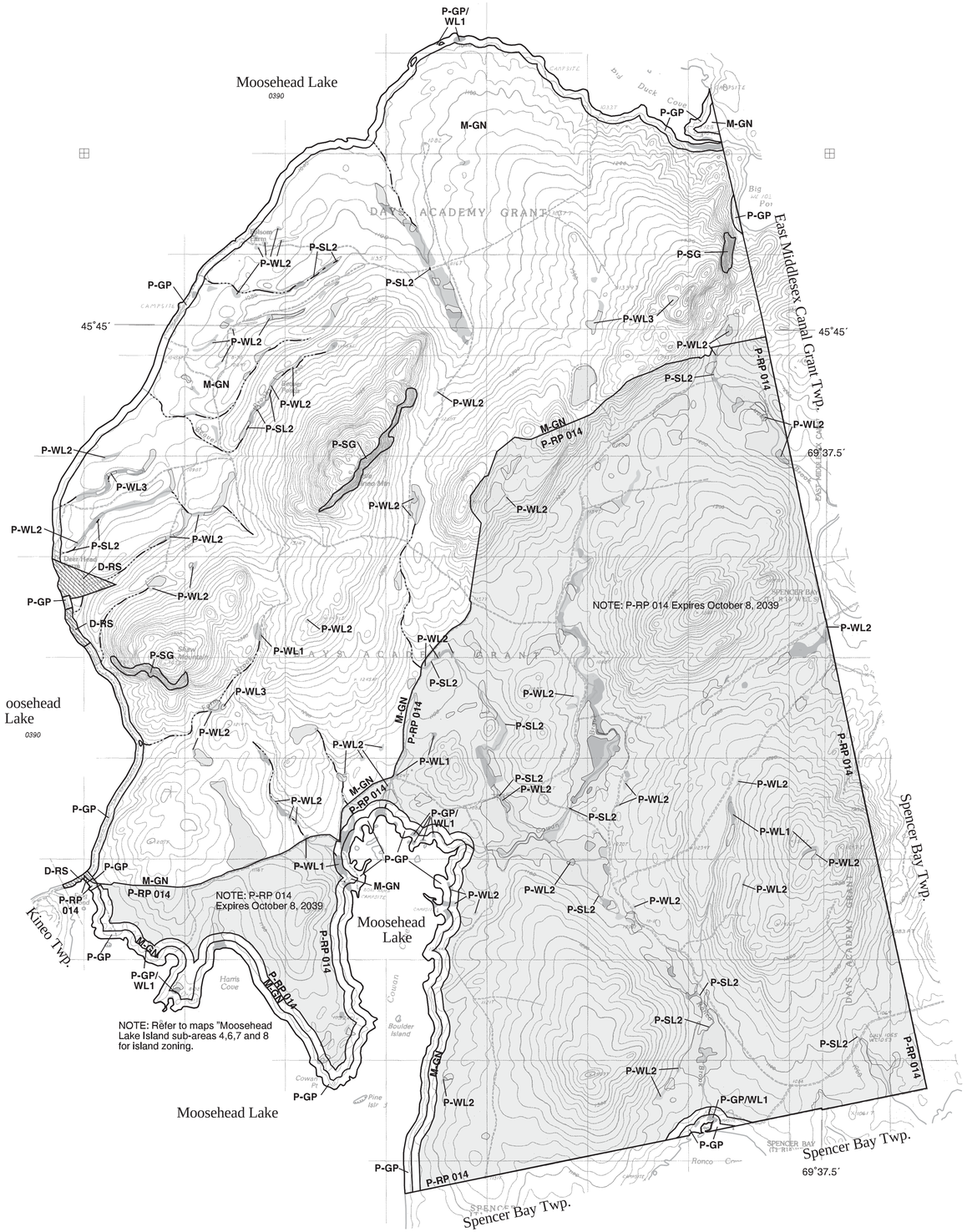
Days Academy Grant Twp.

Piscataquis County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



Legend

DEVELOPMENT SUBDISTRICTS

- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
1	ZP707	08/18/2005 10/08/2009	Adoption of maps with digital NWI wetlands. P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

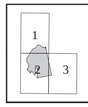
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = North East Carry
2 = Mt Kineo
3 = Spencer Bay

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Elliottsville Twp.

T8 R9 NWP

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FP Flood Prone
- P- FW Fish and Wildlife
- P- GP Great Pond
- P- RR Recreation
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- UA Unusual Area
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

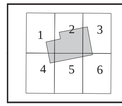
NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index

1 = Greenville
2 = Barren Mtn West
3 = Barren Mtn East
4 = Monson West
5 = Monson East
6 = Sebec Lake West

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Frenchtown Twp.

TA R13 WELS

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- MA Mountain Area
- P- RR Recreation
- P- RP Resource Plan
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
1	ZP659	01/24/2002	Expires January 24, 2022
2	ZP659A	06/05/2003	
		08/18/2005	Adoption of maps with digital NWI wetlands.
3	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

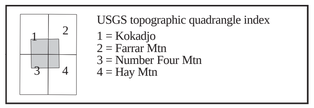
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Kokadjo
2 = Farrar Mtn
3 = Number Four Mtn
4 = Hay Mtn

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Indian Stream Twp.

T1 R6 BKP EKR

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FW Fish and Wildlife
- P- GP Great Pond
- P- RR Recreation
- P- RP Resource Plan
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

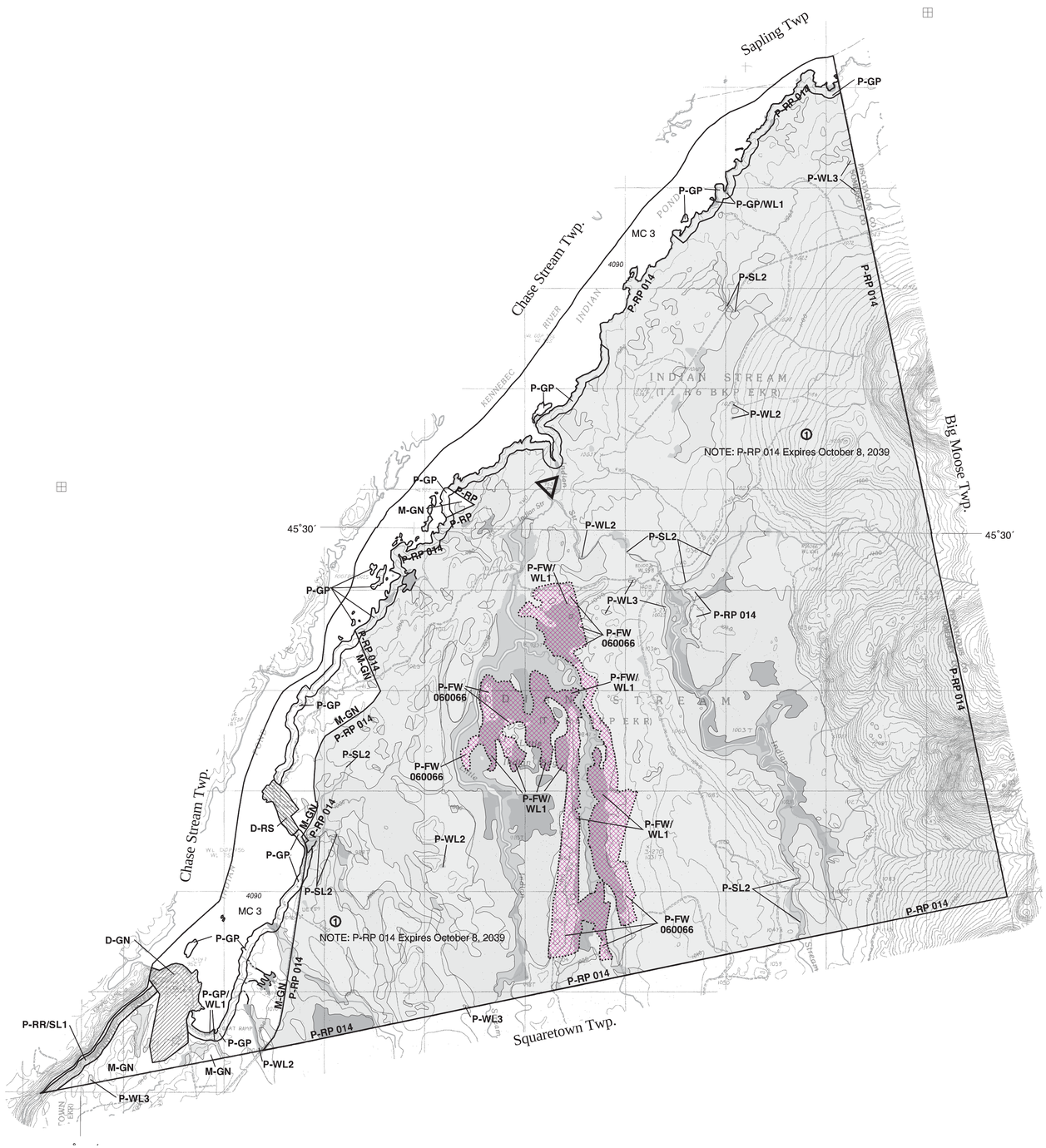
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

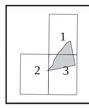
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Indian Pond North
2 = Black Brook Pond
3 = Indian Pond South

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

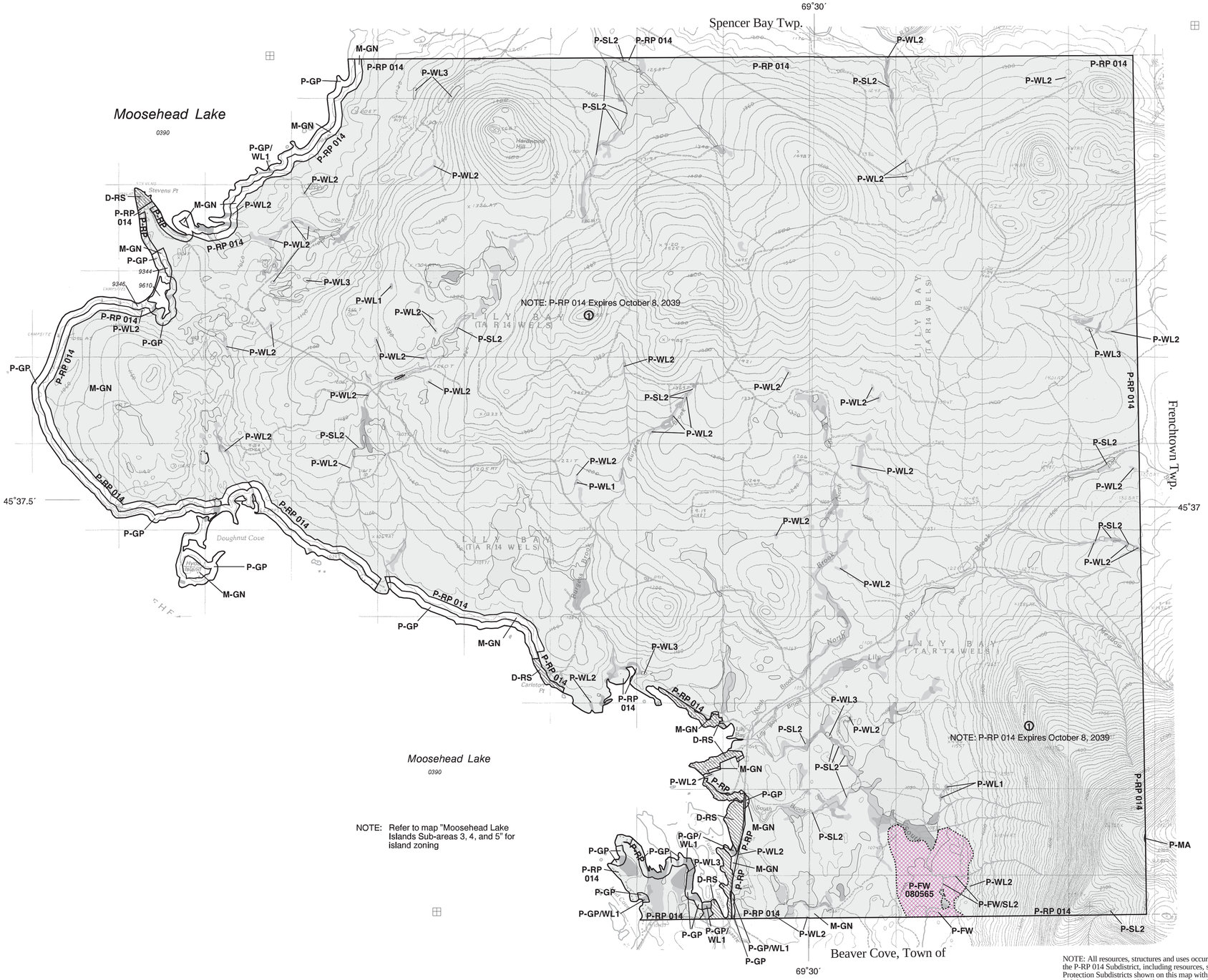
Lily Bay Twp.

TA R14 WELS

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



NOTE: Refer to map "Moosehead Lake Islands Sub-areas 3, 4, and 5" for island zoning

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

Legend

DEVELOPMENT SUBDISTRICTS

- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FW Fish and Wildlife
- P- GP Great Pond
- P- MA Mountain Area
- P- RP Resource Plan
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
ⓘ	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

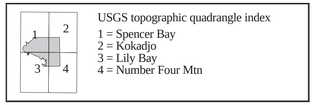
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Spencer Bay
2 = Kokadjo
3 = Lily Bay
4 = Number Four Mtn

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Long Pond Twp.

T3 R1 NBKP

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

D- RS Residential

PROTECTION SUBDISTRICTS

P- FP	Flood Prone
P- GP	Great Pond
P- RP	Resource Plan
P- SL1	250' Shorelands
P- SL2	75' Shorelands
P- WL1	Wetlands of Special Significance
P- WL2	Scrub- shrub Wetlands
P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
①	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

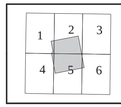
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Heald Pond
2 = Churchill Stream
3 = Brassua Lake West
4 = Catheart Mtn
5 = Long Pond
6 = Misery Knob

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

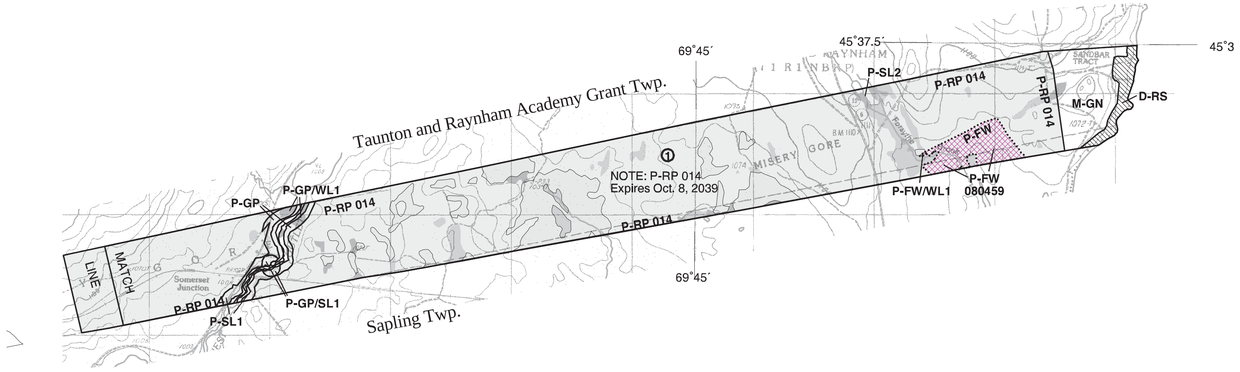
9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

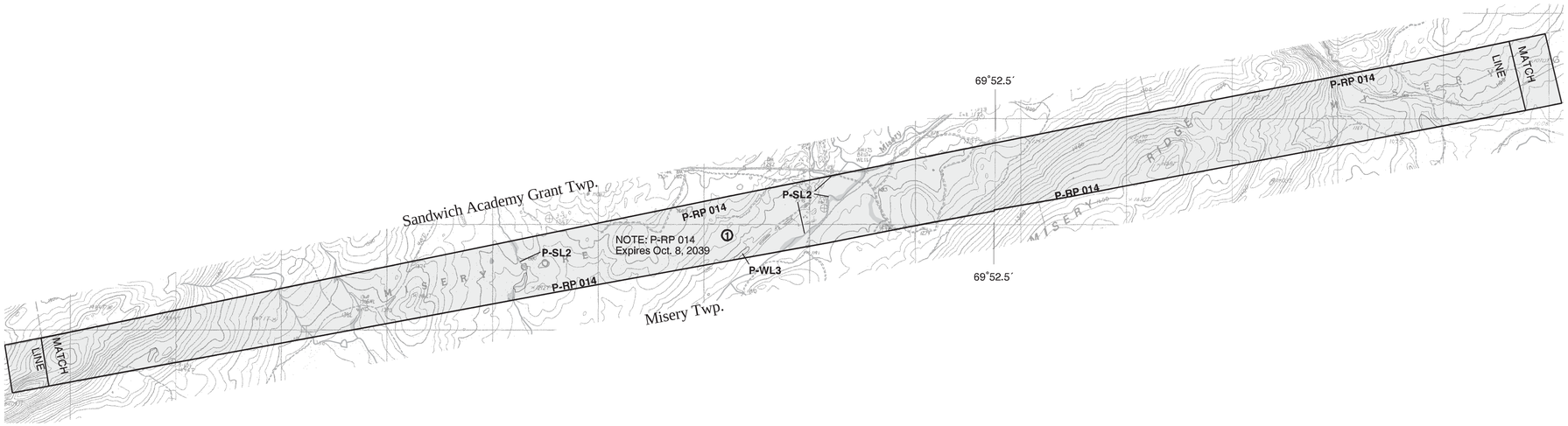
Misery Gore

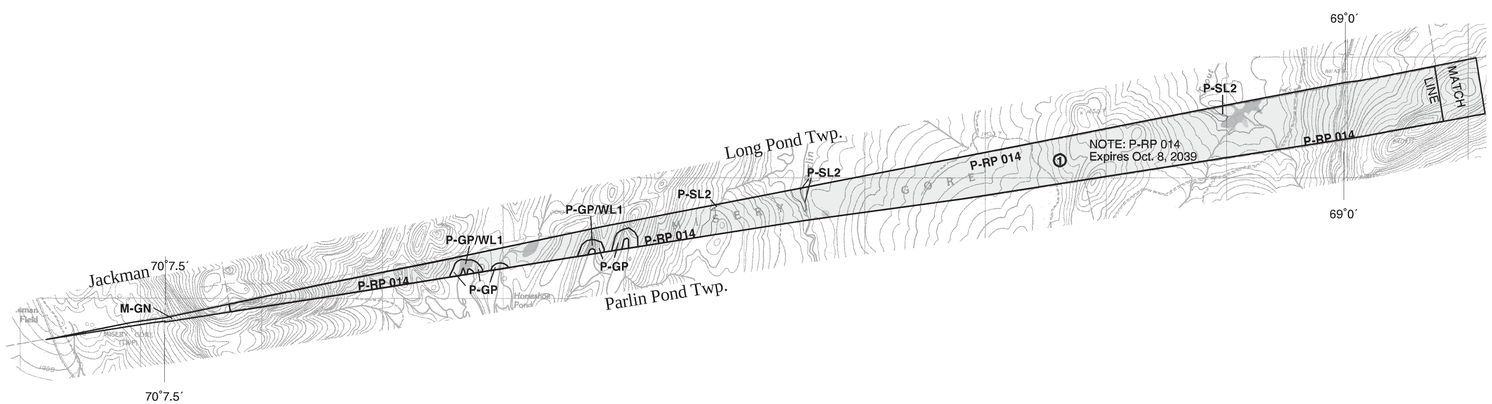
Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission







Legend

DEVELOPMENT SUBDISTRICTS

- D- RS Residential

PROTECTION SUBDISTRICTS

- P- FW Fish and Wildlife
- P- GP Great Pond
- P- RP Resource Plan
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

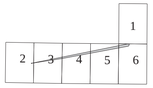
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index

1 = Mt Kineo
2 = Catheart Mtn
3 = Long Pond
4 = Misery Knob
5 = Indian Pond North
6 = Moosehead

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Misery Twp.

T2 R7 BKP WKR

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- GP	Great Pond
	P- RR	Recreation
	P- RP	Resource Plan
— · · · —	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

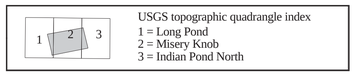
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Long Pond
2 = Misery Knob
3 = Indian Pond North

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Rockwood Strip Twp.

T1 R1 NBKP (North half)

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

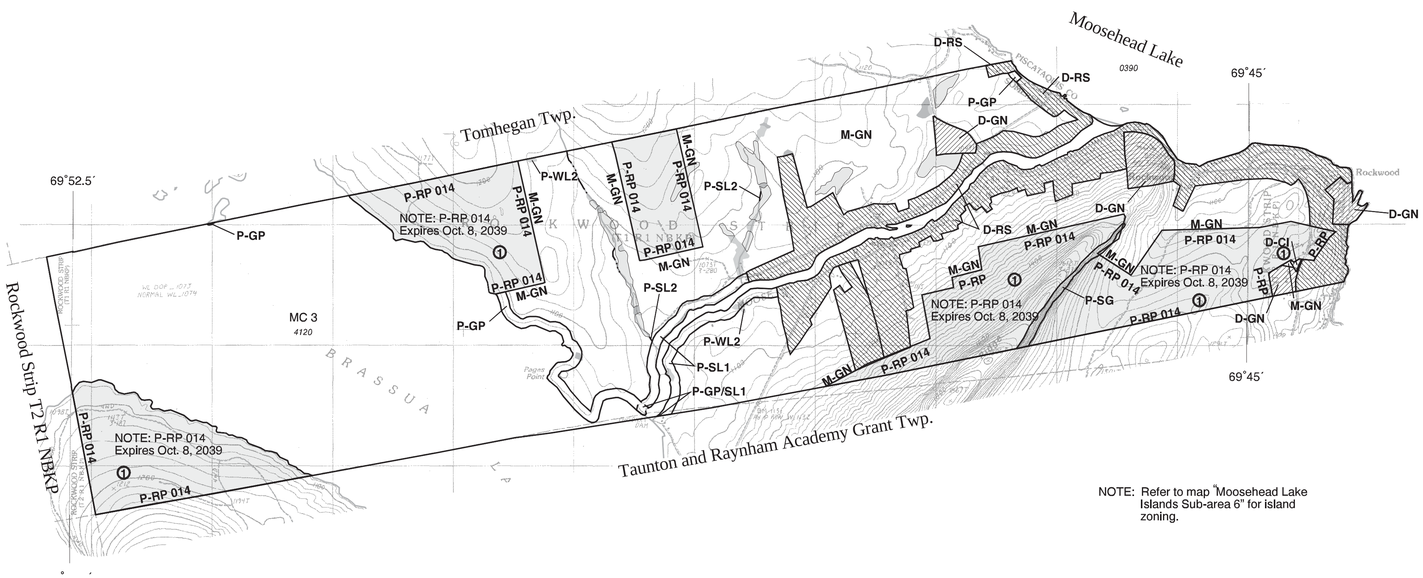
- D- CI Commercial Industrial
- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General



NOTE: Refer to map "Moosehead Lake Islands Sub-area 6" for island zoning.

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP722	07/24/2008	
2	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

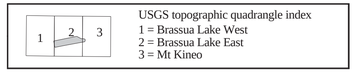
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Brassua Lake West
2 = Brassua Lake East
3 = Mt Kineo

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Rockwood Strip Twp.

T2 R1 NBKP (South half)

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

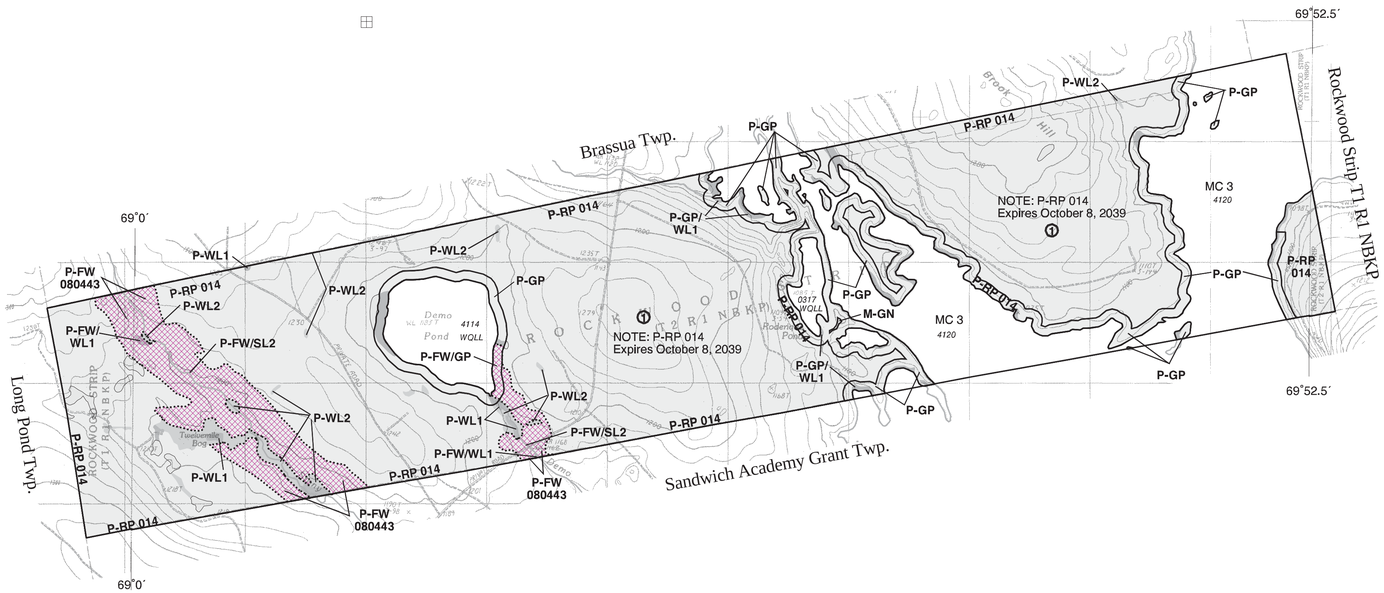
DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General



Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
1	ZP707	08/18/2005 10/08/2009	Adoption of maps with digital NWI wetlands. P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

NOTE: The Federal Emergency Management Agency has prepared flood hazard boundary maps or flood insurance rate maps for this township as part of the National Flood Insurance Program (NFIP). The Maine Land Use Regulation Commission participates in the NFIP on behalf of the entire jurisdiction, and all property owners must comply with the requirements of the program. A copy of the NFIP map(s) may be obtained from the Commission.

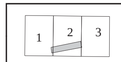
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Churchill Stream
2 = Brassua Lake West
3 = Brassua Lake East

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

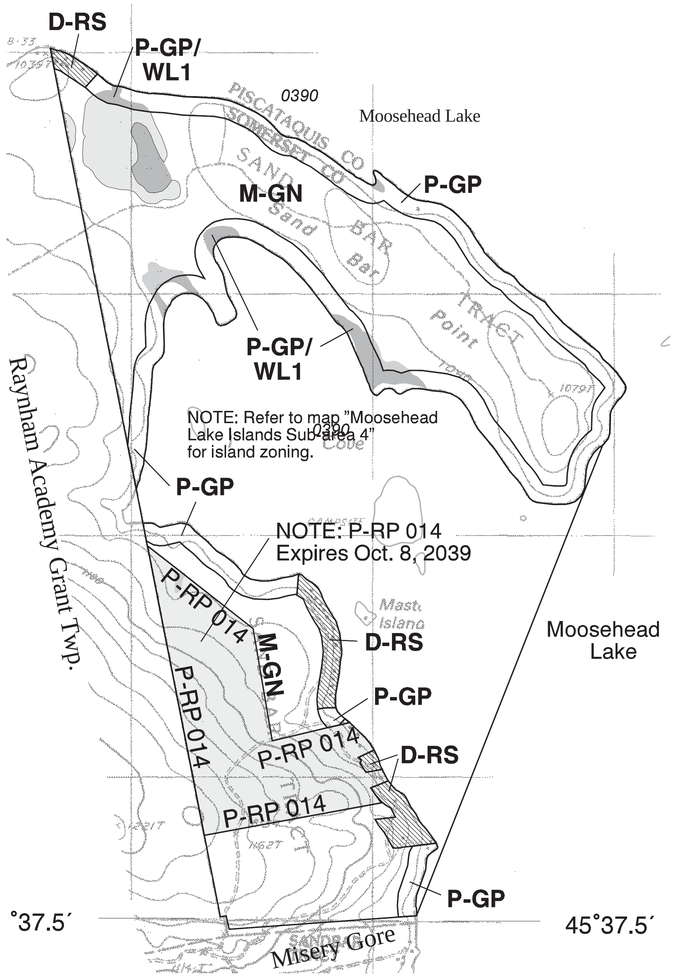
Sandbar Tract Twp.

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



Legend

DEVELOPMENT SUBDISTRICTS

D- RS Residential

PROTECTION SUBDISTRICTS

P- GP Great Pond
P- RP Resource Plan
P- WL1 Wetlands of Special Significance
P- WL2 Scrub- shrub Wetlands
P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2036

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:12000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

1 2 — USGS topographic quadrangle index
1 = Mt Kineo
2 = Moosehead

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Sandwich Academy Grant Twp.

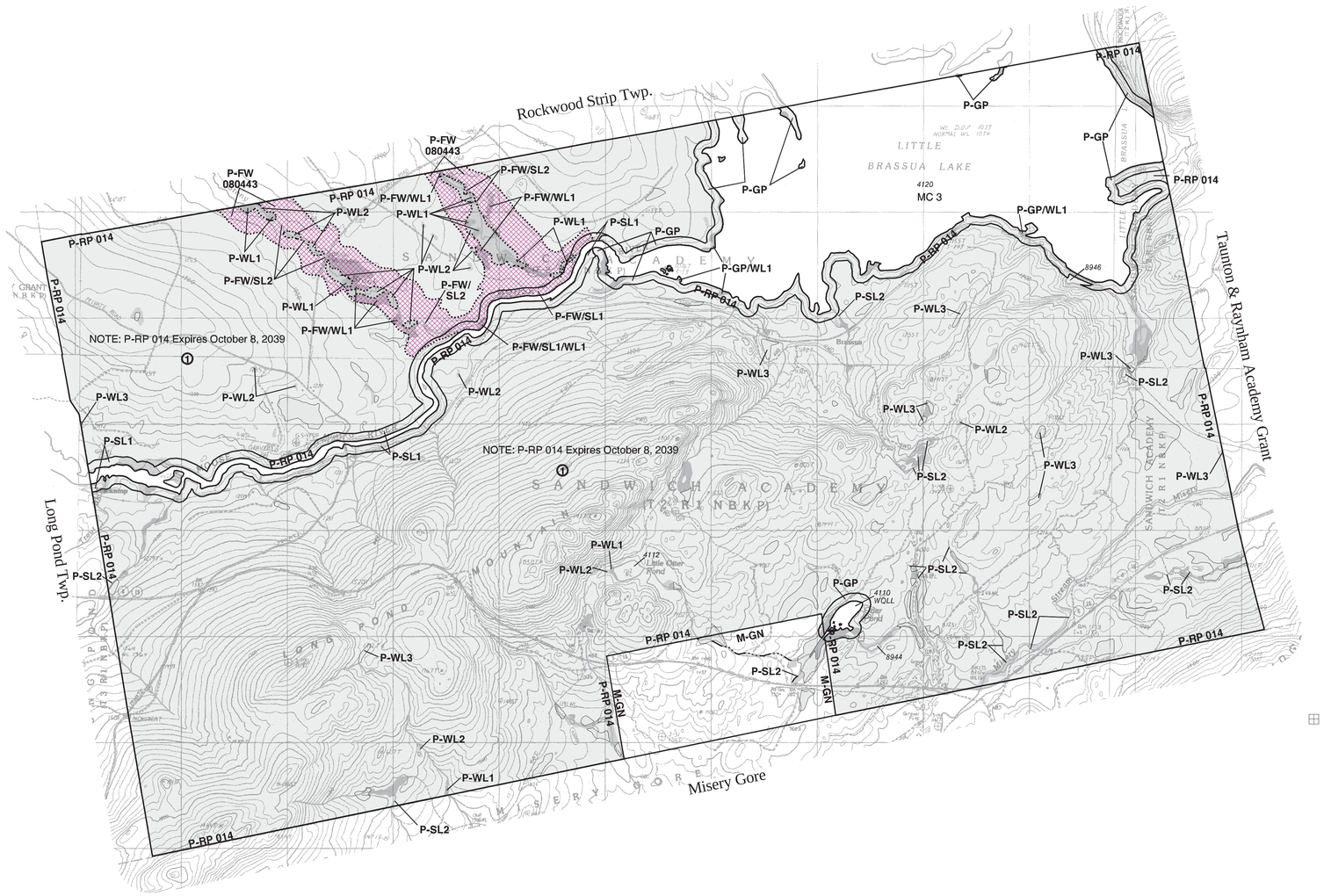
T2 R1 NBKP
(South Portion)

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL1	250' Shorelands
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

1	2	3
4	5	6

USGS topographic quadrangle index
1 = Churchill Stream
2 = Brassua Lake West
3 = Brassua Lake East
4 = Long Pond
5 = Misery Knob
6 = Indian Pond North

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Sapling Twp.

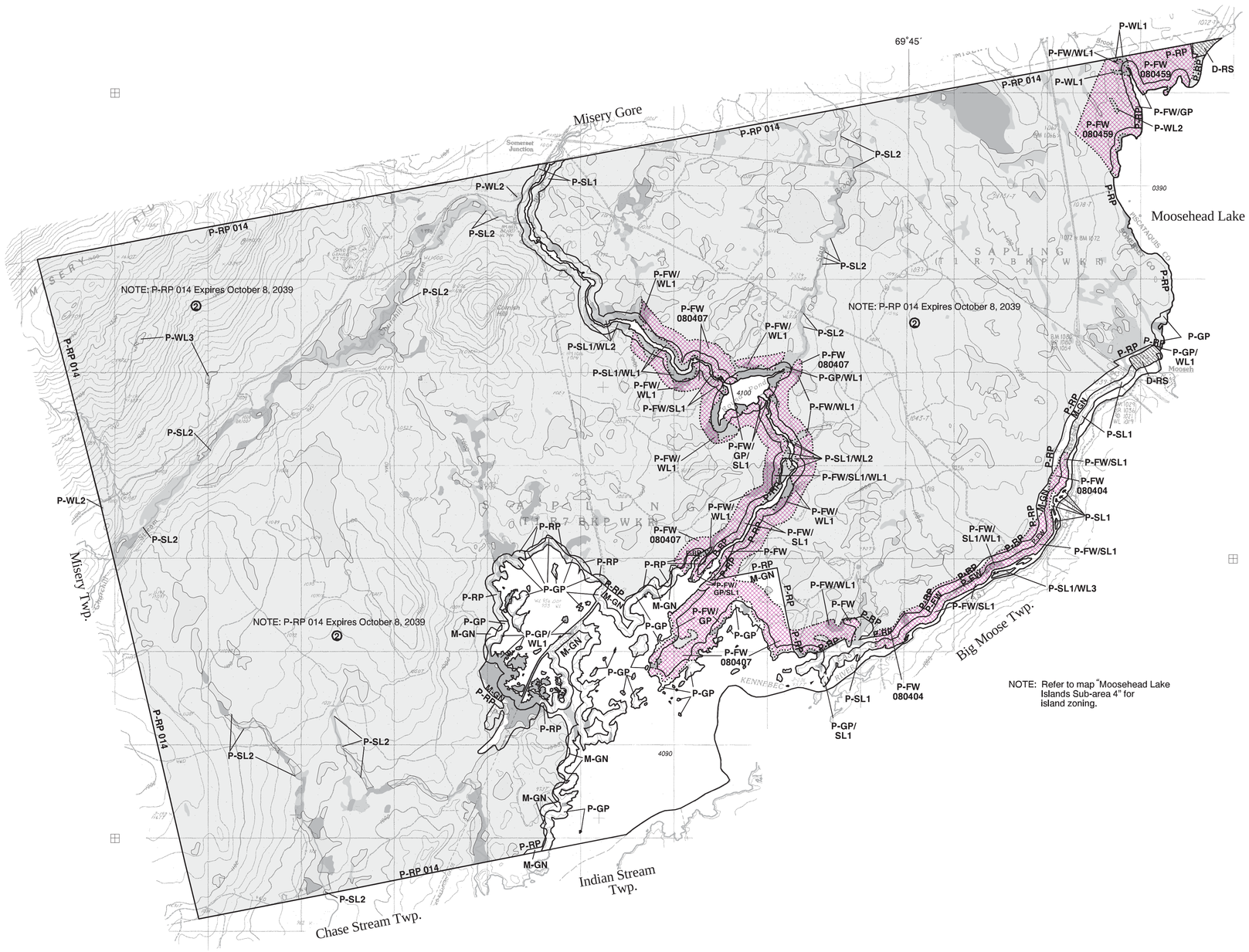
T1 R7 BKP WKR

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



NOTE: Refer to map "Moosehead Lake Islands Sub-area 4" for island zoning.

Legend

DEVELOPMENT SUBDISTRICTS

D- RS Residential

PROTECTION SUBDISTRICTS

P- FW	Fish and Wildlife
P- GP	Great Pond
P- RP	Resource Plan
P- SL1	250' Shorelands
P- SL2	75' Shorelands
P- WL1	Wetlands of Special Significance
P- WL2	Scrub- shrub Wetlands
P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
1	ZP689	06/24/2004	
		08/18/2005	Adoption of maps with digital NWI wetlands.
2	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

USGS topographic quadrangle index
1 = Indian Pond North
2 = Moosehead

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Soldiertown Twp.

T2 R3 NBKP

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

P- FP	Flood Prone
P- FW	Fish and Wildlife
P- GP	Great Pond
P- RR	Recreation
P- RP	Resource Plan
P- SL2	75' Shorelands
P- WL1	Wetlands of Special Significance
P- WL2	Scrub- shrub Wetlands
P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

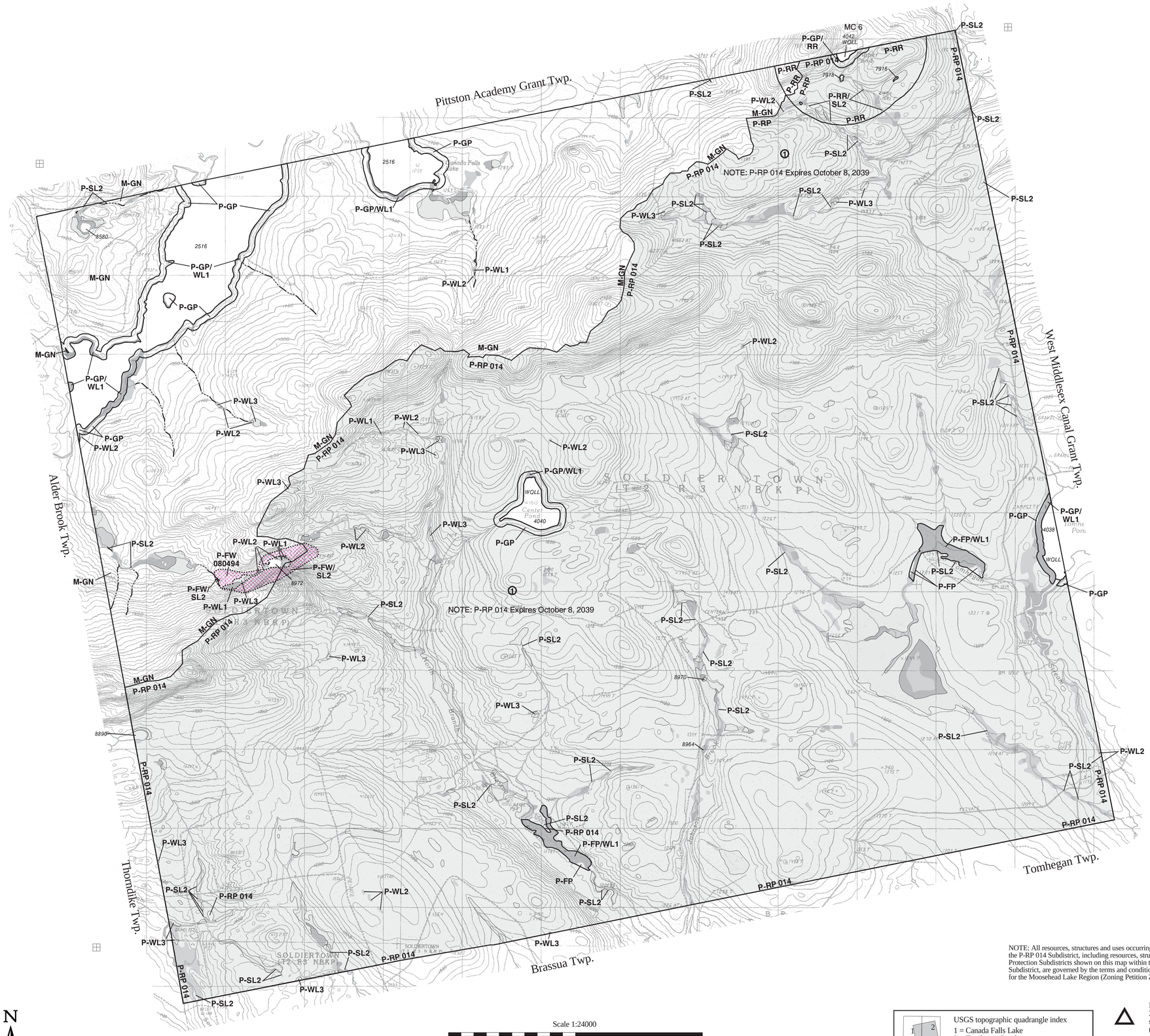
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
①	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

USGS topographic quadrangle index

1 = Canada Falls Lake
2 = Tomhegan Pond
3 = Churchill Stream
4 = Brassua Lake West

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Spencer Bay Twp.

T1 R14 WELS

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- AL	Accessible Lake
	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL1	250' Shorelands
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

USGS topographic quadrangle index
1 = Big Spencer Mtn
2 = Mt Kineo
3 = Spencer Bay
4 = Kokadjo

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Scale 1:24000

Base map compiled from USGS 7.5- minute quadrangle series

N

Squaretown Twp.

T2 R5 BKP EKR

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- GP	Great Pond
	P- RP	Resource Plan
	P- SG	Soils and Geology
	P- SL1	250' Shorelands
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

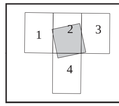
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Black Brook Pond
2 = Indian Pond South
3 = Big Squaw Pond
4 = Moxie Pond

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

T1 R13 WELS

Kokadjo

Piscataquis County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

- D- GN General

PROTECTION SUBDISTRICTS

- P- FW Fish and Wildlife
- P- GP Great Pond
- P- RP Resource Plan
- P- SL1 250' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

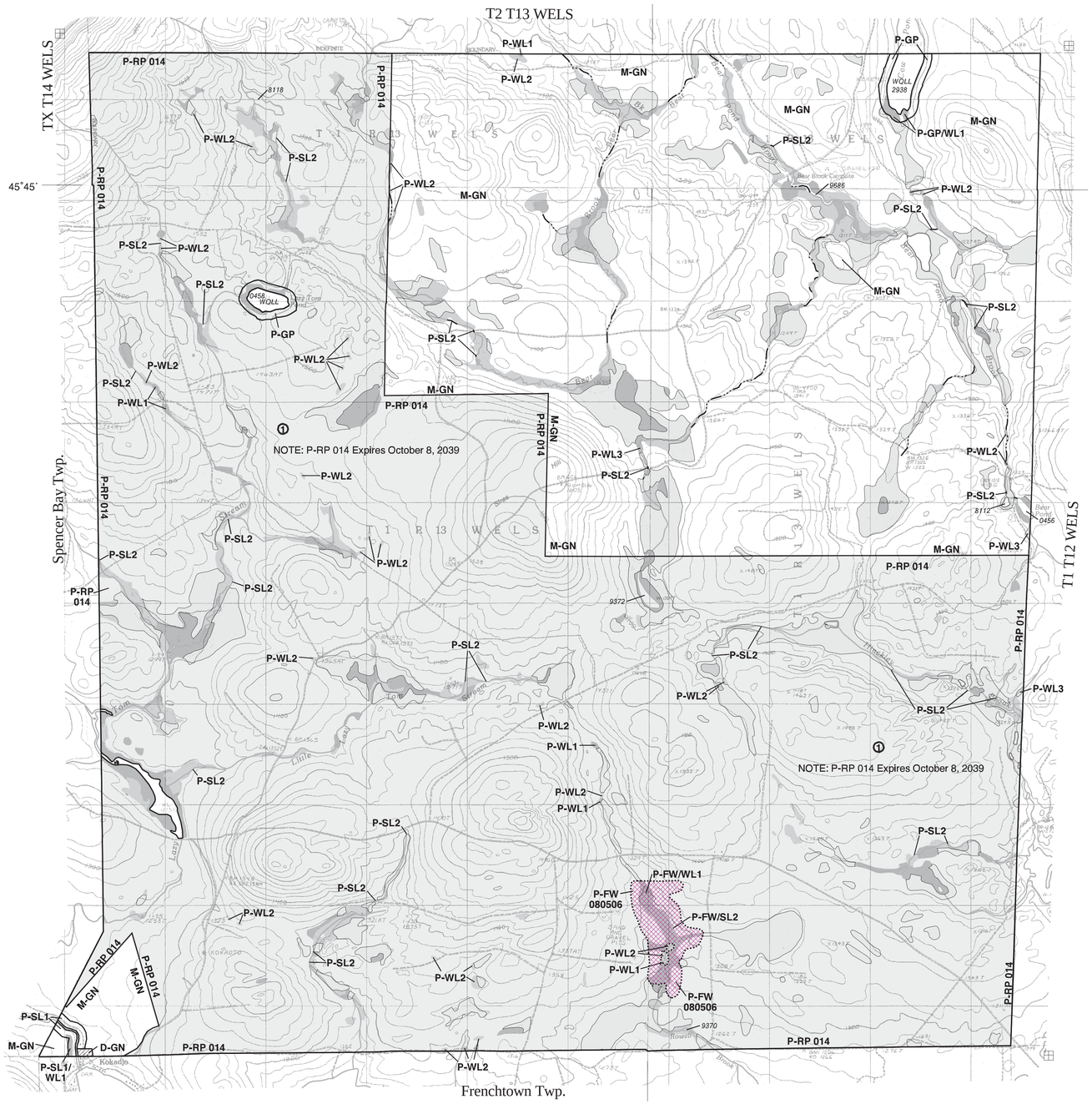
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

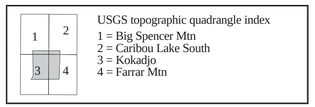
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Big Spencer Mtn
2 = Caribou Lake South
3 = Kokadjo
4 = Farrar Mtn

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

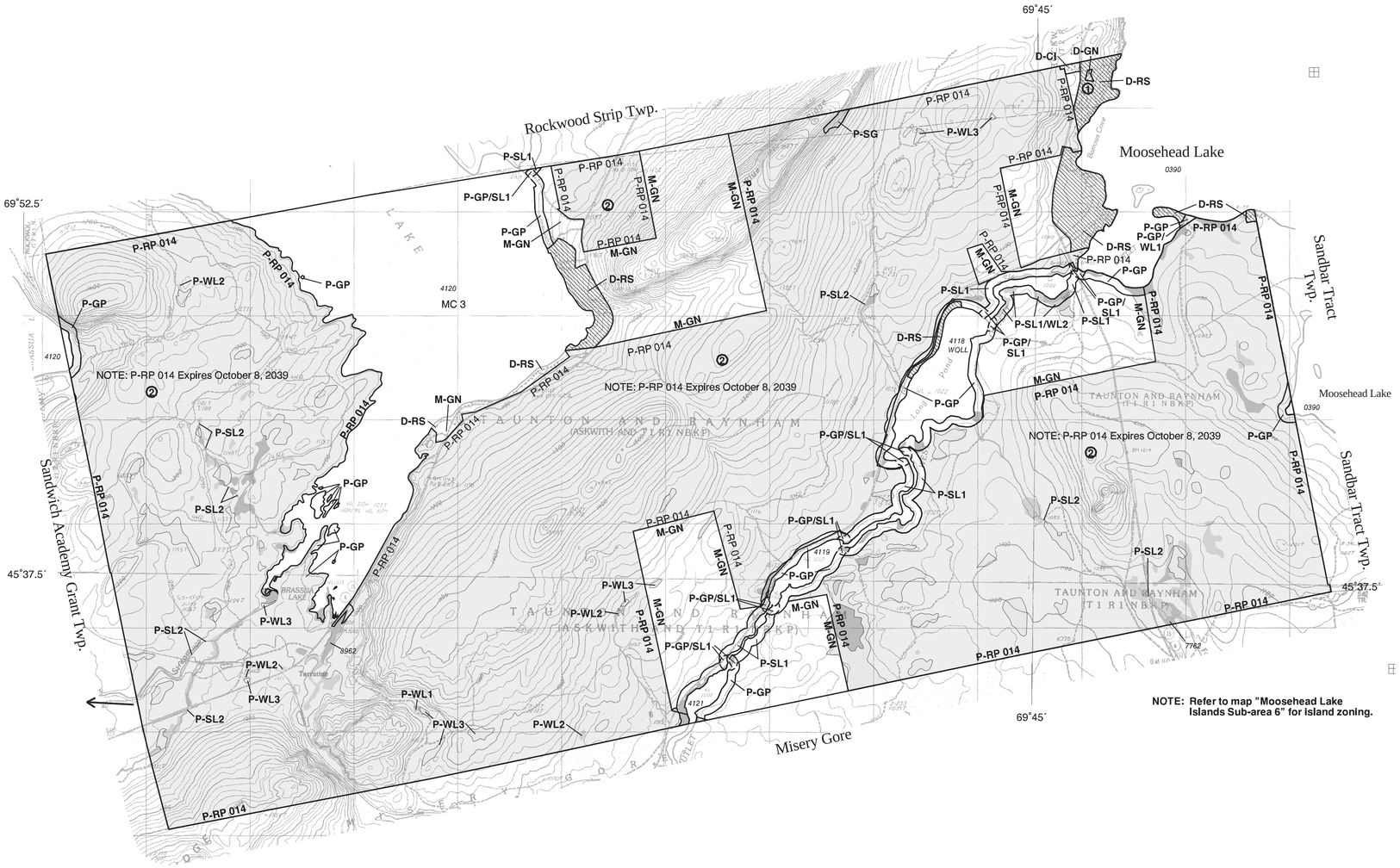
Taunton and Raynham Academy Grant Twp.

T1 R1 NBKP
(South portion) Askwith

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission



Legend

DEVELOPMENT SUBDISTRICTS

- D- CI Commercial Industrial
- D- GN General
- D- RS Residential

PROTECTION SUBDISTRICTS

- P- GP Great Pond
- P- RP Resource Plan
- P- SG Soils and Geology
- P- SL1 250' Shorelands
- P- SL2 75' Shorelands
- P- WL1 Wetlands of Special Significance
- P- WL2 Scrub- shrub Wetlands
- P- WL3 Forested Wetlands

MANAGEMENT SUBDISTRICTS

- M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll — Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP700	09/22/2005	
2	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

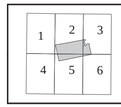
N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series



USGS topographic quadrangle index
1 = Brassua Lake West
2 = Brassua Lake East
3 = Mt Kineo
4 = Misery Knob
5 = Indian Pond North
6 = Moosehead

△ Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

Thorndike Twp.

T3 R2 NBKP

Somerset County

Location map

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- AL	Accessible Lake
	P- FP	Flood Prone
	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

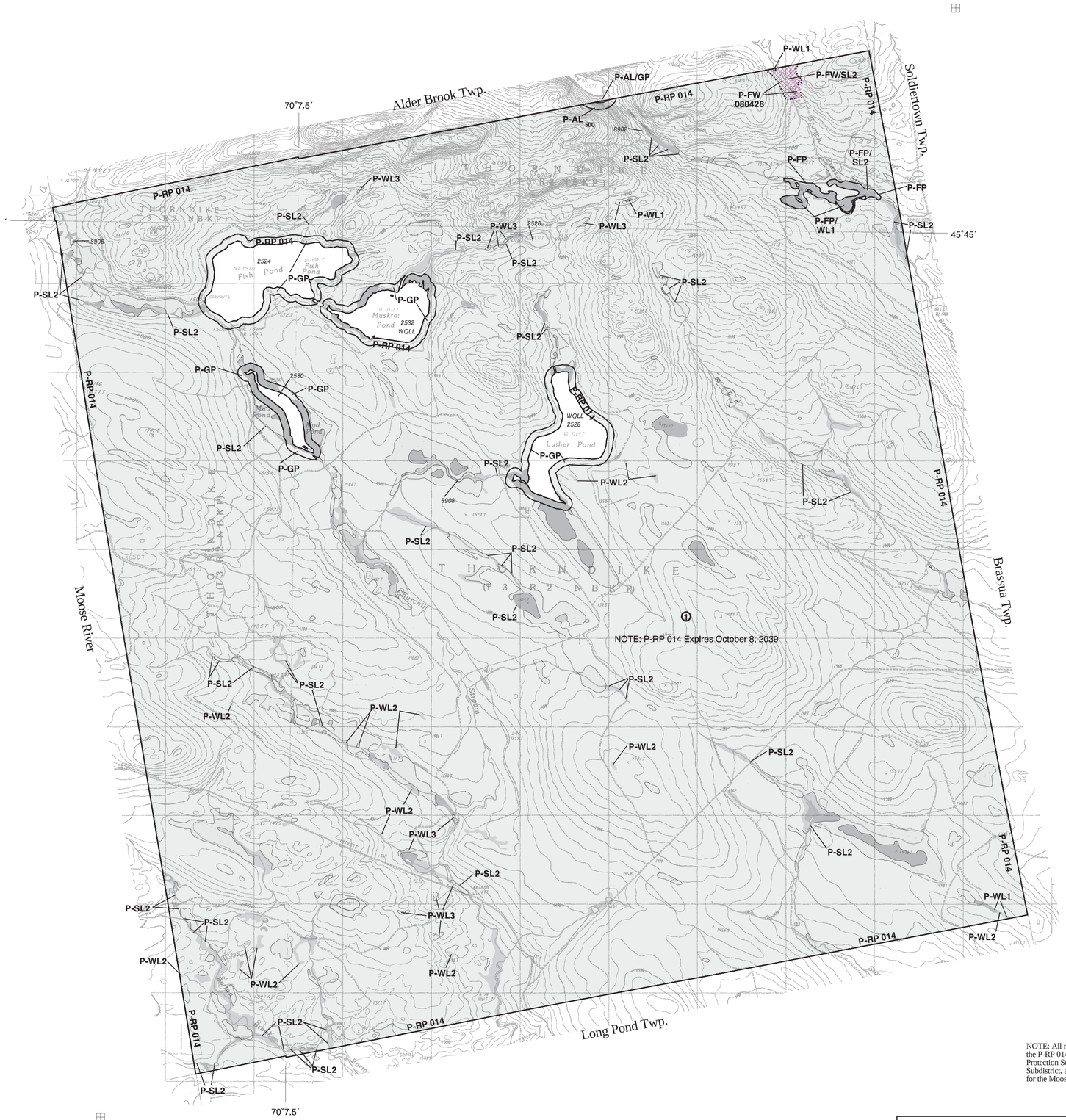
If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M. Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039



NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

USGS topographic quadrangle index
1 = Boundary Bald Mtn
2 = Canada Falls Lake
3 = Heald Pond
4 = Churchill Stream

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

West Middlesex Canal Grant Twp.

T1 R3 NBKP

Somerset County

Land Use Guidance Map

Maine Department of Conservation
Land Use Regulation Commission

Legend

DEVELOPMENT SUBDISTRICTS

PROTECTION SUBDISTRICTS

	P- FP	Flood Prone
	P- FW	Fish and Wildlife
	P- GP	Great Pond
	P- RP	Resource Plan
	P- SL2	75' Shorelands
	P- WL1	Wetlands of Special Significance
	P- WL2	Scrub- shrub Wetlands
	P- WL3	Forested Wetlands

MANAGEMENT SUBDISTRICTS

M- GN General

Zone boundaries are shown as a solid line (———) where possible. When one protection subdistrict overlaps another protection subdistrict, a dashed line (– – – –) may be used. For complete descriptions of those areas included within the various subdistricts, and regulations pertaining thereto, refer to the Land Use Districts and Standards for the Plantations and Unorganized Townships of the State of Maine, Maine Land Use Regulation Commission, Department of Conservation. Where any inconsistencies exist between the district boundaries, as shown on this map, and those described by the Commission's Land Use Districts and Standards , the latter shall govern.

WQLL ——— Water Quality Limiting Lake - Refer to Section 10.23,E,3,f of the Commission's Land Use Districts and Standards

MC1 - MC6 ——— Lake Management Classes - Refer to Section 10.02 (Definitions) of the Commission's Land Use Districts and Standards

For simplicity, this map does not show the Wetland Protection Subdistricts for areas identified pursuant to Section 10.23,N,2 such as the beds of rivers, lakes, and other water bodies, and freshwater wetlands within 25 feet of stream channels, which areas are nevertheless within P- WL Subdistricts. Also, this map does not show the Shoreland Protection Subdistricts along stream channels flowing through wetlands, which areas are nevertheless within P- SL2 Protection Subdistricts.

If the locations of flowing waters or bodies of standing water existing on the ground are at variance with those shown on the map, then pursuant to 12 M.R.S.A., §685- A(2)(G), P- GP, P- RR, P- SL, P- WL, and other subdistrict boundaries which are based upon the location of such waters shall, as appropriate, be deemed to follow the flowing water or body of standing water existing on the ground.

This Land Use Guidance Map was adopted by the Maine Land Use Regulation Commission on ***August 3, 2005***, and became effective on ***August 18, 2005***. This map is certified to be a true and accurate copy of the official Land Use Guidance Map of the Maine Land Use Regulation Commission.

By: Catherine M Carroll Director, Maine Land Use Regulation Commission

Amendments

Location #	Zoning permit	Effective date	Remarks
		08/18/2005	Adoption of maps with digital NWI wetlands.
1	ZP707	10/08/2009	P-RP 014 Expires October 8, 2039

NOTE: All resources, structures and uses occurring within the boundary of the P-RP 014 Subdistrict, including resources, structures and uses in those Protection Subdistricts shown on this map within the boundary of the P-RP 014 Subdistrict, are governed by the terms and conditions contained in the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707).

N

Scale 1:24000

1 0.5 0 1 miles

1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000 feet

Base map compiled from USGS 7.5- minute quadrangle series

USGS topographic quadrangle index
1 = Tomhegan Pond
2 = Socatean Bay

Point at which a river drains 25 square miles - symbol points upstream (12 MRSA Sec. 682-B(4))

9999 MIDAS number: Unique number assigned to each standing body of water in Maine.

B

Minimum Mandatory Declaration Elements for Development Areas

MINIMUM MANDATORY DECLARATION ELEMENTS FOR DEVELOPMENT AREAS

A. General Requirements

1. Mandatory Declaration Elements

The Mandatory Declaration Elements set forth in Section B of this document are intended to apply to lands within development areas that are or will be used for any and all purposes involving the construction or placement of dwelling units (including but not limited to subdivisions for residential dwellings, affordable housing, caretaker/manager housing, and employee housing). Nothing herein shall be construed as limiting the Commission's authority to require the same or similar declarations to be recorded in connection with permit approvals for other forms of development consistent with the Concept Plan and applicable law.

Prior to or concurrent with the sale or other transfer of interest of any portion of any development area except for the D-MH-PR and D-MH-CI zones as identified in Section I.E and shown on the maps in Section I.H of the Concept Plan, Plum Creek shall record all Mandatory Declaration Elements against such property. Mandatory Declaration Elements may not be modified or omitted from Declarations, except as follows:

a. Changes made to the Mandatory Declaration Elements to correct scrivener's errors, adjust numbering, supplement with subdivision- or development-specific references, or re-order terms shall be permitted without approval of the Commission.

b. Terms may be added to Declarations so long as they are not inconsistent with the Mandatory Declaration Elements and the terms of the Concept Plan. Other than those transfers of interest that are exempt from Commission subdivision review pursuant to Section II, Sub-Chapter III, 10.25,Q,1 of the Concept Plan, any such additional terms must be submitted to the Commission for review and approval as part of a subdivision permit application in order for the Commission to determine their consistency with the Mandatory Declaration Elements, the terms of the Concept Plan and any other terms and conditions of permits issued by the Commission.

2. Area Specific Restrictions

The Area Specific Restrictions set forth in Section C of this document are intended to apply to lands within certain development areas that are or will be used for any and all purposes involving the construction or placement of dwelling units (including but not limited to subdivisions for residential dwellings, bed and breakfast facilities, affordable housing, caretaker/manager housing, and employee housing) and/or the construction or placement of commercial lodging establishments (including but not limited to hotels, motels, inns, lodges, housekeeping cabins, timeshare units, commercial sporting camps, back country huts, and remote rental cabins).

Prior to or concurrent with the sale or other transfer of interest of any portion of those development areas within the Concept Plan area to which the Area Specific Restrictions apply, as identified in Section C below, but in any event and regardless of whether a sale or other transfer of interest has taken place, Plum Creek shall record the Area Specific Restrictions applicable to such development area no later than 90 days after the Concept Plan finalization date .

All definitions in sub-sections B and C, below, apply exclusively to this document and do not apply to other parts of the Concept Plan. Only to the extent a term in this document is not defined shall the definitions in Section II, Sub-Chapter I, 10.02 of the Concept Plan apply.

B. Mandatory Declaration Elements

1. Definitions

Association. The term "Association" shall mean and refer to *[Subdivision Name] Owners Association*, a non-profit corporation organized and existing under the laws of the State of _____, its successors and assigns.

Final Subdivision Approval. The term "Final Subdivision Approval" shall mean the date upon which the deadline for all legally allowable appeals of the Land Use Regulation Commission's approval of such subdivision permit has passed, or, if the approval is appealed, the date upon which the last of all such appeals are decided in final non-appealable decisions.

2. Amendments and Supplemental Declarations

This Declaration may not be amended without prior approval by the Land Use Regulation Commission, except that changes to correct scrivener's errors, adjust numbering, supplement with subdivision-specific references, or re-order terms shall be permitted without such approval.

3. Inspection and Reporting

Beginning on the one (1) year anniversary of the Land Use Regulation Commission granting Final Subdivision Approval for the subdivision known as *[Subdivision Name]* and no less frequently than on an annual basis thereafter, the Association shall hire an independent qualified third-party inspector or inspectors to perform an on-site survey of all lots and common areas within an Association and prepare a report (the "Inspection Report") regarding compliance or noncompliance with all standards and requirements applicable to vegetation clearing activities and to water quality, including but not limited to:

(a) Section 10.25,K (Surface Water Quality) and Section 10.25,L (Phosphorus Control) of the Land Use Regulation Commission's *Land Use Districts and Standards* (Chapter 10), as may be amended from time to time;
(b) Section II, Sub-Chapter II, 10.25,E,1,C (Vegetation Clearing Activities Within Shoreland and Roadway Buffer Areas), 10.25,E,1,D (Vegetation Clearing Activities Outside Shoreland and Roadway Buffer Areas) and 10.25,E,1,E (Replacement of Removed Vegetation) of the Concept Plan for the Moosehead Lake Region, approved by the Land Use Regulation Commission pursuant to Zoning Petition ZP 707; and
(c) the applicable terms and conditions of this Declaration.

The inspector(s) preparing the Inspection Report must, individually or collectively, possess demonstrated expertise in determining compliance with the vegetation clearing and water quality standards, and must be free from any financial or other conflict of interest that could compromise the inspector's independence and objectivity. The Inspection Report shall include a statement detailing the qualifications of the inspector(s) and certifying the absence of any conflict of interest, and shall be delivered immediately upon completion to the Land Use Regulation Commission (22 State House Station, Augusta, Maine 04333-0022, Attention: Manager, Permitting & Compliance Division).

4. Violation or Delinquency

The Association shall be liable for violations of the Inspection and Reporting obligations described in Section 3 of this Declaration. The Association shall also be liable for violations of this Declaration and violations of the Association's published rules and regulations if the violation occurs on a Common Area of the subdivision.

5. Enhanced 911 Street and Address Numbering System

Declarant shall provide to and receive approval from the County's Addressing Officer for the addresses of all lots (or units) within the approved subdivision (or development) for participation in the County's Enhanced 9-1-1 System.

C. Area Specific Restrictions

1. Definitions

Accessory Structure. The term "Accessory Structure" means a structure subordinate to a permitted or conditional use or structure and customarily incidental to the permitted or conditional use of the structure. 12 M.R.S.A. § 682

Bed and Breakfast Facility. The term "Bed and Breakfast Facility" shall mean an owner-occupied, single-family dwelling comprising a single residential building and its accessory structures, in which up to six sleeping rooms are rented for a fee for transient occupancy by guests. Breakfast is the only meal to be served to overnight guests. There must be no kitchen facilities in rented rooms and no separate ownership of rooms.

Caretaker/Manager Housing. The term "Caretaker/Manager Housing" shall mean a Dwelling Unit located on property owned by a homeowners association or resort developer and occupied by an employee or an individual member of a homeowners association or resort for the purpose of providing ongoing maintenance, property management, and caretaking services to the homeowners association, resort development and/or its members in connection with the operation of a subdivision or resort development. Caretaker/Manager Housing may be occupied by the employee and his or her family and temporary guests. Caretaker/Manager Housing may be associated with a common area facility, or may be located on a separate lot owned by the homeowners association or resort developer. If an employee of a homeowners association or resort resides on a lot or in a Unit he or she owns, it shall not be considered "Caretaker/Manager Housing."

Commercial Lodging Establishment. The term "Commercial Lodging Establishment" shall mean a business that provides short-term overnight accommodations with sleeping arrangements for a fee, such as hotels, motels, inns, lodges, housekeeping cabins, timeshare units, commercial sporting camps, back country huts, and remote rental cabins, but excluding bed and breakfast facilities, which are considered Dwelling Units.

Dwelling Unit. The term "Dwelling Unit" shall mean a structure or that is intended for use or is used for human habitation, consisting of a room or group of rooms designed and equipped for use primarily as living quarters, including any minor home occupations, for one family. Accessory Structures intended for human habitation that have plumbing are considered separate Dwelling Units. Dwelling Units do not include buildings or parts of buildings used as a hotel, motel, commercial sporting camp or other similar buildings or parts of buildings used as a hotel, motel, commercial sporting camp or other similar facility which is rented or leased on a relatively short-term basis.

Employee Housing. The term "Employee Housing" shall mean a Dwelling Unit operated for the purpose of providing affordable, decent, safe and sanitary living accommodations for persons employed directly by a resort located in the Lily Bay, Big Moose Mountain or Moose Bay Development Areas, as shown on Exhibit __. Employee housing shall be considered "affordable" if said living accommodations are within the financial means of employees

at the lower wage and salary compensation levels. Employee housing is usually short-term or seasonal, but may be year-round for resorts that operate year-round, and may be occupied by the employee and his or her family and temporary guests. Employee housing may be located within a common area facility within the Development Areas, or may be located on-site or off-site on a separate lot owned, leased or rented by the resort providing the housing. If an employee of a resort resides on a lot or in a Unit he or she owns, it shall not be considered "Employee Housing."

Unit. The term "Unit" shall mean either (a) a Dwelling Unit (including but not limited to single-family dwellings, two-family dwellings, multi-family dwellings, accessory structures intended for human habitation that have plumbing, bed and breakfast facilities, condominiums, townhouses, caretaker/manager housing, employee housing, affordable housing, and remote camps) or (b) an overnight accommodation unit (such as a room, suite or housekeeping cabin) within a Commercial Lodging Establishment.

2. Calculating Units

For purposes of calculating limitations on numbers of Units pursuant to Section __, *Area Specific Restrictions that Exist in Perpetuity*:

(a) Each single-family dwelling, each Unit comprising a two-family or multi-family dwelling, each Bed and Breakfast Facility, and each accessory structure intended for human habitation that has plumbing shall count as one Unit except as follows:

(i) Caretaker/Manager Housing shall not count as Units.

(ii) Employee Housing shall not count as Units.

(b) Each overnight accommodation unit included within a Commercial Lodging Establishment shall count as one Unit, except as follows:

(i) So long as they do not have separate kitchens, rooms that are parts of a suite shall be counted as part of a suite and not be counted as separate Units, even if such rooms have separate entry and egress or may occasionally be separately rented ("lock-off rooms").

(ii) Back country huts, remote rental cabins, campgrounds, and campsites shall not count as Units.

3. Area Specific Restrictions That Exist In Perpetuity

For purposes of this sub-section, a Unit shall be deemed "constructed" when a building value in excess of $1,000 is assessed by the Maine Revenue Service or any successor governing property tax assessment authority.

(a) Long Pond Development Area. The number of Units located within the Long Pond Development Area, as shown on Exhibit __, shall not exceed 55. No lot created for human habitation shall be further subdivided. No Units exceeding the number of Units per lot expressly set forth in Section __ of this Declaration may be constructed on any lot. Immediately upon the construction of the 55th Unit, all development rights for additional Units within the Long Pond Development Area are hereby extinguished.

(b) Upper Wilson Pond Development Area. The number of Units located within the Upper Wilson Pond Development Area, as shown on Exhibit __, shall not exceed 32. No lot created for human habitation shall be further subdivided. No Units exceeding the number of Units per lot expressly set forth in Section __ of this Declaration may be constructed on any lot. Immediately upon the construction of the 32nd Unit, all development rights for additional Units within the Upper Wilson Pond Development Area are hereby extinguished.

(c) Lily Bay Development Area. The number of Units located within the Lily Bay Development Area, as shown on Exhibit __, shall not exceed 404. No lot created for human habitation shall be further subdivided. No Units exceeding the number of Units per lot expressly set forth in Section __ of this Declaration may be constructed on any lot. Immediately upon the construction of the 404th Unit, all development rights for additional Units within the Lily Bay Development Area are hereby extinguished.

(d) Lily Bay Mountain Primitive Resort Area. The Lily Bay Mountain Primitive Resort Area, as shown on Exhibit __, shall not be further subdivided. The construction of any dwelling unit, or the conversion of any building to a dwelling unit is permanently prohibited. The aggregate size of all principal buildings within the Lily Bay Mountain Primitive Resort Area shall not exceed 10,000 square feet. "Principal buildings" include commercial sporting camps, main lodges for the serving of meals and for socializing by guests, cabins (including housekeeping and outpost cabins), back country huts, remote rental cabins and other structures housing guests, owners and/or employees, but do not include Accessory Structures such as wood sheds, equipment storage facilities and other utility buildings. Immediately upon construction of principal buildings to the maximum allowed aggregate size, all development rights for additional new or expanded principal buildings are hereby extinguished. Thereafter, principal buildings may only be reconstructed in such a manner so as to not exceed the maximum allowed aggregate size.

(e) Indian Pond Primitive Resort Area. The Indian Pond Primitive Resort Area, as shown on Exhibit __, shall not be further subdivided. The construction of any dwelling unit, or the conversion of any building to a dwelling unit is permanently prohibited. The aggregate size of all principal buildings within the Indian Pond Primitive Resort Area shall not exceed 10,000 square feet. "Principal buildings" include commercial sporting camps, main lodges for the serving of meals and for socializing by guests, cabins (including housekeeping and outpost cabins), back country huts, remote rental cabins and other structures housing guests, owners and/or employees, but do not include Accessory Structures such as wood sheds, equipment storage facilities and other utility buildings. Immediately upon construction of principal buildings to the maximum allowed aggregate size, all development rights for additional new or expanded principal buildings are hereby extinguished. Thereafter, principal buildings may only be reconstructed in such a manner so as to not exceed the maximum allowed aggregate size.

(f) Blue Ridge portion of the Rockwood/Blue Ridge Development Area. All development rights for all structures within the bounds of a 290-acre parcel of land located on Blue Ridge, as shown on Exhibit ___, are hereby extinguished. For purposes of this paragraph, structures shall mean 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, except that hiking trails and *de minimus* structures associated with such trails (including, by way of example, trail markers and other unobtrusive interpretive signs, water crossings, and erosion control structures) shall not be considered structures.

(g) Recognition of Adjoining Landowners' Rights and Purchasers' Obligations. Notice is hereby given to prospective purchasers by seller in association with deeds of land being sold within 250 feet of the normal high water mark of Brassua Lake, Indian Pond and Moosehead Lake of the following adjoining landowners' rights and purchasers' rights and obligations:

i. Notice to Purchasers -- Brassua Lake

Lake Levels: The lot you are purchasing is near a water storage reservoir known as Brassua Lake. The lake is generally open to the public and is licensed by the Federal Energy Regulatory Commission ('FERC") as a hydroelectric power and water storage project. Water levels in the lake are controlled by FPL Energy Maine Hydro LLC, a Delaware limited liability company, Merimil Limited Partnership, a Maine limited partnership, and Madison Paper Industries, a Maine partnership (collectively, the "Owners") and subject to

FERC and State of Maine requirements. In purchasing this land you will be acknowledging Owners' rights and that lake levels within the reservoir fluctuate significantly throughout the year, they have been drawn down historically beginning in late summer and extending through fall and winter months to levels substantially below summer pond levels and lake levels will continue to fluctuate in the future.

Lake Access: The lot you are buying does not directly abut the waters of the lake. To gain access to the lake you will need to cross the FERC Project Boundary and lands owned by the Owners. You have been provided with a plan which shows your lot as well as the approximate location of the FERC Project Boundary which also is the Owner's property line at contour elevation 1076.0 feet. As a member of the public you generally are allowed lake access on foot across the Owners' Project lands including those lands adjacent to your lot. However, any disturbance of the existing vegetation or shoreline within a FERC Project Boundary is prohibited as is the storage of any equipment or materials on the shoreline.

Boat Access: The launching of small boats (e.g., canoes, kayaks) along the shores near to your property is generally permitted provided the launching does not disturb shoreline vegetation or cause any erosion within the FERC Project Boundary. For larger boats and those which are carried on trailers, launching must be done at public or other Owner-approved boat launches designed for that purpose.

Docks and Other Structures: The placement and use of any dock or structure requires an agreement with the Owners which may or may not exist at this time. Placement of any moorings within the Project Boundary or other use of the Project Lands beyond those described herein is prohibited without the express written approval of the Owners and, if applicable, the appropriate permits from the Land Use Regulation Commission or other authorities.

Further Conveyances: You agree that this Notice will be incorporated in any contract for the sale of your lot and in any deed by which you may convey your lot.

ii. Notice to Purchasers -- Indian Pond

Land Use Restrictions: The land you are purchasing is encumbered by perpetual land use restrictions that prohibit dwelling units and subdivision of land and restrict the aggregate size of certain buildings on this land. These specific restrictions are set forth in paragraph ___ herein.

Lake Levels: The land you are purchasing is near to a water storage reservoir known as Indian Pond (the "Lake"). The Lake is generally open to the public and is licensed by the Federal Energy Regulatory Commission ('FERC") as a hydroelectric power and water storage project. Water levels in the Lake are controlled by the FPL Energy Maine Hydro LLC, a Delaware limited liability company (the "Owner") and subject to FERC and State of Maine requirements. In purchasing this land you will be acknowledging Owner's rights and that lake levels within the reservoir fluctuate significantly within any day, week, and throughout the year, and the Lake levels will continue to fluctuate in the future.

Lake Access: The lot you are buying does not directly abut the waters of the Lake. To gain access to the Lake from your land you need to cross the USGS contour line at elevation 960 (which is generally the FERC Project Boundary) and lands owned by the Owner and which are subject to a Conservation Easement which prohibits any private development on Owner lands). You have been provided with a plan which shows your lot as well as the approximate location of the FERC Project Boundary which is also the Owner's Property Line at the contour interval elevation 960.0 feet. As a member of the public you generally are allowed Lake access on foot across Project lands including those lands adjacent to your land. However, any disturbance of the existing vegetation or shoreline within a FERC Project Boundary is prohibited as is the storage of any equipment or materials on the shoreline.

Boat Access: No private rights to launch or store boats on the Conserved Lands will be granted by the Owner. Access to the Lake for launching boats is available at public boat launches designed and designated for that purpose.

Docks and Other Structures: The placement and use of any dock or structure or placement of any moorings within the Project Boundary or other use of the Project Lands beyond those described herein is prohibited by the Owner.

Further Conveyances: You agree that this Notice will be incorporated in any contract for the sale of your land and in any deed by which you may convey your land.

iii. Notice to Purchasers -- Moosehead Lake

Lake Levels: The lot you are purchasing is near a water storage reservoir known as Moosehead Lake. The lake is generally open to the public and is licensed by the Federal Energy Regulatory Commission ('FERC") as a hydroelectric power and water storage project. Water levels in the lake are controlled by the Kennebec Water Power Company, a Maine corporation (the "Owner") and subject to FERC and State of Maine requirements. In purchasing this land you will be acknowledging Owner's rights and that lake levels within the reservoir fluctuate significantly throughout the year. They have been drawn down historically beginning in late summer and extending through fall and winter months to levels substantially below summer pond levels. Lake levels will continue to fluctuate in the future.

Lake Access: The lot you are buying mayor may not directly abut the waters of the lake. To gain access to the lake from your land you need to cross the FERC Project Boundary and lands owned by, or lands upon which the Owner has significant flowage-related rights. You have been provided with a plan which shows your lot as well as the approximate location of the FERC Project Boundary (contour interval elevation 1029.0 feet) which represents the line along the lake within which Owner has interests. As a member of the public you generally are allowed lake access on foot across Project lands including those lands adjacent to your lot. However, any disturbance of the existing vegetation or shoreline within a FERC Project Boundary is prohibited as is the storage of any equipment or materials on the shoreline.

Boat Access: The launching of small boats (e.g., canoes, kayaks) along the shores near to your property is generally permitted provided the launching does not disturb shoreline vegetation or cause any erosion within the FERC Project Boundary. For larger boats and those which are carried on trailers, launching must be done at public or other Owner-approved boat launches designed for that purpose.

Docks and Other Structures: The placement and use of any dock or structure requires an agreement with or permit from the Owner which mayor may not exist at this time. Placement of any moorings within the Project Boundary or other use of the Project Lands beyond those described herein is prohibited without the express written approval of the Owner and, if applicable, the appropriate permits from the Maine Land Use Regulation Commission or other authorities.

Further Conveyances: You agree that this Notice will be incorporated in any contract for the sale of your lot and in any deed by which you may convey your lot.

C

Moosehead Region Conservation Easement and exhibits thereto

MOOSEHEAD REGION CONSERVATION EASEMENT

Granted by

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

to

FOREST SOCIETY OF MAINE
as Holder

and to

STATE OF MAINE,
THROUGH THE DEPARTMENT OF CONSERVATION,
BUREAU OF PARKS AND LANDS
as Third Party

CONSERVATION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine (hereinafter referred to as "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and/or assigns, and/or any future owners or successors-in-interest to the Protected Property (defined below) or any portion thereof, and their executors, administrators and legal representatives), GRANTS to FOREST SOCIETY OF MAINE, a Maine not-for profit corporation with a place of business in Bangor, Maine (hereinafter referred to as "Holder," which word shall, unless the context clearly indicates otherwise, include Holder's successors and/or assigns), and GRANTS to the STATE OF MAINE, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter referred to as "Third Party", which shall, unless the context clearly indicates otherwise, include the Third Party's successors and/or assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Conservation Easement on land hereinafter referred to as the "Protected Property," as described in Exhibit A1 and as shown on maps in Exhibit A 2, each of which is attached hereto and made a part hereof by reference (the "Conservation Easement").

PURPOSE

The purpose of this Conservation Easement is to provide a significant public benefit by protecting in perpetuity the Conservation Values of the Protected Property and by allowing but not requiring the Protected Property's continued operation as a Commercial Working Forest.

RECITALS

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

WHEREAS, the Protected Property contains popular recreational areas important to the people of the State of Maine, and guaranteed access to and use of the Protected Property by the general public for Non-exclusive, Low-intensity Outdoor Recreation in perpetuity, consistent with the preservation and protection of the other values of the Protected Property and Grantor's reserved rights, is in the public interest; and

WHEREAS, the Protected Property is capable of providing a continuing and renewable source of forest products; and

WHEREAS, the Grantor has the reserved right to use the Protected Property for sustainably managed commercial Forest Management Activities under the terms and conditions set forth in this Conservation Easement, in a manner that is consistent with the protection of the Protected Property's Conservation Values; and

WHEREAS, the Parties agree that the Conservation Easement and the Management Plan together are sufficient to protect the Conservation Values; and

WHEREAS, the permanent protection of the Protected Property for conservation and for Non-exclusive, Low-intensity Outdoor Recreation, and the allowance of motorized recreational uses permitted pursuant to Section 6.A. hereto by the general public, while permitting use of the Protected Property for sustainable Forest Management Activities and other uses allowed in this Conservation Easement, all in a manner that is consistent with the protection of the Conservation Values, will make a lasting contribution to the State of Maine; and

WHEREAS, this Conservation Easement is granted in accordance with the terms and provisions of the Concept Plan for the Moosehead Lake Region approved by the Maine Land Use Regulation Commission ("LURC") pursuant to Zoning Petition ZP 707 on _____, 2009; and

WHEREAS, this Conservation Easement is granted not as a gift but pursuant to the terms of the Concept Plan and in consideration for and mitigation of certain development rights that will be or have been authorized by LURC; and

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

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

NOW THEREFORE, the Parties hereto have established this Conservation Easement affecting the Protected Property consisting of the following terms, conditions, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity.

1. DEFINITIONS

The following terms shall have the following meanings:

Back Country Hut: means a Structure providing transient lodging in support of Low-intensity Outdoor Recreation. A back country hut may consist of, but not necessarily include, some or all of the following: a central area for serving meals and socializing for guests; office space; individual or shared sleeping accommodations; showers; toilets; and other amenities providing basic comforts and conveniences for guests. A back country hut shall be sized to have a ground level building footprint of no more than 5,000 square feet and an overall height of no more than 40 feet as measured from the original grade at the downhill side of the Structure to the highest point of the Structure. A back country hut may include accessory Structures that provide limited and basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to outdoor fire places or fire rings, picnic tables, picnic shelters, pressurized water systems; septic systems; and workshops, woodsheds, laundry, equipment storage, and other utility buildings as needed.

Baseline or Baseline Documentation: means the baseline documentation report prepared pursuant to Section 5 hereof.

Campground: means a camping facility designed for transient occupancy in support of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto. A campground includes campsites designed for tents, lean-tos, campers and other similar Structures providing basic shelter, but does not include cabins or other Structures providing enhanced camping conveniences. A campground may

include limited accessory Structures that provide basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to fire places or fire rings, tent platforms, picnic tables, picnic shelters, boat launches, temporary docking and mooring Structures, privies, pressurized water systems, septic systems, bathhouses, beach and swimming areas, playgrounds, ball fields, reservations/rental offices, woodsheds, laundry, equipment storage, and other utility buildings.

Commercial Working Forest: means an area of land that is used for the production of income from the buying or selling of one or more products or services derived from Forest Management Activities.

Concept Plan: means the concept plan of Plum Creek Maine Timberlands, L.L.C. and Plum Creek Land Company, entitled, "Concept Plan for the Moosehead Lake Region" and authorized by LURC pursuant to Zoning Petition ZP 707.

Conservation Easement: means this conservation easement covering the Protected Property and all exhibits attached hereto, as the same may be amended from time to time.

Construction Materials: shall have the meaning ascribed to such term in Section 3.C.1. hereof.

Conservation Values: means each and all of the following values associated with the Protected Property:

1. Forest Values. The condition of the Protected Property as a healthy, diverse in age and biology, forested land area containing high quality, productive and non-eroding soils, and capable of providing a continuing and renewable source of commercial forest products.

2. Landscape-Scale Forestland Values. The condition of the Protected Property as a large, largely unfragmented, diverse, substantially natural, and sustainably managed forest land area.

3. Aquatic Resources and Wetland Values. The Protected Property's diverse and extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other aquatic habitats, including fisheries habitats, their water quality, undeveloped shorelines and riparian areas, and the ecological values of these areas.

4. Wildlife, Plant, and Natural Community Values: The Protected Property's diverse and extensive wildlife, plant, forest and other terrestrial habitats, including habitats of rare, threatened and endangered flora and fauna, natural communities, and the ecological values of these areas.

5. Recreational Values: The diverse and extensive opportunities on the Protected Property for Non-exclusive, Low-intensity Outdoor Recreation by the public, consistent with the conduct of Forest Management Activities on the Protected Property.

6. Scenic Values: The scenic qualities of the Protected Property as experienced from public vantage points, consistent with the conduct of Forest Management Activities on the Protected Property.

7. Other Special Site Values: The unique, historic, cultural, archaeological, geological, scientific or educational sites on the Protected Property, and the attributes and resources of these sites.

Development Signage: means signage and informational gatehouse(s) related to designated development areas under the Concept Plan.

Forest Management Activities: means all aspects of planting, harvesting, and removal of any and all forest products, by any and all current and future planting, harvesting and removal techniques allowable under law (now or in the future). Forest Management Activities shall include the following activities and Grantor's management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access on and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and conducting post-harvest or site recovery activities; prescribed burning; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing, including the establishment and maintenance of log merchandising yards; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, Trails, and any roads permitted under this Conservation Easement; and any other similar activities.

Forestry Improvements: means any and all Structures, facilities, improvements and utilities that are directly related to and required for the conduct of Forest Management Activities, including, without limitation, roads, fences, bridges, gates, maple sugar houses and appurtenant facilities, forest management camps, logging camps or other similar Structures providing temporary, short-term housing, and barns, garages, storage facilities, portable sawmills, mobile chippers, and other processing equipment and facilities, associated signs and Structures, utility services to serve and support such Forestry Improvements, including telecommunication systems, electric power lines and generation facilities, wells, and subsurface wastewater disposal facilities.

Low-intensity Outdoor Recreation: means non-motorized outdoor, nature-based recreational activities including, by way of example and without limitation, boating, swimming, fishing, hiking, hunting, trapping, picnicking, nature observation, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, cross country skiing, bicycling, snowshoeing, and enjoyment of open space.

LURC: means the Maine Land Use Regulation Commission which shall, unless the context clearly indicates otherwise, include LURC's successors and/or assigns.

Management Advisory Team or MAT: means the Management Advisory Team referred to in Section 3.C.2. hereof.

Management Plan: means the Multi-Resource Management Plan of even date herewith between Grantor, Holder and Third Party called for in Section 3.C.2. hereof, and any subsequent amendments thereto.

Non-exclusive: means those activities available to the general public in which participation is not prohibited or affirmatively restricted based on required membership or application of other discriminatory or exclusive criteria; provided however that the charging of a reasonable fee for service or for reimbursement of costs for these activities, in and of itself shall not cause an activity to be deemed "exclusive."

Party: means any one signatory to this Conservation Easement and its successors and/or assigns.

Parties: means all signatories to this Conservation Easement and their successors and/or assigns.

Permitted Construction Materials Removal Activities: shall have the meaning ascribed to such term in Section 3.C.1. hereof.

Permitted Public Purpose Transfers: shall have the meaning ascribed to such term in Section 7.D.2. hereof.

Protected Property: means land located in Big W, West Middlesex Canal Grant T1R3 NBKP, Soldiertown T2R3NBKP, Brassua T2R2nBKP, Thorndike T3R2 NBKP, Long Pond T3R1 NBKP, Rockwood Strip T2R1 NBKP and T1R1 NBKP, Sandwich Academy Grant T2R1 NBKP, Taunton +& Raynham T1R1 NBKP, Misery and Misery Gore T2R7 BKP WKR, Sapling Township T1R7 BKP WKR, Chase Stream T2R6 BKP WKR, Indian Stream T1R6 BKP EKR, Squaretown T2R5 BKP EKR, West Forks Plantation, Johnson Mountain T2R6 BKP WKR, Parlin Pond T3 R7 BKP WKR, and Jackman Townships, Somerset County; and Big Moose T2R6 BKP EKR, Beaver Cove TA2 R13 and R14 WELS, Days Academy Grant, Spencer Bay T1R1 WELS, Lily Bay Township TA R14 WELS, Smithdown T1R13 WELS, Frenchtown TA R13 WELS, Bowdoin College Grant West T8R10 NWP, Elliotsville, and Greenville Townships, Piscataquis County , Maine, hereinafter referred to as the "Protected Property," as described in Exhibit A-1, and shown on maps in Exhibit A-2.

Qualifying Forestry Certification Program: means any of the following certification programs and successors thereto: (i) the Sustainable Forestry Initiative 2005 – 2009 Standards ("SFIS"); (ii) the Forest Stewardship Council Program as in effect on the date hereof; (iii) for parcels of no more than 7500 acres created and conveyed by Grantor to unaffiliated third parties pursuant to Section 7 hereof and approved by Holder and Third Party with respect to each parcel, the American Tree Farm System Certification as in effect on the date hereof; (iv) any successor program to those listed in subparagraphs (i), (ii) and (iii) above, provided however, that Holder and Third Party shall have reviewed any successor program and determined that the standards and procedures of the successor program are no less protective of the Conservation Values than the program it is replacing ("approved successor program"); or (v) any similar certification program to those listed in subparagraphs (i), (ii), (iii) and (iv) above, provided that Holder and Third Party shall have reviewed any similar certification program and determined that the standards and procedures of the certification program are no less protective of the Conservation Values than the certification programs listed in either subparagraphs (i) or (ii) or their approved successor programs for parcels in excess of 7500 acres, and no less protective than the certification programs listed in subparagraph (iii) or its approved successor program for parcels that are 7500 acres or smaller in size. Holder and Third Party shall conduct such reviews in a timely manner. If the Holder reasonably determines that the auditing process used or proposed to be used to determine compliance by the Grantor with the standards of the qualifying certification program is administratively or technically incapable of making an accurate certification determination, the Holder may remove a previously listed certification program from the list of qualifying certification programs, but only after the conclusion of all dispute resolution procedures pursuant to Section 19 hereto that may occur as a result of Holder's determination, in which the Holder's determination of incapacity is upheld.

Recreational Facility Activities: means all activities, including construction, maintenance and operations related to those Structures and facilities permitted in Section 3.C.6. hereof.

Remote Rental Cabin: means a building used only as a transient lodging facility in support of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto. A remote rental cabin cannot: (1) be larger than 750 square feet in gross floor area; (2) be served by any public utilities providing electricity, water, sewer, or telephone services, except radio communications, mobile phone services or other similar non-land line based forms of communications; (3) have pressurized water; (4) have a permanent foundation, and (5) be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

Resource Information System: means an information system established and maintained by Grantor in accordance with Section 5 hereof that is sufficient in the reasonable judgment of the Holder to meet Grantor's obligations pursuant to this Conservation Easement.

Septic Field Activities: means all activities related to the disposal, through spreading on the land, of septic tank waste generated solely by Surrounding Communities, as permitted in Section 3.C.3. hereof.

Structure: means 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.

Surrounding Communities: means the communities in or around the Protected Property (including newly developed areas) as are enclosed within a delineated boundary line on the map found in Exhibit B, attached hereto and made a part hereof by reference.

Trail: means all trails for motorized and/or non-motorized recreational use by the general public, including without limitation hiking, snowshoeing, snowmobiling, horse, ATV and other off-road trails and paths.

Utility Transmission Structures: means the Structures normally associated with the local distribution of telecommunication or electric power services, including distribution lines, cables, poles and related equipment.

Water Extraction Activities: means the surface and subsurface extraction of water for those uses permitted in Section 3.C.4. hereof.

Wind Power Associated Activities: means any and all activities that are associated with or necessary to enable Wind Power Turbine Activities including the study, design construction, placement, maintenance, operation and use of roads, trails, electrical distribution, collection, transmission and communications lines required to construct, place, maintain, operate or use wind power turbines and transmit the electricity generated therefrom to local or long-distance electrical distribution systems. Wind Power Associated Activities includes the facilities, improvements, fixtures and equipment, whether temporary or permanent, needed for construction, placement, maintenance, operation or use of these roads and transmission lines but does not include the construction, placement, maintenance, operation or use of wind power turbines.

Wind Power Facility Area: means the areas of the Protected Property in which Wind Power Turbine Activities are allowed to take place, as shown on the map at Exhibit C, attached hereto and made a part hereof by reference.

Wind Power Turbine Activities: means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto including: (i) determining the feasibility of wind energy conversion in the Wind Power Facility Area, including studies of

wind speed, wind direction and other meteorological data, and extracting soil samples; (ii) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines (including supporting towers and foundations), electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with commercial wind turbine installations, roads, laydown yards, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment.

2. PROHIBITED LAND USES AND STRUCTURES ON PROTECTED PROPERTY

The following land uses are prohibited on the Protected Property unless expressly permitted elsewhere in this Conservation Easement: residential, commercial, industrial, private, and institutional uses. Structural development associated with the following land uses is prohibited on the Protected Property unless expressly permitted elsewhere in this Conservation Easement: residential, commercial, industrial, private, public, and institutional uses. Without limiting the generality of the foregoing, the following Structures are all specifically prohibited on the Protected Property unless otherwise expressly permitted in this Conservation Easement: residential dwellings (including houses, apartment buildings, multi-family housing units, condominiums, trailer parks and mobile homes); permanent outdoor high-intensity lights; motels or hotels; billboards (other than Development Signage and directional and informational signs associated with permitted uses); junk yards; landfills; energy generation or waste disposal activities; new public or toll roads or new long-distance energy or telecommunications distribution systems that traverse or transect the Protected Property; and recreational vehicles left in any one place on the Protected Property for a length of time or in a manner that is inconsistent with transient recreational purposes. Further, no new filling, drilling, excavation, or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography are allowed on the Protected Property unless otherwise expressly permitted in this Conservation Easement.

3. PERMITTED LAND USES AND STRUCTURES ON PROTECTED PROPERTY

A. Perpetual Right for Specified Land Uses. Notwithstanding the foregoing Section 2, Grantor shall have the reserved right, all as defined by and subject to the terms and conditions contained in this Conservation Easement including but not limited to those contained in Section 3.C. and Sections 6.A. and 6.B. hereto, to undertake and conduct, or allow to be undertaken and conducted, on the Protected Property: (1) Construction Materials Removal Activities; (2) Forest Management Activities; (3) Septic Field Activities; (4) Water Extraction Activities; (5) Wind Power Turbine Activities in the Wind Power Facility Area, and Wind Power Associated Activities in all other locations on the Protected Property; (6) Recreational Facility Activities; (7) uses associated with the construction, maintenance and operation of public fire, safety and emergency Structures and no more than six (6) telecommunication/cell “towers”; (8) uses associated with the construction, placement, maintenance and replacement of Development Signage; (9) Non-exclusive, Low-intensity Outdoor Recreation; and (10) motorized recreational uses.

B. Permitted Structures

1. New Structures

Notwithstanding the foregoing Section 2, from the date of this Grant the following new temporary or permanent Structures are allowed to be constructed, placed, and maintained on the Protected Property: (1) new or expanded temporary or permanent roads and Utility Transmission Structures pursuant to the provisions of Section 4 hereof; (2) Structures accessory to and consistent with permitted uses set forth in Sections 3.C. hereof; (3)

Structures required for nature observation (including, without limitation, observation blinds and platforms); (4) Trails; (5) Structures required for the administration and collection of fees pursuant to Section 6.B. hereto; and (6) a spur rail line, and any accessory Structures necessary for its construction, maintenance and operation, located in Sapling Township that connects a commercial/industrial development area adjoining and in existence as of the date of the execution of this Conservation Easement and identified as the D-MH-CI zone within the Concept Plan to an existing rail line that transects Sapling Township. For any proposed Structure, if the permitted use or activity to which the Structure is accessory requires consultation with, review, or consent of the Holder, the same standard of consultation, review, or consent is required for the Structure before it can be constructed.

Notwithstanding the foregoing, new minor Structures and improvements in furtherance of Non-exclusive, Low-intensity Outdoor Recreation and permitted motorized recreational uses pursuant to Section 6.A. hereto (such as trail heads, trailhead parking, bridges, benches, tables, erosion control systems, wells, springs, and unobtrusive signs for educational and informational purposes) may be installed, constructed, maintained, repaired, and replaced from time to time without the consent of Holder, provided that such minor Structures and improvements are installed and constructed in accordance with applicable laws.

2. Existing Structures; expansion

Structures existing as of the date of the grant of this Conservation Easement may be maintained, replaced in place and in kind, and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder that such expansion will not result in an undue adverse effect on the Conservation Values. Notwithstanding the foregoing, the level of consultation, review, or consent of Holder required (1) for proposed expansion of existing Structures that qualify as Forestry Improvements shall be governed by Section 3.C.2. hereof, and (2) for expansion of existing roads and Utility Transmission Structures shall be governed by Section 4 hereof.

C. Terms and Conditions Governing Specified Land Uses and Structures

1. Construction Materials Removal Activities

(a) Grantor shall have the right to excavate or alter the Protected Property by removal (by quarrying or otherwise) and storage of rock (including decorative rock), gravel, aggregate, sand, other similar construction or landscaping materials (collectively "Construction Materials") in connection with (1) Forest Management Activities on the Protected Property; (2) Forest Management Activities of Grantor on other adjacent lands owned by Grantor, (3) the maintenance, construction, and use of roads not owned by Grantor but which are used by Grantor to access the Protected Property; (4) the road maintenance, property improvement, or construction activities of the State, cities, towns, local communities and third parties for use in the Surrounding Communities, or (5) the maintenance, property improvement (including landscaping) or development of areas in the Surrounding Communities (such permitted excavations or alterations of the Protected Property are referred to hereinafter collectively as the "Permitted Construction Materials Removal Activities"). Grantor specifically reserves the right to give, exchange or barter Construction Materials from the Protected Property, or make incidental sales thereof, for uses that are allowable for Permitted Construction Materials Removal Activities. Grantor's Permitted Construction Materials Removal Activities under this Section 3.C.1., including any reclamation undertaken following such activities, shall be conducted in accordance with applicable laws and regulations.

(b) The right to conduct Permitted Construction Materials Removal Activities is subject to the requirement that the disturbed area for such activity does not exceed 15 acres in size per extraction site and that no more than 400 acres within the Protected Property be actively disturbed and not revegetated and stabilized at

any one time; provided that any site less than an acre in size, the materials from which are used solely for Grantor's Forest Management Activities, shall not count for purposes of the cap set forth above. The removal of loose surface decorative rock that does not materially disturb forest soils and vegetation is not subject to these restrictions.

(c) Grantor shall give Holder 60-day notice prior to commencement of Construction Materials Removal Activities at a new or expanded site of one acre or greater. Grantor shall consult with Holder for the purpose of reasonably minimizing adverse effects to the Conservation Values of this Conservation Easement from the proposed removal activity at these noticed sites. For any proposed removal at these noticed sites that Holder reasonably believes would result in undue adverse effects to the Conservation Values, Holder by notice to Grantor may require that Grantor show that no reasonable alternative to the proposed site exists within a two mile radius and accessible by the established road system. If, in the reasonable judgment of Holder, Grantor shows that no reasonable alternative exists, Grantor may conduct the proposed Construction Materials Removal Activity on the proposed site. If, in the reasonable judgment of Holder, Grantor shows or Holder otherwise determines that a reasonable alternative exists, then Grantor shall conduct the Construction Materials Removal Activity at that alternate site. Construction Materials Removal Activities in areas identified as Exemplary Natural Communities in the Baseline Documentation, the Resource Information System, or in the Management Plan may only go forward if such plans are consistent with and limited by the protections established for those areas.

2. Forest Management Activities

(a) General Conduct of Forest Management Activities; Management Plan

Grantor shall have the reserved right to conduct Forest Management Activities. All Forest Management Activities on the Protected Property, except timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities so as to be in compliance with the terms and conditions of this Conservation Easement. The Management Plan shall both protect the Conservation Values of the Protected Property and allow its continued operation as a commercial working forest in accordance with the terms and conditions of the Management Plan. The Parties agree that the terms and conditions contained in this Conservation Easement and in the Management Plan are sufficient to protect the Conservation Values. Grantor shall operate within the constraints of the Management Plan, and the Management Plan shall be reviewed annually by the Parties and the MAT. The Management Plan shall remain in effect until amended or modified by the Parties, at which time the amended or modified form of the Management Plan shall remain in effect. No amendment or modification to the Management Plan may be any less protective of the Conservation Values than the standards, policies, programs, practices and agreements in effect prior to any such amendment, and no amendment or modification to the Management Plan shall become effective until agreed to by the Parties.

(b) Management of Non-Commercial Vegetation

Grantor reserves the right to manage non-commercial vegetation by cutting, pruning and planting without the requirement of a management plan, as necessary to exercise the rights reserved to Grantor hereunder and to accommodate Non-exclusive, Low-intensity Outdoor Recreation and motorized recreational uses permitted pursuant to Section 6.A. hereto as allowed by this Conservation Easement. Managing non-commercial vegetation includes the removal of vegetation for safety purposes, and for the creation of scenic vistas and views from Trails, public roadways, campsites, overlooks, and public vantage points catalogued by Holder pursuant to Section 5.B herein, provided that all vegetation management shall be conducted in a manner that protects the Conservation Values of the Protected Property. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not require a management plan, and

need not be addressed in the Management Plan.

(c) Forestry Improvements

Grantor may develop, construct, maintain, install, replace and repair at any time and from time to time Forestry Improvements on the Protected Property without Holder approval and subject to the provisions of Section 4, including the construction, placement and maintenance of temporary or permanent new roads required to conduct Forest Management Activities occurring outside of the Protected Property; provided, however, that to the extent reasonably practical utility services crossing the Protected Property that are a part of Forestry Improvements shall be located in a manner to minimize their adverse effect on the Conservation Values. Except as provided in Section 4.A.2.(b) hereto, Forestry Improvements on the Protected Property shall only be used in connection with and/or for the purpose of accomplishing Forest Management Activities on the Protected Property. All Forestry Improvements permitted hereunder shall be installed and constructed in accordance with applicable laws and regulations.

(d) Third Party Certification

(1) If Grantor seeks or maintains a third party certification on the Protected Property, Holder shall be permitted to observe the audit process as it relates to the Protected Property and shall have access, subject to the provisions of Section 12 hereto, to the Grantor's supporting information for the certification as it relates to the Protected Property.

(2) For purposes of obtaining or maintaining a certification from a Qualifying Forestry Certification Program, the qualifying auditing program shall audit and determine certification based upon a determination of Grantor's compliance with this Section 3.C.2. and the Management Plan, in addition to the requirements of such Qualifying Forestry Certification Program.

(3) So long as Grantor obtains or maintains a third party certification from a Qualifying Forestry Certification Program that the Protected Property is being managed in accordance with the requirements of this Section 3.C.2. and the Management Plan, then there shall be a rebuttable presumption that Grantor is in full compliance with the Management Plan. Notwithstanding this rebuttable presumption:

(aa) If Holder determines there to be a lack of compliance by Grantor with the Management Plan, and further determines that the certification standards and procedures as applied through the audit were flawed or otherwise inadequate to determine compliance with the Management Plan, Holder shall first seek to resolve all compliance issues with Grantor. If this effort does not resolve all issues, Holder shall follow the appeals process, if any, of said Qualifying Forestry Certification Program. If (1) the appeals process is not completed within one year of submittal of an appeal by Holder to the Qualifying Forestry Certification Program, or (2) the Holder continues to believe that all issues relating to a violation have not been resolved notwithstanding the existence of certification, then Holder may enforce this Conservation Easement as provided in Section 8 hereof. In order to rebut any presumption of compliance, Holder must demonstrate that the certification standards and procedures as applied through the audit were flawed or otherwise inadequate to determine compliance with the Management Plan.

(bb) If the certification audit finds violations of this Conservation Easement or the Management Plan that do not result in the loss or proposed loss of certification, then no presumption of compliance with the Management Plan will apply to the practices that resulted in the violations. For all such violations, whether resulting or not in the loss or proposed loss of certification, Holder shall first determine whether the remedial action (if any) sought by the Qualifying Forestry Certification Program for the violation has been implemented and if so, whether such remedial action resolves the violation. If Holder concludes that

the remedial action, if any, does not resolve the violation, then Holder shall seek to resolve any issues relating to the violation with Grantor. If Holder continues to believe that the all issues relating to the violation have not been resolved by the Grantor, Holder may enforce this Conservation Easement or the Management Plan as provided in Section 8 hereof.

(e) Violations After Completion of Audit

If the Holder believes that a violation of the Management Plan has occurred after the completion of the most recent certification audit, then Holder may immediately seek to enforce this Conservation Easement or the Management Plan, and compliance with this Conservation Easement and the Management Plan will be evaluated based upon the Forest Management Activities conducted and outcomes thereof. In such event, Holder shall first seek to resolve any compliance issue with Grantor. If this does not resolve the issues relating to the violation, then Holder may enforce this Conservation Easement or the Management Plan as provided in Section 8 hereof.

(f) Absence of Third-Party Certification

In the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program, including as a result of (1) the choice of the Grantor to no longer seek third-party certification, (2) the failure to receive certification following an audit, or (3) the removal by the Holder of the forestry certification program previously utilized by Grantor due to its administrative or technical incapacity to make an accurate certification determination and the subsequent failure of the Grantor to seek third-party certification from a Qualifying Forestry Certification Program, the Management Plan shall continue to govern Forest Management Activities on the Protected Property, and compliance with this Conservation Easement and the Management Plan will be determined by the Holder based upon the Forest Management Activities conducted and outcomes thereof. In the absence of said third-party certification, Grantor will provide Holder with the same types and detail of information required for a Qualifying Forestry Certification Program so that Holder can determine consistency with this Conservation Easement and the Management Plan, including sustainable forest management provisions.

(g) Management Advisory Team

There shall be a Management Advisory Team made up of such parties (including state and federal government agencies with expertise in flora and fauna) and with such duties as are specified in the Management Plan, but that will, at a minimum (1) advise and consult with the Parties on at least an annual basis as to how the Parties might best achieve the Conservation Values, and (2) consult with the auditor of the Qualifying Forestry Certification Program and the Holder with respect to all matters covered by Section 3.C.2 hereto.

3. Septic Field Activities

Grantor shall have the right to engage in Septic Field Activities, so long as said Septic Field Activities (1) are limited to no more than 100 acres of the Protected Property at any given time with no more than 500 acres in the aggregate being permitted for Septic Field Activities for the perpetual life of this Conservation Easement, and (2) do not cause an undue adverse effect on the Conservation Values at any site proposed for Septic Field Activity. Holder approval of each Septic Field Activity site shall be required before Grantor’s commencing said activity; said consent shall not be withheld so long as Holder makes a determination that siting is consistent with the requirements of this Section 3.C.3.

4. Water Extraction Activities

Grantor shall have the right to conduct Water Extraction Activities solely for use in the Surrounding Communities (1) for forestry or residential purposes and/or (2) to serve the needs of areas designated for resort development under the Concept Plan, and to construct and maintain Structures and facilities necessary for the same, provided that any such extraction is conducted in a sustainable manner and reasonably minimizes the adverse effects on the Conservation Values; and provided further that such water extraction shall not be for commercial consumer retail or "bottled water industry" purposes.

Grantor shall give Holder 60-day notice prior to disturbance at any site for purposes of Water Extraction Activities. Grantor shall consult with Holder for the purpose of minimizing undue adverse effects to the Conservation Values from the proposed water extraction and associated activities at these noticed sites. For any proposed activities at these noticed sites that Holder reasonably believes would result in undue adverse effects to the Conservation Values, Holder shall give notice to Grantor and require Grantor to show to Holder that no reasonable alternative to the proposed site exists within a two mile radius of the proposed site and accessible by the established road system. If, in the reasonable judgment of Holder, Grantor shows that no reasonable alternative exists, Grantor may conduct the proposed Water Extraction Activity at the proposed site. If, in the reasonable judgment of Holder, Grantor shows or Holder otherwise determines that a reasonable alternative exists, then Grantor shall conduct the Water Extraction Activity at that alternate site. Water Extraction Activities in areas identified as rare or exemplary natural communities in the Baseline Documentation, the Resource Information System, or in the Management Plan may only go forward if such plans are consistent with and limited by the protections established for those areas.

5. Wind Power Turbine Activities and Wind Power Associated Activities

Subject to the receipt of (1) all necessary permits pursuant to applicable laws and regulations, and (2) Holder approval, Grantor shall have the right to undertake Wind Power Turbine Activities in the Wind Power Facility Area and Wind Power Associated Activities in all other locations on the Protected Property ("proposed activity"). If all necessary permits have been received for the proposed activity, Holder approval is deemed granted, unless the Holder makes an affirmative finding that the regulatory standards used in making the permitting decision(s) regarding the proposed activity were inadequate to determine whether the proposed activity would cause an undue adverse effect on the Conservation Values. Holder and Third Party acknowledge that the regulatory standards in effect on the date of execution of this Conservation Easement are adequate to make said determination of undue adverse effect on the Conservation Values.

6. Recreational Facility Activities

Grantor shall have the right to construct, maintain and operate, or to allow the construction, maintenance and operation as specified in this Conservation Easement, of new Campgrounds and expansions of Campgrounds that are located within or adjoin the boundaries of the Protected Property, new public boat launches and expansions of public boat launches that are located within or adjoin the boundaries of the Protected Property, no more than five (5) Back Country Huts, and no more than twenty-five (25) Remote Rental Cabins (hereinafter individually "recreational facility" or collectively "recreational facilities"). Back Country Huts, Campgrounds and Remote Rental Cabins shall each only be operated by Third Party or its agent or one or more non-profit entities, and shall be open to the public on a Non-exclusive basis. The location of new or expanded recreational facilities require Grantor's approval, which will not be unreasonably withheld, and construction, expansion and operation may only occur following the consent of both the Holder and Third Party, which consent will not be unreasonably withheld, and which shall be based on a determination that construction, expansion and operation of the proposed recreational facilities will not have an undue adverse effect on the Conservation Values and is otherwise proposed to be constructed, expanded and operated in a manner consistent terms and conditions of

this Conservation Easement. Once constructed or expanded, said recreational facilities may be operated, maintained, repaired or reconstructed in kind and in place from time to time, without the consent of Holder or Third Party.

Structures accessory to new or existing Campgrounds, Back Country Huts or Remote Rental Cabins that enable the generation of electric power from renewable energy sources, such as solar collectors, or wind or hydropower turbines, are permitted, provided that (1) the renewable energy source is both sized and used solely to meet the electric power needs of the Campground, Back Country Hut or Remote Rental Cabin at which the renewable energy source is located, and (2) prior to construction and operation of any renewable energy source, approval by the Grantor and consent of both the Holder and Third Party has been given, with said consent based on a determination that construction and operation of a renewable energy source will not have an undue adverse effect on the Conservation Values and is otherwise proposed to be constructed and operated in a manner consistent with the terms and conditions of this Conservation Easement. Neither Grantor's approval nor consent of the Holder and Third Party will be unreasonably withheld.

7. Telecommunication/Cell Towers and Public Fire, Safety and Emergency Structures

Grantor shall have the right to construct, maintain and operate, or to allow the construction, maintenance and operation of no more than six (6) telecommunication/cell towers ("towers") and those public fire, safety and emergency Structures required for performing said public functions in the Surrounding Communities. The construction of these towers and public fire, safety and emergency Structures may only occur following the consent of the Holder, which consent will not be unreasonably withheld, and which shall be based on a determination that said construction and operation will not have an undue adverse effect on the Conservation Values.

8. Development Signage

Grantor shall have the right to construct, place, maintain, and replace at any time and from time to time Development Signage. In designing and siting the Development Signage, Grantor shall consult with Holder to reasonably minimize the intrusiveness of the Development Signage and ensure that Development Signage reasonably blends in with the local setting. Holder's prior consent to such Development Signage shall be required, which consent shall not be unreasonably withheld.

4. ROADS, UTILITY TRANSMISSION STRUCTURES, AND EASEMENTS ON PROTECTED PROPERTY

A. Roads and Utility Transmission Structures

1. General Prohibition

Grantor may not construct, place or maintain any new temporary or permanent roads or Utility Transmission Structures on the Protected Property, or expand or permit to be expanded any existing roads or Utility Transmission Structures on the Protected Property except: (1) as expressly permitted in Section 4.A.2. hereto; or (2) as required to access (a) Structures existing as of the date of the execution of this Conservation Easement, (b) Structures used for nature observation (including, without limitation, observation blinds and platforms), (c) trails for use by the general public, (d) Structures required for the administration and collection of fees pursuant to Section 6.B. hereto, and (d) Structures required for the spur rail line described and permitted in Section 3.B.1 hereof. New public or toll roads or new long-distance energy or telecommunications distribution systems that traverse or transect the Protected Property are prohibited. Roads and Utility Transmission Structures

constructed, placed or expanded pursuant to Section 4.A.2. hereto may be maintained, repaired and replaced from time to time without the consent of Holder so long as said maintenance, repair or replacement does not enlarge the length or width, or otherwise expand the size of the road or the Utility Transmission Structure. Grantor shall have the reserved right to maintain and repair roads and maintain, repair and replace Utility Transmission Structures on the Protected Property that are in existence as of the date of execution of this Conservation Easement pursuant to the provisions of Section 3.B.2 hereto.

2. Exceptions to General Prohibition

(a) Roads and Utility Transmission Structures to Access Certain Development. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures for the purpose of accessing authorized development located in development areas established in the Concept Plan, so long as said roads and/or Utility Transmission Structures are located, designed and constructed in a manner so as to, as reasonably practical, (1) minimize the amount of Protected Property utilized by the roads and/or Utility Transmission Structures in accessing the development area, and (2) minimize the adverse effects on Conservation Values. No such roads and/or Utility Transmission Structures may be constructed, placed or expanded without all necessary regulatory approvals first having been obtained, including permits required for the development which is to be accessed by said roads and/or Utility Transmission Structures.

(b) Roads and Utility Transmission Structures for Forest Management Activities. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures as Grantor may determine to be required to conduct Forest Management Activities occurring on the Protected Property pursuant to Section 3.C.2. hereto, or outside of the Protected Property. As is reasonably practical, Grantor shall locate, design and construct said roads and Utility Transmission Structures so as to minimize the adverse effects on the Conservation Values.

(c) Roads and Utility Transmission Structures to Access and Service Other Land Uses Specified in Section 3.C. hereto. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures, as Grantor may determine to be required to access and service land uses permitted pursuant to Sections 3.C.1.,3.,4.,5.,6.,7. & 8. hereto. Holder consultation, review and/or approval shall be required before any temporary or permanent road or Utility Transmission Structure may be constructed or expanded, with said consultation, review and/or approval exercised in the same manner and utilizing the same standard as may be required for conduct of the specified land use that will be accessed and serviced by the road or Utility Transmission Structure, all as set forth in Sections 3.C.1.,3.,4.,5.,6.,7. & 8. hereto. For all roads and Utility Transmission Structures which require Holder approval pursuant to the foregoing, no Holder approval shall be granted unless Holder determines that the length, width and surface material of the road, and the size and capacity of the Utility Transmission Structure, is no greater than required to meet the access and servicing needs of the specified land use or, if the road and/or the Utility Transmission Structure is to be co-utilized, no greater than required to meet the access and service needs of the specified land use in combination with those other access and services needs expressly allowed in this Section 4.A.2.

(d) Roads and Utility Transmission Structures to Access Specified Existing Residential Structures. Grantor shall have the reserved right to maintain or expand existing roads, or construct, place, maintain or expand temporary or permanent new Utility Transmission Structures, all as Grantor may determine to be required to access certain residential Structures on leased lots in existence at the time of execution of this Conservation Easement and shown in Exhibit D, attached hereto and made part herein by reference, regardless of whether the residential Structures shown in Exhibit D hereto are leased or owned in fee. As is reasonably

practical, Grantor shall expand said roads so as to minimize the adverse effects on Conservation Values. No Utility Transmission Structure proposed for the purposes stated in this Section 4.B.2 (d) may be constructed or expanded without the approval of the Holder, based upon Holder's determination that the Utility Transmission Structure will not have an undue adverse effect on the Conservation Values.

(e) Roads and Utility Transmission Structures to Access and Service Low-intensity Outdoor Recreation and Permitted Motorized Recreational Uses. Grantor shall have the reserved right to construct, place, and maintain temporary or permanent new roads and Utility Transmission Structures, or expand existing roads and Utility Transmission Structures, as Grantor may determine to be required to access locations in which Low-intensity Outdoor Recreation activities or motorized recreational uses permitted pursuant to Section 6.A. hereto are occurring or desired, either on the Protected Property or on federal or state government-owned or managed lands adjacent or reasonably proximate to the Protected Property. By way of example only, said locations could include ponds, hunting areas and Trails. No roads or Utility Transmission Structure proposed for this purpose may be constructed or expanded without the approval of the Holder, based upon Holder's determination that the proposed road or Utility Transmission Structure will not have an undue adverse effect on the Conservation Values. No Holder approval shall be granted unless Holder determines that the length, width and surface material of the road, and the size and capacity of the Utility Transmission Structure, is no greater than required to meet only the access needs for Low-intensity Outdoor Recreation or permitted motorized recreational uses or, if the road and/or the Utility Transmission Structure is to be co-utilized, no greater than required to meet the access and service needs of Low-intensity Outdoor Recreation or permitted motorized recreational uses in combination with those other access and services needs expressly allowed in this Section 4.A.2.

B. Easements, Rights of Way, or Other Interests. Grantor may grant permanent or temporary easement rights, rights of way, or other interests for the conduct of any activity permitted on the Protected Property by this Conservation Easement (including but not limited to construction, maintenance and use of snowmobile, hiking, bicycling, pedestrian and other Trails used for Low-intensity Outdoor Recreation or motorized recreational uses permitted pursuant to Section 6.A), except that Grantor may not grant permanent or temporary easement rights, rights of way, or other interests to a third party for use of roads and Utility Transmission Structures located in the Protected Property for any use other than (1) for those uses stipulated in Section 4.A.2 (a) - (e), or (2) for the purpose of providing access to a residence located proximate to the Protected Property. Holder consent shall not be required.

5. BASELINE DOCUMENTATION AND UPDATING THEREOF

A. Preparation of Baseline Documentation Report. The Parties acknowledge and agree (1) that prior to the date of this Conservation Easement, Holder has prepared and completed a Baseline Documentation Report on the Protected Property consistent with the requirements of Section 5.B. hereto; (2) that Grantor has acknowledged in writing to Holder the accuracy of the Baseline Documentation Report; and (3) that Holder has employed natural resources professionals and other experts to assist it in preparing and completing the Baseline Documentation Report. The Parties further acknowledge and agree that the purpose of preparing a Baseline Documentation Report, and subsequently updating the information contained in the Baseline Document Report by means of the Resource Information System, is to assist Grantor in achieving compliance with the terms and conditions of this Conservation Easement, and assist Holder and Third Party in monitoring and enforcing the terms and conditions of this Conservation Easement.

B. Content of Baseline Documentation Report. The Baseline Documentation Report includes as of the date of the execution of this Conservation Easement: (1) documentation of the current knowledge of the physical and biological condition of the Protected Property, its physical improvements, and the special sites and

resources that may require special management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values. In compiling this documentation, Holder shall seek input from federal and State of Maine natural resource agencies possessing knowledge of these issues; (2) a cataloguing of scenic resources of high public value and the public vantage points from which such scenic resources are observed, to the extent such cataloguing was not documented in Section 5.B.(1) above; (3) the most recent Qualifying Forest Certification Program audit and supporting documentation that includes all data, mapped information, procedures, and policies that make up Grantor's supporting information for its certification; (4) documentation required in Section 18.I. hereto regarding the valuation ratio; and (5) any other information, required in order to determine initial compliance with the requirements of this Conservation Easement. The Baseline Document Report also describes where there are information deficiencies in the categories of information sought in Sections 5.B.(1) - (5).

C. Resource Information System. Upon execution of this Conservation Easement, Grantor shall establish and maintain a Resource Information System for the purpose of updating and keeping current over time the information contained in the Baseline Documentation Report. Grantor shall update the Resource Information System as new information becomes available. The Resource Information System shall, at minimum, include the data contained in the Baseline Documentation Report.

D. No Shield. It is the intent of the Parties that the Baseline Documentation be an accurate representation of the Protected Property and Grantor's practices and policies as of the date of this Conservation Easement. Nonetheless, all sites and resources that may be identified subsequent to the completion of the Baseline Document by Grantor or by the Holder that otherwise would have met the criteria for inclusion in the Baseline Documentation pursuant to Section 5.B. hereof shall be added to the information contained in the Resource Information System at the time of identification and protected in accordance with this Conservation Easement and the Management Plan.

6. PUBLIC ACCESS EASEMENT

A. Grant of Public Access. It is Grantor's intent and objective that this Conservation Easement create a permanent right of non-commercial, non-motorized public access on and across, and use of, the Protected Property for Non-exclusive, Low-intensity Outdoor Recreation, and to maintain opportunities for such uses of the Protected Property. In furtherance thereof, Grantor hereby grants to the Holder and Third Party, to hold on behalf of the public and for the public benefit, the right of public pedestrian access on and use of the Protected Property (including pedestrian use of the Protected Property by commercial guides, by customers of Backcountry Huts, Campgrounds, Remote Rental Cabins, commercial sporting camps, and by non-profit camping and educational and scientific institutions) for Non-exclusive, Low-intensity Outdoor Recreation as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage pedestrian access to, on or across the Protected Property nor to inhibit Non-exclusive, Low–intensity Outdoor Recreation by the general public; provided, however, that Grantor reserves the right to make reasonable rules and regulations for different types of public use, and to control, limit, or temporarily prohibit, by posting and other means, any use by the public (including without limitation, night use, camping, loud activities, open fires, motorized vehicles, use of equipment, and areas of access) for purposes of (1) protecting public safety, (2) protecting the Conservation Values, (3) ensuring compliance with all applicable laws, and (4) accommodating Grantor's Forest Management Activities and other uses of the Protected Property permitted hereunder. Grantor reserves the right to allow motorized recreational uses on the Protected Property, in the sole discretion of Grantor. All motorized recreation uses on the Protected Property allowed by Grantor are permitted in this Conservation Easement so long as said motorized recreational uses are consistent with a Motorized Recreational Use Plan ("Plan") proposed by the Grantor and approved by the Holder. Grantor may propose amendments of the Plan to the Holder at any time. Holder approval of the Plan and any amendments thereto shall be given, and may not be

unreasonably withheld, so long as the motorized recreational uses described and located (whether on Trails or elsewhere) in the Plan are sited and operated to avoid undue adverse effects to the Conservation Values.

B. Fees. Grantor reserves the right to charge the public fees in an amount that in Grantor's reasonable estimation, and subject to Holder approval, will recompense Grantor for the costs of any or all of (1) maintaining permitted roads to, on and over the Protected Property (to the extent not otherwise recompensed), (2) maintaining permitted recreational Structures on the Protected Property, including without limitation Recreational Facility Activities, (3) managing permitted recreational uses (including the cost of procuring necessary insurance) and (4) providing the services and facilities required to administer and collect these fees. Grantor may assign the right to charge such fees to the State of Maine or other entity that assumes responsibility for the items described in clauses (1) – (4). No fees may be charged by Grantor to the public without the express approval of Holder, based on a determination by Holder that said fees are limited to the amount necessary to recompense Grantor for any and all costs set forth in this Section 6.B.. Holder approval shall not be unreasonably withheld. Grantor expressly reserves the right without Holder approval to charge fees to third parties for the use of the Protected Property for permitted commercial activities, including without limitation, fees for the use of the roads for transportation of forest products. Notwithstanding any other provision hereof, Grantor expressly reserves the right to require a permit and charge fees without Holder approval for "bear baiting."

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

D. Immunity. Grantor, Holder and Third Party claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. § 159-A, *et seq*. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity.

E. Right of Law Enforcement to Enter the Protected Property. Nothing in this section shall be construed to prevent law enforcement or public safety personnel from entering the Protected Property at any and all times for the purposes of carrying out official duties.

7. SUBDIVISIONS

A. Division Limitations. Except to the extent otherwise provided herein, the Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership (each a "division"); provided that (1) not more than ten (10) separate divisions (not counting divisions made pursuant to Section 7.B. and D. hereof) of not less than 5000 contiguous acres each may be created and conveyed to others; (2) any division allowed pursuant to this Section 7.A. shall not be subsequently re-divided into a smaller division; and (3) no natural community with a site specific management plan may be divided between unaffiliated ownerships or divided under separate management except for transactions with government agencies or conservation organizations wherein the conservation outcome for the natural community is equal to or greater than the existing Management Plan.

Prior to any such division, Grantor shall give Holder 30 day notice of the number of acres proposed to be divided, the proposed grantee's name and contact information, and the number of lots in the aggregate that will be created after giving effect to such division. Except as provided herein, any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve *bona fide* boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that there will be no undue adverse effect to the Conservation Values, and that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order. A boundary line adjustment under this paragraph shall not constitute a division or conveyance under this Section 7.A and the property which is conveyed by the Grantor shall not be part of the Protected Property.

B. Conservation Conveyances Permitted. Notwithstanding the foregoing, and subject to the terms of this Conservation Easement, any portion of the Protected Property may be conveyed subject to the terms of this Conservation Easement for the purpose of permanent conservation ownership to a qualified conservation organization, to the State of Maine, or to the government of the United States of America or agency thereof. For purposes of this Section 7.B., a qualified conservation organization shall be any organization (1) that at the time of conveyance meets the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provision thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or its successor statute), and (2) whose mission is consistent with the purpose of this Conservation Easement. No conveyance under this Section 7.B. may occur until Holder has made an affirmative determination that (1) the proposed transferee is either a qualified conservation organization, the State of Maine or agency thereof, or the government of the United States of America or agency thereof, (2) the transferee has demonstrated that the portion of the Protected Property to be conveyed will permanently remain in conservation ownership and subsequently cannot be reconveyed in a manner that would frustrate and be inconsistent with the purposes of this Section 7.B., and (3) the conveyance will not materially affect the ability of the Holder to perform its obligations pursuant to this Conservation Easement. Said affirmative determination shall not be unreasonably withheld, conditioned or delayed. No conveyance to a qualified conservation organization, the State of Maine, or the government of the United States of America shall constitute a division of the Protected Property under Section 7.A. of this Conservation Agreement.

C. Extinguishment of Development Rights. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Conservation Easement are extinguished, and cannot be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, except (1) as provided for in the Concept Plan; and (2) that this Conservation Easement and such extinguishment hereunder may be used as part of the mitigation required by any habitat conservation plan associated with or developed for the Concept Plan before or after the adoption of the Concept Plan. Notwithstanding the foregoing, should Grantor choose to undertake practices or restrictions to its Forest Management Activities or other permitted land uses that are allowed by this Conservation Easement but are additional to practices and restrictions required by the terms and conditions of this Conservation Easement (including the permanent right of non-commercial, non-motorized public access pursuant to Section 6.A. hereto), all for the purposes of achieving carbon emissions or other environmental services credits, offsets, banking or mitigation, the right to use the Protected Property for these purposes is not extinguished.

D. Transfers to State of Maine and for Permitted Public Purposes.

Notwithstanding any other provision hereof, Grantor may:

1. Gift, free of the restrictions of this Conservation Easement, no more than 50 acres in the Protected

Property in the aggregate to the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands or any successor thereto, so long as Holder determines that acreage to be gifted will be used by the State of Maine for purposes of Low-intensity Outdoor Recreation and/or motorized recreational uses permitted pursuant to Section 6.A. hereto; and

2. Gift to the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, or any successor thereto, a portion of the Protected Property, free of the restrictions of this Conservation Easement, for five (5) trailhead parking areas of size and type typical of trailhead parking areas in Maine, so long as Holder determines that acreage to be gifted will be used by the State of Maine for purposes of Low-intensity Outdoor Recreation and motorized recreation uses permitted pursuant to Section 6.A. hereto; and

3. Gift or sell to a governmental or quasi-governmental entity carrying out a public purpose (such as, for example only, a sewer or water district) free of the restrictions of this Conservation Easement no more than 50 acres of the Protected Property in the aggregate with no one such gift or sale being greater than five acres unless otherwise agreed to by Holder upon a finding of no undue adverse effect on the Conservation Values ("Permitted Public Purpose Transfers"). In selecting portions of the Protected Property for any Permitted Public Purpose Transfer, Grantor shall obtain the consent of Holder, which shall not be unreasonably withheld, based on a determination that the siting of land covered by any proposed Permitted Public Purpose Transfer will not have an undue adverse effect the Conservation Values, and further provided that the land proposed for said transfer is located proximate to an existing public road. This Conservation Easement shall be extinguished with respect to any Protected Property that is so transferred. Prior to any such Permitted Public Purpose Transfer, Grantor shall give Holder ninety (90) day written notice of the number of acres proposed to be transferred, the location of the acreage, the name of the transferee, the aggregate number of acres of all Permitted Public Purpose Transfers (after giving effect to the proposed transfer), and the purchase price (if any). Proceeds (if any) of any Permitted Public Purpose Transfer shall be distributed in accordance with Section 18.H. hereof.

4. Simultaneous with all transfers described in this Section 7.D., that portion of the Protected Property transferred under this Section 7.D. shall be automatically released from the terms of this Conservation Easement; provided, however, that upon the request of Grantor, Holder agrees to promptly execute and deliver to Grantor a written certificate confirming such release.

E. Certain Recreational Facilities Not Deemed Lots in Separate Ownership. For the purposes of Section 3.C.6., if Grantor constructs or expands, or allows to be constructed or expanded within the Protected Property, any Back Country Hut, Campground or Remote Rental Cabin to which (1) Grantor retains all right, title, and interest, or (2) Grantor allows others to operate or occupy by lease, rather than by a fee conveyance, then the existence of that Back Country Hut, Campground, or Remote Rental Cabin shall be deemed not to represent a division, partition, subdivision, or other legal or *de facto* creation of lots or parcels in separate ownership, provided that Grantor shall (1) provide all lessees with a copy of this Conservation Easement, (2) notify the Holder in writing about the execution of the lease, and (3) provide Holder with a copy of the same, which copy may be redacted to preserve the confidentiality of Grantor's and lessee's financial agreement.

F. Transfer of Resource Information System Information. For any and all sales, transfers or other conveyances ("conveyances") by Grantor of some or all of the Protected Property that may occur pursuant to Sections 7.A., 7.B, or 7.D. hereof, Grantor shall, as a condition of conveyance, provide transferee all information contained in the Resource Information System regarding the portion of the Protected Property being conveyed, subject to any confidentiality protections duly exercised by the Grantor pursuant to Section 12 hereto.

8. HOLDER RIGHTS AND OBLIGATIONS

A. Enforcement. Subject to Section 3.C.2.(d) hereof, Holder has the right to enforce this Conservation Easement and the Management Plan by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is in violation of this Conservation Easement (other than those activities expressly authorized hereunder) or the Management Plan, and to require to the extent reasonably practicable the restoration or replacement of any area or feature damaged by such violation to a condition in compliance herewith. In any action to enforce the terms and conditions contained in Section 3.C.2. hereof, Holder shall have the burden of overcoming the presumption of compliance afforded by the existence of certification by a Qualifying Forestry Certification Program under Section 3.C.2.(d) hereof. In any action to enforce the terms of this Conservation Easement or the Management Plan, monetary damages shall be limited to those ordered in connection with required replacement or restoration, as well as those monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement or the Management Plan. However, if the court (or other decision maker chosen by mutual agreement of the Parties) finds that a violation of the terms of this Conservation Easement or the Management Plan was knowing, intentional or willful, the court or other agreed-upon decision-maker may award, in addition to damages awarded in connection with required replacement or restoration, monetary damages up to and including twice the economic benefit gained by Grantor from activities in violation. Holder shall provide Grantor with thirty (30) days prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay, in which case holder may bring immediate enforcement action notwithstanding Section 19 hereto.

Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property. If a court (or other decision-maker chosen by mutual consent of the Parties) determines that this Conservation Easement or the Management Plan has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including any court costs, reasonable attorney's fees, out of pocket costs and any other payments ordered by the Court or decision-maker.

B. Right of Entry. Holder or its designee has the right to enter the Protected Property for gathering information regarding the Protected Property and for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the Conservation Values, so long as Holder does not unreasonably interfere with Forest Management Activities undertaken by Grantor.

C. Right to Certain Information. In the absence of third party certification under Section 3.C.2.(d) hereof, and subject to the provisions of Section 12 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor, including but not limited to information contained in the Baseline Documentation and the Resource Information System, so that Holder may monitor and enforce the terms of this Easement.

D. Right to Manage Recreation. Holder (and Third Party to the extent not exercised by Holder) has the right, but not the duty, to manage public recreational use of the Protected Property, to the extent such use is permitted hereby, in the absence of Grantor's managing such use. Such right to manage public recreation shall include the right to charge fees as set forth in Section 6.B. hereof.

E. Meetings. Grantor, Holder and Third Party shall meet on at least an annual basis (or such other basis as is mutually agreed upon by the Parties), to review and monitor the terms of this Conservation Easement.

F. Annual Reporting. Holder shall comply with the annual reporting requirements of 33 M.R.S.A. § 479-C, as may be amended from time to time. In addition, subject to the confidentiality provisions of Section 12 hereof, Holder shall provide annual reports to Third Party covering, *inter alia*, monitoring undertaken during the year; any easement violations found and actions taken as a result; potential violations or emerging issues identified by the Holder or brought to the attention of Holder by any other entity, and any additional information required by a memorandum of understanding to be entered into between Holder and Third Party in connection with Third Party's periodic audits of Holder's performance. Such written reports shall be maintained by Holder in its permanent records, and a copy of all such reports shall be provided to Grantor.

G. Boundary Surveys. Holder at its cost has the right to conduct a professional boundary survey of the Protected Property or any part thereof if it is required to determine whether there is a violation of this Conservation Easement. Grantor shall reimburse Holder for such survey cost if it is determined that there was a violation of this Conservation Easement.

H. Offset for Civil Penalties. In the event that LURC or the Maine Forest Service obtains civil penalties in an enforcement action against Grantor for a violation of a State statute or regulation that is also a violation of this Conservation Easement, the cost of that penalty shall be offset against the cost of any corresponding award of monetary damages obtained by Holder through a subsequent enforcement action for the violation of this Conservation Easement caused by the same underlying conduct.

9. THIRD PARTY RIGHTS AND OBLIGATIONS

A. Third Party Rights. Grantor grants to the Third Party the same rights, including the rights of entry, inspection, management and enforcement, as are granted to Holder under this Conservation Easement and the Management Plan. However, the Parties intend that Holder shall be primarily responsible for the monitoring and enforcement of this Conservation Easement and the Management Plan, and that the Third Party intends to assume such responsibility only if Holder fails to properly monitor and enforce. However, the Third Party may at any time exercise, in its own name and for its own account, all the rights of monitoring and enforcement granted Holder under this Conservation Easement and the Management Plan, with or without the consent of Holder. The Third Party shall have the same rights as Holder regarding access on the Protected Property and to any and all records of Grantor relevant to the Protected Property, subject to the provisions of Section 12 hereof.

B. Third Party Audit of Holder. Third Party shall conduct an audit of the performance of the Holder every three years to determine whether Holder is fulfilling its obligations and responsibilities under this Conservation Easement in all material respects. Third Party shall publicly release the results of this audit. The audit shall be conducted in accordance with a memorandum of understanding to be entered into between Holder and Third Party as amended from time to time.

C. Third Party Right to Replace the Holder. Third Party shall have the right to assign this Conservation Easement to a new qualified holder pursuant to the requirements of Section 16 hereof for cause if Third Party finds that the then current Holder is failing in material ways to perform its duties hereunder, after notice and opportunity to cure. If Third Party has cause to believe that Holder is failing in material ways to perform its duties hereunder, Third Party shall give written notice to Holder of the events or circumstances giving rise to its concerns and request sufficient corrective action by Holder to cure any perceived failure to perform its duties hereunder. If Holder, within 60 days, has not demonstrated that Third Party's concerns were unwarranted or that it has taken appropriate steps to cure any failure to perform its duties hereunder, then either Third Party or Holder, within 30 days, may request that the issue be submitted to mediation to be conducted by a mediator mutually agreeable to Third Party and Holder. The mediation shall be conducted within 90 days and shall not exceed one full day or two half days in length. In the event that Holder and Third Party are unable to

resolve the issue through the mediation, and Third Party reasonably determines that Holder is still failing in material ways to perform its duties hereunder, Third Party shall have the right to assign this Conservation Easement to a new qualified holder pursuant to Section 16 hereof or to step into the shoes of the Holder as interim holder in order to assess whether permanent replacement of the Holder pursuant to Section 16 hereof is required. Nothing in this paragraph shall limit the ability of Third Party or the Attorney General to independently enforce this Conservation Easement against Grantor.

10. ATTORNEY GENERAL RIGHTS

Nothing in this Conservation Easement shall be construed as limiting or removing any independent rights of the Attorney General of the State of Maine under Maine law to enforce the terms and conditions of this Conservation Easement and the Management Plan.

11. MONITORING AND ENFORCEMENT FUND

A. Initial Contribution. Upon execution of this Conservation Easement, and for the purpose of providing support to Holder and Third Party relating to their respective roles as Holder and Third Party to the Conservation Easement, Grantor shall establish a dedicated stewardship fund (hereinafter the "Fund") at the Maine Community Foundation or at another fund operator (hereinafter "Fund Operator") meeting the selection criteria under Section 3 of the "Agreement on Moosehead Region Conservation Easement Stewardship Fund" (hereinafter, the "Agreement") of near or even date herewith and by and among Grantor, Holder, Third Party and Fund Operator. The amount of the initial contribution by Grantor to the Fund shall be One Million Five Hundred Sixty Thousand Dollars ($1,560,000). The Fund shall be managed and funds disbursed in accordance with the terms of the Agreement.

B. Additional Contributions. Additional contributions to the Fund shall be required as follows:

1. Additional Contribution for Each Division of the Protected Property. Except as provided in Section 11.B.3. hereof, for each division of the Protected Property under Section 7.A. of this Conservation Easement which creates a lot of 10,000 acres or more in area, Grantor shall contribute One Hundred and Fifty Thousand Dollars ($150,000), calculated in 2009 U.S. dollars, to the Fund, and for each division of the Protected Property which creates a lot which is less than 10,000 acres in area, Grantor shall contribute One Hundred Thousand Dollars ($100,000), calculated in 2009 U.S. dollars, to the Fund (each, a "Division Fee"). For each division of the Protected Property permitted under Section 7.B. which is conveyed to any party other than the State of Maine, Department of Conservation, Bureau of Parks and Lands ("BPL"), in lieu of any other Division Fee, Grantor shall contribute Twenty-Five Thousand Dollars ($25,000), calculated in 2009 U.S. dollars, to the Fund (each, a "Payment in Lieu of Fee" or "PILOF"). Neither a Division Fee nor a PILOF shall be due or payable on any transfer or any division made to BPL or to accomplish any transfer described in Section 7.D.1, 7.D.2. or 7.D.3. hereof. Neither a Division Fee nor a PILOF shall be due under this Section 11.B.1. if a Wind Power Fee (defined in Section 11.B.3. hereof) has been paid in connection with such division. Holder and Third Party, by joint action, may waive all or a portion of the PILOF required under this Section 11.B., solely upon a finding that additional funds are not required for monitoring and enforcement purposes and that the proposed division of the Protected Property will not result in any material increase in Holder's and Third Party's monitoring and enforcement costs under this Conservation Easement.

No conveyance of any portion of the Protected Property shall be made unless the contribution to the Fund required by this paragraph, if any, is made by Grantor on or before the date of the conveyance, and unless a certificate of Holder is recorded in the Registry of Deeds for the county in which the lot is located stating that

the required contribution to the Fund has been paid. If (i) a PILOF required by this section is wholly or partially waived by joint action of Holder and Third Party, or (ii) if no Division Fee or PILOF is due because a Wind Power Fee has been paid pursuant to Section 11.B.3. hereof, or because the division is permitted under Section 7.D.1., 7.D.2., or 7.D.3. hereof, then the certificate of Holder required to be recorded in the Registry of Deeds under this paragraph shall be modified to state that the required contribution either is not required or has been wholly or partially waived by joint action of Holder and Third Party, and, if applicable that the Owner has paid any required contribution remaining after any such partial waiver.

2. Contributions Due to Absence of Third-Party Certification. In the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program pursuant to Section 3.C.2.(f) hereto, the Grantor then owning that portion of the Protected Property (the "Owner") shall contribute One Hundred Thousand Dollars ($100,000), in 2009 U.S. dollars, to the Fund, or alternatively, the Owner shall enter into an agreement satisfactory to Holder obligating the Owner to pay $6,000 per year in 2009 U.S. dollars to Holder (hereinafter an "Annual Agreement"), provided, however, that no such payment or Annual Agreement shall be required if the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit in the Registry of Deeds for the county in which that portion of the Protected Property is located stating that all Forest Management Activities on that portion of the Protected Property have been discontinued. If the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit stating that all Forest Management Activities on that portion of the Protected Property have been discontinued, Forest Management Activities shall not be resumed on that portion of the Protected Property until the Owner has paid $100,000 in 2009 U.S. dollars into the Fund or, alternatively, has entered into an Annual Agreement with Holder, and until a certificate of Holder stating that the Owner has complied with the requirements of this paragraph has been recorded in the Registry of Deeds for the county in which that portion of the Protected Property is located.

3. Contributions Due to Wind Power Turbine Activities and Wind Power Associated Activities. In the event that Grantor proposes or allows to be proposed a development comprising Wind Power Turbine Activities on the Protected Property, Grantor shall reimburse Holder on a quarterly basis for all Holder's reasonable and documented costs and expenses in connection with its review of each proposed Wind Power Turbine Activities and related Wind Power Associated Activities Project (hereinafter "Wind Power Project") during the design, permitting and construction phases of the Project provided, however, that such reimbursement to Holder shall not exceed Twenty Thousand Dollars ($20,000) calculated in 2009 U.S. Dollars for each Wind Power Project. If a Wind Power Project is proposed in separate development phases, with each phase requiring a separate regulatory approval, each such phase shall be deemed a separate Wind Power Project for purposes of this paragraph. If a proposed Wind Power Project on the Protected Property is approved by applicable regulatory authorities, prior to the start of construction of the Wind Power Project Grantor shall contribute One Hundred Thousand Dollars ($100,000) to the Fund, calculated in 2009 U.S. dollars (the "Wind Power Fee"), in lieu of Division Fees or PILOFs described in Section 11.B.1. hereto. If the Division Fee or PILOF has already been paid, then Grantor may offset such Division Fee or PILOF from the Wind Power Fee due under this Section 11.B.3. Construction of a Wind Power Project shall not be commenced until a certificate of Holder has been recorded in the Registry of Deeds for the county in which the Wind Power Project is located stating that the required Wind Power Fee for that Wind Power Project has been paid. The requirements of this paragraph, including a contribution of the Wind Power Fee, calculated in 2009 U.S. Dollars, to the Fund shall apply to each separate Wind Power Project on the Protected Property.

4. Adjustment to 2009 U.S. Dollars. Contributions to the Fund and/or payments under an Annual Agreement required by this Section 11.B. shall be paid in the amounts indicated in U.S. dollars, adjusted for inflation and/or deflation for each year after 2009 based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor for each year after 2009, or if that index is discontinued, based on similar index published by the United States Government

and selected in accordance with the terms of the Agreement.

5. Continuing Lien. As and when they become due, all additional contributions to the Fund and other amounts due to Holder under this Section 11.B. shall be continuing liens for the benefit of Holder against those portions of the Protected property which give rise to the additional contributions or other amounts due. The lien(s) may be enforced by any means provided under Maine law, provided that action to enforce the lien(s) is brought within one hundred twenty (120) days of Holder's receipt of written notice of the transfer, termination or approval of wind power activities giving rise to the lien(s). Without waiving or prejudicing any rights of collection and costs against the Grantor, enforcement of the lien(s) shall proceed against the then current owner ("Owner") of said real estate, with notice to Grantor and Holder shall be entitled to recover all reasonable, out of pocket costs of collection, including reasonable attorney's fees provided that enforcement actions for any amounts due to Holder under an Annual Agreement under Section 11.B.2. hereto shall be brought only against the Owner of said portion of the Protected Property.

In consideration of the foregoing, and as requested, Holder agrees to deliver estoppel certificates in a customary commercial form, certifying that all relevant amounts due under this Section 11 have been timely paid. Failure of Holder to deliver such estoppel certificates within ten (10) business days following receipt of a written request containing all information material to the preparation and delivery of the certificates shall constitute a waiver of the lien(s) described in this Section 11.B 5.

12. ACCESS TO RECORDS OF GRANTOR

A. Intent. Holder and Third Party shall have access to records in the possession of the Grantor to the extent reasonably necessary to perform monitoring and enforcement responsibilities as set forth in this Conservation Easement. The Parties recognize that the identity of the Holder and Third Party may change, and that governmental agencies serving as Holder or Third Party are subject to applicable public records laws. The intent of the Parties, as further set forth below, is that (1) non-governmental organizations serving as Holder or Third Party shall maintain as confidential proprietary information or trade secrets contained in records made available by Grantor to the fullest extent permitted by law, (2) governmental agencies serving as Holder or Third Party shall maintain such records consistent with applicable public records laws including, to the extent applicable, any provisions within such laws that may protect from disclosure records containing proprietary information or trade secrets, and that (3) the existence of potentially proprietary information or trade secrets within such records not impede the ability of Holder or Third Party from accessing all information in the possession of the Grantor required for fully performing their monitoring and enforcement responsibilities.

B. Non-Governmental Organization as Holder or Third Party. This subsection applies to a Holder or Third Party that is a non-governmental organization. Grantor shall promptly make available to Holder or Third Party upon request copies of any records reasonably necessary to perform monitoring or enforcement responsibilities under this Conservation Easement. To the extent Grantor concludes in good faith that such records contain proprietary information or trade secrets, Grantor may either: (1) redact such proprietary information or trade secrets within said records, so long as the redacted information is not reasonably necessary for monitoring and enforcement and Grantor further provides a written explanation of the nature of the redacted information in sufficient detail to allow Holder or Third Party to assess their need for the redacted information; or (2) submit the requested records in unredacted form clearly marked as "claimed confidential." Holder or Third Party shall maintain the confidentiality of records Grantor submits under a claim of confidentiality to the fullest extent permitted by law, and shall promptly return all records designated "claimed confidential" to Grantor as soon as such records are no longer reasonably necessary to perform monitoring and enforcement responsibilities, or upon the termination of Holder or Third Party's status as either Holder or Third Party.

C. Governmental Agency as Holder or Third Party. This subsection applies to a Holder or Third Party that is a governmental agency. Grantor shall promptly make available to Holder or Third Party upon request copies of any records reasonably necessary to perform monitoring or enforcement responsibilities under this Conservation Easement. To the extent Grantor concludes in good faith that such records contain proprietary information or trade secrets, Grantor may either: (1) redact such proprietary information or trade secrets within said records, so long as the redacted information is not reasonably necessary for monitoring and enforcement and Grantor further provides a written explanation of the nature of the redacted information in sufficient detail to allow Holder or Third Party to assess their need for the redacted information; or (2) submit the requested records in unredacted form clearly marked as "claimed confidential." Holder and Third Party shall consider any information Grantor may provide in support of a claim of confidentiality in determining whether (1) such records are reasonably necessary to perform monitoring and enforcement responsibilities, and (2) such records are properly subject to disclosure or entitled to protection from disclosure under applicable public records laws, including Maine's Freedom of Access Law, 1 M.R.S.A. § 401 *et seq*. ("FOAA") and successors thereto. Except to the extent required by law or court order, in the event that Holder or Third Party determine that records subject to a claim of confidentiality by Grantor are subject to disclosure pursuant to FOAA or other applicable law, Holder and Third Party shall, prior to disclosing such records pursuant to a FOAA request or otherwise, provide Grantor with written notice and a reasonable opportunity to obtain a court order barring disclosure. Holder and Third Party's handling of Grantor's records, including those submitted under a claim of confidentiality, shall be consistent with and governed by applicable law, including FOAA, and nothing herein may be construed as creating any inconsistent obligation.

D. Confidentiality in Court Proceedings. Records obtained by the Attorney General in connection with the enforcement of this Conservation Easement shall be governed by 33 M.R.S. § 478(4), and successors thereto, and any other applicable provision of law.

13. DELINEATION AND MODIFICATION OF BOUNDARIES

Upon mutual agreement of Grantor and Holder, the boundaries of the Protected Property may be modified to establish an easily identifiable boundary to the Protected Property (such as a roadway or stream thread), provided that such boundary modification involves an insignificant amount of land and there is no more than a *de minimus* change in the total acreage of the Protected Property, and provided further that any such modification is approved by LURC.

In addition, the Parties acknowledge that the descriptions and property maps of the Protected Property attached hereto as Exhibits A1 and A2 are based on the coordinate system UTM NAD83, Zone 19N, and are not field verified and therefore approximate. Due to the large size of the Protected Property, the exterior boundaries of the entire Protected Property will not be surveyed. At such time as adjacent properties owned by Grantor or one of its affiliates are developed and surveyed, the results of such survey shall be delivered to Holder and, upon Holder's approval, which shall not be unreasonably withheld, conditioned or delayed, shall be incorporated automatically into the legal description of the Protected Property. The purpose of such surveys is not to change the boundaries but to fix them with more precision.

Any boundary changes resulting from the aforementioned actions shall be considered *de minimus* for purposes of 33 M.R.S.A. Section 476 et seq.

14. NOTICES

Any notices to or requests for the consent or approval of Holder must be also copied to Third Party subject to the confidentiality provisions of Section 12, and Third Party shall be provided with an opportunity to comment. Any such notices required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder and Third Party to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by facsimile with a receipt of delivery, overnight mail with receipt acknowledged, or certified mail, return receipt requested, addressed as follows:

To Grantor:	Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue, Suite 4300 Seattle, Washington 98104 Attn: General Counsel Facsimile:
With a copy to:	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Post Office Box 400 Fairfield, Maine 04937-0400 Attn: General Manager, Northeast Region Facsimile:
To Holder:	Forest Society of Maine 115 Franklin St. #3 Bangor, Maine 04401 Attn: Executive Director Facsimile:
With a copy to Third Party:	Maine Bureau of Parks and Lands 22 State House Station Augusta, Maine 04333 Attn: Director, Planning and Land Acquisitions Facsimile:

or to such other authorized person as any Party may from time to time designate by written notice to the others in the manner set forth above. Notices given in accordance with this Section 14 will be deemed given on the date personally delivered or three days after being sent by facsimile, overnight or certified mail.

15. LIENS, TAXES, COSTS

Grantor represents that as of the date of this grant there are no liens for money owed or mortgages outstanding against the Protected Property. The Protected Property may be used to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of the rights of Holder and Third Party including the right to enforce the terms, restrictions, and covenants created under this Conservation Easement. Under no circumstances shall Holder's or Third Party's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Protected Property.

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

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

16. ASSIGNMENT OF CONSERVATION EASEMENT

This Conservation Easement is assignable by Holder (or by the Third Party on behalf of the Holder under Section 9.D hereof). The Parties hereto agree that the State of Maine is an approved assignee. Assignment of this Conservation Easement to any other entity may only occur after notice to and approval by LURC, the Third Party, and the Grantor, and only to an entity that: (1) satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated (1999), as amended (or successor provisions thereof); (2) has land conservation as its primary goal or purpose and otherwise has goals and purposes which are consistent with protecting the natural, scenic or open space values of real property, (3) agrees, as a condition of transfer, to monitor, enforce, and otherwise uphold the Conservation Values and terms of this easement; (4) possesses both the financial resources and the demonstrated experience required to monitor and enforce large-acreage easements; and (5) has no potential conflicts of interest with its responsibilities to hold and enforce the easement in a fair and impartial manner, and operates in the public interest and not for the benefit of private individuals or corporations. Grantor may only withhold approval of Holder's proposed assignment of this Conservation Easement upon a showing that the proposed assignee does not satisfy the requirements and qualifications set forth in this section. Judicial review (or review by other decision-maker chosen by mutual consent of the Parties) of a decision to withhold approval of assignment shall be *de novo* and without deference to the withholding Party.

17. COMPLANCE WITH MAINE CONSERVATION EASEMENT LAW

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

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

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

18. GENERAL PROVISIONS

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

B. Protected Property Only. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

C. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, prescription or estoppel for the failure or delay, for any reason whatsoever, of Holder and/or Third Party to enforce this Conservation Easement or Management Plan. Only Holder and/or Third Party, or the Attorney General to the extent authorized by applicable law, may enforce the terms of this Conservation Easement and the Management Plan.

D. Notice Prior to Transfer. Grantor agrees to give Holder and Third Party 30 day prior notice of any transfer of its interest in the Protected Property. A Party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

E. Amendment And Discretionary Consents. Grantor, Holder and Third Party acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all future issues that may arise regarding potential uses of and Structures on the Protected Property. Holder and Third Party therefore may jointly determine whether either a proposed new use or Structure or alterations in an existing use or Structure not expressly contemplated by or addressed in this Conservation Easement is consistent with protecting in perpetuity the Conservation Values of the Protected Property. A discretionary consent by Holder and Third Party to a use or Structure not expressly contemplated by this Conservation Easement may be granted, and an amendment to this easement may be executed, only if the proposed use or Structure, or the proposed amendment: (a) furthers or is not inconsistent with protecting in perpetuity the Conservation Values of the Protected Property; (b) is ancillary or incidental to a use or Structure expressly permitted by this Conservation Easement; (c) conforms to the intent of this Conservation Easement; (d) meets any applicable conditions expressly stated in this Conservation Easement; and (e) does not materially increase the adverse effect of expressly permitted actions under this Conservation Easement on the Conservation Values of the Protected Property. Holder and Third Party have no right or power to consent to an amendment that would limit the term of or terminate this Conservation Easement, or impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 *et seq*., and/or

Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof**.** Any amendment of this Conservation Easement shall be in writing, reviewed, approved and executed by Grantor, Holder and Third Party, and recorded in the Piscataquis County Registry of Deeds.

F. Invalidity. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. Failure to comply with the requirements of 33 M.R.S.A. § 477-A(1), (2)(A), or (3) shall not invalidate this Conservation Easement.

G. Governing Law. Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine.

H. Extinguishment. If circumstances arise in the future which render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by prior approval of a court of competent jurisdiction in an action in which the Attorney General is made a party pursuant to pursuant to 33 M.R.S.A. § 477-A(2) (as the same may be amended from time to time). Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Easement as determined in accordance with Section 18.I. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This paragraph shall not apply, and there will be no division of proceeds with respect to any sale, exchange or transfer of the Protected Property where the transferred Protected Property remains subject to the Conservation Easement whether explicitly or by operation of law.

I. Valuation. This Easement constitutes a real property interest immediately vested in Holder, which, for purposes of Section 18.H. hereto, the Parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant. The Parties have included the ratio described in the preceding sentence in the Baseline Documentation on file at the office of Holder and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. If the value of Grantor’s estate in the Protected Property is increased by reason of amendment or termination of this Conservation Easement, that increase must be paid over to Holder or to such nonprofit or governmental entity as the court in a proceeding referenced in Section 18.H. hereto may designate, to be used for the protection of conservation lands consistent, as nearly as possible, with the publicly beneficial purposes of this Conservation Easement, all in accordance with 33 M.R.S.A. § 477-A(2)(B) (as the same may be amended from time to time).

J. Condemnation. If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Easement, and all resulting direct or incidental damages. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount

recovered shall be in proportion to the ratio referred to in Section 18.I. hereto. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Protected Property.

K. Comparative Economic Test. Pursuant to 33 M.R.S.A. § 478(4), no comparative economic test may be used to determine if this Conservation Easement is in the public interest or serves a publicly beneficial conservation purpose.

L. Requirement to Comply with Laws and Regulations. Nothing in this Conservation Easement is intended to supersede, eliminate or otherwise change any obligation of the Grantor under any applicable law, including but not limited to the obligation to obtain any and all required regulatory approvals for activities permitted under this Conservation Easement's terms. Notwithstanding that Third Party has executed this Conservation Easement, nothing herein may be construed as approval of or as a substitute for approval or regulation of any activities under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body. Nothing in this Conservation Easement may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, with which Grantor shall have a responsibility to comply.

M. Section Headings. The word or words appearing at the commencement of sections and subsections of this Conservation Easement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or meaning of those sections or subsections.

N. Initiation Date of Certain Limitations. For purposes of calculating all acreage and other limits established for certain permitted uses and Structures in this Conservation Easement, said calculations shall commence on the date that is 15 days following the date of approval by LURC of Concept Plan by LURC.

19. DISPUTE RESOLUTION

In the event Grantor and Holder are unable to resolve any dispute over the proper interpretation and enforcement of this Conservation Easement, the matter shall be submitted promptly to mediation. The Party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may be otherwise available to them, including the initiation of proceedings with a court of competent jurisdiction.

Notwithstanding the foregoing, for any dispute for which the provisions of Sections 3.C.2. (d) & (e) hereof are applicable, the dispute resolution procedures contained in Sections 3.C.2. (d) & (e) shall govern.

[the remainder of this page intentionally left blank]

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

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

By: _____
Rick R. Holley
Its President

Signed, sealed and delivered
in the presence of:

_____

STATE OF WASHINGTON)
COUNTY OF KING) ss:

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

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

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

HOLDER ACCEPTANCE

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

HOLDER:
FOREST SOCIETY OF MAINE

By:_____
[name of officer]
Its *[insert title]*

Signed, sealed and delivered
in the presence of:

_____

State of Maine
County of _____, ss. _____, ____20___

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

Before me,

_____
Notary Public

Name: _____

THIRD PARTY APPROVAL

The foregoing Conservation Easement has been approved by the State of Maine Department of Conservation, which accepts Third Party rights as aforesaid acting by and through _____, in the capacity of Commissioner, hereunto duly authorized this _____day of _____ , 200__.

THIRD PARTY:
MAINE DEPARTMENT OF CONSERVATION

By: State of Maine Department of Conservation

By:_____
[insert name of Commissioner]
Its Commissioner

Signed, sealed and delivered
in the presence of:

_____

State of Maine
County of Kennebec, ss. _____, 20___

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

Before me,

_____

Notary Public

Name: _____

EXHIBIT A1

Description of the Protected Property

EXHIBIT A1

Note: all point coordinate references in each of the following Exhibit A1 Descriptions Sections 1 through 5 are based on UTM NAD83, Zone 19N (Meters), and are approximate as no field work has been done to verify the points. These points are used for the purpose of generally locating the boundary line of the Development Areas of the Concept Plan for the Moosehead Lake Region, Zoning Petition ZP 707, it being the intention that said zones have minimum acreage as set forth in the following descriptions and that said zones will be surveyed, resulting in new boundary line agreements.

CONSERVATION EASEMENT

SECTION 1

A certain lot or parcel of land located in the Townships of Big W, West Middlesex Canal Grant, Soldiertown, Brassua, Rockwood Strip, Sandwich Academy Grant, Long Pond and Thorndike, all located in County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2, Section 1, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):
Beginning at the northwest corner of Thorndike Township (T3 R2 NBKP) in the County of Somerset and State of Maine, at the point of intersection with the southwest corner of Alder Brook Township (T3 R3 NBKP);

Line 1:
Thence running easterly along the northerly town line of Thorndike Township and the southerly town line of Alder Brook Township, to a point which marks the intersection of the northeasterly corner of Thorndike Township, the southeasterly corner of Alder Brook Township, on the westerly town line of Soldiertown Township (T2 R3 NBKP);

Line 2:
Thence running northerly along the westerly town line of Soldiertown Township and the easterly town line of Alder Brook Township, a distance of approximately 3900 feet, to land of the Forest Society of Maine, known as the West Branch Conservation Easement, which is more particularly described in instrument recorded in the Somerset County Registry of Deeds in Book 3247, Page 28;

Line 3:
Thence running in a general northeasterly direction along a water-shed line marked by spotted trees, as described in a deed from North American Spruce Lumber Company to F. J. D. Barngaum dated April 16, 1913 and recorded in the Somerset County Registry of Deeds in Book 318, Page 355, and as located and shown on a plan of TWP. 2 R.3 N.B.K.P. (Soldier Town) Somerset County, Maine dated May 20, 1938 and prepared by Frank M. Call of James W. Sewall, to a point on the northerly Town line of Soldiertown Township and the southerly Town line of the Pittston Academy Grant (T2 R4 NBKP), which point is approximately 6500 feet

westerly from the Northeast corner of Soldiertown Township and the southeast corner of Pittston Academy Grant;

Line 4:
Thence running easterly a distance of approximately 6500 feet to the northeast corner of Soldiertown Township and the southeasterly corner of Pittston Academy Grant at land owned by the State of Maine described in a deed recorded in Book 3247, Page 111;

Line 5:
Thence running southerly along the easterly town line of Soldiertown Township and the westerly town line of West Middlesex Canal Grant (T1 R3 NBKP), which is also the westerly line of land of the State of Maine, a distance of approximately 16,500 feet to the southwesterly corner of land owned by the said State of Maine, as described in the aforesaid deed recorded in Book 3247, Page 111;

Line 6:
Thence running easterly along the southerly line of the land of said State of Maine a distance of approximately 7120 feet to the southeasterly corner of the land of said State of Maine;

Line 7:
Thence running northerly along the easterly line of said land of the State of Maine a distance of approximately 16,500 feet to a point which is located on the northerly town line of West Middlesex Canal Grant;

Line 8:
Thence easterly along the northerly town line of West Middlesex Canal Grant and Big W Township (T2 R6 BKP EKR) to the shore of Carry Brook at Northwest Cove of Moosehead Lake;

Line 9:
Thence southerly along the shore of Carry Brook and Northwest Cove to and along the westerly side of Moosehead Lake to the northwesterly corner of land now or formerly of Peter Durgin as described in Book 1147, Page 181 and Book 1938, Page 244;

Line 10:
Thence southerly along the westerly boundary of land of said Peter Durgin and continuing along the westerly boundary lines of land now or formerly of the Heirs of Lona Hollis as described in Book 722, Page 90 and in Book 3093, Page 164; land now or formerly of Richard Hollis as described in Book 1253, Page 151; land now or formerly of Tara and Lance Johnson, et al, as described in Book 3566, Page 111; and land now or formerly of F. Susan Ross Godek as described in Book 563, Page 409, to the southwesterly corner thereof, all as generally located and shown as Area A on the attached Exhibit A2 Section 1;

Line 11:
Thence northeasterly along the southerly line of said F. Susan Ross Godek to the shore of Moosehead Lake;

Line 12:
Thence generally southerly along the shore of Moosehead Lake to the northeast corner of land now or formerly of Janice J. Perry as described in Book 2525, Page 52;

Line 13:
Thence westerly, southerly, and easterly around said land of Janice J. Perry, as generally located and shown as Area B-1 on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 14:
Thence generally southerly and easterly along the shore of Moosehead Lake to the westerly corner of land now or formerly of William and Laura Lacy as described in Book 873, Page 1067;

Line 15:
Thence southeasterly along the southerly sideline of the land of said William and Laura Lacy, generally located and shown as Area B-2 on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 16:
Thence southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Richard Crosby, et al., as described in Book 1285, Page 186;

Line 17:
Thence westerly along the northerly line of land of said Richard Crosby, et al to the westerly corner thereof;

Line 18:
Thence southerly along the westerly sidelines of land of said Richard Crosby, et al; land now or formerly of Chester Suganski as described in Book 1002, Page 141 and Book 2555, Page 191; land now or formerly of Debra Paul as described in Book 2805, Page 274 and Book 3107, Page 7; land now or formerly of James and Wendy Cook as described in Book 1352, Page 50; land now or formerly of Donald and Linda LaPointe as described in Book 2596, Page 335; land now or formerly of Marvin and Donna Edgerly as described in Book 1164, Page 316; and land now or formerly of Robert and Trudith Berry as described in Book 2407, Page 200 to the southwest corner thereof, all as generally located and shown as Area C on the attached Exhibit A2 Section 1;

Line 19:
Thence easterly along land of said Robert and Trudith Berry to the shore of Moosehead Lake;

Line 20:
Thence generally southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Donald and Patricia Newell as described in Book 1099, Page 195;

Line 21:
Thence generally westerly, southerly, and easterly along the land of the said Donald and Patricia Newell, as generally located and shown as Area D on the attached Exhibit A2 Section 1, to the shore of Moosehead Lake;

Line 22:
Thence southerly along the shore of Moosehead Lake to the northwesterly corner of land now or formerly of Gerald and Sandra Weeks as described in Book 881, Page 1056;

Line 23:
Thence southerly and southwesterly along the westerly sidelines of said Gerald and Sandra Weeks; land now or formerly of Frances Lowit as described in Book 859, Page 528; land now or formerly of Richard and Carol Ann Moody as described in Book 869, Page 639 with reference to Book 1276, Page 98; Roger and Audrey Moody as described in Book 979, Page 44 and Book 2951, Page 7; land now or formerly of Emily Braley, et al as described in Book 2416, Page 339; land now or formerly of Mary L. Morrison, et al as described in Book 2633, Page 97; land now or formerly of John and Ruth Brobeil as described in Book 882, Page 453; and land now or formerly of Jerdan and Sandrea Bishop as described in Book 3824, Page 265 to the southwesterly corner thereof, all as generally located and shown as Area E on the attached Exhibit A2 Section 1;

Line 24:
Thence southeasterly along southerly sideline of the land of said Jerdan and Sandrea Bishop to the shore of Moosehead Lake;

Line 25:
Thence generally southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Karen Ann Kennedy as described in Book 2053, Page 209 and Book 3277, Page 155;

Line 26:
Thence westerly along the land of said Karen Ann Kennedy to the northwesterly corner thereof;

Line 27:
Thence southerly along the westerly sidelines of the land of said Karen Ann Kennedy; land now or formerly of Thomas F. Kennedy as described in Book 2053, Page 207; other land now or formerly of Karen Ann Kennedy as described in Book 3277, Page 159; land now or formerly of Cheryle Ann Otto as described in Book 2053, Page 211 and Book 3277, Page 153; and land now or formerly of Robert and Jean Kennedy as described in Book 1394, Page 339, to the southwesterly corner thereof, all as generally located and shown as Area F on the attached Exhibit A2 Section 1;

Line 28:
Thence easterly along the southerly sideline of land of said Robert and Jean Kennedy to the shore of Moosehead Lake;

Line 29:
Thence generally southerly, westerly and easterly along the shore of Moosehead Lake and the mouth of Williams Brook to the northeast corner of land now or formerly of Richard and Ann Brautigam as described in Book 838, Page 480 and Book 1179, Page 187**;**

Line 30:
Thence westerly, southerly and easterly around said land of Richard and Ann Brautigam to the shore of Moosehead Lake as generally located and shown as Area G on the attached Exhibit A2 Section 1;

Line 31:
Thence southerly along the shore of Moosehead Lake to the northeasterly corner of land now or formerly of Henry Leroy Finch as described in Book 3081, Page 287;

Line 32:
Thence westerly along the northerly sideline of land now or formerly of Henry Leroy Finch to the westerly corner thereof:

Line 33:
Thence southerly along the westerly sidelines of said land of Henry Leroy Finch; land now or formerly of Annie R. Finch as described in Book 2637, Page 288, Book 2651, Page 110, Book 2763, Page 135, Book 2921, Page 318 and Book 3081, Page 28; land now or formerly of The Jean Temple 1993 Trust as described in Book 1885, Page 82; land now or formerly of the Edward J. Lemos 1995 Trust as described in Book 2371, Page 43; land now or formerly of Douglas W. Hatch as described in Book 1147, Page 248; land now or formerly of Joseph F. K. Jindra as described in Book 3497, Page 300; land now or formerly of Charles and Margaret Kozlosky as described in Book 888, Page 497; and land now or formerly of Richard Kessler, et al as described in Book 1313, Page 242 to the southwesterly corner thereof, all as generally located and shown as Area H on the attached Exhibit A2 Section 1;

Line 34:
Thence easterly along the southerly boundary of land of said Richard Kessler, et al to the shore of Moosehead Lake;

Line 35:
Thence generally southwesterly along the shore of Moosehead Lake to the southeast corner of Big W Township and the northeast corner of Tomhegan Township (T1 R2 NBKP);

Line 36:
Thence running in a westerly direction along the southerly town line of Big W Township, the southerly town line of West Middlesex Canal Grant and the southerly town line of Soldiertown Township to a point that marks the northwest corner of Tomhegan Township and the northeast corner of Brassua Township (T2 R2 NBKP);

Line 37:
Thence running in a generally southerly direction along the easterly town line of Brassua Township and the westerly town line of Tomhegan Township to the 1076 foot contour line (U.S. Geologic Survey) around Brassua Lake;

Line 38:
Thence generally westerly and southerly along the 1076-foot contour line (U.S. Geologic Survey) around Brassua Lake, through Brassua Township, Rockwood Strip Township (T1 R1 NBKP) and Sandwich Academy Grant (T2 R1 NBKP) to the shore of Moose River;

Line 39:
Thence in a westerly direction, following the shore of Moose River and the shore of Long Pond through Sandwich Academy Grant and Long Pond Township (T3 R1 NBKP) to the westerly town line of Long Pond Township and the easterly town line of the Town of Jackman;

Line 40:
Thence northerly along the westerly town line of Long Pond Township and Thorndike Township and the easterly town line of the Town of Jackman and the Town of Moose River, to the northwest corner of Thorndike Township and the POINT OF BEGINNING.

Also hereby conveying all of our right, title and interest in and to the property located between the high water mark and the low water mark of Moosehead Lake, Moose River and Long Pond without any warranties or representation as to title.

EXCEPTING herefrom the following camp lot parcels and/or non-exclusive easements for access thereto, whose general locations are located and shown on the attached Exhibit A2 Section 1:

CL-1. Lease Lot No. 103 of Virginia Richards located near the East Fork-North Branch of Brassua Stream in Soldiertown Township; and

CL-2. Lease Lot No. 28 of Larry Simpson located on the northeasterly side of the Pittston-Rockwood Road in Soldiertown Township; and

CL-3. Lot owned by Charles A. Haddad by deed recorded in said Registry of Deeds in Book 1520, Page 66, located on the easterly side of Center Pond in Soldiertown Township; and

CL-4. Lease Lot No. 72 of J. Christopher Krukowski located on the southerly shore of Fish Pond in Thorndike Township; and

CL-54. Lease Lot No. 73 of William C. Shelley located on the westerly shore of Luther Pond in Thorndike Township; and

CL-6. Lease Lot No. 70 of Michael Leighton, et al., located on the westerly shore of Demo Pond in Rockwood Strip;

CL-7. Camp Lot owned by Nancy Gardner by deed recorded in said Registry of Deeds in Book 2967, Page 243, located on the westerly shore of Brassua Lake;

CL-9. Lot owned by Roland G. Ware and John Ware by deed dated July 27, 1983 and recorded in said Registry of Deeds in Book 1098, Page 255, located on the westerly side of Brassua Lake in Rockwood Strip Township, T2 R1 NBKP; and

CL-10. Camp lot of Thomas Giroux located on Long Pond and Churchill Stream in Long Pond Township as set forth in a deed recorded in Book 2854, Page 88.

NOTE: CL-8 intentionally omitted.

Excepting any interest of Roland G. Ware or John Ware in the islands located in Brassua Lake in the Townships of Sandwich Academy Grant and Rockwood Strip described in the deeds in Book 1098, Pages 255 and 258.

Subject to terms and conditions and rights and easements as set forth in an instrument from Scott Paper Company to Central Maine Power Company and New England Telephone & Telegraph Company dated August 13, 1976 and recorded in Book 871, Page 680, for installation of Pole 150.2 to Pole 150.4.

Subject to the reserved rights in an instrument from the State of Maine to Scott Paper Company dated May 7, 1985 and recorded in Book 1226, Page 290, to use, maintain, improve and replace the roads and bridges with respect to the Socatean Stream Road located in the township of West Middlesex Canal Grant, and other roads located in Appleton Township.

Subject to the terms and conditions of an agreement regarding the non-exclusive rights to utilize roads and ways in Big W, West Middlesex Canal Grant and Soldiertown, by and between Scott Paper Company and Coburn Lands Trust set forth in an instrument dated August 27, 1981 and recorded in Book 1009, Page 287, as confirmed by an agreement by and between Scott Paper Company and S.D. Warren Company dated October 22, 1990 and recorded in Book 1649, Page 216.

Subject to the terms and conditions and rights and easements regarding existing rights of way in Big W, West Middlesex Canal Grant and Soldiertown, as set forth in an instrument from Scott Paper Company and Coburn Lands Trust dated October 16, 1981 and recorded in Book 1009, Page 276.

Subject to the rights of access to the excepted and reserved parcels and to any utility easements through the granted premises to and for the benefit of the excepted and reserved parcels.

Being a portion of the premises conveyed to SDW Timber II, LLC, now known as Plum Creek Maine Timberlands, LLC, by the following deeds: Book 2491, Page 65 (Thorndike Township), Book 2491, Page 1 (Soldiertown Township), Book 2491, Page 78 (West Middlesex Canal Grant), Book 2489, Page 228 (Big W Township), Book 2489, Page 231 (Brassua Township),

Book 2490, Page 296 (Rockwood Strip), Book 2490, Page 324 (Sandwich Academy Grant), Book 2490, Page 125 (Long Pond Township).

SECTION 1 A

A certain lot or parcel of land located in Rockwood Strip (T1 R1 NBKP) in the County of Somerset and State of Maine, as located and shown on Exhibit A2, Section 1 A, bounded and described as follows:

Point of Beginning (POB):
Beginning at a point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, which point is located a distance of 500 feet more or less easterly of the 1076 contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake and is also the northeasterly corner of Residential Development Zone D-MH-RS1 commonly known as the Brassua East Shore Development Area, containing no less than 60 acres;

Line 1:
Thence in a southeasterly direction, along the Residential Development Zone D-MH-RS1, maintaining a distance of 500 feet from and parallel with the 1076 contour line (U.S. Geologic Survey) of the easterly shore of Brassua Lake, a distance of 5333 feet, more or less, to land now or formerly of Brassua Dam Owners;

Line 2:
Thence easterly, along the land now or formerly of Brassua Dam Owners a distance of 900 feet, more or less, to a point which is the southwesterly corner of Lot 28, Timberlands Plan No. 2, in the records of the Somerset County Registry of Deeds, known as the Public Lot now or formerly owned by the State of Maine;

Line 3:
Thence northerly, along land now or formerly of the State of Maine a distance of 2400 feet, more or less, to the southerly line of Tomhegan Township and the northerly town line of Rockwood Strip;

Line 4:
Thence westerly by the northerly town line of Rockwood Strip a distance of 4000 feet, more or less, to the northeasterly corner of Development Area D-MH-RS1, Brassua Lake East Shore and the POINT OF BEGINNING.

SECTION 1 B

A certain lot or parcel of land situated in the town of Rockwood Strip (T1 R1 NBKP) in the County of Somerset and State of Maine, as located and shown on Exhibit A2, Section 1 B, bounded and described as follows:

Point of Beginning:
Beginning at point on the northerly town line of Rockwood Strip (T1 R1 NBKP) and the southerly town line of Tomhegan Township, said point being the northeasterly corner of land known as the Public Lot now or formerly owned by the State of Maine which is Lot 28 as located and shown on Timberlands Plan No. 2 in the records of the Somerset County Registry of Deeds;

Line 1:
Thence in southerly direction, along said Public Lot now or formerly of the State of Maine, a distance of 2400 feet, more or less, to the northerly line of land now or formerly of William and Maria Avery, as described in Book 2692, Page 287;

Line 2:
Thence easterly along the northerly line of said land now or formerly of William and Maria Avery, a distance of 1800 feet, more or less, to a point which is the southwesterly corner of a Public Lot owned now or formerly by the State of Maine. Said Public Lot being the easterly portion of Lot 29, Timberlands Plan No. 2 in the records of the Somerset County Registry of Deeds;

Line 3:
Thence northerly, along said Public Lot now or formerly of the State of Maine, a distance of 2400 feet, more or less, to the southerly town line of Tomhegan Township and the northerly town line of Rockwood Strip;

Line 4:
Thence westerly by and along the northerly town line of Rockwood Strip, a distance of 1800 feet, more or less, to the POINT OF BEGINNING.

SECTION 1 C

A certain lot or parcel of land situated in Taunton & Raynham Academy Grant (T1 R1 NBKP) and Rockwood Strip (T1 R1 NBKP) in the County of Somerset, State of Maine, as located and shown on Exhibit A2, Section 1 C, and more particularly described as follows:

Point of Beginning:
Beginning at a point in Taunton & Raynham Academy Grant being located on the easterly line of land now or formerly of Weldon C. King, as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211 and the northwesterly line of the Residential Development Zone D-MH-RS1 commonly known as the Blue Ridge Development Zone containing no less that 3712 acres, and distant northerly 1500 feet more or less from the southeasterly corner of the Weldon C. King land described in Book 875, Page 211;

Line 1:
Thence northerly by the easterly line of land of said Weldon C. King, and continuing along the easterly line of land now or formerly of George Komosa as described in a deed recorded in said

Registry of Deeds in Book 2023, Page 256 to the northeasterly corner thereof, located in Rockwood Strip Township;

Line 2:
Thence westerly, along the northerly line of land now or formerly of said Komosa and land now or formerly of William Patterson as described in a deed recorded in said Registry of Deeds in Book 1866, Page 194 a distance of 1500 feet, more or less, to a point on the northerly line of Patterson land;

Line 3:
Thence in a general northeasterly direction along the southerly boundary line of land now or formerly of Martin F. Dennis as described in a deed recorded in said Registry of Deeds in Book 3196, Page 13; land now or formerly of Rodney and Vanessa Folsom as described in a deed recorded in said Registry of Deeds in Book 3196, Page 15; land now or formerly of Peter Ayer as described in a deed recorded in said Registry of Deeds in Book 1691, Page 217; land now or formerly of Jean M. Watt and Gary A. Carbonneau as described in a deed recorded in said Registry of Deeds in Book 2718, Page 331; land now or formerly of Denis and Lisa Jean as described in a deed recorded in said Registry of Deeds in Book 3314, Page 323; land now or formerly of Marc Lalancette as described in a deed recorded in said Registry of Deeds in Book 1929, Page 343; and land now or formerly of Marilyn S. White as described in a deed recorded in said Registry of Deeds in Book 991, Page 316, a total distance of 3000 feet, more or less, to a point which is the southeasterly corner of land of said Marilyn S. White;

Line 4:
Thence northerly along the easterly boundary line of land now or formerly of said Marilyn S. White a distance of approximately 1200 feet to a point, which point is the southwesterly corner of land now or formerly of Paul and Sandra Tessier as described in a deed recorded in said Registry of Deeds in Book 2523, Page 333;

Line 5:
Thence generally easterly along the southerly boundary line of land now or formerly of Paul and Sandra Tessier; land now or formerly of Gloria Burns as described in a deed recorded in said Registry of Deeds in Book 867, Page 189; land now or formerly of Carleton E. Swett and Jeffrey C. Swett as described in a deed recorded in said Registry of Deeds in Book 2918, Page 234; land now or formerly of Richard J. Herrmann and Robert E. Herrmann as described in a deed recorded in said Registry of Deeds in Book 2482, Page 278; and land now or formerly of Karl and Lorraine Martin, Sr. as described in a deed recorded in said Registry of Deeds in Book 1242, Page 161 to the southeasterly corner of land of said Karl and Lorraine Martin Sr. and the westerly sideline of land now or formerly of Albert and Alice Theriault as described in a deed recorded in said Registry of Deeds in Book 603, Page 402;

Line 6:
Thence generally southerly along land of said Albert and Alice Theriault to the northwesterly line of other land now or formerly of said Albert and Alice Theriault, as described in a deed recorded in said Registry of Deeds in Book 1288, Page 307;

Line 7:
Thence southwesterly, a distance of 700 feet, more or less, along other land now or formerly of said Albert and Alice Theriault to the southwesterly corner thereof and the northwesterly corner of the Residential Development Zone D-MH-RS1 at **UTM NAD83, Zone 19N** 440372.8, 5057976.8;

Line 8:
Thence along the Residential Development Zone D-MH-RS1, along a line through the following points:

UTM NAD83, Zone 19N 440284.8, 5057823.4
UTM NAD83, Zone 19N 440065.7, 5057547.7
UTM NAD83, Zone 19N 439954.3, 5057209.2
UTM NAD83, Zone 19N 439822.4, 5056994.5

a distance of 9000 feet, more or less, through Rockwood Strip and Taunton & Raynham Academy Grant to the POINT OF BEGINNING.

SECTION 1 D

A certain lot or parcel of land situated in the Town of Jackman in the County of Somerset, State of Maine, as located and shown on Exhibit A2, Section 1 D, and more particularly described as follows:

A. A strip of land being 500 feet wide as measured from the shore of the southerly side of Long Pond, in the Town of Jackman, running westerly from the westerly side of the subdivision known as "Subdivision of Land of Richard R. Petrin and Andre F. Belanger" dated July 9, 1991 and recorded in the Somerset County Registry of Deeds in Plan File B-95, Page 96, along the southerly line of land now or formerly of Todd Reynolds as described in said Registry of Deeds in Book 3053, Page 235, and along the southerly and westerly shores of Long Pond to land now or formerly of Jeffrey J. Greenleaf, described in a deed recorded in the said Registry of Deeds in Book 2081, Page 178, near the mouth of the Moose River. This parcel is located and shown as Parcel 3A on Exhibit A2, Section 1 D attached hereto.

Excepting and reserving from the above described premises land now or formerly of the Montreal Maine & Atlantic Railroad as described in Book 2072, Page 299, and subject to non-exclusive rights of access thereto.

Subject to non-exclusive rights of access to land now or formerly of said Todd Reynolds.

B. A strip of land being 500 feet wide as measured from the shore of Long Pond, in the Town of Jackman, running from the north side of the mouth of the Moose River northeasterly along the northerly shore of Long Lake to the southwesterly side of land now or formerly of Timothy Casey, described in deed recorded in the Somerset County Registry of Deeds in Book 1327, Page 285. This parcel is located and shown as Parcel 3B on Exhibit A2, Section 1 D attached hereto.

The foregoing described parcels are subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 2

A certain lot or parcel of land located in the Townships of Long Pond, Sandwich Academy Grant, Taunton & Raynham Academy Grant, Sapling, Misery Gore, Misery, Chase Stream, Parlin Pond, Johnson Mountain and West Forks Plantation, all located in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 2, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):
Beginning at a point which marks the southwest corner of Chase Stream Township (T1 R6 BKP WKR), and the southeast corner of Johnson Mountain Township (T2 R6 BKP WKR);

Line 1:
Thence easterly along the southerly town line of Chase Stream Township to land now or formerly of Central Maine Power Company as described by deeds recorded in Book 434, Page 89, Book 536, Page 131, Book 536, Pages 135, 138 and 141, and shown on Plan of Boundary Line between Plum Creek Maine Timberlands, L.L.C. and Central Maine Power Company dated February 22, 2008 and recorded in Plan Book 2008, Page 34, pursuant to Boundary Line Agreement dated April 22, 2008, recorded in Book 3993, Page 14;

Line 2:
Thence northeasterly along land of said Central Maine Power Company, land now or formerly of Florida Power and Light Co., as described in deed recorded in Book 2540, Page 24 and along the Project Boundary line as shown on Indian Pond Project Plan Detail Map Reservoir dated March 26, 1999, Sheets 1 through 5, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23 (the "Plans") to land now or formerly of the State of Maine as described in a deed by Plum Creek Maine Timberlands, L.L.C. dated September 17, 1999 and recorded in the Somerset County Registry of Deeds in Book 2607, Page 218 at the mouth of the Kennebec River West Outlet in Sapling Township (T1 R7 BKP WKR), excepting the following parcels: 1) land shown as "Parcel 6 Retained Land of CMP" as shown on Sheet 3 of 5 of the Plans; 2) land shown as "Parcel 7 Retained Land of CMP" as shown on Sheet 4 of 5 of the Plans; 3) land shown as "N/F H. Martens" as shown on Sheet 4 of 5 of the Plans; 4) land shown as "Parcel 8 Retained Land of CMP" as shown on Sheet 4 of 5 of the Plans; 5) land shown as "Parcel 10 Retained Land of CMP" as shown on Sheet 5 of 5 of the Plans; and 6) land shown as "Parcel 11 Retained Land of CMP" as shown on Sheet 5 of 5 of the Plans;

Line 3:
Thence generally northeasterly and northwesterly along land of the State of Maine, as it follows the Kennebec River West Outlet, to the southwesterly corner of land now or formerly of Weldon C. King as described in a deed recorded in the Somerset County Registry of Deeds in Book 875,

Page 211, excepting the following parcels: 1) land now or formerly of Central Maine Power Company as described in a deed recorded in the Somerset County Registry of Deeds in Book 440, Page 335; 2) land now or formerly of Charles M. Emery as described in a deed recorded in the Somerset County Registry of Deeds in Book 801, Page 522; and 3) land now or formerly of Charles H. Cooke as described in a deed recorded in the Somerset County Registry of Deeds in Book 619, Page 390;

Line 4:
Thence generally northerly along the land now or formerly of Weldon C. King to the northwest corner thereof and the southerly side of the Residential Development Zone D-MH-RS1;

Line 5:
Thence southwesterly along the southerly side of the Residential Development Zone D-MH-RS1, known as the Blue Ridge Development Zone containing no less that 3712 acres, a distance of 5750 feet, more or less, to **UTM NAD83, Zone 19N** 436502.2, 5051842.2;

Line 6:
Thence in a generally northwesterly direction a distance of 5500 feet, more or less, along said Residential Development Zone D-MH-RS1 and crossing Route 6/15 to a point on the westerly side of Route 6/15 and the southerly shore of Brassua Lake in Taunton & Raynham Academy Grant at **UTM NAD83, Zone 19N** 434992.4, 5052444.1;

Line 7:
Thence in a generally southwesterly direction along the northwesterly side of Route 6/15 and the southerly side of the Residential Development Zone D-MH-RS1, known as Brassua Peninsula Development Zone containing no less that 2551 acres, to its intersection with the northerly side of land now or formerly of the Montreal Maine & Atlantic Railroad in Taunton & Raynham Academy Grant;

Line 8:
Thence in a general westerly direction along the Residential Development Zone D-MH-RS1 and the northeasterly side of land now or formerly of the Montreal Maine & Atlantic Railroad to a point located in Sandwich Academy Grant at **UTM NAD83, Zone 19N** 432070.3, 5052598.7;

Line 9:
Thence northeasterly and northwesterly along the westerly sideline of the said Residential Development Zone D-MH-RS1 along the following points through Sandwich Academy Grant, Taunton & Raynham Academy Grant and Rockwood Strip:

1. **UTM NAD83, Zone 19N** 432071.0, 5052660.4
2. **UTM NAD83, Zone 19N** 432292.5, 5053121.0
3. **UTM NAD83, Zone 19N** 432230.9, 5053430.3
4. **UTM NAD83, Zone 19N** 432298.6, 5053676.5
5. **UTM NAD83, Zone 19N** 432363.2, 5053644.9
6. **UTM NAD83, Zone 19N** 432961.3, 5054903.9
7. **UTM NAD83, Zone 19N** 433201.1, 5055055.6

8. **UTM NAD83, Zone 19N** 432835.1, 5055244.8
9. **UTM NAD83, Zone 19N** 432599.0, 5055432.5
10. **UTM NAD83, Zone 19N** 432002.4, 5056303.2
11. **UTM NAD83, Zone 19N** 431788.0, 5056490.7
12. **UTM NAD83, Zone 19N** , 431593.2, 5056492.8 to a point on the 1076 foot contour line (U.S. Geologic Survey) and land now or formerly of Florida Power and Light Co.;

Line 10:
Thence along the 1076 foot contour line (U.S. Geologic Survey) in a generally southerly and westerly direction following the southerly shore of Brassua Lake to a point on the southerly side of the mouth of the Moose River;

Line 11:
Thence westerly along the shore of Moose River to the westerly town line of Sandwich Academy Grant, and land now or formerly of The Janice C. Fuller Trust as described in said Registry in Book 2497, Page 28 and Book 2589, Page 11;

Line 12:
Thence southerly along the westerly town line of Sandwich Academy Grant and easterly side line of land of said Janice C. Fuller Trust to the southeasterly corner of land of said Trust;

Line 13:
Thence westerly and northerly along said Janice C. Fuller Trust land to the southerly side line of land now or formerly of David H. Hall, et al., as described in said Registry in Book 1872, Page 3;

Line 14:
Thence westerly and northerly around said land of David H. Hall, et al., to the shore of Long Pond;

Line 15:
Thence westerly along the shore of Long Pond to the Residential Development Zone, D-MH-RS1, known as Long Pond East Development Zone, containing no less than 912 acres, on the southeast shore, as shown on Exhibit A2 Section 2 at **UTM NAD83, Zone 19N** 420691.6, 5051930.2;

Line 16:
Thence southerly approximately 4450 feet to the northerly side of Route 6/15, westerly along Route 6/15 approximately 9100 feet, and northerly to the shore of Long Pond;

Line 17:
Thence generally westerly along the shore of Long Pond a distance of 2000 feet, more or less, to the easterly side of the mouth of Parlin Stream and continuing westerly across the mouth of Parlin Stream and running in a generally westerly direction following the shore of Long Pond to land now or formerly of Glen O'Neill as described in said Registry in Book 3365, Page 120;

Line 18:
Thence southwesterly and northwesterly along land of said Glen O'Neill and land now or formerly of Timothy and Melissa Stapleton as described in said Registry in Book 3673, Page 281, to Route 6/15, and continuing along said road to the easterly corner of land now or formerly of Damien and Eva Lacasse as described in said Registry in Book 1130, Page 187;

Line 19:
Thence along the following courses and distances:

1. S 64°03'08" W a distance of 304.27;
2. N 77°43'39" W a distance of 446.01 feet;
3. N 29°05'49" W a distance of 502.82 feet;
4. N 02°35'00" W a distance of 990.90 feet;
5. N 40°44'07" W a distance of 200 feet;
6. N 02°35'00" W a distance of 72.48 feet to land now or formerly of William Jennings as described in Book 756, Page 353 of said Registry;
7. N 40°44'07" W a distance of 100 feet;
8. N 02°35'00" W a distance of 100 feet to the southwesterly side of said Route 6/15;

Line 20:
Thence northwesterly along the southwesterly side of Route 6/15 to the southeasterly corner of land now or formerly of Lena Achey as described in Book 1969, Page 166;

Line 21:
Thence by and along the following courses and distances:

1. N 86°02'17" W a distance of 615.75 feet
2. N 85°30'38" W a distance of 324.68 feet;
3. N 85°36'42" W a distance of 686.84 feet;
4. S 06°37'21" W a distance of 359.12 feet;
5. N 85°36'43" W a distance of 1179.19 feet;
6. N 85°05'08" W a distance of 976.50 feet;
7. N 85°12'46" W a distance of 927.11 feet;
8. N 85°02'00" W a distance of 938.64 feet;
9. N 85°45'55" W a distance of 826.75 feet;
10. N 85°21'54" W a distance of 825.49 feet;
11. N 05°15'27" E a distance of 330.68 feet;
12. N 85°25'33" W a distance of 1875.92 feet;
13. N 85°51'46" W a distance of 1322.11 feet;
14. N 04°03'01" E a distance of 1818.12 feet along land now or formerly of Frigon as described in Book 2051, Page 41 to the southerly sideline of Long Pond Road, also known as Route 6/15;
15. Thence along the southerly side of said Route 6/15, N 84°01'09 W a distance of 762.17 feet to land now or formerly of Earl W. Harvey as described in Book 800, Page 241;

16. S 04°29’50 W a distance of 1840 feet along land of said Harvey;
17. N 85°46’56” W a distance of 615.68 feet along land of said Harvey;
18. N 04°07’55” E a distance of 167.39 feet along land of said Harvey;
19. N 85°49’16” W a distance of 748.20 feet to the intersection of southwest corner of land of said Harvey and the westerly town line of Long Pond Township, which point is 2250.17 feet, more or less, southerly of the intersection of the south side of State Route 6/15 and the westerly town line of Long Pond Township;

Line 22:
Thence southerly along the westerly town line of Long Pond Township and the easterly town line of the Town of Jackman to their intersection with the northerly town line of Misery Gore;

Line 23:
Thence continuing southerly on the same course, being the extension southerly of the westerly town line of Long Pond Township, across Misery Gore to the northerly town line of Parlin Pond Township;

Line 24:
Thence running in a generally easterly direction along the southerly town line of Misery Gore and the northerly town line of Parlin Pond Township to the northwest corner of Misery Township;

Line 25:
Thence running in a generally southerly direction along the westerly town line of Misery Township and Chase Stream Township, and the easterly town line of Parlin Pond Township and Johnson Mountain Township to the southwest corner of Chase Stream Township and the southeast corner of Johnson Mountain Township and the POINT OF BEGINNING.

Also hereby granting easement rights in and to the property located between the high water mark and the low water mark of Moose River and Long Pond without any warranties or representation as to title.

Also conveying an easement in and to a strip of land around:

a) that portion of **Horseshoe Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
b) that portion of **Upper Paradise Pond and Lower Paradise Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
c) that portion of **Smith Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;

d) that portion of **Cold Stream Pond** located partly in premises above described, and partly in Parlin Pond Township, said strip being 500 feet wide as measured from the high water mark of said Pond;
e) that portion of **Dead Stream Pond** located partly in premises above described, and partly in West Forks Plantation, said strip being 500 feet wide as measured from the high water mark of said Pond;
f) any portion of a strip 500 feet wide, as measured from the high water mark of **Mud Pond** located in Chase Stream Township, which lies southerly of the southerly town line of Chase Stream Township and within West Forks Plantation.

For the foregoing metes and bounds descriptions in lines 19 and 21 above, reference is made to Standard Boundary Survey, Sheets 1 through 3, prepared by Sacket & Bracke, dated 3/13/1995 (Sheet 1) and 8/30/1995 (Sheets 2 & 3), Sacket & Bracke file #95001.

Excepting and reserving the land conveyed to Central Maine Power Company by deed of S.D. Warren recorded in said Registry of Deeds in said Registry in Book 1983, Page 54.

Subject to the rights of access to camp lots of Central Maine Power Company and/or Florida Power and Light Co., shown on Plan of Indian Pond Project Plan, Detail Map, Sheets 2, 3, 4 and 5 of 5 recorded in said Registry of Deeds in Plan File 99, Pages 20, 21, 22 and 23, shown as camp lots C through Z, and BB, as well as CMP Retained Lots 6, 7, 8, 10 and 11, as shown on said plans, and land of Indian Pond Whaling Co. described in deed in Book 943, Page 282, formerly of Mertens acquired of Central Maine Power Company, and shown on Sheet 4 of said plans.

Excepting and reserving a parcel of land conveyed to Dean M. Brown and Terrie M. Brown, Trustees of the Dean M. Brown Living Trust Dated February 19, 2002 dated February 1, 2008 and recorded in said Registry in Book 4018, Page 122.

Excepting and reserving the Public Lot, and access thereto, in Sandwich Academy Grant Township as shown on Exhibit A2 Section 2.

Excepting and reserving three parcels of land and rights of access at Somerset Station, located in Misery Gore Township on the westerly side of the Kennebec West Outlet Stream, now or formerly owned by Central Maine Power Company by deed recorded in the Somerset Registry of Deeds in Book 440, Page 335, shown as **CL-15a**, Charles M. Emery by deed recorded in the Somerset County Registry of Deeds in Book 801, Page 522, shown as **CL-15b** and Charles H. Cooke by deed recorded in said Registry in Book 619, Page 390, shown as **CL-15c**, all as shown on Exhibit A2 Section 2.

Subject to the rights of access of David L. Hall, et al by deed recorded in the Somerset County Registry of Deeds in Book 1872, Page 3, shown as **CL-11a**, Jeffrey N. Gibbs by deed recorded in said Registry in Book 1345, Page 6, shown as **CL-11b**, The Janice C. Fuller Trust by deed recorded in said Registry in Book 2497, Page 28, shown as **CL-11c**, and Town of Jackman by deed recorded in said Registry in Book 1970, Page 208, shown as **CL-12**, all as shown on Exhibit A2 Section 2.

Excepting and reserving the camp lots in the Tarratine Lease Area located on both sides of Route 6/15 in Taunton & Raynham Academy Grant, near Line 8 described above and generally located and shown as **CL-14a and 14b** on Exhibit A2 Section 2.

Subject to a non-exclusive easement for access to the Giroux Lot on the north side of Long Pond at Churchill Stream, described in deed to Thomas J. Giroux and recorded in said Registry of Deeds in Book 2854, Page 88, shown as **CL-10** on Exhibit A2 Section 2.

Also excepting herefrom, the following camp and lease lots and access thereto, whose general locations are shown on the attached Exhibit A2, Section 2:

CL-5: Lease Lot #1113	Alan Gove
CL-12: Town Lot	Town of Jackman, by deed recorded in said Registry in Book 1920, Page 208
CL-13: Lease Lot #1160	Walter Morin
CL-14a: Camp Lot	Montreal, Maine & Atlantic Railroad, Tarratine Camp Lot Area
CL-14b: Camp Lot	Tarratine Camp Lot Area as shown on Exhibit 69 of an instrument from Scott Paper Company to Skylark, Inc. dated December 30, 1970 and recorded in Book 807, Page 976; leased in part to Jean N. Carter (Lease SP 172), Steve Shaw (Lot 5 - Lease No. 120), and Robert Genest (Lot 3 - Lease No. 45)
CL-16a: Lease Lot #99	J. Edward Klisiewicz
CL-17: Lease Lot #119	J. Alfred Letourneau
CL-18: Lease Lot #376	Edwin O. Reed
CL-19a: Lease Lot #1114	Jon C. Hansen, et al.
CL-19b: Lease Lot #1111	Richard W. Fitzherbert
CL-20: Lease Lot #1116	W.M. Philbrick et al.
CL-22: Lease Lot #1115	Raymond Russenberger, et al.
CL-23: Lease Lot	State Of Maine
CL-24: Lease Lot #1192	Carroll Cutting, et al.
CL-25a: Camp Lots	Steven and Craig Woodard as described in said Registry of Deeds in Book 2713, Page 198 and Book 2570, Page 139
CL-25b: Lease Lot #1117	Richard Taylor
CL-28a: Camp Lot	Alice Chubbuck, et al. as described in said Registry of Deeds in Book 2758, Page 142
CL-28b: Lease Lot #1128	Jonathan Stanley
CL-28c: Camp Lot	Isaac & Donna McLaughlin as described in said Registry of Deeds in Book 2722, Page 84
CL-28d: Lease Lot #1133	Neal Chubbuck
CL-28e: Camp Lot	Richard & June Berry as described in said Registry of Deeds in Book 2270, Page 204

NOTE: CL-16b, CL-21 and CL-26 intentionally omitted.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 2 A

A certain lot or parcel of land situated in Taunton & Raynham Academy Grant (T1 R1 NBKP) in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 2A, and more particularly bounded and described as follows:

Point of Beginning (POB):
Beginning at a point being the intersection of the northerly line of land now or formerly of Weldon C. King as described in a deed recorded in the Somerset County Registry of Deeds in Book 875, Page 211 and the northwesterly line of land of the State of Maine along the Kennebec River West Outlet described in deed recorded in said Registry in Book 2607, Page 201;

Line 1:
Thence in a generally northeasterly direction along land of the State of Maine, land now or formerly of Central Maine Power Company, described in deed recorded in Book 1983, Page 61 and generally located and shown as "CMP Out Lot" on Exhibit A2, Section 2A, and land now or formerly of Plum Creek Land Company described in deed recorded in the Somerset County Registry of Deeds in Book 2570, Page 145 and Book 2620, Page 330, and reserved in Book 2607, Page 201 and generally located and shown as "Approx. Locations of Area A & Area B" on Exhibit A2, Section 2A, to land of the County of Somerset as described in Book 855, Page 478 recorded in said Registry of Deeds;

Line 2:
Thence generally westerly and northerly along land now or formerly of said County of Somerset to a point at **UTM NAD83, Zone 19N** 440958.1, 5055810.8, on the Residential Development Zone D-MH-RS1, known as Blue Ridge Development Area containing at least 3712 acres, located generally as shown on Exhibit A2 Section 2A;

Line 3:
Thence generally southwesterly along the Residential Development Zone D-MH-RS1 along a line maintaining a distance of one-quarter (¼) mile northwesterly of and parallel to the high water mark of the northwesterly side of Long Pond and the Kennebec River West Outlet, to a point on the easterly side line of land now or formerly of said Weldon C. King;

Line 4:
Thence southerly 1100 feet, more or less, along land now or formerly of said Weldon C. King to a corner thereof;

Line 5:

Thence easterly along land now or formerly of said Weldon C. King to the POINT OF BEGINNING.

Excepting and reserving a six (6) rod-wide strip of land as described in an Indenture between S.D. Warren Co. and Central Maine Power dated March 1, 1994 and recorded in said Registry in Book 1983, Page 54.

Excepting and reserving the camp lots and access thereto and adjoining land on the northwesterly shore of Long Pond, known as Long Pond Lease Areas A and B and shown on Exhibit A2, Section 2A, which are now or formerly owned by Plum Creek Land Company as described in deed recorded in said Registry of Deeds in Book 2570, Page 145, as corrected by Correction Deed recorded in Book 2620, Page 330, and as reserved in Book 2607, Page 201.

Subject to non-exclusive access easements to camp lots of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled "Indian Pond Project Plan Detail Map, Sheets 1 – 5" prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 3

A certain lot or parcel of land located in the Townships of Taunton & Raynham Academy Grant, Misery Gore, and Sapling all in the County of Somerset and State of Maine, generally depicted on the map attached hereto as Exhibit A2 Section 3, and more particularly bounded and described as follows:

POINT OF BEGINNING (POB):
Beginning at a 5" x 7" granite monument found 24" tall, said monument being at GPS Point North 702786.65 East 672968.95 UTM NAD 83 Maine East, as shown on a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised through January 12, 2006, and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16, which granite monument marks the northeasterly corner of land now or formerly of Kennebec Water and Power Company as described in the Somerset County Registry of Deeds in Book 371, Page 375;

Line 1:
Thence southeasterly along the land now or formerly of Kennebec Water and Power Company to the westerly shore of Moosehead Lake;

Line 2:
Thence along the shore of Moosehead Lake in a generally northerly direction to the southeast corner of the Residential Development Zone D-MH-RS1, known as Route 15 South Development Area containing not less that 240 Acres, at **UTM NAD83, Zone 19N** 444359.8, 5048897.0;

Line 3:
Thence southwesterly along the Residential Development Zone D-MH-RS1 a distance of 1350 feet, more or less, to the southwest corner of the Residential Development Zone D-MH-RS1 at **UTM NAD83, Zone 19N** 443989.8, 5048715.1;

Line 4:
Thence generally northwesterly a distance of 1250 feet, more or less, along the westerly boundary of the Residential Development Zone D-MH-RS1 to a point at **UTM NAD83, Zone 19N** 443754.2, 5049025.9;

Line 5:
Thence northerly along the westerly boundary of the Residential Development Zone D-MH-RS1, on a line parallel with Route 6/15, a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N** 443755.6, 5049180.2;

Line 6:
Thence westerly along the Residential Development Zone D-MH-RS1 on a line generally perpendicular to Route 6/15 a distance of 500 feet, more or less, to a point at **UTM NAD83, Zone 19N** 443603.9, 5049181.5;

Line 7:
Thence northerly along the westerly boundary of the Residential Development Zone D-MH-RS1, on a line generally parallel with and approximately 700 feet easterly of the easterly side of Route 6/15, a distance of 2100 feet, more or less, to a point at **UTM NAD83, Zone 19N** 443544.5, 5049799.4;

Line 8:
Thence westerly along the Residential Development Zone D-MH-RS1 a distance of 700 feet, more or less, to the easterly side of Route 6/15;

Line 9:
Thence northerly along the easterly sideline of Route 6/15 and the westerly side line of the said Residential Development Zone D-MH-RS1 to the northwest corner thereof;

Line 10:
Thence easterly along the northerly boundary of the Residential Development Zone D-MH-RS1 a distance of 1250 feet, more or less, to the northeast corner thereof;

Line 11:

Thence southeasterly along the Residential Development Zone D-MH-RS1 a distance of 1000 feet, more or less, to the westerly shore of Moosehead Lake;

Line 12:
Thence in a general northeasterly direction, following the shore of Moosehead Lake, to the southwesterly corner of land now or formerly of Steve and Joanne LeBrun as described in the Somerset County Registry of Deeds in Book 1639, Page 32;

Line 13:
Thence in a general northwesterly, easterly and northerly direction along the westerly and northerly side lines of land now or formerly of Steve and Joanne LeBrun to the northeasterly corner thereof and the northwesterly corner of land now or formerly of Theodate A. Wilcox, Trustee of the Theodate A. Wilcox Living Trust as described in a deed in said Registry of Deeds in Book 3645, Page 31;

Line 14:
Thence in a general northerly direction along the westerly side line of land now or formerly of: **(1)** Theodate A. Wilcox, Trustee of Theodate A. Wilcox Living Trust as described in said Registry in Book 3645, Page 31; **(2)** Richard and Barbara Thomas as described in said Registry in Book 2570, Page 103; **(3)** Kenneth and Sandra Bailey as described in said Registry in Book 2759, Page 65 and Book 2739, Page 261; **(4)** George Hutchins as described in said Registry in Book 1365, Page 11; **(5)** Stephen and Sharon Rogers as described in said Registry in Book 3171, Page 262; **(6)** Henry and Susan Cushman as described in said Registry in Book 3926, Page 51 to a point on the southerly sideline of land of Burchard T. Ranger, et al as described in said Registry in Book 1444, Page 269 and Book 2738, Page 82;

Line 15:
Thence in a westerly and northerly direction along land of said Ranger, and continuing northerly along the westerly side line of land now or formerly of Armand Nelson as described in said Registry in Book 1265, Page 125 a distance of 2350 feet through Sapling Township into Misery Gore to a point on the southerly side line of the Residential Development Zone D-MH-RS1, known as Route 15 North Development Area containing not less that 1773 Acres, said point being 500 feet, more or less, southerly of the northerly side line of Misery Gore at **UTM NAD83, Zone 19N** 444499.3, 5052414.2;

Line 16:
Thence westerly along the southerly side line of the Residential Development Zone D-MH-RS1, and maintaining a distance of 500 feet, more or less, southerly from the northerly town line of Misery Gore a distance of 2450 feet, more or less to a point at **UTM NAD83, Zone 19N** 443761.7, 5052266.5;

Line 17:
Thence southwesterly along the southerly side line of the Residential Development Zone D-MH-RS1 a distance of 1100 feet, more or less, to a point at **UTM NAD83, Zone 19N** 443607.3, 5051959.2;

Line 18:
Thence in a westerly direction along the southerly sideline of the Residential Development Zone D-MH-RS1, generally parallel to the northerly town line of Misery Gore, a distance of 800 feet, more or less, to a point at **UTM NAD83, Zone 19N** 443368.5, 5051899.7;

Line 19:
Thence generally northerly along the Residential Development Zone D-MH-RS1 through Misery Gore and into Taunton & Raynham Academy Grant, along a line maintaining a distance of 1400 feet, more or less, easterly of the easterly side of Route 6/15, a distance of 4700 feet, more or less, to a point located on the southerly side of a road that extends easterly from Route 6/15 in the direction of Moosehead Lake;

Line 20:
Thence southwesterly along the southerly side line of said road a distance of 1400 feet, more or less, to the easterly side line of Route 6/15;

Line 21:
Thence southerly along the easterly side line of Route 6/15 a distance of 1200 feet, more or less;

Line 22:
Thence westerly, crossing Route 6/15, and maintaining a line generally perpendicular to Route 6/15 and along the southerly side line of the Residential Development Zone D-MH-RS1 a distance of 600 feet, more or less, to a point at **UTM NAD83, Zone 19N** 442488.0, 5052710.1;

Line 23:
Thence northwesterly along the westerly side line of the Residential Development Zone D-MH-RS1 and maintaining a distance of 300 feet, more or less, northeasterly of a logging road (herein after referred to as "LR1") a distance of 1200 feet, more or less, to a point at **UTM NAD83, Zone 19N** 442164.4, 5052836.6;

Line 24:
Thence northwesterly along the westerly side line of the Residential Development Zone D-MH-RS1 a distance of 2050 feet, more or less, to the intersection of LR1 with another road at **UTM NAD83, Zone 19N** 441844.7, 5053395.1;

Line 25:
Thence generally northerly along the westerly side line of the Residential Development Zone D-MH-RS1 a distance of 800 feet, more or less, to a point at **UTM NAD83, Zone 19N** 441738.5, 5053612.1;

Line 26:

Thence in a generally northerly direction along the westerly side line of the Residential Development Zone D-MH-RS1 a distance of 400 feet, more or less, to a point at **UTM NAD83, Zone 19N** 441652.7, 5053705.5;

Line 27:
Thence generally northwesterly along the westerly side line of the Residential Development Zone D-MH-RS1 a distance of 1100 feet, more or less, to a point at **UTM NAD83, Zone 19N** 441416.9, 5053954.6;

Line 28:
Thence generally northerly along the westerly side line of the Residential Development Zone D-MH-RS1 a distance of 1800 feet, more or less, to a point on the southerly line of land of the State of Maine known as the "Public Lot" (also known as Tax Map SO 31, Plan 5 Lot 12), which point is approximately 1500 feet easterly from the high water mark of Long Pond in Taunton & Raynham Academy Grant;

Line 29:
Thence westerly along the southerly line of the Public Lot a distance of 1000 feet, more or less, to land of the State of Maine, as described in two deeds dated September 17, 1999 and recorded in the Somerset County Registry of Deeds in Book 2607, Page 201, and Book 2607, Page 218, respectively, located along the southeasterly shore of Long Pond and the Kennebec West Outlet Stream;

Line 30:
Thence generally southwesterly along the easterly side line of land of the said State of Maine to land now or formerly of Weldon C. King, et al., as described in a deed in said Registry in Book 875, Page 211;

Line 31:
Thence easterly, southerly and westerly around land now formerly of said Weldon C. King et al., to land now or formerly of the said State of Maine;

Line 32:
Thence generally southerly through Misery Gore and into Sapling Township to land now or formerly of Weldon C. King located at the northerly end of Indian Pond in Sapling Township as described in a deed dated September 2, 1983 and recorded in said Registry in Book 1104, Page 66;

Line 33:
Thence southwesterly along the easterly line of land of said Weldon C. King, a distance of 1500 feet, more or less, to a point;

Line 34:
Thence easterly along the northerly line of land of said Weldon C. King a distance of 2500 feet, more or less, to the northeast corner thereof;

Line 35:
Thence southerly along the easterly line of land of said Weldon C. King to the 960-foot contour line (U.S. Geologic Survey) of the Kennebec River West Outlet, and the "Project Boundary Line for FERC Project No. 2142" (hereinafter referred to as the "Project Boundary Line") as shown on a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16;

Line 36:
Thence in a generally southeasterly and northeasterly direction along the 960-foot contour line, the Project Boundary Line, land now or formerly of Florida Power and Light as described in a deed in said Registry of Deeds in Book 2540, Page 24, land now or formerly of Central Maine Power Company as described in a deed in said Registry of Deeds in Book 1416, Page 131, and crossing Route 6/15 and the Montreal Maine & Atlantic Railroad to a 6" x 8" granite monument 24" tall at GPS Point North 702094.81 East 671760.67 UTM NAD 83, Maine East, all as shown on the aforesaid plan;

Line 37:
Thence N 60°12'18" E along the northerly side of said Kennebec Water & Power Company a distance of 1,392.33 feet to a 5" x 7" granite monument found 24" tall at GPS Point North 702786.65 East 672968.95 UTM NAD 83 Maine East, all as shown on the aforesaid plan, to the northeast corner of land of Kennebec Water and Power Company as described in deed recorded in said Registry of Deeds in Book 371, Page 375 and THE POINT OF BEGINNING.

Excepting and reserving from the foregoing a triangular shaped parcel lying easterly of the Kennebec Water and Power Company land referred to in the Point of Beginning, and more particularly described as follows:

A certain lot or parcel of land situated in Sapling Township, Somerset County, State of Maine, more particularly described as follows:

Beginning at a 5" by 7" granite monument shown at NAD83 MAINE EAST N 702786.65 and E 672968.95, as shown Boundary Survey prepared for a Corrective Deed by and Between Central Maine Power Company and Plum Creek Maine Timberlands, East Outlet, Kennebec River, dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of Deeds Plan File 2006, Page 16, which granite monument marks the northeasterly corner of land now or formerly of Kennebec Water and Power Company as described in the Somerset County Registry of Deeds in Book 371, Page 375;

Thence southeasterly along the land now or formerly of Kennebec Water and Power Company to the westerly shore of Moosehead Lake;

Thence following the shore of Moosehead Lake a distance of approximately 720 feet to a point, which point is located approximately 300 feet northeasterly of the intersection of the Kennebec

Water and Power Company line described above with the shore of Moosehead Lake, as shown on Exhibit C attached hereto;

Thence northwesterly from said point in a straight line to the point of beginning.

Also hereby granting easement rights in and to the property located between the high water mark and the low water mark of Moosehead Lake without any warranties or representation as to title.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

Excepting and reserving herefrom access rights to land located in Taunton & Raynham Academy Grant, part of which is located on the southeasterly side of the Kennebec West Outlet Stream as further described in a deed to Weldon C. King and Marilyn B. King dated March 17, 1977 and recorded in the Somerset County Registry of Deeds in Book 875, Page 211, and land located in Sapling Township at the northeasterly end of Indian Pond as described in the deed to Weldon C. King dated September 2, 1983 and recorded in said Registry of Deeds in Book 1104, Page 66.

Excepting the premises and access rights thereto owned by the Montreal Maine & Atlantic Railroad that cross the premises described above, the general location of which is shown on Exhibit A2 Section 3.

Excepting and reserving that portion of the property and access rights thereto shown as Existing Commercial/Industrial Zone D-CIM, containing 94 Acres, more or less, on Exhibit A2, Section 3 attached hereto and made a part hereof, located westerly of Route 6/15 and northerly of Kennebec East Outlet in Sapling Township.

Reference is also made to a Boundary Survey made for Central Maine Power Company and Plum Creek Maine Timberlands dated September 26, 2005, revised January 17, 2006 and recorded in the Somerset County Registry of Deeds in Plan Book 2006, Page 16 for a more particular description of the land now owned by Kennebec Water Power Company along the northeasterly side line of the Kennebec East Outlet Stream.

Subject to non-exclusive access easements to land and camp lots now or formerly of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled “Indian Pond Project Plan Detail Map, Sheets 1 – 5”, sheet 5 of 5 prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Page 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Subject to those rights of access to the privately owned parcels referred to in Lines 13, 14 and 15 above, located on the westerly shore of Moosehead Lake, and any property and access rights of others located southerly of Line 37.

SECTION 4

A certain lot or parcel of land situated partly in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, and partly in Indian Stream Township (T1 R6 BKP EKR) and Squaretown Township (T2 R5 BKP EKR), County of Somerset, State of Maine, more particularly bounded and described as follows:

Point of Beginning (POB):
Beginning at a point on the westerly side line of Squaretown Township, County of Somerset and State of Maine, which point is the southwest corner of Lot 37 of Range Lots which is also the southwest corner of land now or formerly of Plum Creek Maine Timberlands, L.L.C. (hereinafter "PCMT"), described in deed recorded in the Somerset County Registry of Deeds in Book 3426, Page 252;

Line 1:
Thence easterly along the southerly line of Lot 37 to the southeasterly corner thereof;

Line 2:
Thence northerly along the easterly line of Lot 37 to the northeasterly corner thereof;

Line 3:
Thence easterly along the southerly line of Lot 50 of said Range lots to the southeasterly corner thereof;

Line 4:
Thence northerly along the easterly line of Lot 50 and Lot 62 approximately 5433 feet to the northeasterly corner of Range Lot 62;

Line 5:
Thence easterly along the southerly line of land now or formerly of PCMT, to the southeast corner of land now or formerly of PCMT and the easterly town line of Squaretown Township to a point which is approximately 16,500 feet southerly of the northerly town line of Squaretown Township;

Line 6:
Thence northerly along the easterly town line of Squaretown Township and the easterly town line of Indian Stream Township to a point which is approximately 4800 feet northerly of the southeasterly corner of Indian Stream Township, said point being the northwesterly corner of the land now or formerly of the State of Maine located in Big Moose Township, Piscataquis County, State of Maine;

Line 7:
Thence easterly along land now or formerly of said State of Maine in Big Moose Township to land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc. described in deed recorded in the Piscataquis County Registry of Deeds in Book 1678, Page 144;

Line 8:
Thence northwesterly along land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., along the following courses and distances:

N 36° W a distance of 2574 feet to a point,
N 60° W a distance of 1188 feet to a point,
N 25° W a distance of 1947 feet to a point;

Line 9:
Thence N 42°30' E along the northwesterly side of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., a distance of approximately 3200 feet to a point on the southerly side of the Resort Development Zone D-MH-RT known as Big Moose North Development Area, at **UTM NAD83, Zone 19N** 442737.1, 5039683.6, said Development Zone containing not less than 3880 acres and having a boundary approximately described in lines 10 through 33 hereinafter set forth and generally located as shown on Exhibit A2, Section 4:

Line 10:
Thence northwesterly along the Resort Development Zone D-MH-RT a distance of approximately 1500 feet to a point on the 1800 foot contour line and a point on the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System line at **UTM NAD83, Zone 19N** 442304.3, 5039811.0;

Line 11:
Thence northwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2400 feet to a point at **UTM NAD83, Zone 19N** 441700.8, 5040248.7;

Line 12:
Thence northwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1400 feet to a point at **UTM NAD83, Zone 19N** 441508.7, 5040589.9;

Line 13:
Thence northwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N** 441184.7, 5040747.3;

Line 14:
Thence southwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1100 feet to a point at **UTM NAD83, Zone 19N** 440879.5, 5040595.8;

Line 15:
Thence westerly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2200 feet to a point at **UTM NAD83, Zone 19N** 440251.2, 5040694.4;

Line 16:
Thence southwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1300 feet to a point at **UTM NAD83, Zone 19N** 439902.0, 5040481.7;

Line 17:
Thence southwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N** 439725.2, 5040143.9;

Line 18:
Thence southwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 1200 feet to a point at **UTM NAD83, Zone 19N** 439765.3, 5039804.0;

Line 19:
Thence southwesterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 2100 feet to a point at **UTM NAD83, Zone 19N** 439305.5, 5039376.3;

Line 20:
Thence southeasterly along a line that follows the Resort Development Zone D-MH-RT and the Maine Natural Areas Program Spruce Fir Northern Hardwoods Eco System a distance of approximately 500 feet to a point at **UTM NAD83, Zone 19N** 439347.4, 5039221.6;

Line 21:
Thence in a southwesterly direction to a point that is approximately 3500 feet westerly of the Big Moose Town Line at **UTM NAD83, Zone 19N** 438976.1, 5038978.3;

Line 22:
Thence in a southwesterly and northwesterly direction to a point that is approximately 9400 feet southeasterly of the high water mark of the southerly shore of Indian Pond, on a line generally parallel with the easterly town line of Indian Stream Township at **UTM NAD83, Zone 19N** 438479.7, 5039260.9;

Line 23:
Thence northwesterly along the Resort Development Zone D-MH-RT a distance of approximately 3000 feet to the westerly side of a logging road shown on Exhibit A2, Section 4 as "Road 3";

Line 24:

Thence northeasterly along the Big Moose Mountain Resort Development Area D-MH-RT and the northwesterly side of Road 3 as shown on Exhibit A2, Section 4, which runs generally parallel to and southeasterly of Indian Pond, to the intersection of Road 3 with another road shown and depicted on the attached Exhibit A2, Section 4 as "Road 1";

Line 25:
Thence northeasterly along the Resort Development Zone D-MH-RT a distance of approximately 1800 feet to a point which is parallel to and 1000 feet northerly of Road 1, at **UTM NAD83, Zone 19N** 439027.2, 5042002.4;

Line 26:
Thence northeasterly along the Resort Development Zone D-MH-RT and parallel to and 1000 feet northerly of Road 1, a distance of approximately 2000 feet to a point at **UTM NAD83, Zone 19N** 439614.3, 5042151.1;

Line 27:
Thence northeasterly along the Resort Development Zone D-MH-RT and parallel to and 1000 feet northwesterly of Road 1, a distance of approximately 3300 feet to a point at **UTM NAD83, Zone 19N** 440229.0, 5042916.7;

Line 28:
Thence northeasterly along the Resort Development Zone D-MH-RT, a distance of approximately 1700 feet to Burnham Road as shown and depicted on the attached Exhibit A2, Section 4 at **UTM NAD83, Zone 19N** 440364.1 5043440.1;

Line 29:
Thence easterly across Burnham Road and along the Resort Development Zone D-MH-RT, a distance of approximately 2500 feet, more or less, to a point in the southerly side of Road 1;

Line 30:
Thence southwesterly along the southerly side of Road 1 approximately 1300 feet to the easterly side of Burnham Road;

Line 31:
Thence southerly along the northeasterly side of Burnham Road to Road 2 ("Road 2") as shown on Exhibit A2, Section 4;

Line 32:
Thence northerly along the northerly side of Road 2 to the northerly most terminus of Road 2 south of Burnham Pond;

Line 33:
Thence north along the Resort Development Zone D-MH-RT to the shore of Burnham Pond, at **UTM NAD83, Zone 19N** 443309.2, 5042949.9;

Line 34:

Thence northwesterly, northerly and northeasterly around the shore of Burnham Pond to the Resort Development Zone D-MH-RT, known as Burnham North Development Area and containing not less than 200 acres and located generally as shown on Exhibit A2, Section 4 on the north side of Burnham Pond at **UTM NAD83, Zone 19N** 443903.0, 5043870.4;

Line 35:
Thence northerly, northwesterly, easterly and southeasterly along the Resort Development Zone D-MH-RT to the shore of Burnham Pond at **UTM NAD83, Zone 19N** 444917.3, 5043305.9;

Line 36:
Thence southeasterly along the shore of Burnham Pond to a point located approximately 250 feet north of the northerly side of Burnham Road;

Line 37:
Thence southeasterly and northeasterly following a line that is 250 feet, more or less, northerly of and generally parallel to the northerly side of the Burnham Road to a point on the westerly side of Route 6/15;

Line 38:
Thence northerly along the westerly side of Route 6/15 to a point approximately 7500 feet southerly of the southwest corner of land now or formerly of OLFC, Inc., also sometimes known as OFLC, Inc., described in deed recorded in the Piscataquis County Registry of Deeds in Book 1675, Page 155, at the northerly end of Resort Development Zone D-MH-RT (which is located generally as shown on Exhibit A2, Section 4);

Line 39:
Thence easterly across Route 6/15 along the northerly side of the Resort Development Zone D-MH-RT a distance of 700 feet, more or less, to the shore of Moosehead Lake;

Line 40:
Thence northerly along the shore of Moosehead Lake to the southeast corner of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc., excepting the land and access rights thereto of the Montreal Maine and Atlantic Railroad;

Line 41:
Thence westerly along the southerly sideline of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the southwest corner thereof and the easterly side of Route 6/15;

Line 42:
Thence northerly along the easterly side of Route 6/15 and the westerly sideline of land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc., to the northwest corner of land of OLFC, Inc.;

Line 43:

Thence easterly along the land now or formerly of said OLFC, Inc., also sometimes known as OFLC, Inc. to the westerly line of land of the Montreal Maine & Atlantic Railroad;

Line 44:
Thence northerly along the westerly side line of the Maine Montreal & Atlantic Railroad to land now or formerly of Central Maine Power Company being described as "Parcel 3" in a deed recorded in the Piscataquis County Registry of Deeds in Book 674, Page 240;

Line 45:
Thence southwesterly by land now or formerly of Central Maine Power Company to the easterly side of Route 6/15;

Line 46:
Thence crossing Route 6/15 and running in a general southwesterly direction along the land of Central Maine Power Company as described in deed recorded in the Piscataquis County Registry of Deeds in Book 674, Page 240 to land of Florida Power & Light as described in deed recorded in the said Registry of Deeds in Book 1191, Page 188 at the 960 foot contour line and/or the Project Boundary for Indian Pond FERC Project No. 2142, as shown on Plan of Indian Pond FERC Project No. 2142, sheet 5, recorded in said Registry in Plan Cabinet M, Pages 54 to 58 (the "Plans");

Line 47:
Thence in a generally southwesterly direction along the most southerly of the 960-foot contour line and/or the Project Boundary Line and the southerly side of "Parcel 9", Retained Land of CMP" as shown on sheet 4 of said Plans, to the easterly town line of Indian Stream Township;

Line 48:
Thence southwesterly along the most southerly of the 960 foot contour and/or the Project Boundary aforesaid, to the northeasterly side of Primitive Resort Development Area Zone D-MH-PR at **UTM NAD83, Zone 19N** 437506.4, 5041770.5, containing not less than 112 acres and located generally as shown on Exhibit A2, Section 4;

Line 49:
Thence southeasterly, southwesterly, and northwesterly around said Primitive Resort Development Area, the rear line of which is generally parallel to and approximately 1000 feet southerly of the most southerly of the said 960 foot contour line and or the Project Boundary, to the most southerly of the 960 foot contour line and/or the Project Boundary aforesaid;

Line 50:
Thence southwesterly from the northwesterly corner of the Primitive Resort Development Area along the most southerly of the 960 foot contour line and/or Project Boundary aforesaid, through Indian Stream Township to the northerly corner of a triangular shaped parcel of land now or formerly of Central Maine Power Company as described in deed recorded in the Somerset

County Registry of Deeds in Book 2540, Page 24, and recorded in the Piscataquis County Registry of Deeds in Book 1191, Page 188, and as shown on Sheet 3 of said Plans, recorded in the Somerset County Registry of Deeds in Plan File 99, Page 21 and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.;

Line 51:
Thence southeasterly and southwesterly around said triangular parcel, now or formerly of Central Maine Power Company, to the most southerly of the 960-foot contour line and/or the Project Boundary aforesaid, as shown on Sheet 3 of said Plans;

Line 52:
Thence southwesterly along the most southerly of the 960-foot contour line and/or the Project Boundary aforesaid to the northeasterly edge of the Central Maine Power Company leased land as shown on Sheet 3, and following the Project Boundary Line around the Central Maine Power Company leased land to the most southerly of the 960 foot contour line and/or Project Boundary;

Line 53:
Thence southwesterly along the most southerly of the 960 contour line and/or the Project Boundary to a point on the southerly side of the VIP Road as shown on Sheet 2 of said Plans;

Line 54:
Thence southwesterly along the southerly side of the VIP Road to the westerly town line of Squaretown Township;

Line 55:
Thence southerly along the westerly town line of Squaretown Township, crossing Knight's Pond, to the southwest corner of Lot 37 of Range of Lots and the southwest corner of land now or formerly of PCMT as described in deed recorded in the Somerset County Registry of Deeds in Book 3426, Page 252, and the POINT OF BEGINNING.

Excepting herefrom the following lease lots and/or rights of access in Big Moose Township, whose general locations are shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-27: Lease to Wayne Witham (located on land now or formerly of Central Maine Power Co.)
CL-32b: Plum Creek Maine Timberlands, L.L.C. (Right of Way)
CL-32d: Lease No. 1200 to Randy Keach
CL-32e: Lease to Wayne Snell

NOTE: CL-32c intentionally omitted.

Also excepting herefrom the following lease lots in Indian Stream Township, whose general locations are shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-30: Lease Lot #FT96-02	Melissa Dumont
CL-29: Lease Lot #FT96-30	Richard and Roland Legendre
CL-31: Lease Lot #FT96-65	Pond Associates, LLC

Also excepting herefrom the following lease lot in Squaretown Township, whose general location is shown on the attached Exhibit A2, Section 4, and subject to the rights of access thereto:

CL-52: Lease Lot #FT96-33	Charles K. Jacobs

Excepting land of Montreal Maine & Atlantic Railroad described in deed from Milton G. Shaw to International Railway Company dated September 8, 1888 and recorded in the Piscataquis County Registry of Deeds in Book 102, Page 258.

Excepting and reserving that certain parcel of land, and access thereto, located on the easterly side of Knights Pond, in Squaretown Township as described in a deed to David H. Lothridge and Karen G. Lothridge recorded in the Somerset County Registry of Deeds in Book 2096, Page 190.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

Subject to non-exclusive access easements to camp lots of Florida Power & Light and/or Central Maine Power Company as shown on a plan entitled "Indian Pond Project Plan Detail Map, Sheets 1 – 5" prepared by Orland E. Bean, PLS, recorded in the Somerset County Registry of Deeds in Plan File 99, Pages 19 through 23, and in the Piscataquis County Registry of Deeds in Plan Cabinet M, Number 58.

Excepting and reserving the premises and easement described in deed from S.D. Warren to Central Maine Power Company dated March 2, 1994 and recorded in the Piscataquis County Registry of Deeds in Book 932, Page 41.

Subject to the access easement as set forth in an instrument to FPL Energy Maine Hydro, L.L.C. dated July 10, 2008 and recorded in the Piscataquis County Registry of Deeds in Book 1935, Page 147.

SECTION 4 A

A certain lot or parcel of land situated in Big Moose Township (T2 R6 BKP EKR), County of Piscataquis, State of Maine, more particularly bounded and described as follows:

Point of Beginning (POB):
Beginning on the easterly side of Route 6/15, at a point on the north side of a dirt road, shown as Road 1 on Exhibit A2, Section 4A attached hereto and made a part hereof and the northwest

corner of the Residential/Resort Optional Zone D-MH-RS2 as shown on said Exhibit, said Zone containing 3880 acres;

Line 1:
Thence northeasterly and northerly along the westerly side of Road 1 and the Residential/Resort Optional Zone D-MH-RS2 to at **UTM NAD83, Zone 19N** 448232.1, 5037629.8;

Line 2:
Thence easterly along the northwesterly side of said Residential/Resort Zone to a point at **UTM NAD83, Zone 19N** 448297.4, 5037660.1;

Line 3:
Thence generally northeasterly along the northwesterly side of said Residential/Resort Zone to a point at **UTM NAD83, Zone 19N** 448561.4, 5038090.0;

Line 4:
Thence southeasterly to a point on the northwesterly side of said Residential/Resort Zone and northwesterly side of Moose Point Road at **UTM NAD83, Zone 19N** 448691.4, 5038058.1;

Line 5:
Thence along the northwesterly side of said Residential/Resort Zone and Moose Point Road to a point at **UTM NAD83, Zone 19N** 448759.0, 5038366.2;

Line 6:
Thence northerly along said Residential/Resort Zone to the shore of Moose Bay at **UTM NAD83, Zone 19N** 448716.1, 5038428.2;

Line 7:
Thence generally southwesterly and northeasterly along the Bay and the Outlet of Little Moose Brook to the south side of land now or formerly of OFLC, Inc., also known as OLFC, Inc. as described in the Piscataquis County Registry of Deeds in Book 1678, Page 144, intersects the shore of Moose Bay;

Line 8:
Thence westerly along the southerly boundary of land now or formerly of said OFLC, Inc. to the easterly side of Route 6/15;

Line 9:
Thence southerly along the easterly side of Route 6/15 to the northwesterly corner of Lot 10 as shown on Exhibit 72 entitled “Big Squaw Ski Area Lease Area 1” of a deed by Scott Paper Company to Skylark, Inc. as described in said Registry of Deeds in Book 395, Page 179;

Line 10:
Thence northeasterly along the northerly side line of Lots 10, 9, 8 and 7 to the northeast corner of Lot 7, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 11:
Thence southerly along the easterly side line of Lots 7, 6, 5 and 4 to the southeast corner of Lot 4, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 12:
Thence southwesterly along the southerly side line of Lots 4, 3, 2 and 1 to the southwest corner of Lot 1 and the easterly side line of Route 6/15, all as shown on Exhibit 72 of said Book 395, Page 179;

Line 13:
Thence southerly along the easterly sideline of Route 6/15 to a point marked by a ¾" capped iron rebar located at the northwest corner of land now or formerly of James Confalone as described in a deed recorded in said Registry of Deeds in Book 1446, Page 292;

Line 14:
Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 54°-02'-45" E a distance of seventy and thirteen hundredths (70.13') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of Confalone;

Line 15:
Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 88°-59'-10" E a distance of forty-two and thirty-eight hundredths (42.38') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 16:
Thence northeasterly along the northerly line of land now or formerly of said Confalone and across the "Old" Maine State Highway Route 15 on a course of N 32°-28'-07" E a distance of sixty-six and zero hundredths (66.00') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 17:
Thence northeasterly along the northerly line of land now or formerly of said Confalone on a course of N 54°-02'-45" E a distance of one hundred ninety-two and forty-six hundredths (192.46') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 18:
Thence southeasterly along the easterly line of land now or formerly of said Confalone on a course of S 54°-46'-16" E a distance of one hundred sixty-eight and sixty-two (168.62') feet to a point marked by a ¾" capped iron rebar located on the northerly line of land now or formerly of said Confalone;

Line 19:

Thence continuing generally on the same course along the easterly line of land now or formerly of said Confalone, across Moose Brook, formerly known as Squaw Brook, and along the northerly line of land now or formerly of the State of Maine as described in deed in said Registry of Deeds in Book 136, Page 481 to the easterly most corner of land now or formerly of the State of Maine;

Line 20:
Thence generally southwesterly along the southeasterly line of land now or formerly of the State of Maine to the easterly sideline of Route 6/15;

Line 21:
Thence southerly along the easterly sideline of Route 6/15 to the Point of Beginning.

Reference may be had to an unrecorded plan entitled "Standard Boundary Survey Showing Division of Land for the Maine Forest Service" dated October 28, 1998, prepared by Sackett & Brake Survey, Inc., Project No. 98371.

Excepting and reserving the land and access rights to land leased to Maine Forest Service and generally located as shown on Exhibit A2, Section 4A as CL- 32A.

Excepting any public or private rights in the discontinued portion of Highway Route 6/15.

Excepting any public or private rights to use the gravel drive as it extends northeasterly from land N/F Confalone, shown on said plan entitled "Standard Boundary Survey Showing Division of Land for the Maine Forest Service" dated October 28, 1998, prepared by Sackett & Brake Survey, Inc., Project No. 98371.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

SECTION 5

A certain lot or parcel of land situated in Bowdoin College Grant West Township (T8 R10 NWP), Beaver Cove (TA2 R13 & R14 WELS), Lily Bay Township (TA R14 WELS), Spencer Bay Township (T1 R14 WELS), Frenchtown Township (TA R13 WELS), T1 R13 (also known as Smithtown) and Elliotsville Township, all in the County of Piscataquis and State of Maine, generally depicted on the maps attached hereto as Exhibit A2, Section 5, and more particularly bounded and described as follows:

Point of Beginning (POB):
Beginning at a point which is the northeast corner of Elliotsville Township, and the northwest corner of T7 R9 NWP;

Line 1:
Thence in a southerly direction along the easterly town line of Elliotsville Township and the westerly town line of T7 R9 NWP to land now or formerly of the State of Maine as described in the Piscataquis County Registry of Deeds in Book 498, Page 170;

Line 2:
Thence in a westerly direction, along the northerly line of said land of the State of Maine and the northerly line of land now or formerly of the United States of America as described in said Registry in Book 696, Page 31, to the easterly boundary of land now or formerly of Roxanne Quimby as described in said Registry of Deeds in Book 1322, Page 331;

Line 3:
Thence northerly along the easterly line of land now or formerly of said Roxanne Quimby to the southeasterly corner of the Town of Greenville;

Line 4:
Thence northerly along the easterly town line of the Town of Greenville to the northwesterly corner of Bowdoin College Grant West and the northeasterly corner of the Town of Greenville and the southerly town line of the Town of Beaver Cove;

Line 5:
Thence westerly along the northerly town line of the Town of Greenville and the southerly town line of the Town of Beaver Cove a distance of 10,700 feet, more or less, to the easterly sideline of Lily Bay Road;

Line 6:
Thence generally northerly along the easterly sideline of Lily Bay Road to the southwest corner of the Residential Development Zone D-MH-RS1, being part of the Beaver Cove Development Area, southerly of the Beaver Cove Town Office lot, containing not less than 3 acres, approximately 500 feet southerly of the southerly side of Beaver Cove Town Office lot, and located generally as shown on attached Exhibit A2, Section 5;

Line 7:
Thence southeasterly and northerly along the said Residential Development Zone D-MH-RS1, the Beaver Cove Town Office lot and the Residential Development Zone D-MH-RS1 northerly of the Beaver Cove Town Office lot, containing not less than 3 acres, to the northeast corner thereof, and continuing westerly to the easterly sideline of Lily Bay Road at a point which is approximately 500 feet northerly of the north side of the Beaver Cove Town Office lot;

Line 8:
Thence northerly along the easterly sideline of Lily Bay Road to a point on the easterly side line of the Lily Bay Road, said point being opposite the southerly corner of the Residential Development Zone D-MH-RS1, being part of the Beaver Cove Development Area, containing

not less than 117 acres, at **UTM NAD83, Zone 19N** 457804.9, 5044100.8 and located generally as shown on Exhibit A2, Section 5;

Line 9:
Thence westerly, crossing Lily Bay Road and continuing approximately 100 feet, to the southerly corner of the Residential Development Zone D-MH-RS1;

Line 10:
Thence northeasterly and northwesterly along the boundary of the Residential Development Zone D-MH-RS1 maintaining a distance of 100 feet, more or less, from the westerly side of Lily Bay Road, to the northeasterly corner of said Residential Development Zone D-MH-RS1;

Line 11:
Thence westerly along the Residential Development Zone D-MH-RS1 to land now or formerly of North Ridge Association and Beaver Cove Association as described in deeds recorded in said Registry of Deeds in Book 427, Pages 250 and 257;

Line 12:
Thence northerly, along said land of North Ridge Association and Beaver Cove Association a distance of 1600 feet, more or less, to the southerly line of land of Lily Bay State Park;

Line 13:
Thence easterly along the southerly line of land of Lily Bay State Park and continuing on that same course across Lily Bay Road to the easterly sideline of said Road;

Line 14:
Thence northeasterly along the easterly side line of Lily Bay Road, as same is being widened pursuant to Notice of Layout and Taking recorded February 2, 2009 in the said Registry of Deeds in Book 1965, Page 10, to its intersection with the northerly town line of the Town of Beaver Cove and the southerly town line of Lily Bay Township;

Line 15:
Thence northwesterly across Lily Bay Road to the easterly side of Lease Area F shown on Exhibit 106 of the Quitclaim Deed from Scott Paper Company to Skylark, Inc. recorded in the said Registry of Deeds in Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 16:
Thence generally northwesterly along the easterly side of said Lease Area F and land now or formerly of the following persons, to the southeasterly corner of Lease Area E as shown on Exhibit 104 of said Deed recorded in said Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto:

1. Polly F. Moore Trust as recorded in Book 922, Page 35
2. Arthur L. Haskins, et al as recorded in Book 1282, Page 137
3. Charles H. Chaffee, et al as recorded in Book 393, Page 484

4. Bertrand K. Marshall, et al as recorded in Book 827, Page 96 and Book 395, Page 441
5. Ann H. McCarthy, et al as recorded in Book 1217, Page 93, and
6. Gregory A. Snowden as recorded in Book 950, Page 101;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 17:
Thence generally northwesterly along the easterly side of said lease Area E and land now or formerly of the following persons, to the shore of Moosehead Lake:

1. Robert M. Marten, et al as recorded in Book 1777, Page 148
2. Carlton A. Pinney as recorded in Book 1591, Page 202, and Book 516, Page 258
3. Patricia A. Hackett Living Trust as recorded in Book 1834, Page 311
4. Dominic John Bizier, et al as recorded in Book 713, Page 134
5. Harry W. Robertson, et al as recorded in Book 1542, Page 47
6. Louise Lavigne, et al as recorded in Book 1495, Page 10
7. Dana E. Ellis as recorded in Book 1282, Page 107
8. Davis L. McFadden Living Trust as recorded in Book 1909, Page 188
9. Wallace A. Donovan, Jr. as recorded in Book 619, Page 131
10. David R. Houston, et al as recorded in Book 1363, Page 1, and
11. Polly Moore Trust as recorded in Book 922, Page 35;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 18:
Thence northwesterly along the shore of Moosehead Lake to the southwesterly corner of Lease Area H shown as Exhibit 107 of said Deed recorded in said Book 395, Page 179 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 19:
Thence southeasterly and northeasterly around the southerly side of said Lease Area H and land now or formerly of the following persons to the shore of Moosehead Lake:

1. Carolyn A. Chick Living Trust as recorded in Book 1199, Pages 52 and 54
2. Donald Cummings, et al as recorded in Book 1312, Page 145
3. Carlton W. Crossman, et al as recorded in Book 484, Page 177, and
4. Roland T. Babbin, et al as recorded in Book 1469, Page 147;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 20:
Thence generally southerly, northeasterly and southerly, following the shore of Moosehead Lake and land now or formerly of Lily Bay Island Maintenance Corp. as recorded in said Registry of Deeds in Book 695, Page 7, to the southerly town line of Lily Bay Township and the northerly town line of the Town of Beaver Cove;

Line 21:
Thence easterly along the southerly town line of Lily Bay Township and the northerly town line of the Town of Beaver Cove and crossing Lily Bay Road to the easterly side thereof;

Line 22:
Thence northerly along the easterly sideline of Lily Bay Road to the northerly side of South Brook Bridge at a point opposite the northerly line of Lease Area C;

Line 23:
Thence generally westerly, across Lily Bay Road, and along the northerly side of Lease Area C shown as Exhibit 103 of said Deed recorded in said Book 395, Page 179, and whose general location is shown on Exhibit A2, Section 5, attached hereto, and land now or formerly of the following persons, to the shore of Moosehead Lake:

1. Margaret C, Gray, et al as recorded in Book 402, Page 96
2. Gail Martel, et al as recorded in Book 1166, Page 89
3. Elise Roy Hobbs as recorded in Book 917, Page 335
4. David Leighton, et al as recorded in Book 401, Page 41
5. Kenneth Pouliot, et al as recorded in Book 637, Page 264
6. Harold L. Grass as recorded in Book 522, Page 241
7. Brent T. Seavey as recorded in Book 1786, Page 161
8. Clifton A. Burke, et al as recorded in Book 402. Page 91
9. Lynn M. Doane-Graves as recorded in Book 432, Page 251
10. Ruby C. Whitney as recorded in Book 1110, Page 56
11. Lynne M. Townsend, et al as recorded in Book 1162, Page 282
12. Donald E. Carter, et al as recorded in Book 738, Page 124, and
13. Darrold T. Johnston as recorded in Book 403, Page 13;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 24:
Thence northerly along the shore of Moosehead Lake to the southerly end of Lease Area B, shown as Exhibit 102 of said Deed recorded in said Book 395, Page 179 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 25:
Thence northeasterly along the southerly sideline of Lease Area B and land now or formerly of the following persons, to the westerly side of the Lily Bay Road;

1. LMTM Family Trust as recorded in Book 1750, Page 286 & Book 1367, Page 182;
2. Howard H. Fraser, Jr. Family Trust as recorded in Book 1096, Page 152;
3. Stephen W. Cole, et al as recorded in Book 438, Page 458 & Book 917, Page 87;

4. Donald A. Shumaker, et al as recorded in Book 1273, Page 349;
5. Robert L. Knowles, et al as recorded in Book 1638, Page 253;
6. Raymond Giroux as recorded in Book 1178, Page 244;
7. Marianne B. Pratt, et al as recorded in Book 1301, Page 325;
8. John R. McLellan, et al as recorded in Book 1130, Page 242;
9. Mildred A. Dickey Living Trust as recorded in Book 1594, Page 165;
10. John W. Hamann, et al as recorded in Book 1176, Page 307;
11. Stanley E. Turski as recorded in Book 451, Page 130;
12. Althea L. Foss as recorded in Book 1509, Page 170 & Book 1613, Page 70;
13. John R. McLellan, et al as recorded in Book 1130, Page 242;
14. James Philbrick as recorded in Book 921, Page 94;
15. Glen Haggett, et al as recorded in Book 1283, Page 161 & Book 1610, Page 90;
16. Judith L. Bossie as recorded in Book 1389, Page 191 & 1478, Page 116;
17. Marion M. Laney as recorded in Book 395, Page 480;
18. Peter B. Soule, et al as recorded in Book 1057, Page 235;
19. Carroll J. Williams as recorded in Book 1707, Page 205 & Book 393, Page 455;
20. Frederick B. Sprague, Jr., et al as recorded in Book 1174, Page 318;
21. John Hinckley, et al as recorded in Book 587, Page 362 & Book 938, Page 118;
22. Craig Fuller as recorded in Book 1752, Page 83 & Book 634, Page 44, and
23. Julie Packard as recorded in Book 1752, Page 78 & Book 617, Page 83;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Line 26:
Thence northerly along the westerly sideline of the Lily Bay Road to the northerly sideline of Lease Area B;

Line 27:
Thence westerly along the northerly side of Lease Area B to the shore of Moosehead Lake;

Line 28:
Thence generally northerly along the shore of Moosehead Lake to the thread of North Brook as identified on Exhibit A2, Section 5;

Line 29:
Thence generally easterly along the thread of North Brook to the easterly side of Lily Bay Road;

Line 30:
Thence northerly along the easterly side of Lily Bay Road to a point opposite North Shore Road;

Line 31:
Thence northwesterly across Lily Bay Road and continuing along the north side of North Shore Road to the thread of an un-named Stream, and the southeast corner of Residential Development Zone D-MH-RT known as Lily Bay West Development Area and containing not less than 1800 acres;

Line 32:
Thence along the thread of the un-named Stream and the easterly side of said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N** 460077.8, 5050289.2;

Line 33:
Thence northeasterly along said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N** 460990.7, 5050777.2;

Line 34:
Thence northerly along the easterly side of the said Lily Bay Development Area to a point at **UTM NAD83, Zone 19N** 460996.6, 5051733.9;

Line 35:
Thence northerly, northwesterly, southwesterly, southeasterly, westerly and southerly around the said Lily Bay Development Area as shown on the attached Exhibit A2, Section 5, through the following points and approximate distances:

a distance of 1400 feet to **UTM NAD83, Zone 19N** 461107.4, 5052134.4;
thence a distance of 2300 feet to **UTM NAD83, Zone 19N** 460916.8, 5052814.6;
thence a distance of 600 feet to **UTM NAD83, Zone 19N** 460809.5, 5052969.6;
thence a distance of 900 feet to **UTM NAD83, Zone 19N** 460724.4, 5053217.0;
thence a distance of 500 feet to **UTM NAD83, Zone 19N** 460616.5, 5053279.4;
thence a distance of 1500 feet to **UTM NAD83, Zone 19N** 460337.4, 5053651.5;
thence a distance of 1800 feet to **UTM NAD83, Zone 19N** 459797.4, 5053840.1;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N** 459600.9, 5053594.5;
thence a distance of 700 feet to **UTM NAD83, Zone 19N** 459491.5, 5053410.1;
thence a distance of 1500 feet to **UTM NAD83, Zone 19N** 459078.7, 5053196.7;
thence a distance of 400 feet to **UTM NAD83, Zone 19N** 459034.6, 5053073.5;
thence a distance of 900 feet to **UTM NAD83, Zone 19N** 458969.0, 5052981.4;
thence a distance of 800 feet to **UTM NAD83, Zone 19N** 458989.1, 5052734.4;
thence a distance of 1200 feet to **UTM NAD83, Zone 19N** 459138.4, 5052393.9;
thence a distance of 800 feet to **UTM NAD83, Zone 19N** 459310.6, 5052238.5;
thence a distance of 800 feet to **UTM NAD83, Zone 19N** 459548.4, 5052175.2;
thence a distance of 400 feet to **UTM NAD83, Zone 19N** 459700.2, 5052205.1;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N** 459568.3, 5051897.3;
thence a distance of 1500 feet to **UTM NAD83, Zone 19N** 459135.8, 5051992.7;
thence a distance of 1900 feet to **UTM NAD83, Zone 19N** 458551.1, 5051996.6;
thence a distance of 300 feet to **UTM NAD83, Zone 19N** 458507.4, 5051935.1 at an un-named stream;
thence along said un-named stream a distance of 700 feet to **UTM NAD83, Zone 19N** 458419.3, 5051719.7;
thence parallel to and 350 feet from the un-named stream and an un-named pond to a point in said un-named stream at **UTM NAD83, Zone 19N** 458437.7, 5051225.8;
thence parallel to and 350 feet from the un-named pond to **UTM NAD83, Zone 19N** 458286.1, 5051226.8;
thence a distance of 1000 feet to **UTM NAD83, Zone 19N** 457982.6, 5051197.9;

Line 36:
Thence southerly along the westerly side of the Resort Development Zone D-MH-RT to a point on the easterly side of land now or formerly of the State of Maine as described in a deed dated September 17, 1999 and recorded in said Registry of Deeds Book 1224, Page 176 and whose general location is shown on Exhibit A2, Section 5, attached hereto;

Line 37:
Thence running generally northwesterly, northerly and northeasterly along a line approximately 500 feet distant from the shore of Moosehead Lake along land of the State of Maine, land now or formerly of Plum Creek Maine Timberlands, L.L.C. northeasterly of Lease Area J, and land of the State of Maine, as shown on Exhibit A2 in said deed to the State of Maine, to a point located on Stevens Point, so-called, and further shown as Exhibit C attached to the aforesaid deed to the State of Maine in said Registry of Deeds in Book 1224, Page 176;

Line 38:
Thence southwesterly along said State of Maine land, a distance of approximately 500 feet, to the shore of Moosehead Lake;

Line 39:
Thence northwesterly along the shore of Moosehead Lake, a distance of 1000 feet, to the southerly line of land now or formerly of Verdell L. LaCasce, et al as described in said Registry of Deeds in Book 949, Page 53;

Line 40:
Thence northeasterly along the southerly sideline of said Verdell LaCasce to the shore of Moosehead Lake;

Line 41:
Thence southeasterly along the shore of Moosehead Lake, a distance of 1980 feet, to land of the State of Maine as described in said Registry of Deeds in Book 1224, Page 176;

Line 42:
Thence generally northeasterly, northwesterly and southwesterly along land of the said State of Maine, as described in deeds recorded in said Registry of Deeds in Book 1224, Pages 176, 188 and 196, and maintaining a distance of 500 feet from the shore of Moosehead Lake, through Lily Bay Township, Spencer Bay Township, and Days Academy Grant, crossing over the mouth of the Roach River in Spencer Bay Township, to the northerly town line of Spencer Bay Township and the southerly town line of Days Academy Grant;

Line 43:
Thence continuing along a line of the land subject to a conservation easement to the State of Maine as described in instrument recorded in Book 792, Page 273, and maintaining a distance of 500 feet from the shore of Moosehead Lake, to land now or formerly of Daniel Theriault as

described in the Piscataquis County Registry of Deeds in Book 1720, Page 250 near the causeway that marks the town line of Days Academy Grant Township with Kineo Township;

Line 44:
Thence generally easterly and northerly, following the line of land of said Daniel Theriault to a point on the southerly side of land now or formerly of the State of Maine as described in a deed dated November 9, 1990 and recorded in the said Registry of Deeds in Book 792, Page 257;

Line 45:
Thence generally northeasterly, following the line of land of the State of Maine to a point on the easterly town line of Days Academy Grant and the westerly town line of East Middlesex Canal Grant;

Line 46:
Thence southerly along the easterly town line of Days Academy Grant and the westerly town line of East Middlesex Canal Grant to the northwesterly corner of Spencer Bay Township and the southwesterly corner of East Middlesex Canal Grant;

Line 47:
Thence generally easterly along the northerly town line of Spencer Bay Township and the southerly town line of East Middlesex Canal Grant to a point, said point being the northwesterly corner of land now or formerly of Northern Woodlands as described in the Piscataquis County Registry of Deeds in Book 1158, Page 15;

Line 48:
Thence southerly, along line of land of said Northern Woodlands to its southwesterly corner, a distance of approximately 4400 feet;

Line 49:
Thence easterly, along the southerly boundary of land of said Northern Woodlands to a point on the easterly town line of Spencer Bay Township, and the westerly town line of T1 R13 WELS;

Line 50:
Thence northerly along the easterly town line of Spencer Bay Township, the westerly town line of T1 R13 WELS, partly along land of said Northern Woodlands, and partly along land of the State of Maine to the northwesterly corner of T1 R13 WELS, and the southwesterly corner of T2 R13 WELS;

Line 51:
Thence easterly, along the northerly town line of T1 R13 WELS a distance of approximately 9900 to a point at the northwesterly corner of land now or formerly of Great Northwoods, LLC, as described in said Registry of Deeds in Book 1191, Page 326;

Line 52:

Thence southerly, along said land now or formerly of Great Northwoods, LLC a distance of approximately 11,000 feet to a point at a corner of land of said Great Northwoods, LLC;

Line 53:
Thence easterly, along said land now or formerly of Great Northwoods, LLC, a distance of approximately 5400 feet to a point at a corner thereof;

Line 54:
Thence southerly, along said land now or formerly of Great Northwoods, LLC, a distance of approximately 5300 feet to a point being the southwesterly corner thereof;

Line 55:
Thence easterly, along the southerly line of said land now or formerly of Great Northwoods, LLC to a point on the easterly town line of T1 R13 WELS and the southeasterly corner of land of the said Great Northwoods, LLC;

Line 56:
Thence southerly, along the easterly town line of T1 R13 WELS and Frenchtown Township to the northwesterly corner of land now or formerly of Charles Pernice described in instrument recorded in said Registry in said Registry of Deeds in Book 427, Page 122;

Line 57:
Thence westerly and southerly, along the land of said Charles Pernice, a distance of approximately 4850 feet, to the southerly town line of Frenchtown Township and the northerly town line of the Town of Beaver Cove;

Line 58:
Thence in a westerly direction along the southerly town line of Frenchtown Township and the northerly town line of the Town of Beaver Cove to the northwest corner of the Baker Mountain Tract as described in a deed in Book 1814, Page 243;

Line 59:
Thence southerly along the westerly line of the Baker Mountain Tract, so-called, to a point on the southerly town line of the Town of Beaver Cove and the northerly line of Bowdoin College Grant West;

Line 60:
Thence westerly along the southerly town line of the Town of Beaver Cove and the northerly town line of Bowdoin College Grant West to the northwesterly corner of land of the Appalachian Mountain Club described in deed recorded in the Piscataquis County Registry of Deeds in Book 1519, Page 71;

Line 61:
Thence southerly, along the westerly side line of land of the Appalachian Mountain Club to the southwest corner thereof located on the southerly town line of Bowdoin College Grant West and the northerly town line of Elliotsville Township;

Line 62:
Thence easterly along the northerly town line of Elliotsville Township and the southerly town line of Bowdoin College Grant West to the POINT OF BEGINNING.

Excepting herefrom the following Camp Lots on Upper Wilson Pond in Bowdoin College Grant West and as shown on attached Exhibit A2, Section 5:

CL-41 – James L. Turner, et al as described in Book 1720, Page 136;
CL-39 - Julia Durette as described in Book 1796, Page 86;
CL-40 - Robert B. Young, et al as described in Book 1306, Page 150;
CL-34 - Lloyd W. Goddu, Jr., et al as described in Book 1375, Page 345;
CL-35e - Dean Chamberlain, et al as described in Book 831, Page 114;
CL-35d - Franklin McIver, et al as described in Book 612, Page 305;
CL-35b - Bryan A. Lacombe as described in Book 593, Page 189;
CL-35c - Copp Brothers Real Estate as described in Book 1628, Page 182;
CL-35a - Erma Robinson as described in Book 450, Page 153;
CL-55 - Greg Young, et al as described in Book 807, Page 29;
CL-36 – Avis Lussier Trust as described in Book 1839, Page 108;
CL-37 - Cameron Walden, et al as described in Book 1281, Page 200;
CL-56 - Elizabeth Burroughs, et al as described in Book 1503, Page 152;
CL-38 - David W. Hubbard, et al as described in Book 1278, Page 300;

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Also excepting herefrom the following Camp Lots on Prong Pond in Beaver Cove Township, and as shown on attached Exhibit A2, Section 5:

CL-45 - Lease Lot FT96-06 of Harold D. Crosby, Jr.
CL-44 - Least Lot FT96-17 of William B. Hair
CL-43 - Lease Lot FT96-32 of Harold F. Blanchard

Also excepting herefrom the following Camp Lot on the east shore of Mud Pond in Beaver Cove Township, and as shown on attached Exhibit A2, Section 5:

CL-46 - Lease Lot FT-96-53 of Mark Dumont

Excepting and reserving the Residential Development Zone D-MH-RS1, with access rights thereto, located on the westerly side of Upper Wilson Pond in Bowdoin College Grant West and as shown on attached Exhibit A2, Section 5 and containing no less than 184 acres.

Also excepting and reserving Primitive Resort Development Zone D-MH-PR east of the Lily Bay Road, along with access rights thereto, and as shown on attached Exhibit A2, Section 5 and containing no less than 52 acres.

Also excepting the common area northwesterly of said Lease Area F as described in deed from Stephen E. Perkins and Meredith E. Perkins to Arthur L. Haskins and Angela T. Haskins dated October 12, 2000 and recorded in said Registry of Deeds in Book 1282, Page 137.

Also excepting and reserving the premises described in deed from Skylark, Inc. to S.D. Warren Company in Bowdoin College Grant West dated November 4, 1998 and recorded at Book 1164, Page 7, in particular the Hofbauer Lease Lot, **CL-42b**, on the westerly side of Horseshoe Pond and **CL-42A** deeded to Brenda and Kim Cartwright recorded in Book 1753, Page 226.

Subject to terms, conditions, rights and easements granted in the deed from ForesTree 96 Limited Partnership to the State of Maine dated September 14, 2004 and recorded in Book 1598, Page 100 for premises located in the Town of Beaver Cove.

Subject to any rights of way granted by deeds conveyed by Plum Creek Maine Timberlands, L.L.C. to the State of Maine dated September 17, 1999 and recorded in Book 1224, Page 176 and 188 and Book 1224, Page 196, as amended by Corrective Deed dated June 22, 2000 and recorded in book 1266, Page 82, which said deeds generally described as a 500 foot strip of land around Moosehead Lake in Days Academy Grant, Lily Bay Township, and Spencer Bay Township.

Subject to the terms and conditions of a Conservation Easement from S.D. Warren Company to the State of Maine regarding a strip of land 500 feet in depth from the shore of Moosehead Lake in Days Academy Grant dated November 9, 1990 and recorded in the said Registry of Deeds in Book 792, Page 273.

Also subject to rights of way to the various lots referred to above, including, but not limited to the rights and restrictions set forth in (i) deed from Scott Paper Company to Skylark, Inc. dated December 30, 1970 and recorded in said Registry of Deeds in Book 395, Page 179, and (ii) deed from Bertand J. Marshall and Catherine Marshall to Howard and Lorne Anderson, et al, dated June 23, 1992 and recorded in Book 860, Page 190.

Also subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes, including, but not limited to, those rights described in the following instruments:

- Deed from Plum Creek Maine Timberlands, LLC to Plum Creek Land Company dated March 14, 2002 and recorded in said Registry of Deeds in Book 1376, Page 51;
- Declaration of Conservation Covenants & Deed of Negative Easement dated March 12, 2002 and recorded in Book 1376, Page 74, including rights reserved for forestry management;
- Deed to Fernando and Marie Candeloro recorded in Book 1757, Page 316, shown as **CL-50**;
- Deed to James and Judith Dean recorded in Book 1412, Page 171;

- Deed to Nanook Corp. recorded in Book 1422, Page 263;
- Deed to Harold and Carol Gleason recorded in Book 1277, Page 321;
- Deed to Paul and Melanie Breton recorded in Book 1238, Page 41;
- Deed to Lucky Point Club, Inc. recorded in Book 1240, Page 15;
- Deed to Roy A. Pooler, Jr. recorded in Book 1237, Page 4;
- Subject to the easements and rights of way granted to Plum Creek Land Company by deeds recorded in said Registry in Book 1291, Page 56 (Lots 1 to 3, Third Roach Pond; Rounds Lease Lot, Third Roach Pond; Rounds Garage Lot; Stirling Lease Lot, West Branch Pond), Book 1604, Page 133 (Additional Stirling Land, West Branch Pond), Book 1516, Page 186 (Lots 1 to 3, Third Roach Pond) and Book 1766, Page 296 (Leroy-Madawisla additional land, Second Roach Pond).
- Subject to the easements and rights of way granted in Easement Deed to Plum Creek Land Company dated January 19, 2004 and recorded in said Registry in Book 1529, Page 233.
- Subject to the easements and rights of way granted to Frank L. Leroy, et ux, by deeds recorded in said Registry in Book 1496, Page 209 and Book 1766, Page 296
- Subject to the easements and rights of way granted to Plum Creek Land Company by deed dated June 23, 1999 and recorded in said Registry in Book 1205, Page 229, as corrected by instrument dated June 21, 2000 and recorded in said Registry in Book 1266, Page 71.
- Subject to the easements and rights of way granted to Plum Creek Land Company by deed dated November 4, 2000 and recorded in said Registry in Book 1291, Page 70, as same was corrected by Corrective Deed recorded in Book 1457, Page 283 and as confirmed by Deed from Skylark, Inc. to Plum Creek Land Company recorded in Book 1489, Page 57.

All foregoing book and page references refer to the Piscataquis County Registry of Deeds.

Also excepting and reserving the premises described in a deed to the State of Maine Department of Inland Fisheries & Wildlife dated January 31, 1990 and recorded in said Registry in Book 757, Page 237, being a strip of land which maintains a distance of 250 feet from and parallel with the northerly and southerly sides of Roach River from the shore of Moosehead Lake to First Roach Pond and subject to the terms, conditions, rights and easements thereof.

Also excepting and reserving the following camp and lease lots, and subject to rights of access to same:

- Lease Lot No. 1146: leased to Warren & Ella Page, at the southwest end of First Roach Pond in Frenchtown Township, shown on Exhibit A2, Section 5 as **CL-48**;
- Lease Lot No. 116: leased to Department of Inland Fish & Wildlife, in the northeast corner of Lily Bay Township, shown as **CL-49**;
- Lease Lot No. 1156: leased to Camp 1R13 Association, at the northwest end of Second Roach Pond in Smithtown Township, shown as **CL-51**.
- Camp Lot described in deed to Gene and Elaine Baasch, located on the north shore of First Roach Pond, described in deed recorded in said Registry of Deeds in Book 1801, Page 190, and shown as **CL-47**.

Also excepting and reserving a strip of land located around First Roach Pond in Frenchtown Township, containing subdivisions, camp lots, land of the State of Maine and conservation easement land for the benefit of the State of Maine, being bounded and described as follows:

Beginning at the southwesterly corner of T1 R13 WELS, at the northwesterly corner of Frenchtown Township;

Thence easterly along the southerly town line of T1 R13 WELS to a to a point which is the northeasterly corner of Parcel 1 described in Declaration of Conservation Covenants and Deed of Negative Easements recorded in the Piscataquis County Registry of Deeds in Book 1418, Page 208;

Thence southerly to the northwesterly corner of Parcel 2 described in said Declaration;

Thence easterly along the northerly side of Parcel 2 to the North Shore Center Subdivision described in a deed to Plum Creek Land Company recorded in said Registry in said Registry of Deeds in Book 1376, Page 46, amended by Corrective Deed recorded in said Registry of Deeds in Book 1418, Page 202, and shown on Subdivision Plan recorded in Plan File N, Page 78;

Thence southeasterly along the northeasterly side of North Shore Center Subdivision to Parcel 3 described in said Declaration;

Thence southeasterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to Parcel 1 described in Declaration of Conservation Covenants and Deed of Negative Easements recorded in said Registry in Book 1376, Page 58;

Thence southerly around Parcel 1 described in said Book 1376, Page 58 to the easterly side of Lot 7 of the Peninsula Subdivision described in a deed to Plum Creek Land Company recorded in said Registry in Book 1376, Page 46, amended by Corrective Deed recorded in Book 1418, Page 202, and shown on Subdivision Plan recorded in Plan File N, Pages 7 & 8;

Thence southerly along the easterly side of Lot 7 to Parcel 2 described in said Book 1376, Page 58;

Thence southwesterly and northwesterly along the westerly line of Parcel 2 to land now or formerly of the State of Maine;

Thence northwesterly around the land now or formerly of the State of Maine to a point that is 500 feet southwesterly of the high water mark of First Roach Pond;

Thence northwesterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to Parcel 5 described in deed recorded in said Registry of Deeds in Book 1376, Page 46;

Thence northwesterly around Parcel 5 to a point that is 500 feet southwesterly of the high water mark of First Roach Pond;

Thence northwesterly along a line maintaining a distance of 500 feet from the high water mark of First Roach Pond to the westerly end of Parcel 7 described in deed recorded in said Registry of Deeds in Book 1418, Page 202 at a point on easterly side of the County Road;

Thence in a westerly direction along the easterly side of the County Road to the Greenville Road, also known as the Lily Bay Road;

Thence crossing the Greenville Road to the northwesterly side thereof;

Thence southwesterly along the Greenville Road to the southwest corner of the conservation covenant land around West Shore Back Lots subdivision, shown on Plan File N, Page 77 and described as Parcel 9 of deed recorded in said Book 1376, Page 46;

Thence northerly along the westerly boundary of the conservation covenant land to land of Terry F. Snow as described in said Registry of Deeds in Book 883, Page 188;

Thence westerly by said land now or formerly of said Snow to the westerly town line of Frenchtown Township;

Thence northerly along the westerly town line of Frenchtown Township to the Point Of Beginning.

Meaning and intending to exclude and except from the premises described above as Section 5 the shaded areas, subdivision areas and lots shown around First Roach Pond on "A Concept Plan For First Roach Pond prepared for the Plum Creek Land Company by Kent Associates dated August 2001" and attached hereto as Exhibit A2, First Roach Pond Detail.

Also excepting and reserving that portion of land in the southwest corner of Smithtown Township described as follows:

Beginning at a point which is the southwest corner of T1 R13 WELS, known as Smithtown Township, and the northwest corner of Frenchtown Township;

Thence northerly along the westerly line of Smithtown Township to the northeasterly line of land now or formerly of the State of Maine described in deed to the State of Maine recorded in the Piscataquis County Registry of Deeds in Book 757, Page 229;

Thence southeasterly along land now or formerly of the State of Maine aforesaid a distance of approximately 125 feet to land now or formerly of Fernando A. Candeloro, et al, described in said Registry of Deeds in Book 1757, Page 316 and shown on Plan of Land to be conveyed to Fernando A. & Marie A. Candeloro by Pickett Land Survey, Inc., dated January 31, 2006 and recorded in said Registry in Plan File 2006, Page 17;

Thence N 57°05’19” E a distance of 2963.47 feet, more or less, along land of said Candeloro to a capped iron rebar to be set;

Thence N 57°05’19”E a distance of 3146.09 feet, more or less, along land of said Candeloro to a point on the northerly side of a right of way now or formerly known as Sias Hill Road;

Thence in a general southwesterly direction along the westerly side of said Sias Hill Road to a point on the southerly town line of Smithtown and the northerly line of Frenchtown Township;

Thence westerly along the southerly town line of Smithtown to the Point of Beginning.

Subject to the rights of Grantor and others for ingress and egress by foot and by all manor of vehicle, and for installation of utilities and gates where granted, over and across all roads, logging roads, rights of way and other traveled ways and/or paths located within the easement areas, as well as rights of the Grantor and others to remove gravel for road maintenance purposes.

The parcel herein described is conveyed with any rights of way across premises described in deed recorded in said Registry of Deeds in Book 498, Page 170, but without any warranty or representation as to the title thereto.

Also subject to a right of way granted to AMC Maine Woods, Inc. by instrument dated ___ and recorded in the Piscataquis County Registry of Deeds in Book __, Page __ across the roadway commonly known as the KI Road running across Bowdoin College Grant West as shown on Exhibit A2 Section 5 attached hereto.

Excepting and reserving the land and rights as described in a State of Maine Department of Transportation Notice of Layout and Taking for widening the Lily Bay Road dated December 12, 2008 and recorded in the said Registry of Deeds in Book 1965, Page 10.

PARCEL A

A certain lot or parcel of land situated in Elliotsville Township, County of Piscataquis, State of Maine and being more particularly bounded and described as follows to wit:

<u>POINT OF BEGINNING (POB):</u>
Beginning at a point on the north line of Lot 3, Range 2 of the Vaughn Tract in said Elliotsville, said point being one thousand (1000) feet, more or less, east of a common corner marking the northwest corner of Lot 3, Range 2 and the southwest corner of Lot 4, Range 2;

<u>Line 1:</u>
Thence northerly in a line parallel with the westerly line of Lot 4, Range 2 to the northerly line of Lot 4, Range 2 and a point which lies one thousand (1000) feet, more or less, easterly of the northwest corner of Lot 4, Range 2;

<u>Line 2:</u>

Thence easterly by and along the northerly line of Lot 4, Range 2 and the southerly line of Lot 5, Range 2, now or formerly of Gary Hawkes, Jr. and described in instrument recorded in Book 1052, Page 171, to the northeast corner of said Lot 4, Range 2, said corner also being the southeast corner of said Hawkes land;

Line 3:

Thence northerly by and along the east line of Lot 5, Range 2 to the northeast corner thereof;

Line 4:

Thence N 56°51' E a distance of one thousand and one hundred (1100) feet, more or less, to a point;

Line 5:

Thence S 53° E to the thread of Long Pond Stream to a point;

Line 6:

Thence westerly and southerly by and along the thread of Long Pond Stream to a point on said thread which lies north of the intersection of the said thread and the south line of Lot 4, Range 3;

Line 7:

Thence westerly and parallel with the south line of said Lot 4, Range 3;

Line 8:

Thence turning an interior angle of 90 degrees and proceeding southerly a distance of one hundred and fifty (150) feet, more or less, to a point on the south line of Lot 4, Range 3;

Line 9:

Thence westerly by and along the southerly line of Lot 4, Range 3 and Lot 4, Range 2 to the Point of beginning.

Any references to bearings as above described refer to the Maine State Plane Coordinate System East Zone.

The perimeter line from the southeast corner of Lot 6, Range 2 to the thread of Long Pond Stream has not been laid out on the ground. The first mentioned bound, which is one thousand (1000) feet, more or less, east and parallel with the west line of Lot 4, Range 2, has not been laid out on the ground.

The above-described premises are contained within the Vaughn Tract in said Elliotsville and more fully described and included as follows:

Range #2: Part of Lot 4.

Range #3: Part of Lot 4; part of Lot 5; part of Lot 6.

The foregoing described premises being a portion of the premises described in Book 617, Page 188. There is no deeded access included herewith.

PARCEL B

POINT OF BEGINNING (POB):
Beginning at a point which is the southwesterly corner of Lot 4, Range 2 of the Medical Tract, shown on Town Plan, Elliotsville Plantation, recorded in the Piscataquis County Registry of Deeds in File F, Page 107;

Line 1:
Thence northerly along the westerly side of Lot 4, Range 2 and Lot 5, Range 2, a distance of approximately 3960 feet to a point which is the southwesterly corner of Tract 106-1 described in deed from S.D. Warren to the United States of America ("USA Land') dated September 21, 1988 and recorded in Book 696, Page 31;

Line 2:
Thence easterly along the southerly line of said USA Land a distance of approximately 2758 feet to the southeasterly corner of said USA Land and the westerly line of a Public Lot as shown on said Plan and now or formerly owned by the State of Maine;

Line 3:
Thence southerly along the westerly line of said Public Lot to the southwesterly corner thereof and continuing on the extension of that line across the land now or formerly of the Montreal Maine & Atlantic Railroad to the southerly side of the railroad land;

Line 4:
Thence in a southeasterly direction along the southerly side of land now or formerly of the Montreal Maine & Atlantic Railroad to the intersection with the easterly sideline of Lot 9, Range 1 of the Medical Tract aforesaid;

Line 5:
Thence in a southerly direction along the easterly line of said Lot 9, Range 1, to the southeasterly corner thereof;

Line 6:
Thence westerly along the southerly line of Lot 9, Range 1 and Lot 4, Range 2 to the southwesterly corner of Lot 4, Range 2 and the POINT OF BEGINNING.

Being a portion of the premises described in deed from Atlas Plywood Corporation to Scott Paper Company dated May 6, 1958 and recorded in Book 335, Page 23.

Excepting from the above described premises:

- Those premises known as Tract 106-01 and described in Book 696, Page 31;

- Lease Lot No. 1180: lease to Ricky B. Clowry, located near the southwest corner of Lot 4, Range 2 of the medical Tract, Elliotsville Plantation, Plan File F, Page 107, shown as CL-57 on Exhibit A2, Section 5B.

The above-described premises are subject to the rights of others to use roadways, logging roads and ways located on the premises;

Excepting land of and subject to rights and easements of Maine Montreal & Atlantic Railroad.

EXHIBIT A2

Maps of the Protected Property

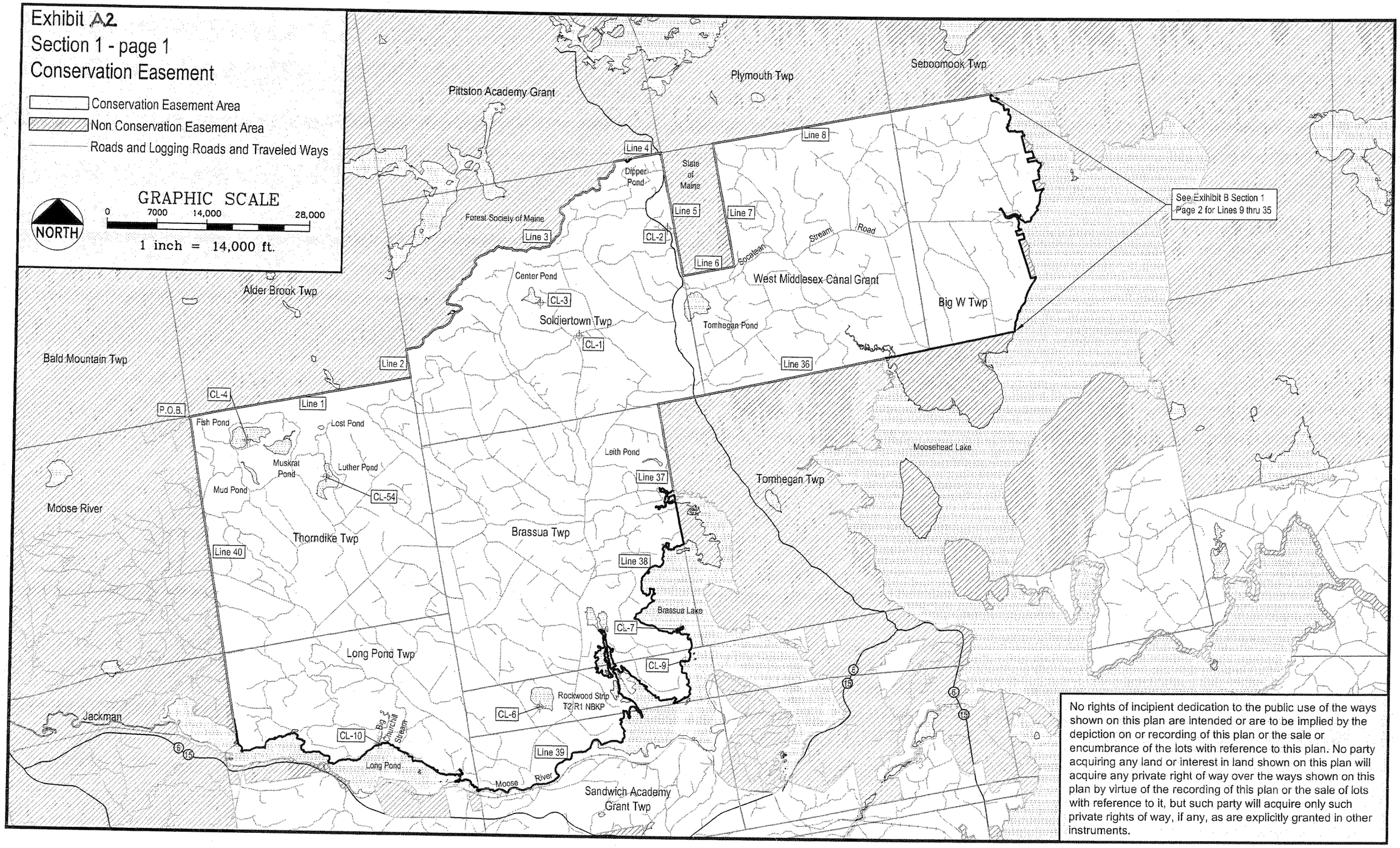
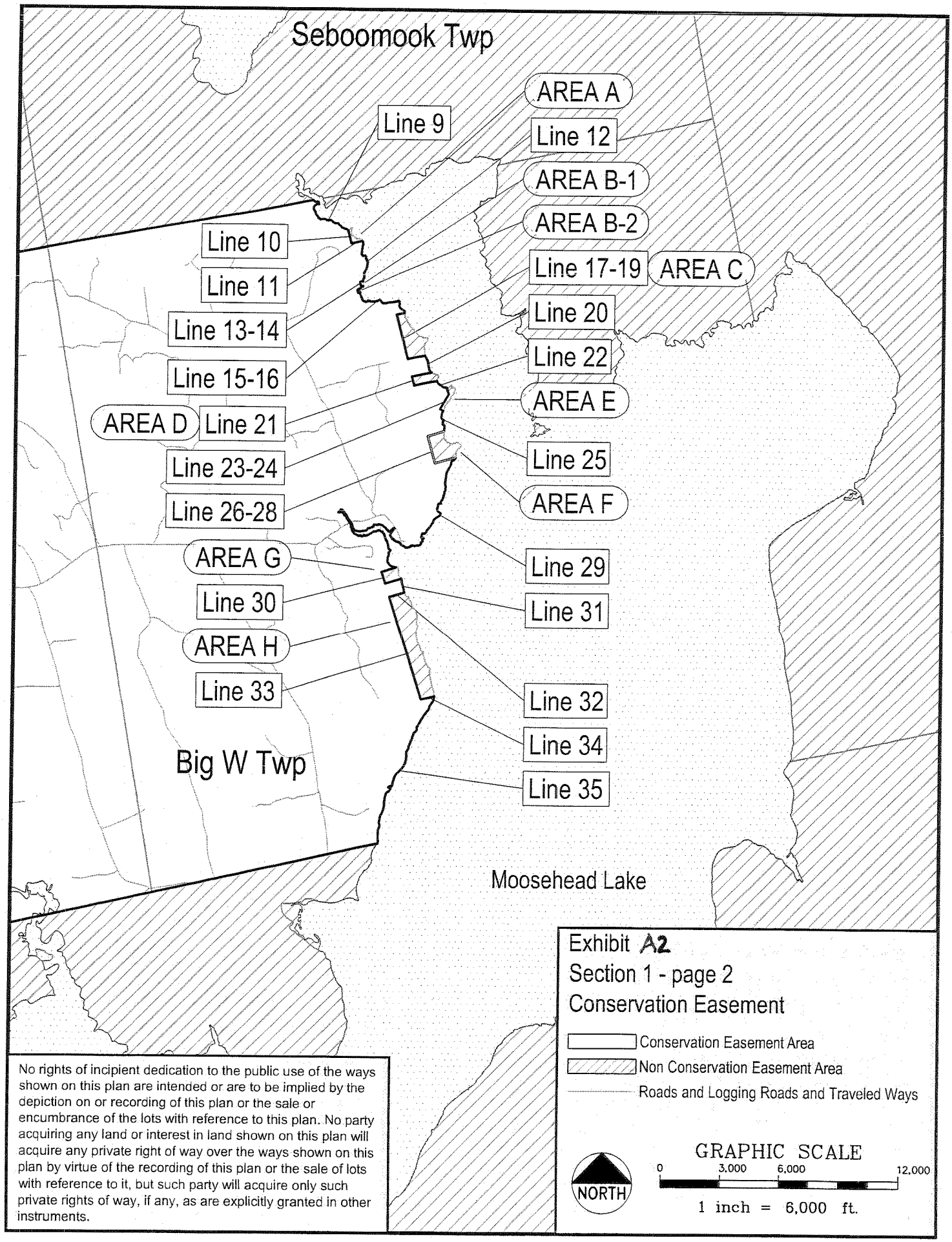
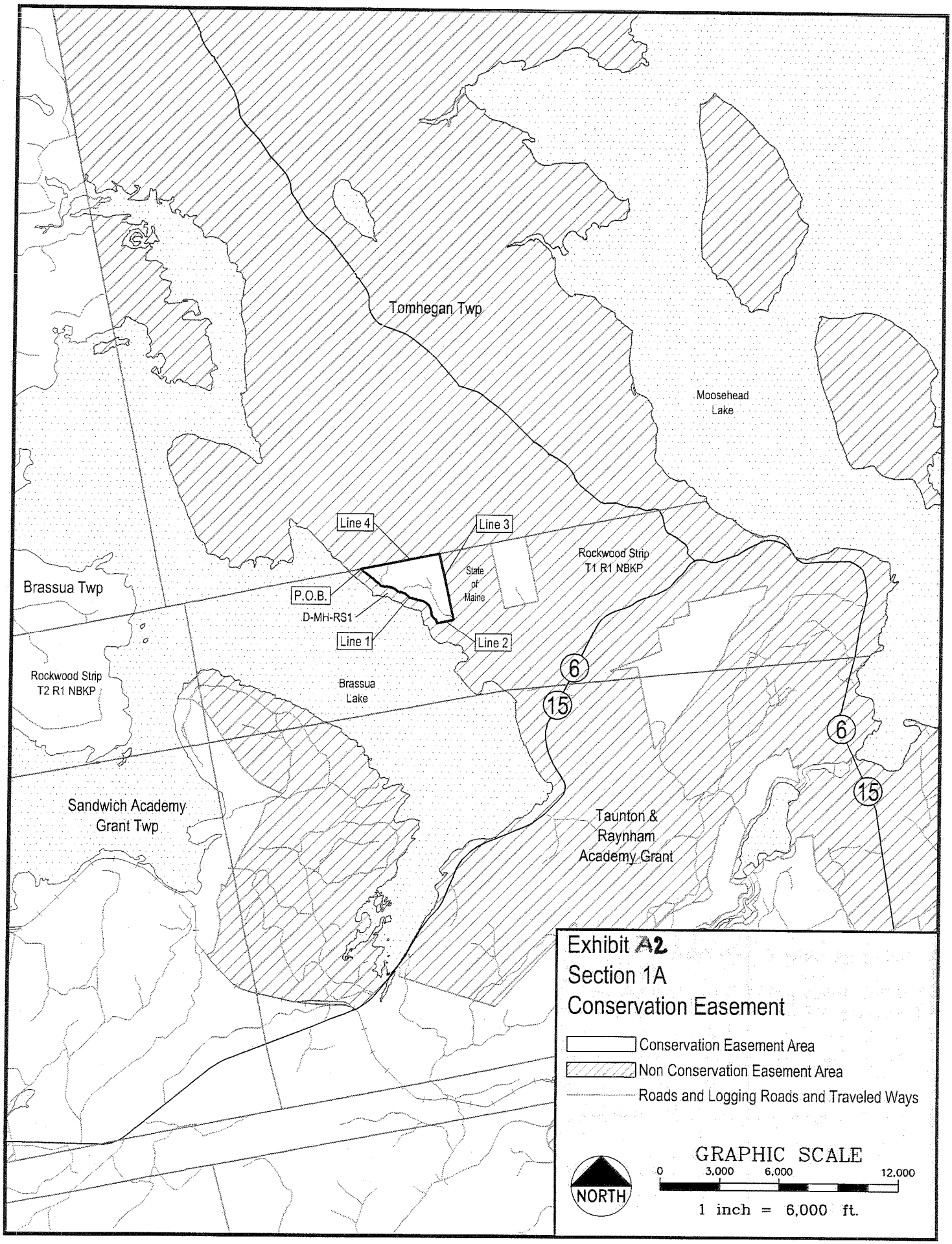
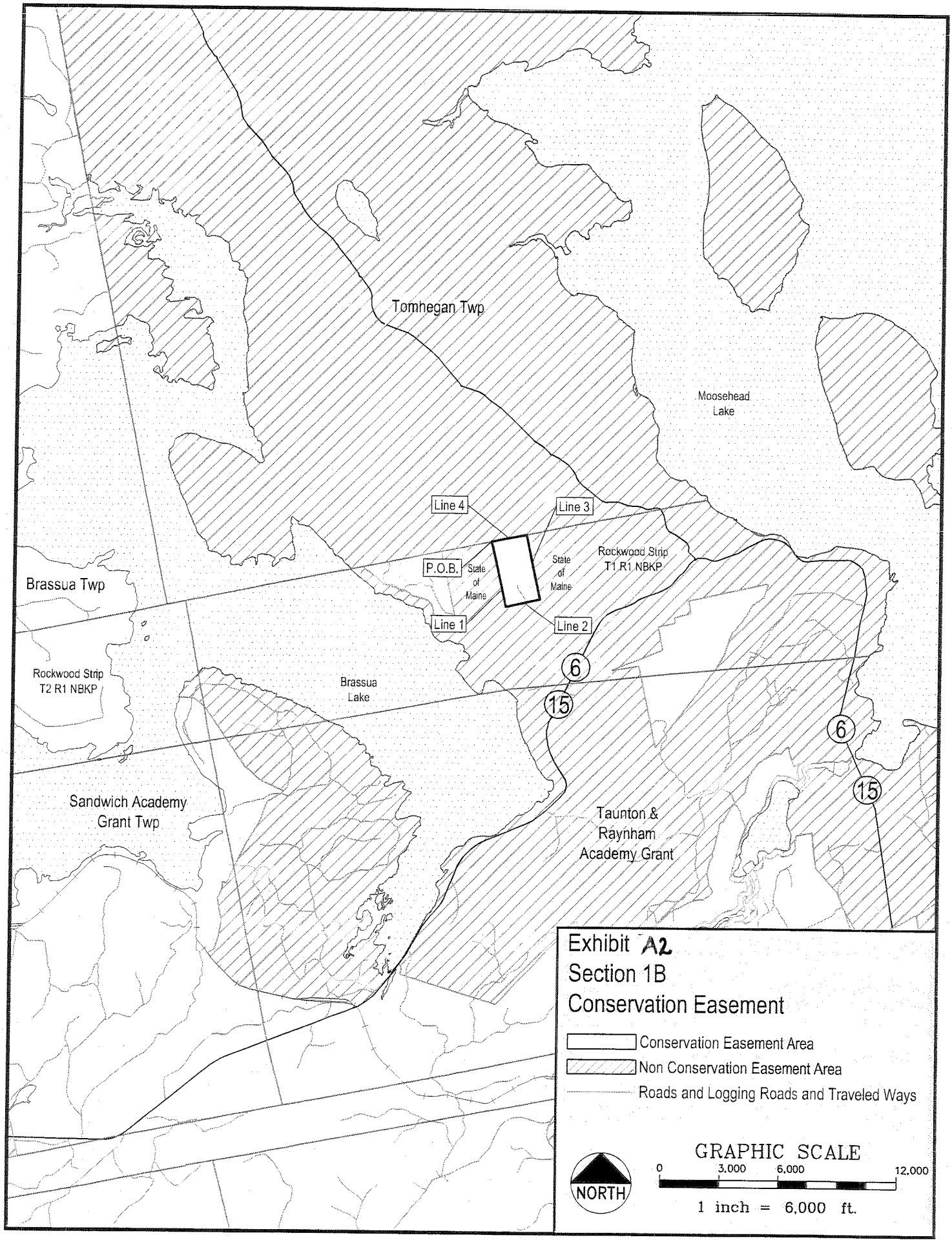


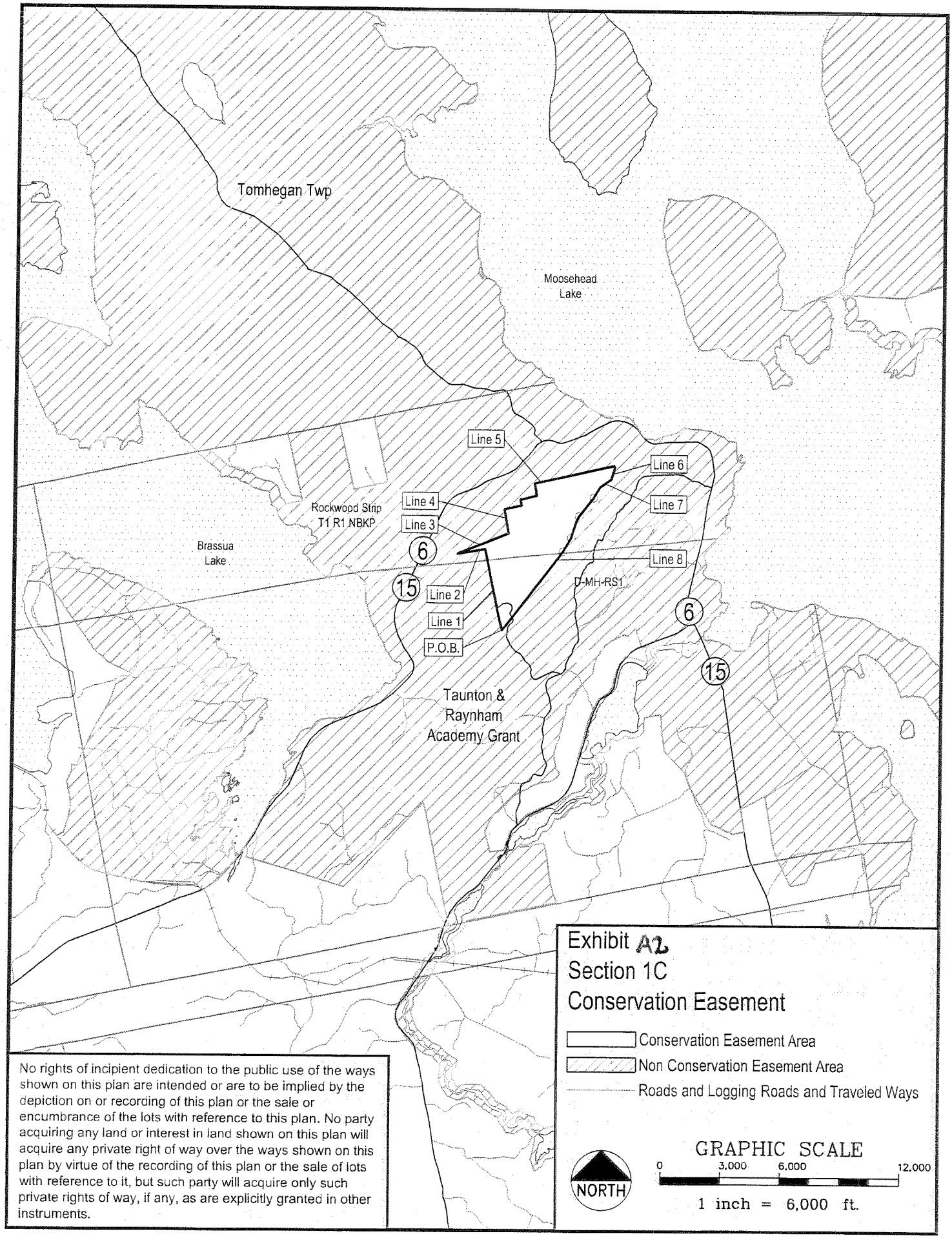
Exhibit A2
Section 1 - page 1
Conservation Easement
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
NORTH
GRAPHIC SCALE
0 7000 14,000 28,000
1 inch = 14,000 ft.
Pittston Academy Grant
Plymouth Twp
Seboomook Twp
Slate of Maine
Dipper Pond
Forest Society of Maine
Alder Brook Twp
Bald Mountain Twp
Moose River
Jackman
Center Pond
Soldiertown Twp
Socatean Stream Road
West Middlesex Canal Grant
Big W Twp
Tomhegan Pond
Moosehead Lake
Tomhegan Twp
Leith Pond
Brassua Twp
Brassua Lake
Thorndike Twp
Long Pond Twp
Rockwood Strip T2 R1 NBKP
Big Churchill Stream
Long Pond
Moose River
Sandwich Academy Grant Twp
Fish Pond
Lost Pond
Muskrat Pond
Luther Pond
Mud Pond
P.O.B.
Line 1
Line 2
Line 3
Line 4
Line 5
Line 6
Line 7
Line 8
Line 36
Line 37
Line 38
Line 39
Line 40
CL-1
CL-2
CL-3
CL-4
CL-54
CL-6
CL-7
CL-9
CL-10
See Exhibit B Section 1 Page 2 for Lines 9 thru 35
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.



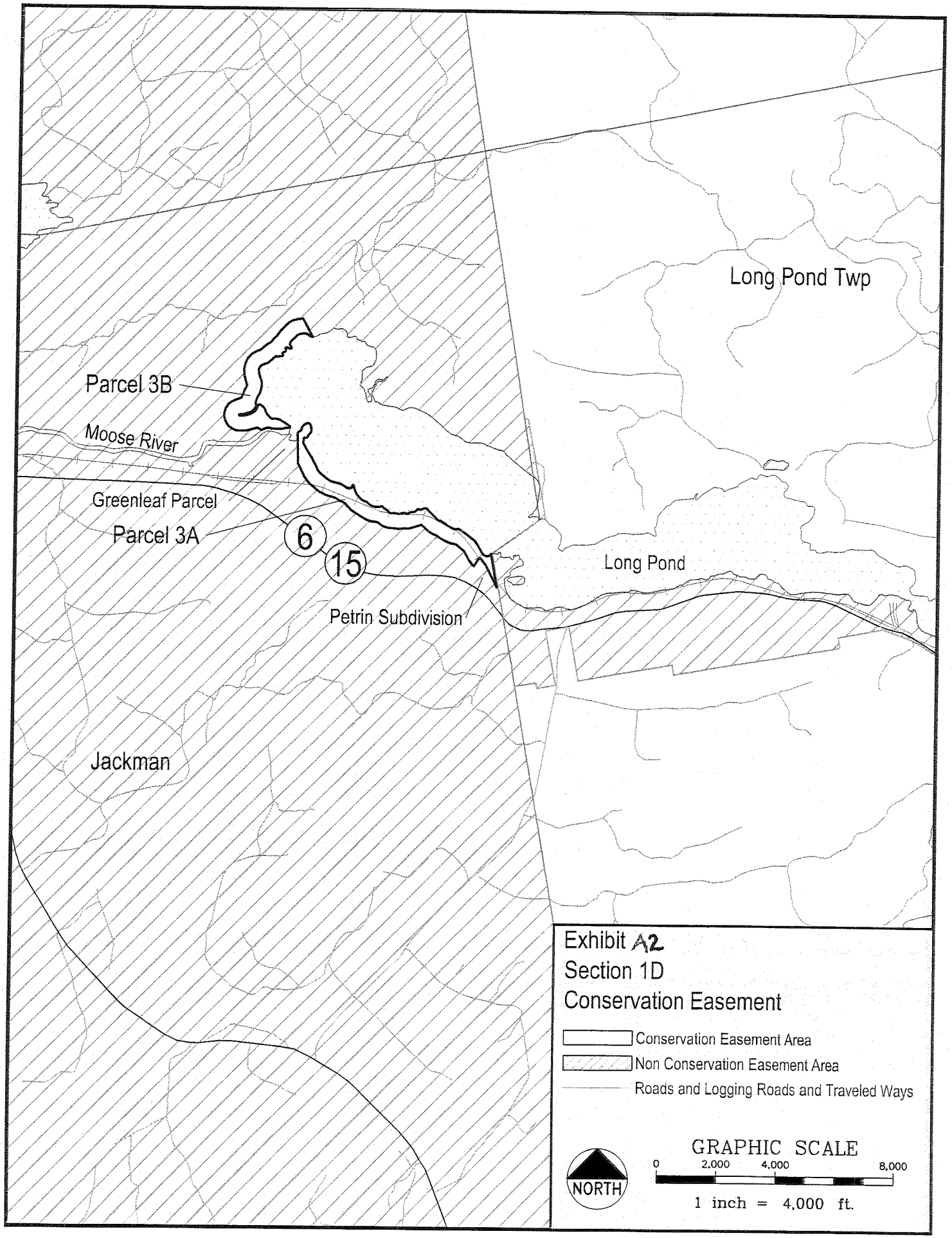
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

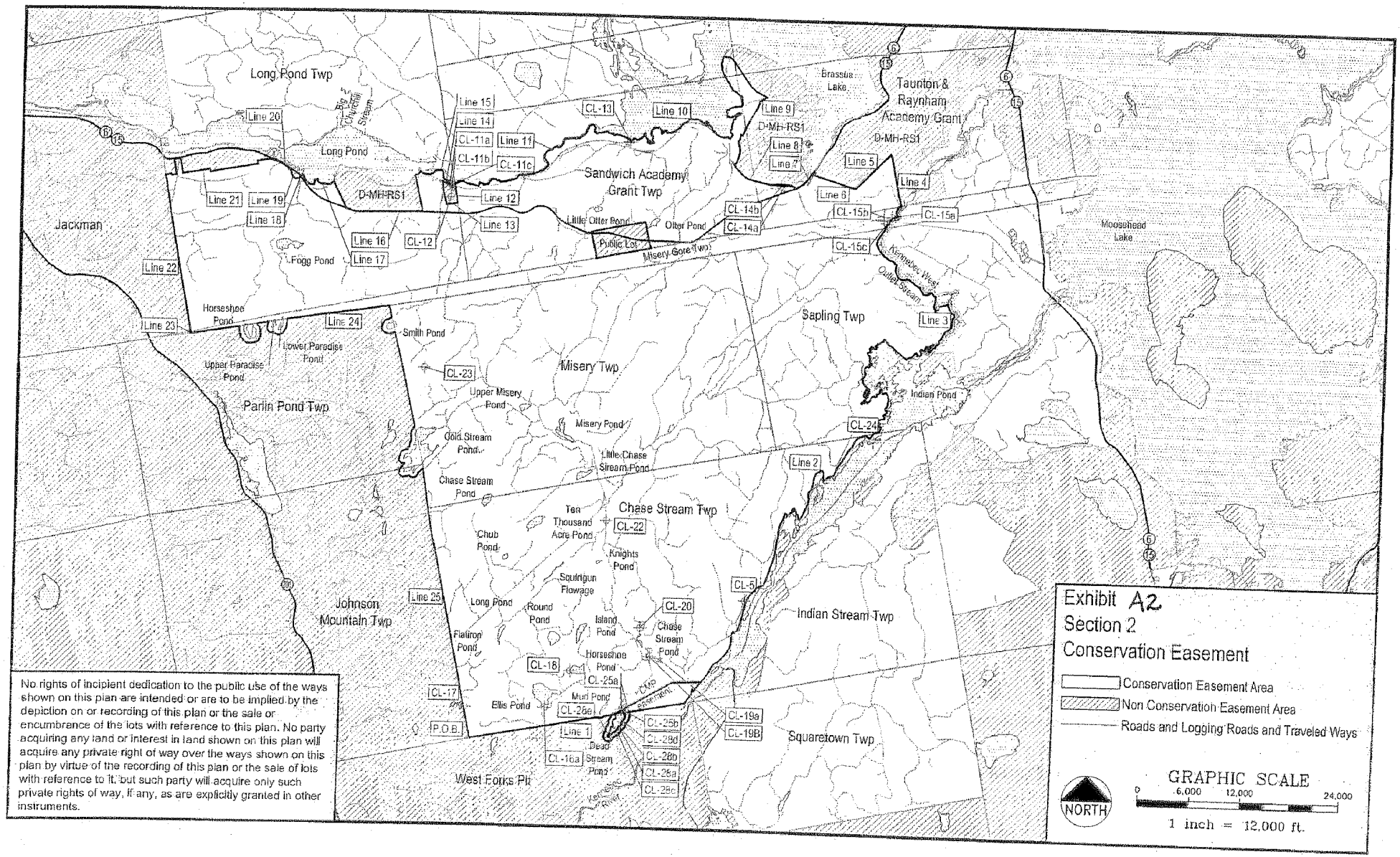

Tomhegan Twp
Moosehead Lake
Line 4
Line 3
Rockwood Strip T1 R1 NBKP
State of Maine
Brassua Twp
P.O.B.
D-MH-RS1
Line 1
Line 2
Rockwood Strip T2 R1 NBKP
Brassua Lake
6
15
6
15
Sandwich Academy Grant Twp
Taunton & Raynham Academy Grant
Exhibit A2
Section 1A
Conservation Easement
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
NORTH
GRAPHIC SCALE
0
3,000
6,000
12,000
1 inch = 6,000 ft.


Tomhegan Twp
Moosehead Lake
Line 4
Line 3
P.O.B.
State of Maine
State of Maine
Rockwood Strip T1 R1 NBKP
Brassua Twp
Line 1
Line 2
6
15
Rockwood Strip T2 R1 NBKP
Brassua Lake
6
15
Sandwich Academy Grant Twp
Taunton & Raynham Academy Grant
Exhibit A2
Section 1B
Conservation Easement
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
NORTH
GRAPHIC SCALE
0
3,000
6,000
12,000
1 inch = 6,000 ft.



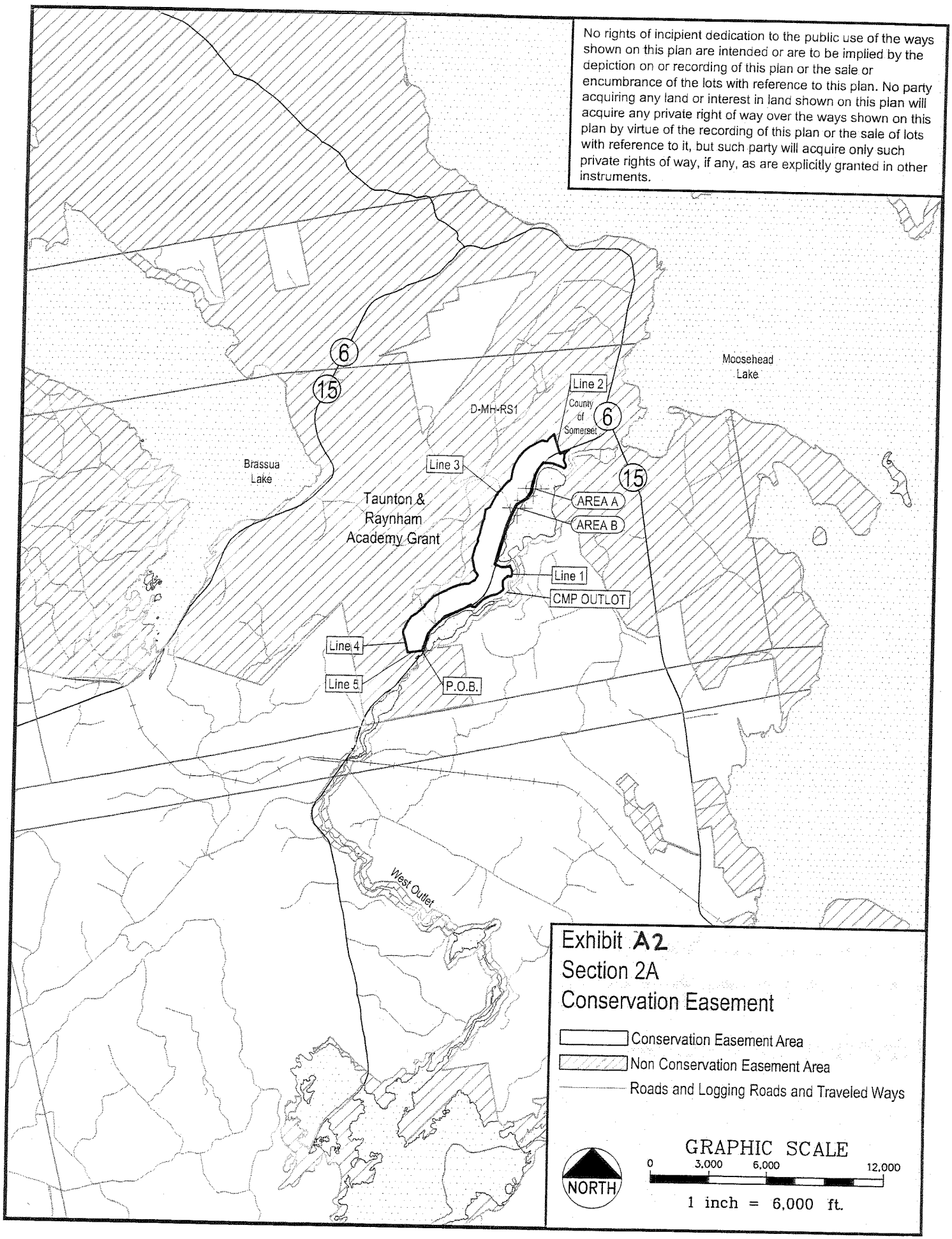
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.


Long Pond Twp
Parcel 3B
Moose River
Greenleaf Parcel
Parcel 3A
6
15
Long Pond
Petrin Subdivision
Jackman
Exhibit A2
Section 1D
Conservation Easement
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
NORTH
GRAPHIC SCALE
0
2,000
4,000
8,000
1 inch = 4,000 ft.

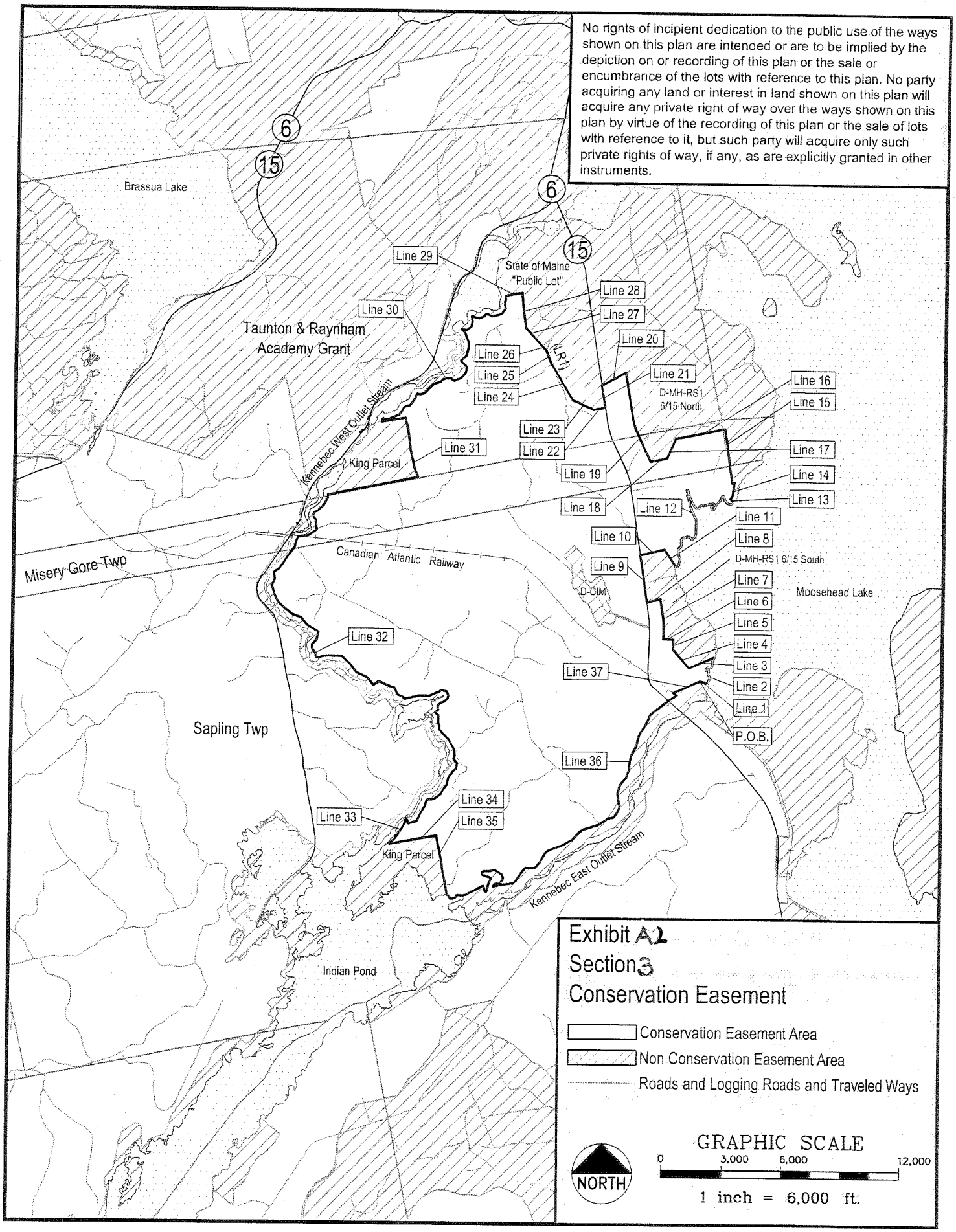


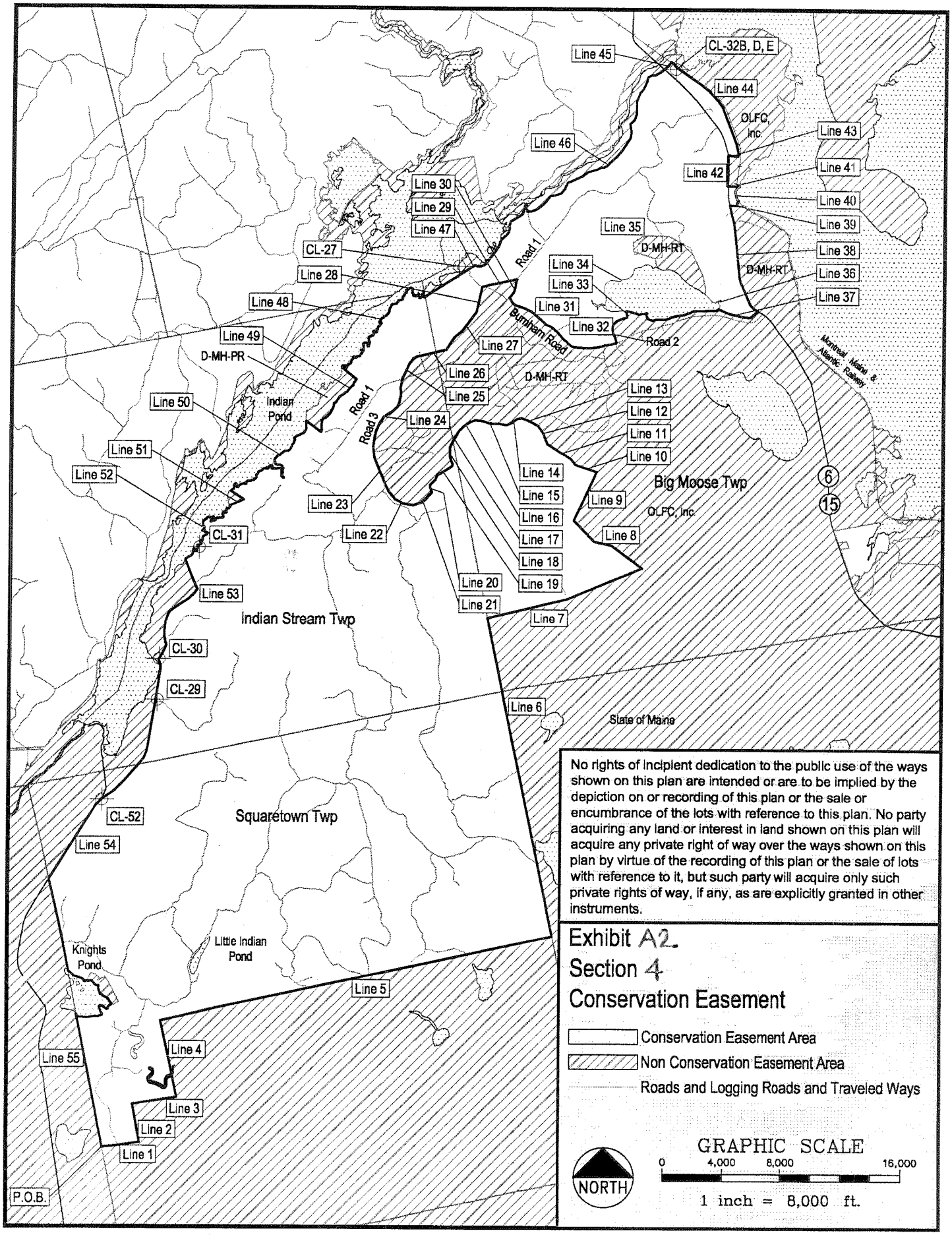
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

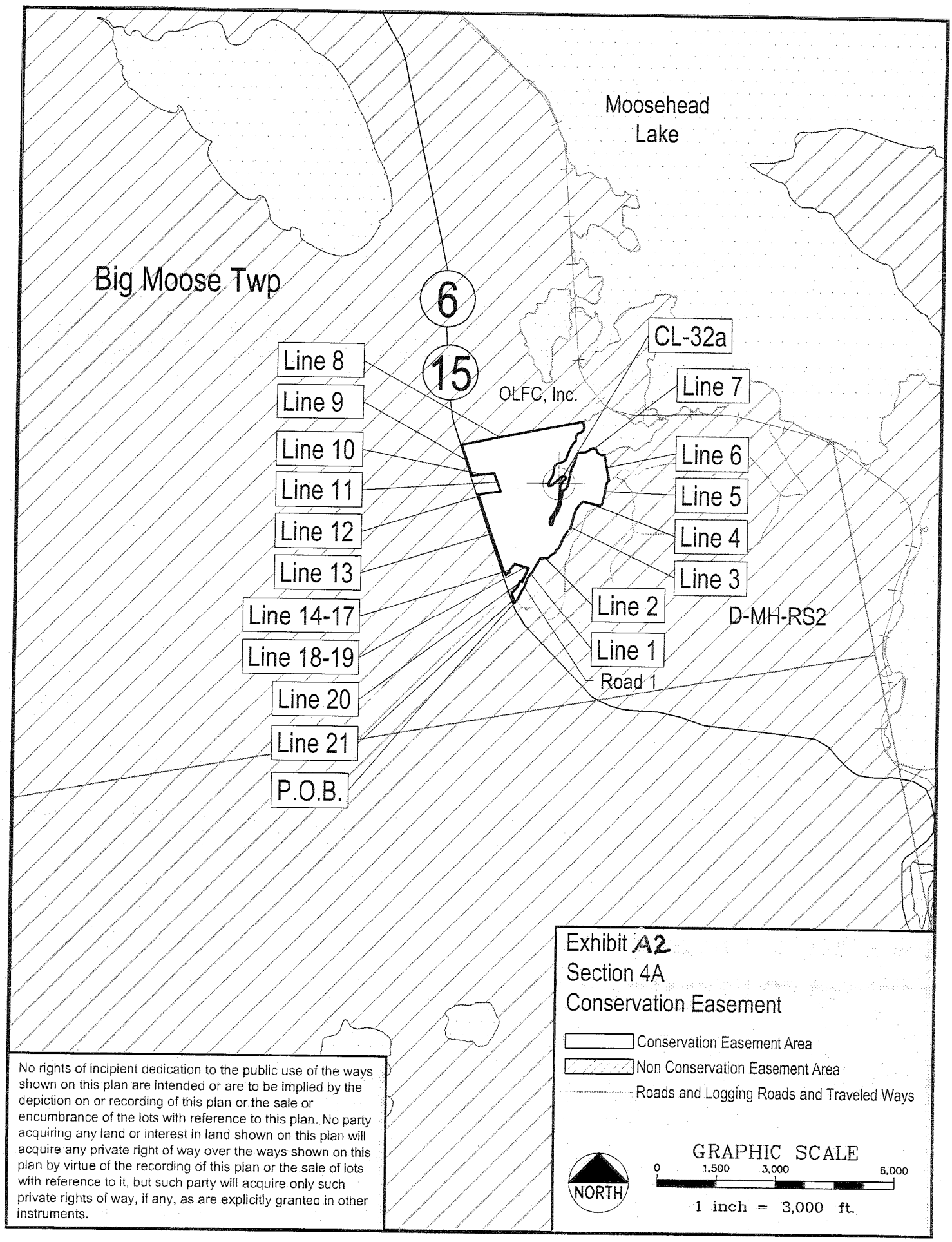
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.



No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.




Line 45
CL-32B, D, E
Line 44
OLFC, Inc.
Line 43
Line 46
Line 42
Line 41
Line 40
Line 39
Line 38
Line 36
Line 37
Line 30
Line 29
Line 47
Line 35
D-MH-RT
D-MH-RT
CL-27
Road 1
Line 34
Line 33
Line 28
Line 31
Line 32
Line 48
Burnham Road
Road 2
Line 49
Line 27
D-MH-PR
Line 26
D-MH-RT
Line 25
Line 13
Line 12
Line 11
Line 10
Line 50
Indian Pond
Road 1
Road 3
Line 24
Line 51
Line 52
Line 14
Line 15
Line 16
Line 17
Line 18
Line 19
Line 9
Line 8
Big Moose Twp
OLFC, Inc.
6
15
Line 23
Line 22
CL-31
Line 20
Line 21
Line 53
Indian Stream Twp
Line 7
CL-30
CL-29
Line 6
State of Maine
CL-52
Squaretown Twp
Line 54
Knights Pond
Little Indian Pond
Line 5
Line 55
Line 4
Line 3
Line 2
Line 1
P.O.B.
Montreal, Maine & Atlantic Railway
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.
Exhibit A2
Section 4
Conservation Easement
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
NORTH
GRAPHIC SCALE
0
4,000
8,000
16,000
1 inch = 8,000 ft.



No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

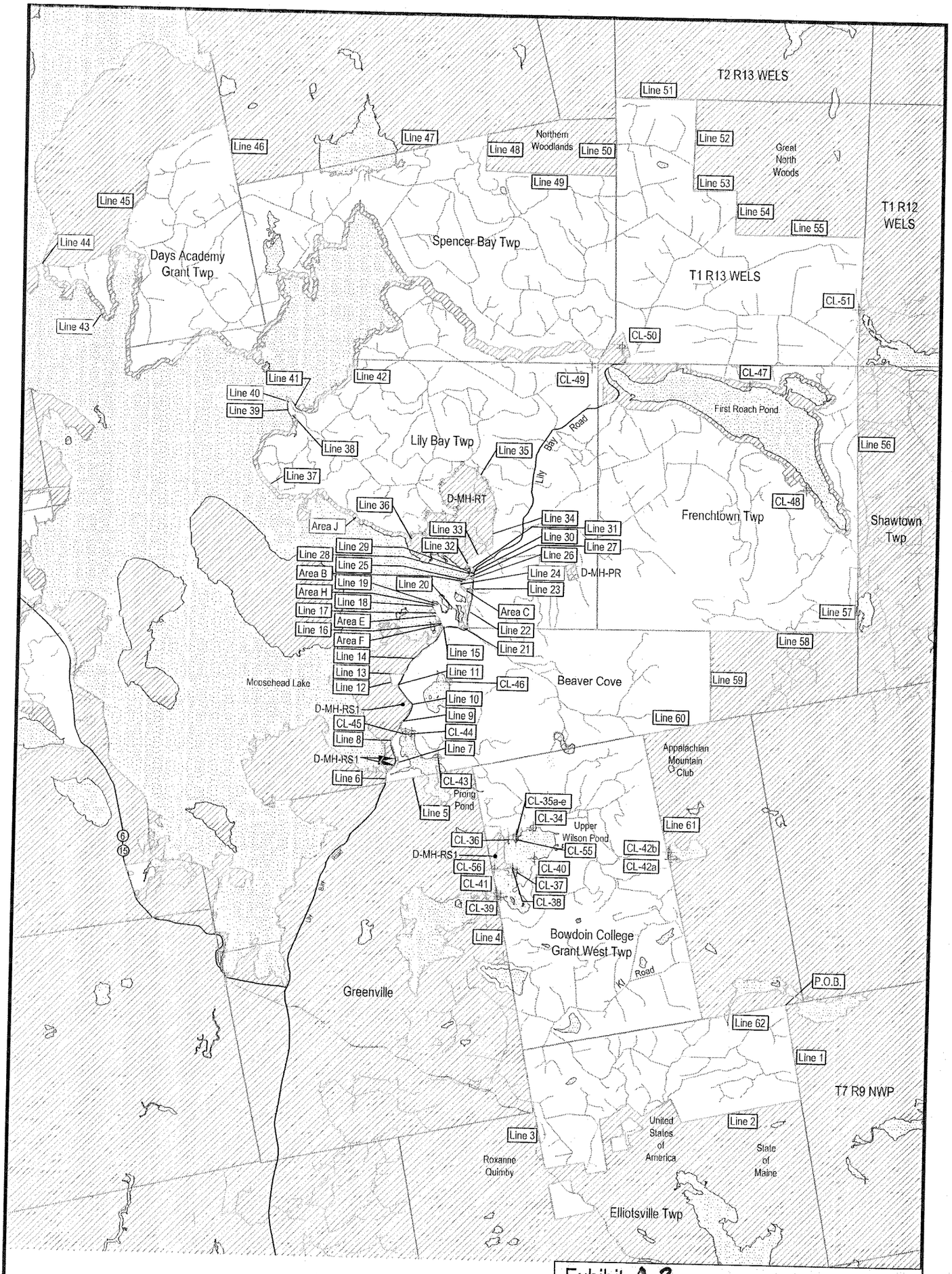


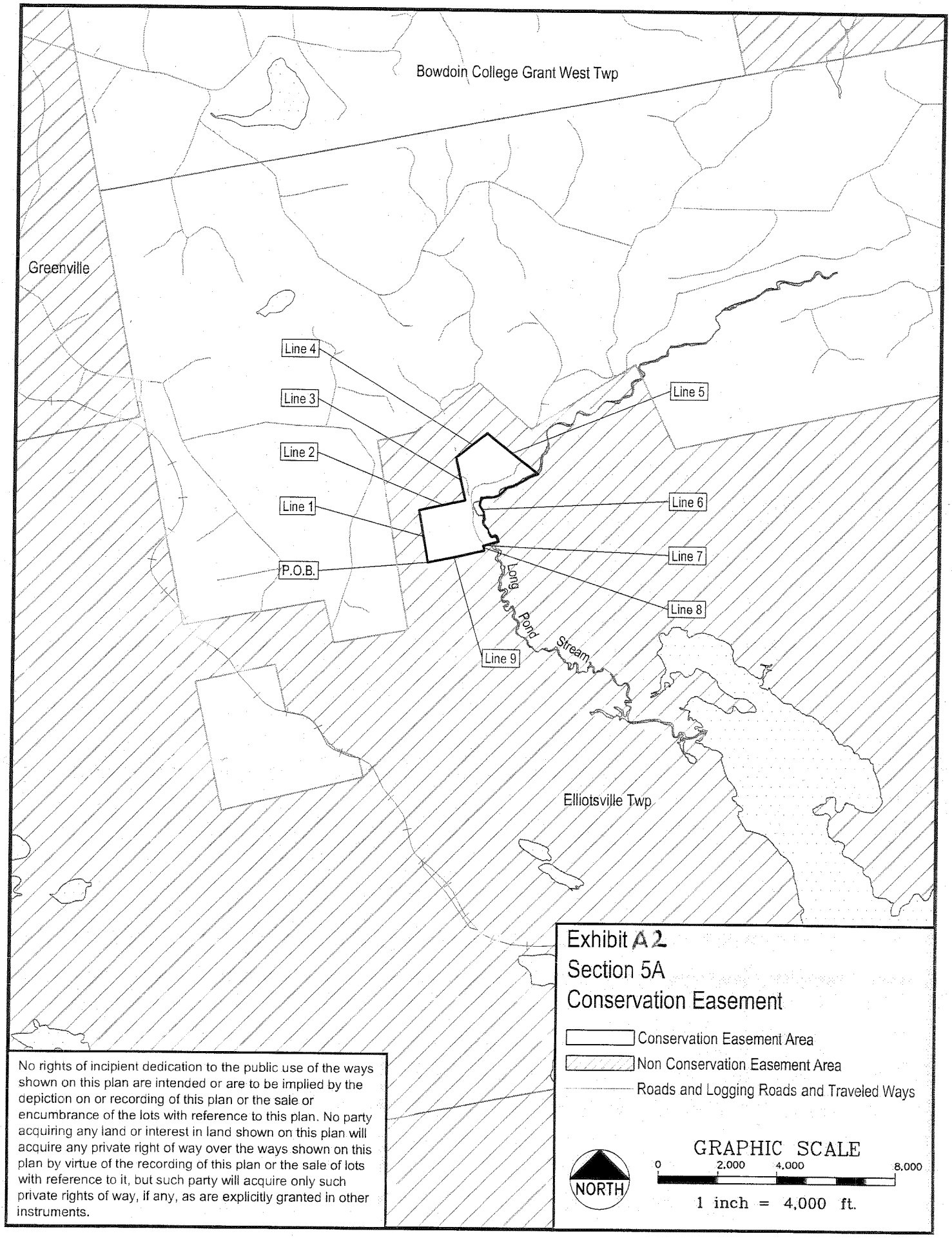
Exhibit A 2
Section 5
Conservation Easement

Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways

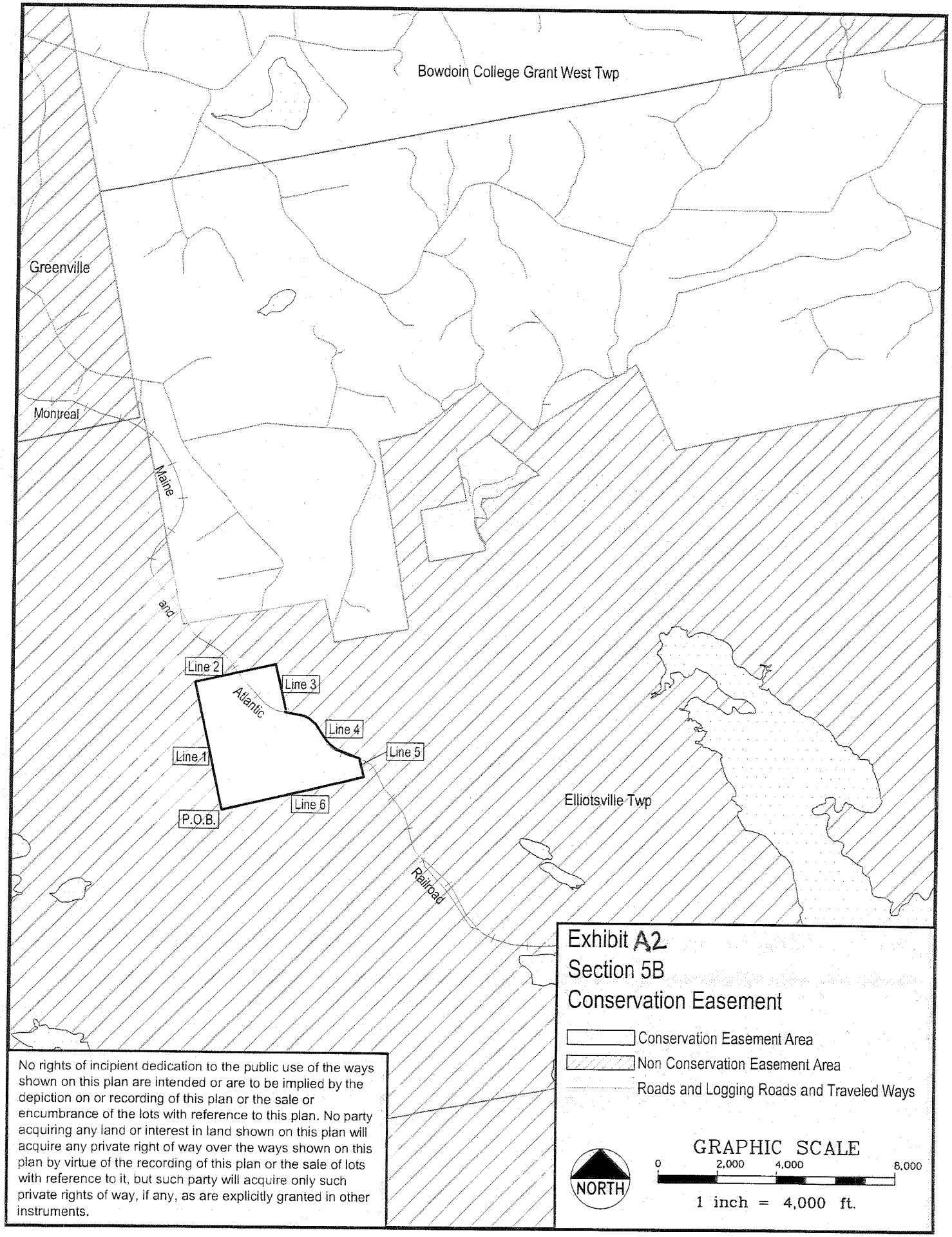
NORTH

GRAPHIC SCALE
0 7000 14,000 28,000
1 inch = 14,000 ft.

No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.



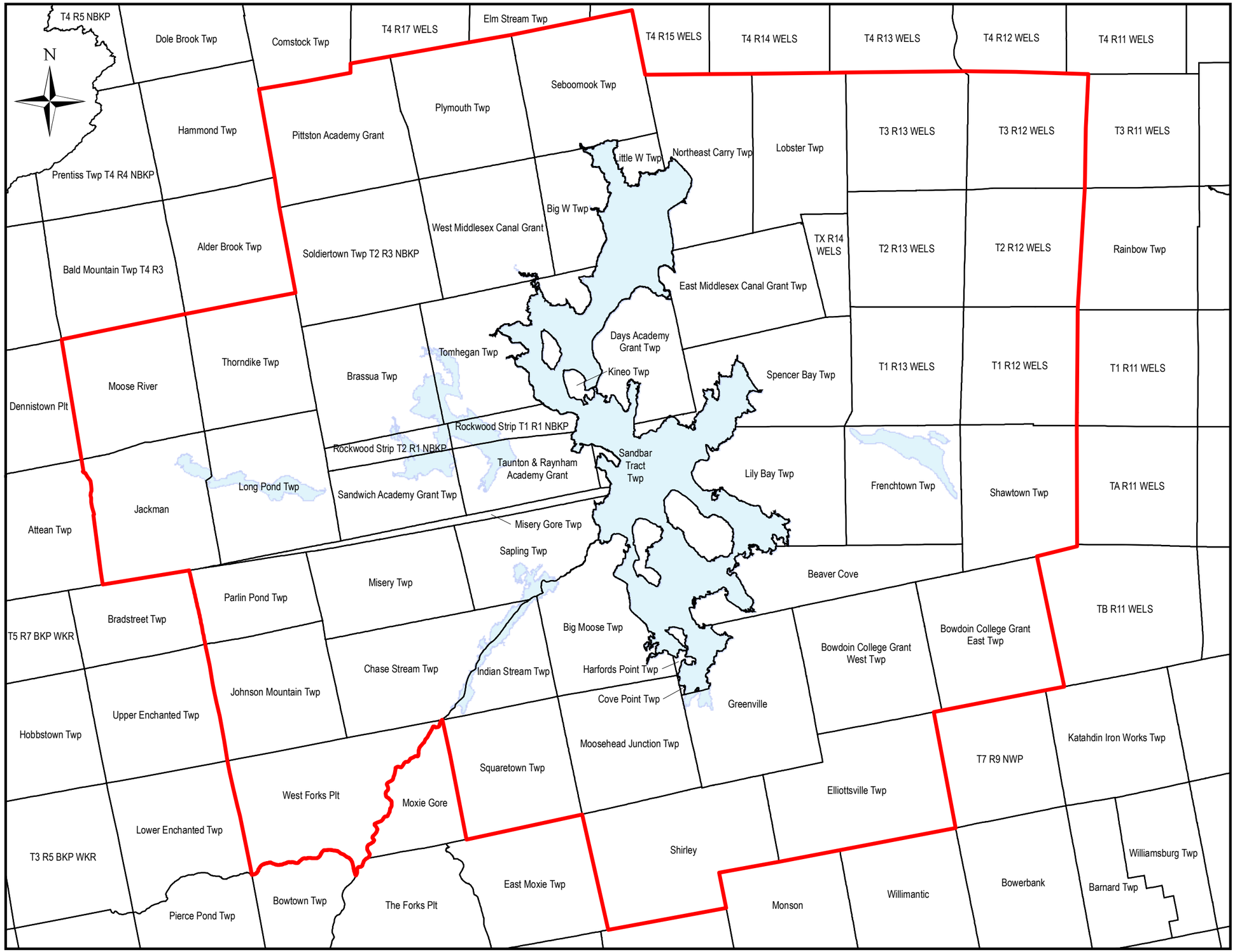
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.



No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.

EXHIBIT B

Map of Surrounding Communities



Surrounding Communities Map

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

EXHIBIT C

Map of Wind Power Facility Areas

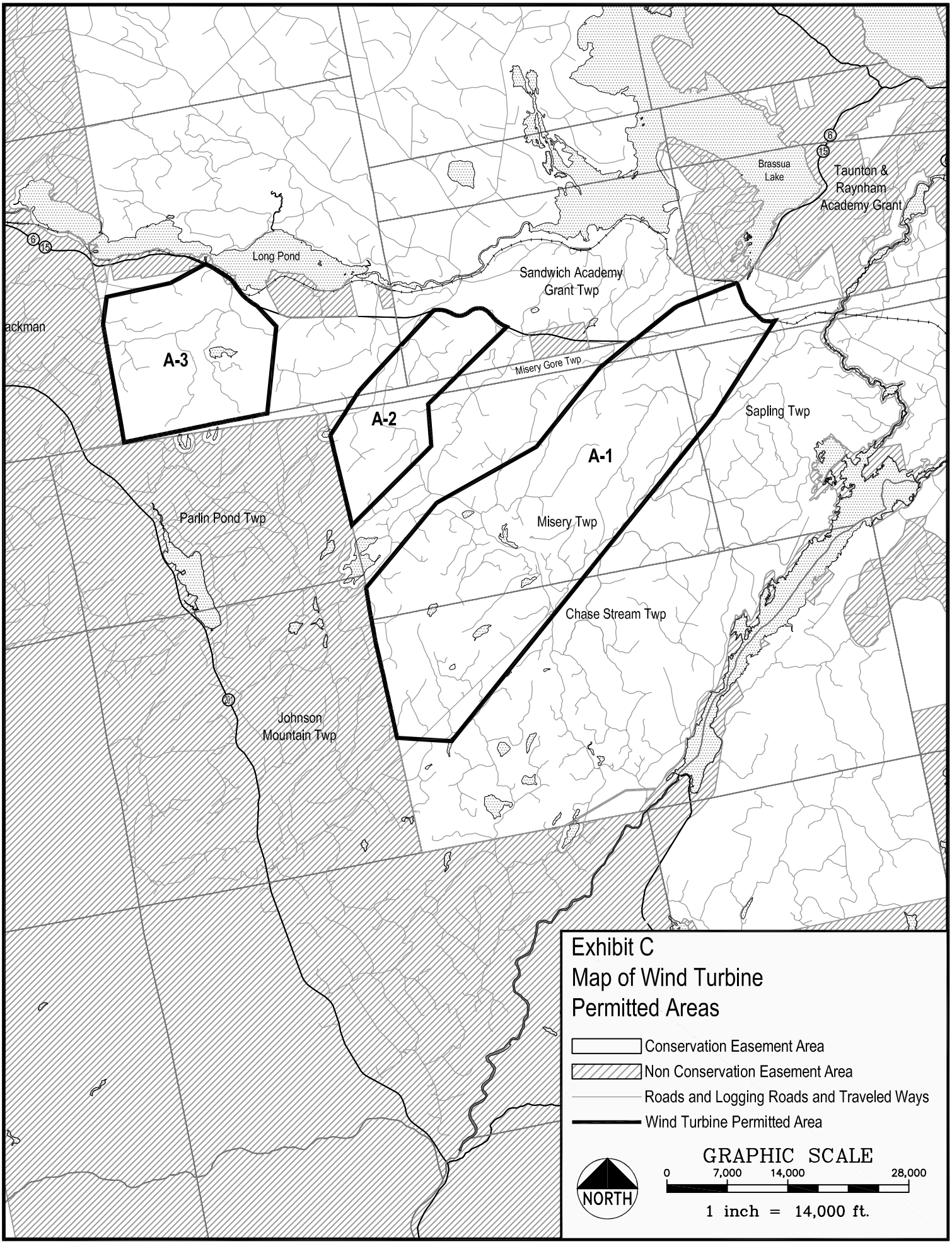

Brassua Lake
Taunton & Raynham Academy Grant
Long Pond
Sandwich Academy Grant Twp
ackman
A-3
Misery Gore Twp
A-2
Sapling Twp
A-1
Parlin Pond Twp
Misery Twp
Chase Stream Twp
Johnson Mountain Twp
Exhibit C
Map of Wind Turbine Permitted Areas
Conservation Easement Area
Non Conservation Easement Area
Roads and Logging Roads and Traveled Ways
Wind Turbine Permitted Area
NORTH
GRAPHIC SCALE
0
7,000
14,000
28,000
1 inch = 14,000 ft.

EXHIBIT D

Leased Lots Within the Concept Plan Area

EXHIBIT D

Leased Lots Within the Concept Plan Area

	Township	County	Lessee	Description[1]
1	Beaver Cove	Piscataquis	HAROLD CROSBY	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
2	Beaver Cove	Piscataquis	MARK DUMONT	Approximately on the east shore of Mud Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
3	Beaver Cove	Piscataquis	WILLIAM HAIR	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
4	Beaver Cove	Piscataquis	HAROLD BLANCHARD	Approximately on a small peninsula on the east shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
5	Big Moose	Piscataquis	WAYNE SNELL	Commercial lease encompassing all land owned by lessee east of CPRR at Moosehead Station south of the East Outlet of Moosehead Lake and north of land owned by lessees, Big Squaw Township, T2 R6 BKP EKR, Piscataquis County. Confirmed as lease #11 (approximately 3 acres).
6	Big Moose	Piscataquis	MAINE FOREST SERVICE	Lease site located in Big Moose Township, T2 R6 BKP EKR, described as the Squaw Brook campground site. Confirmed as lease #1145, description is correct (approximately 2.5 acres).
7	Bowdoin College West	Piscataquis	JACK HOFBAUER	Commercial lease; a campground site for sporting camp in Bowdoin College Grant, Piscataquis County, Maine (approximately 0.5 acres).
8	Chase Stream	Somerset	KENNETH & PATRICIA CHUBBUCK	Camp on southerly shore of Ellis Pond, Chase Stream township, T1 R6 BKP WKR, Somerset County, Maine (approximately 0.7 acres).
9	Chase Stream	Somerset	J ALFRED LETOURNEAU	Lease lot situated in Chase Stream Township, T1 R6, BKP WKR, its 10,000 acre tract, and lying 200 feet +/- easterly of Tobey Pond (approximately 0.25 acres).
10	Chase Stream	Somerset	RICHARD W FITZHERBERT	Chase Stream Township. Camp on east shore of Chase Stream flowage, so-called (acreage unspecified).
11	Chase Stream	Somerset	ALAN GOVE	Camp on east side of Chase Stream, Indian Pond area, Somerset County, T1 R6, WKR (acreage unspecified).
12	Chase Stream	Somerset	JON C HANSEN	Camp located in Somerset County, T1 R6 WKR, Chase Stream, Indian Pond area; north side of road near intersection of road to sluice (acreage unspecified).
13	Chase Stream	Somerset	RAYMOND RUSSENBERGER & KARL	Chase Stream Township, being the Twin Camp, so-called (acreage unspecified).
14	Chase Stream	Somerset	CARROLL CUTTING ET AL	Former public lot in Chase Stream Township; Lot 1, Range 2, T1 R6; otherwise known as Chase Stream Track (acreage unspecified).
15	Chase Stream	Somerset	EDWIN REED	Campsite on westerly shore of Horseshoe Pond, Ten Thousand acre tract, Somerset County, T1 R6 BKP WKR, State of Maine. Outlined in red on the attached plan. LEASE # 376 (approximately 0.5 acres).

[1] The acreages of the leased lots stated herein are approximate and based on information contained in each current lease, as of September 2009. Notwithstanding the approximate acreages listed herein, no leased lot may exceed 40,000 square feet in size, except for leased lots #5, #6, #27 and #31 for which the acreages shall be no greater than: (i) 3 acres for leased lot #5, (ii) 2.5 acres for leased lot #6, (iii) 125 acres for leased lot #27, and (iv) 1.2 acres for leased lot #31.

16	Chase Stream	Somerset	W. PHILBRICK & W. GATES	T1R6 WKR, Chase Stream, Indian Pond Area, log cabin located on east shore. TERM: Lessee shall have the right to use said premises for a term of 99 years beginning with the first day of August 1966, to the last day of August 2065, at which time the lease shall terminate without notice to the Lessee. The Lessor shall have no obligation, either express or implied, to renew this lease agreement. Lease # 1116 (acreage unspecified).
17	Elliottsville	Piscataquis	RICKY B. CLOWRY	Lease lot on Big Wilson Stream, near mouth of Thompson Brook in Elliottsville, Piscataquis County, Maine (approximately 0.5 acres).
18	Indian Stream	Somerset	MELISSA SANFORD	Approximately near Moore's Siding on the old railroad track acres of land, encompassing lessee's existing improvements (approximately 0.5 acres).
19	Indian Stream	Somerset	RICHARD & ROLAND LEGENDRE	Approximately near Moore's Siding on the old railroad track, encompassing lessee's existing improvements located near Melissa Dumont (approximately 0.5 acres).
20	Lily Bay	Piscataquis	INLAND FISH & WILDLIFE	Lease site for camp and site for use as a warden's camp in TA R14 WELS, Piscataquis County, Lily Bay, just south of Frenchtown line on the northwest side of Ripogenus Road near the old gravel pit. Lease # 116 (acreage unspecified).
21	Rockwood Strip	Somerset	MICHAEL LEIGHTON et al	Camp in T2 R1 NBKP, Somerset County, commonly called Rockwood Strip, on westerly shore of Demo Pond (acreage unspecified).
22	Sandwich	Somerset	WALTER MORIN	Lease lot situated in Sandwich Township, T2 R1 NBKP, between the Canadian Pacific RR tracks and Brassua Flowage, more particularly being a lot surrounding the camp dwelling and abutting a woods road on its southwesterly boundary (approximately 0.5 acres).
23	Smithtown (T1 R13 WELS)	Piscataquis	CAMP 1R13 ASSOCIATION	Lease lot encompassing all of that land lying within 50 feet of a camp now located on westerly side of Farrar Mountain Road near Hinckley Cove, Second Roach Pond, T1 R13 WELS, Piscataquis County (approximately 0.25 acres).
24	Soldiertown	Somerset	LARRY SIMPSON	Camp northeasterly of Pittston, Rockwood Road, Soldiertown, T2 R3 NBKP, Somerset County (approximately 0.5 acres).
25	Soldiertown	Somerset	VIRGINIA RICHARDS	Camp in Soldiertown, T2 R3 NBKP, Somerset County, along Center Pond Road in Soldiertown (approximately 0.5 acres).
26	Squaretown	Somerset	CHARLES JACOBS	Approximately on the east side of old MCR ROW, 5 chains south of Little Indian Pond, encompassing lessee's existing improvements (approximately 0.5 acres).
27	T1R6 (Indian Stream)	Somerset	OUTDOOR ADVENTURE RESORTS LLC	Approximately on the east shore of Indian Pond, encompassing lessee's existing improvements (approximately 125 acres).
28	Taunton & Raynham	Somerset	ROBERT GENEST	Lot 3 in Tarratine Lease Area south of CPRR, Taunton & Raynham, T1 R1 NBKP, Somerset County (approximately 0.1 acres).
29	Taunton & Raynham	Somerset	STEVE SHAW	Lot 5 in Tarratine Lease Area, south of CPRR in Taunton & Raynham. T1 R1 NBKP, Somerset County (approximately 0.04 acres).
30	Thorndike	Somerset	JOHN BROCHU	Camp on southerly shore of Fish Pond, approximately 2,000 feet northeasterly along shore from Outlet Stream, Thorndike, T3 R2 NBKP, Somerset County. Confirmed as lease # 72 (approximately 0.4 acres).
31	Thorndike	Somerset	WILLIAM E SHELLEY	Camp on westerly shore of Luther Pond, approximately one quarter mile south of the inlet; Thorndike, T3 R2 NBKP, Somerset County, Maine. Confirmed as lease # 73 (approximately 1.2 acres).
32	West Forks	Somerset	NANCY STANLEY	Southeast shore of Dead Stream Pond (approximately 0.5 acres).
33	West Forks	Somerset	NEIL CHUBBUCK	Southeast shore of Dead Stream Pond (approximately 0.5 acres).

D

Multi-Resource Management Plan of the Moosehead Region Conservation Easement and attachments thereto

MULTI-RESOURCE MANAGEMENT PLAN

OF

THE MOOSEHEAD REGION CONSERVATION EASEMENT

MULTI-RESOURCE MANAGEMENT PLAN
OF THE MOOSEHEAD REGION CONSERVATION EASEMENT

This Multi-Resource Management Plan (as the same may be amended from time to time, as so amended, "Management Plan"), dated as of _____, 2009, is entered into by **PLUM CREEK MAINE TIMBERLANDS, L.L.C.,** a Delaware limited liability company, formerly known as SDW Timber II, L.L.C.**,** with a place of business in Fairfield, Maine, (hereinafter referred to as "Grantor", which is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and/or assigns, and/or any future owners or successors-in-interest to the Protected Property or any portion thereof) , the **FOREST SOCIETY OF MAINE**, ("Holder", which is intended to include its successors and/or assigns) and the **STATE OF MAINE** (hereinafter referred to as "Third Party", which is intended to include its successors and/or assigns), acting by and through its Department of Conservation, Bureau of Parks and Lands (collectively "Parties" and individually "Party").

This Management Plan is being entered into pursuant to Section 3.C.2. of that certain conservation easement known as the Moosehead Region Conservation Easement (as the same may be amended from time to time, as so amended, the "Conservation Easement") granted by Plum Creek to Holder and Third Party on _____, 2009. This Plan applies to the Protected Property as that term is defined in the Conservation Easement.

I. DEFINITIONS

Unless defined herein, terms used in this Management Plan that are defined in the Conservation Easement shall have the defined meanings as set forth in the Conservation Easement.

Exemplary Natural Communities and Ecosystems: Plant communities identified and defined by MNAP as common types, with a State rarity rank of S4 and S5 (as defined in Appendix E, attached hereto and incorporated herein), that are exemplary because of their size, condition and landscape context (element occurrence ranks of A or B).

LURC: The state agency that is known as the Maine Land Use Regulation Commission, or any successor state department, agency or bureau thereto that performs similar public functions.

MDEP: The state agency that is known as the Maine Department of Environmental Protection, or any successor state department, agency, or bureau thereto that performs similar public functions.

MDIFW: The state agency that is known as the Maine Department of Inland Fisheries and Wildlife, or any successor state department, agency, or bureau thereto that performs similar public functions.

MNAP: The state program that is known as the Maine Natural Areas Program, and is a part of the Maine Department of Conservation, or any successor state program or bureau thereto that performs similar public functions.

MNAP Mapped Feature: A point or polygon feature in the MNAP Biotics database depicting a known Rare, Threatened, and Endangered Plant, Rare Natural Community and Ecosystem, or Exemplary Natural Community and Ecosystem that has been surveyed in the field or mapped at a sufficient scale to reasonably identify boundaries of the feature and does not include a buffer. Historic features are excluded from this definition.

Rare, Threatened, and Endangered Plants: Plant species that are listed as Endangered, Threatened, or Special Concern with a State rarity rank of S1, S2 or S3 (as defined in Appendix E).

Rare Natural Communities and Ecosystems: Plant communities identified and defined by MNAP as being rare, with a State rarity rank of S1, S2 or S3 (as defined in Appendix E).

Reserve: An area in which Forest Management Activities and road construction are prohibited, for the purpose of maintaining one or more natural community types or native ecosystem types in a natural condition and range of variation and contributing to the protection of Maine's biological diversity.

II. PURPOSE AND GENERAL REQUIREMENTS

Pursuant to Section 3.C.2.(a) of the Conservation Easement, the purpose of the Management Plan is to guide Forest Management Activities so as to be in compliance with the terms and conditions of the Conservation Easement. The Management Plan shall both protect the Conservation Values of the Protected Property and allow its continued operation as a Commercial Working Forest in accordance with the terms and conditions of the Management Plan. All Forest Management Activities, except timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. This Management Plan shall remain in effect until amended or modified by the Parties, pursuant to Section V.C. of this Management Plan and Section 3.C.2.(a) of the Conservation Easement.

Grantor here chooses (1) the Sustainable Forestry Initiative 2005-2009 Standards ("SFIS") and the standards, policies, programs, practices and agreements set forth therein, and (2) certain additional standards, policies, programs, practices and agreements as set forth in Section III.C. hereto, as the mechanisms by which the Conservation Values are protected. All Forest Management Activities shall be conducted in accordance with these standards, policies, programs, practices and agreements, as well as all other applicable terms and conditions contained in this Management Plan.

Unless otherwise specified herein, Grantor is hereby responsible and liable for the compliance of Grantor's employees, agents, contractors, and designees with the standards, policies, programs, practices and agreements set forth in this Management Plan, when said parties are engaged in Forest Management Activities and other actions covered by the requirements of this Management Plan in the capacity of employees, agents, contractors and designees for Grantor.

III. STANDARDS, POLICIES, PROGRAMS, PRACTICES AND AGREEMENTS

A. Supervision of Forest Management Activities

All Forest Management Activities occurring on the Protected Property shall be supervised by a licensed professional forester and conducted under written contracts with competent operators, which contracts shall specify relevant requirements for compliance with this Conservation Easement and the Management Plan.

B. SFIS and Standards, Policies, Programs and Practices

Grantor shall:

1. Conduct all its Forest Management Activities in a manner consistent with SFIS, and the standards, policies, programs, practices and agreements set forth therein;

2. Implement each of performance measures under each of the stated objectives set forth in the *Indicators and Evidence Manual* ("IEM"), attached hereto as Appendix A and incorporated herein, and as may be amended from time to time. Further, as part of its evaluation as to whether Grantor's conduct of its Forest Management Activities is in compliance with SFIS and this Management Plan, Holder shall utilize all indicators of compliance indices and the corresponding evidence of compliance statements set forth in all tables contained in the IEM. The term "Program Participant" in the IEM document has the same meaning as "Grantor", as used herein; and

3. Conduct all its Forest Management Activities in a manner consistent with and in compliance with the Grantor's *Environmental Action Plan* (EAP), attached hereto as Appendix B and incorporated herein, and as may be amended from time to time.

C. Additional Implementing Standards, Policies, Programs and Practices

1. Exotic Species and Genetically Altered Stock

Grantor shall notify Holder prior to the planting of exotic species or use of genetically altered stock. Grantor's planting of exotic species or use of genetically altered stock shall not be inconsistent with standards, policies, programs and practices of the Qualifying Forestry Certification Program. Grantor shall consider the Conservation Values in its decisions to plant exotic species or use genetically altered stock, provided that the ultimate decision on said planting or use shall be made in the sole discretion of the Grantor. Notwithstanding the foregoing, the planting of exotic species or use of genetically altered stock on the Protected Property shall be restricted to no more than 10% of the Protected Property in the aggregate at any one time, unless the planting of a greater percentage is approved by Holder, with such approval to be granted if the Holder finds that such planting in excess of 10% would not have an undue adverse impact on the Conservation Values.

2. Deer Wintering Areas

Grantor shall conduct all its Forest Management Activities in a manner consistent with the standards, policies, programs, practices and agreements set forth in the *Strategy for the Management of Deer Wintering Areas in Maine*, ("*Strategy*") attached hereto as Appendix D and incorporated herein, and as may be amended from time to time upon written agreement of Grantor and MDIFW. In the event that (1) those deer wintering areas that are mapped in the *Strategy* in "Exhibit "A" " and are located on the Protected Property ("mapped Protected Property DWUs") or (2) different or revised deer wintering areas that may be mapped and contained in the *Strategy* pursuant to mutually-agreed written amendment of the *Strategy*, cease to be managed pursuant to the standards, policies, programs, practices and agreements set forth in the *Strategy* due to the expiration of the term of the *Strategy*, the sale to a third party of part or all of the Protected Property on which the mapped Protected Property DWUs are located, an unresolved dispute between Plum Creek and MDIFW, or for any other reason set forth in the sections of the *Strategy* titled "Terms of Agreement: Resolution of Disagreements" and "Land Sales", then the mapped Protected Property DWU's thereafter shall be managed according to the requirements of Section 10.23,D ("Fish and Wildlife Protection Subdistrict (P-FW)") of LURC's *Land Use Districts and Standards*, as these requirements existed on July 1, 2009.

3. Rare, Threatened and Endangered Plants; Rare Natural Communities and Ecosystems; Exemplary Natural Communities and Ecosystems

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

(1) To conserve the ecological values of Rare, Threatened, and Endangered Plants, Rare Natural Communities and Ecosystems, and Exemplary Natural Communities and Ecosystems;

(2) To employ standards that are operationally feasible and practical to implement in a Commercial Working Forest; and

(3) To allow for collaborative modifications based on science and site-specific needs.

(b) Performance Standards, Policies, Programs and Practices, Generally

(1) Regarding all known MNAP Mapped Features and those identified in the future:

(aa) Grantor shall maintain, and update at least annually, a database of MNAP Mapped Features in the Resource Information System. When modified or updated MNAP Mapped Features are provided by MNAP to the Grantor, these shall be incorporated into Grantor's Resource Information System in a timely manner.

(bb) Grantor shall consult with MNAP prior to Grantor's conduct of planned Forest Management Activities, and with sufficient advance notice to MNAP, to allow MNAP the reasonable opportunity, if it so chooses, to conduct field surveys to investigate or update whether MNAP Mapped Feature or associated buffers in existence at the time of execution of this Management Plan or those subsequently added to Grantor's Resource Information System as the result of future survey efforts will be impacted by the planned Forest Management Activity. Prior to conducting any Forest Management Activities within the MNAP Mapped Features or

associated buffers, the Grantor shall hold a management consultation with MNAP, and allow for a site visit by MNAP, if MNAP deems said consultation or site visit necessary. MNAP will respond within two weeks of the Grantor's written request for consultation as to the need and timing of any field surveys. MNAP will have 45 days from receiving the written request to verify and accurately map the MNAP Mapped Feature, except for MNAP Mapped Features that require growing season conditions for field surveys, in which case the Grantor shall request consultations for MNAP Mapped Features prior to June 1 and MNAP will subsequently have 45 days to verify and accurately map the MNAP Mapped Feature during the growing season.

(cc) Upon MNAP notification and description of survey prior to access, Grantor shall allow MNAP access to the Protected Property for the purpose of biological surveys, mapping, and monitoring of Rare, Threatened, & Endangered Plant, Rare Natural Communities and Ecosystems, and Exemplary Natural Communities.

(dd) Grantor acknowledges that the current listing of known Rare, Threatened, & Endangered Plant, Rare Natural Communities and Ecosystems, and Exemplary Natural Communities and Ecosystem MNAP Mapped Features contained on the Protected Property [to be updated prior to CE recording] is set forth in Appendix G, attached hereto and incorporated herein.

(ee) Modifications to performance standards required at a specific MNAP Mapped Feature (e.g., to enhance or minimize a buffer zone or treatment) can occur through collaborative discussions and consensus between MNAP and the Grantor in order to implement the desired conservation outcome based on scientific considerations or site-specific conditions.

(ff) For both known MNAP Mapped Features and those documented in the future, Grantor acknowledges that the management goal is to conserve the ecological value of the MNAP Mapped Features by maintaining or improving the occurrence rank (A, B, C, etc.). The Parties acknowledge that in many cases (e.g., Big Moose Mountain Management Plan), timber harvesting can be accomplished in a manner that is compatible with this goal, as long as retained structures or patches effectively conserve and represent the conservation value originally identified. If MNAP determines that at a specific site this management goal can be met and MNAP Mapped Features conserved while changing or relaxing certain performance standards stated above and in the individual site management plans in Appendix F, attached hereto and incorporated herein, Grantor is authorized to utilize these alternative MNAP performance standards at specific sites.

(2) In land areas designated as Reserves pursuant to this Management Plan, existing and new hiking and other non-motorized trails are allowed to continue so long as said trails are well designed and constructed, are situated in safe locations, and have or when constructed will have minimal adverse impact on the values for which the reserve was created. Existing snowmobile, all-terrain vehicles and other motorized trails are allowed to continue, so long as said trails are well designed and constructed, are situated in safe locations, have minimal adverse impact on the values for which the reserve was created, and cannot be reasonably relocated outside of the Reserve. New snowmobile, all-terrain vehicle and other motorized trails are allowed in Reserves only if all three of the following criteria are met: (1) no safe, cost-effective alternatives exist; (2) the impact on protected natural resource values is minimal; and (3) the trail will provide a crucial link in a significant trail system. No new trails may be allowed in any Reserve without approval by both Holder and MNAP, which shall not be unreasonably withheld.

(c) Performance Standards, Policies, Programs and Practices for Rare, Threatened, and Endangered Plants

(1) 250 foot buffer zone around the perimeter of the MNAP Mapped Feature with the following treatment:
- ▶ 0 to 75 feet: no harvest.
- ▶ 75 to 250 feet: LURC riparian prescription: 40% volume removal restriction which equates to approximately a ~50% crown closure condition.

(2) In wetlands: Ground disturbing Forest Management Activities within the MNAP Mapped Feature and buffer zone shall operate only on frozen or dry ground conditions that avoids or minimizes potential erosion and sedimentation of the aquatic feature.

(d) Performance Standards, Policies, Programs and Practices for Rare Natural Communities and Ecosystems

(1) Rare Wetland Natural Communities and Ecosystems:

▶No harvest within the MNAP Mapped Feature.

▶250 foot buffer zone around the perimeter of the MNAP Mapped Feature with the following treatment:
- 0 to 75 feet: no harvest.
- 75 to 250 feet: LURC riparian prescription: 40% volume removal restriction which equates to approximately a ~50% crown closure condition.

▶Ground disturbing Forest Management Activities within the MNAP Mapped Feature and buffer zone shall operate only on frozen or dry ground conditions that avoids or minimizes potential erosion and sedimentation of the aquatic feature.

(2) Rare Upland Natural Communities and Ecosystems:

▶ The site-specific management plans that shall apply for the three known sites on the Protected Property containing rare upland natural communities and ecosystems (Big Moose Mountain, Big Wilson Stream, and Baker / Lily Bay Mountains) are contained Appendix F hereto.

▶ For MNAP Mapped Features documented in the future, Grantor shall develop individual site specific management plans in consultation with MNAP and, at the discretion of the Grantor and in addition to MNAP, with an ecological consulting group approved by the Holder and MNAP, such consent not to be unreasonably withheld, for the purpose of developing appropriate science-based site specific management plans for these newly identified sites, recognizing both their ecological and economic values. These site-specific management plan shall include a map and description of the ecological resource, the allowed Forest Management Activities, and a description of how the ecological value will be conserved. Expectations for the prescribed outcomes for future MNAP Mapped Features will be informed by the prescribed outcomes achieved in completed site specific management plans.

(e) <u>Performance Standards, Policies, Programs and Practices for Exemplary Natural Communities and Ecosystems:</u>

(1) Non-forested Open Wetland Exemplary Natural Communities and Ecosystems:

▶ 250 foot buffer zone around the perimeter of the MNAP Mapped Feature with the following treatment:

- 0 to 75 feet: no harvest.
- 75 to 250 feet: LURC riparian prescription: 40% volume removal restriction which equates to approximately a ~50% crown closure condition.

▶ Ground disturbing Forest Management Activities within the MNAP Mapped Feature and buffer zone shall operate only on frozen or dry ground conditions that avoids or minimizes potential erosion and sedimentation of the aquatic feature.

(2) Forested Wetland Exemplary Natural Communities and Ecosystems:

▶ No buffer zone outside the MNAP Mapped Feature is required (except as required under LURC or other State law);

▶ Within the MNAP Mapped Feature: retain 50% of softwood acres in a 50% crown closure condition;

▶ Ground disturbing Forest Management Activities within the MNAP Mapped Feature shall operate only on frozen or dry ground conditions that avoids or minimizes potential erosion and sedimentation of the aquatic feature.

▶ For MNAP Mapped Features that overlap with Deer Wintering Units as defined and included in the agreement titled "Strategy for the Management of Deer Wintering Areas in Maine", attached hereto as Appendix D, Grantor will consult with MNAP and MDIFW to collectively identify priorities for ecological values at the sites and implement management options that meet the collective recommendation.

(3) Upland Exemplary Natural Communities and Ecosystems:

▶ The site-specific management plans that shall apply for the three known sites on the Protected Property containing rare upland natural communities and ecosystems (Big Moose Mountain, Big Wilson Stream, and Baker / Lily Bay Mountains) are contained Appendix F, attached hereto.

▶ For MNAP Mapped Features documented in the future, Grantor shall develop individual site specific management plans in consultation with MNAP and, at the discretion of the Grantor and in addition to MNAP, with an ecological consulting group approved by the Holder, such consent not to be unreasonably withheld, for the purpose of developing appropriate science-based site specific management plans for these newly identified sites, recognizing both their ecological and economic values. These site-specific management plan shall include a map and description of the ecological resource, the allowed Forest Management Activities, and a description of how the ecological value will be conserved. Expectations for the prescribed outcomes for future MNAP Mapped Features will be informed by the prescribed outcomes achieved in completed site specific management plans.

4. Rare, Threatened, and Endangered Fish and Wildlife Species

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

(1) To conserve rare, threatened, and endangered fish and wildlife species;

(2) To employ standards that are operationally feasible and practical to implement in a Commercial Working Forest; and

(3) To allow for collaborative modifications based on science and site-specific needs.

(b) Performance Standards, Policies, Programs and Practices, Generally

(1) In implementing this Management Plan Grantor shall consult with the Maine Department of MDIFW to collaboratively develop programmatic management practices for state rare, threatened, and endangered species that are documented and mapped on the Protected Property.

(2) Grantor will request a management consultation with MDIFW prior to conducting timber harvest and road construction activities within one-quarter mile of MDIFW-mapped occurrence sites for those species identified in MDIFW's "Listing Status of Selected Species" as "Tracked" species, as may be amended from time to time (see Appendix C, attached hereto and incorporated herein, for a list of current mapped sites). MDIFW will respond within two weeks of the Grantor's written request for consultation as to the need for a site visit or if no site visit is needed, with management recommendations for the site. If a site visit is deemed necessary by MDIFW, MDIFW will have 30 days from receiving the written request to conduct a site visit and provide management recommendations.

(c) Performance Standards, Policies, Programs and Practices for Canada Lynx

(1) Using landscape level planning Grantor shall create a shifting mosaic of "quality" and other types of snowshoe hare and lynx habitat, by employing a variety of silvicultural practices on the Protected Property;

(2) Grantor shall employ a variety of biodiversity practices including but not limited to patch retention, wetland and shoreland protections, shifting mosaic guidelines, and deer wintering area protections to provide landscape and stand-level denning habitat; and

(3) Grantor shall perform and update Canada lynx habitat assessments, including updated habitat mapping and lynx occupancy modeling criteria from Maine research, for purposes of informing future Forest Management Activities consistent with the Management Plan. Based on the best available science, Grantor shall map those areas of the Protected Property that Grantor contends constitutes quality habitat for lynx and snowshoe hare, for use in determining the location and components of such habitat, and the types or combinations of silvicultural practices that create such habitat across the landscape. In undertaking this mapping, Grantor shall collaborate with the University of Maine, the United States Fish and Wildlife Service, and the MDIFW, if such collaboration is offered by these parties.

5. Inland Waterfowl and Wading Bird Habitats (IWWH)

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

(1) To conserve the ecological values of Inland Waterfowl and Wading Bird Habitat;

(2) To employ standards that are operationally feasible and practical to implement in a Commercial Working Forest; and

(3) To allow for collaborative modifications based on science and site-specific needs.

(b) Performance Standards, Policies, Programs and Practices

(1) Grantor shall maintain a database of known and mapped Inland Waterfowl and Wading Bird Habitats ("IWWH") in its Resource Information System, including (aa) known and field-confirmed IWWH sites, as defined by MDEP Natural Resource Protection Act Chapter 335 regulations as Significant Wildlife Habitat, and (bb) potential IWWH sites modeled by MDIFW.

(2) For those IWWH sites identified in (1)(aa) above, and those IWWH sites identified in (1)(bb) above that are within the boundaries of any Great Pond Protection (P-GP) Subdistrict or Shoreland Protection (P-SL1) Subdistrict, as shown on the LURC Official Land Use Guidance Maps Grantor shall manage said sites according to LURC's P-SL1 requirements applicable to timber harvesting, contained in Section 10.27,E,2 of LURC's *Land Use Districts and Standards,* as these requirements existed on July 1, 2009.

(3) For those IWWH sites identified in (1)(bb) above that are determined and located by MDIFW to exist on the Protected Property in the future, Grantor shall manage said sites according to LURC's P-SL1 requirements applicable to timber harvesting, contained in Section 10.27,E,2 of LURC's *Land Use Districts and Standards,* as these requirements existed on July 1, 2009, so long as the following procedure has been followed: (aa) MDIFW has supplied to Grantor a detailed map based on best available information locating all sites and boundaries thereof that MDIFW has determined to constitute IWWH sites, and (bb) MDIFW has provided to Grantor a reasonable opportunity to demonstrate, including by field confirmation, that any site so determined by MDIFW does not constitute an IWWH site.

6. Aquatic Habitats and Riparian Buffers

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

(1) To conserve the ecological values of aquatic habitats and riparian buffers;

(2) To employ standards that are operationally feasible and practical to implement in a Commercial Working Forest;

(3) To make aquatic habitat and water body management practices, in particular as they relate to maintaining headwater stream water quality and ecological value, a high priority issue to be reviewed by the MAT; and

(4) For Grantor and federal and state resource agencies to work together in good faith to understand and address forest management practices and potential solutions for protecting aquatic systems on the Protected Property.

7. Vernal Pools

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

(1) To conserve the ecological values of vernal pools;

(2) To employ standards that are operationally feasible and practical to implement in a Commercial Working Forest;

(3) To allow for collaborative modifications based on science and site-specific needs;

(4) To make vernal pool management practices a high priority issue to be reviewed by the MAT;

(b) Performance Standards, Policies, Programs and Practices

(1) Identification and Training

► Unverified Significant Vernal Pool shall be presumed to exist where one or more of the following features are found:

- Small wetlands with a minimum size of 625 square feet, with no permanent flowing inlet or outlet, that hold at least 12 inches of water at spring maximum and containing water until July 31 based on typical annual precipitation; or
- Evidence of the presence of one or more of (a) Maine's vernal pool amphibian indicator species (eggs, larvae or adults), (b) fairy shrimp, and/or (c) rare, threatened, or endangered species (see NRPA Chapter 335); or
- Dry season physical characteristics that provide evidence of sustained temporary flooding include a topographic depression with the presence of compacted leaves darkened by water stains or a film of sediment, water stains, wetland plants, and/or the shells of fingernail clams, aquatic snails, and/or casts of aquatic insects.

► Foresters shall be trained and provided information, with the assistance of MDIFW, on identifying vernal pools, their functions, and conservation importance.

► Sites encountered by Grantor during field review of timber harvest sites that exhibit physical characteristics of a vernal pool shall be noted on Grantor's Harvest Instruction Form. Conservation instructions shall be noted and followed up through the Field Inspection Report. Due to the small

size of some vernal pools and the difficulties associated with dry season identification of vernal pools, it is recognized that vernal pools may be misidentified occasionally or not encountered during field timber harvest layout.

▶ Vernal pools shall be identified in the field so that activities can be appropriately guided to avoid or minimize adverse impacts.

▶ The Grantor shall provide MDIFW, in a timely manner, with the location and other relevant general information regarding vernal pools discovered on the Protected Property.

(2) Interim Habitat Management for Unverified Significant Vernal Pools

▶ These Interim guidelines shall be applied to vernal pools that have not been verified as Significant Vernal Pools, as defined under the State of Maine Natural Resources Protection Act (Chapter 335). If a vernal pool is determined to be non-Significant by a qualified individual with demonstrated expertise in such documentation in Maine, no vernal pool guidelines need be applied. Should vernal pools conserved with these Interim guidelines be verified as Significant Vernal Pools in the future, then the habitat management guidelines for Significant Vernal Pools shall be applied during future Forest Management Activities.

▶ Equipment shall be restricted from vernal pool depressions to maintain the bank

▶ Timber within 50 feet of the pool shall be extracted using either a boom or cable;

▶ Activities near the pool shall be designed to keep sedimentation from entering the pool;

▶ No clearcuts will be conducted within 75 feet of the vernal pool depression; and

▶ The integrity of coarse woody debris within 100 feet of vernal pools shall be maintained.

(3) Habitat Management for documented and field-confirmed[1] Significant Vernal Pools, as defined under the State of Maine Natural Resources Protection Act (Chapter 335, Section 9).

▶ Guidelines for Significant Vernal Pools shall be applied to all documented and field-confirmed Significant Vernal Pools, regardless of size.

▶ Habitat management shall be based on the *Forestry Habitat Management Guidelines for Vernal Pool Wildlife* (Calhoun and DeMaynadier 2004), and in particular the "Summary of Recommended Guidelines for conserving vernal pool wildlife during forest harvest operations," found on p.22 therein.

▶ Significant Vernal Pool clusters, defined as three or more Significant Vernal Pools within 600 feet of each other, may receive modified habitat management guidelines upon consultation with MDIFW and review of the site-specific conditions with the purpose of tailoring appropriate conservation measures to the site while providing operationally feasible and practical commercial forest management.

---

[1] Documented and field confirmed significant vernal pools are established either by a documented determination by (1) MDIFW or (2) by an individual with demonstrated expertise in such documentation in Maine.

(4) Ongoing verification of significance of vernal pool.

A significant vernal pool documented on a Geographic Information System data layer maintained by either MDIFW or MDEP is eligible for removal from that data layer following MDIFW verification of three consecutive years of data demonstrating that a vernal pool no longer meets the criteria in NRPA Section 9 (B)(1) or (2). A written request to remove a significant vernal pool from the data layer must be submitted to both MDIFW and MDEP and include documentation made during the identification period by a qualified individual. A written MDIFW determination that vernal pool is not significant remains valid regardless of timeframe.

8. Loon Nests

Grantor shall conduct all its Forest Management Activities in a manner consistent with the following standards, policies, programs, practices and agreements, as set forth below:

(a) Management Objectives

To avoid and/or minimize forest management related disturbance to known active breeding common loon nest sites from Grantor's Forest Management Activities.

(b) Performance Standards, Policies, Programs and Practices

(1) Grantor shall obtain and maintain a database of geographic locations of known recently used (within the previous 5 years) common loon nest locations, and shall request on a periodic basis updated information from the Maine Audubon Society, MDIFW, and other sources as available.

(2) Grantor shall integrate loon nest locations into Grantor's GIS Sensitive Areas Warning System ("GIS system") and Resource Information System.

(3) A no activity warning notification for Forest Management Activities within a one-quarter mile radius of all loon nest sites listed in Grantor's GIS system or Resource Information System shall be provided by Grantor to its foresters and land managers.

(4) If the loon nest site is active (i.e., breeding attempt by a loon pair in the current year), Grantor shall not conduct Forest Management Activities during the courtship, nest building, incubating, and nestling period (restriction period: May 1 to August 15) within a radius zone of one-quarter mile around the known nest site. Forest Management Activities can occur outside the one-quarter mile radius zone. Forest Management Activities can occur within the one-quarter mile radius zone outside this restriction period or during this time period under certain conditions, as specified below.

▶ The breeding status of the nest site (i.e., active, inactive) can be determined from field observations of loon activity at the site (e.g., courtship behavior, incubation behavior, etc.).

▶ The Forest Management Activities restriction period covers the early courtship/nest building phase up, to when the chicks leave the nest (and allows for re-nesting potential).

▶ Field observations of the breeding status can be used to modify the restriction period based on nesting failure (and no re-nest attempt), a changed nest location, or to determine when the chicks leave the nest.

▶ Once the chicks leave the nest and move to the water body, the Forest Management Activity restriction period is no longer needed.

▶ Vehicle travel on any existing roads located within the one-quarter mile radius zone is permissible during the restriction period.

(5) Grantor shall follow LURC regulations and Maine's Shoreland Zoning Act for harvesting within applicable pond and stream buffers.

IV. MANAGEMENT ADVISORY TEAM ("MAT")

A. Existence, Composition

Consistent with Section 3.C.2.(g) of the Conservation Easement, an MAT is hereby established, on an ongoing basis. The MAT shall be comprised of five members, as follows: one person appointed by the regional director of the U.S. Fish and Wildlife Service; one person appointed by the state agency with fish and wildlife jurisdiction and expertise; one person appointed by the state agency with jurisdiction and expertise in rare, threatened and endangered flora, and natural communities; one person appointed by the Dean of the University of Maine School of Forestry who has applied commercial forestry expertise; and one person who possesses expertise in silvicultural practices in Maine, appointed by the unanimous consent of the other MAT members and the Holder and Grantor. Three members shall constitute a quorum for the purposes of conducting MAT business. The failure to appoint members to the MAT shall not affect the conduct of MAT business so long as a quorum is present.

B. Purpose and Scope

The MAT is solely an advisory and consultative body, whose advice and consultation shall be limited to matters dealing with the Forest Management Activities and the conduct thereof. The MAT will:

(1) advise and consult with the Parties in implementing this Management Plan and in making changes to it, including an annual review of this Management Plan. Such review shall include advice as to how the Management Plan might better achieve the Conservation Values;

(2) review the Grantor's standards, policies, programs and practices regarding Forest Management Activities, as they affect the Conservation Values;

(3) provide the Holder and Grantor with the most currently available information on resources on the Protected Property and potential alternative or additional standards, policies, programs and practices as a means to enhance the implementation of this Management Plan;

(4) provide the MAT members an opportunity for education and understanding of Grantor's Forest Management Activities and its implementation of the Qualifying Forestry Certification Program;

(5) address research results, monitoring results, and opportunities for adaptive management, including auditor recommendations for improvement from any verification audit on the Protected Property; and

(6) consult with the auditor of the Qualifying Forestry Certification Program and Holder with respect to all matters addressed by this Management Plan and Section 3.C.2. of the Conservation Easement.

The responsibility for enforcement of the Conservation Easement and this Management Plan rests with the Holder, Third Party and the Attorney General as specified in Sections 8, 9, and 10 of the Conservation Easement. Failure by the Grantor to agree with or otherwise utilize MAT advice or recommendations shall not, in and of itself, constitute a violation of or non-conformance with this Management Plan or the Conservation Easement.

C. Process

The MAT will meet with Grantor, Holder and Third Party on at least an annual basis or more frequently as MAT, Grantor, Holder and Third Party agree. Holder shall organize and facilitate meetings of the MAT. MAT members shall establish procedures for the conduct of its work. Holder shall record and maintain minutes of all MAT meetings.

D. MAT Involvement with the Audit by Qualifying Forestry Certification Program

Grantor shall require the auditor of the Qualifying Forestry Certification Program (or, in the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program pursuant to Section 3.C.2.(f) of the Conservation Easement, then the persons or entity selected by Holder to audit compliance with the Conservation Easement and this Management Plan) to (1) contact the MAT or its individual members and solicit their input as a part of conducting its audit, and (2) respond in its audit report document to communications (written or oral) the auditor receives from MAT or its individual members, to the extent and in the same manner as the auditor responds to third party input from resource professionals generally.

V. INFORMATION, MONITORING, ENFORCEMENT, AMENDMENTS AND OTHER ADMINISTRATIVE PROVISIONS

A. Additional Information to Holder

To ensure efficient and effective communications and coordination between the Grantor and Holder in implementing the terms and conditions of the Conservation Easement and this Management Plan, the Grantor agrees to provide Holder the following additional information on an annual basis, on a date that is consistent on year-by-year basis and precedes the scheduled meeting(s) described in Section IV.C. hereto, all as agreed between Grantor and Holder:

(1) Information on location, size, and harvest method for all harvest blocks planned for the coming year that include special sites and resources that may require special management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values;

(2) Information on the location, size, and harvest method for all actual harvest blocks referenced in Section V.A.1. hereto that were harvested in the previous year.

(3) A "Harvest Reporting Form" that contains the:

i. Acres of harvest units completed in the previous year;
ii. Number of clearcut harvest units completed in previous year;
iii. Average size (measured in acres) of clearcut harvest units completed in previous year;
iv. Acres planted during previous year;
v. Acres seeded during previous year;
vi. Acres naturally regenerated during previous year;
vii. The percent of harvest units successfully regenerated (adequate stocking attained) after 5 full growing seasons post-harvest.

(4) A report demonstrating how Objectives 1 and 2 of the IEM regarding long-term sustainability and productivity have been addressed in the previous year, with said report including but not be limited to the following information:

i. Inventory status (e.g., timber cruising and photo-typing updates);
ii. Growth and yield status (e.g., updates on assumptions);
iii. Woodstock harvest modeling review of long-term projections.

(5) A report describing in detail all permitted non-Forest Management uses, as set forth in Section 3.A. and 3.C. of the Conservation Easement, occurring on the Protected Property during the preceding year, and all permitted structures, as set forth in Sections 3.C. and 4 of the Conservation Easement, constructed or expanded on the Protected Property during the preceding year.

(6) Notice of all pending pesticide applications;

(7) A current and no less than annually updated list and/or database from the Resource Information System that includes special sites and resources that may require special management, including but not limited to all such information as it relates to documenting the values contained in the Conservation Values.

(8) A report on all in-kind services provided and funds expended during the previous year to promote research related to the practice of forestry and natural resource management;

(9) A report of any regulatory fines imposed and mitigation required by any administrative agencies or judicial bodies during the preceding year; and

(10) A report on staff and contractor training that pertains to the conduct of all Forest Management Activities occurring during the preceding year.

In addition, Grantor shall ensure, as a required provision of any Qualifying Forestry Certification Program audit, that Holder is permitted and invited to attend any meetings held between Grantor and auditor in which auditor reviews the Grantor's forest sustainability program, including inventory quality and controls, harvest sustainability, and growth and yield assumptions.

B. Monitoring and Enforcement

Holder shall monitor the terms of the Easement and this Plan on at least an annual basis or on a more frequent basis as the Holder shall determine in its sole judgment. A liaison team representing Holder and Grantor will be established to address all relevant Conservation Easement management issues (including, *inter alia*, issues related to Forest Management Activities, public access including motorized access to the Protected Property and other issues) that may arise over time. As required by Section 8.E. of the Conservation Easement, the liaison team shall meet annually or at such other frequency as the Parties shall mutually agree, at which time the Holder shall report on its monitoring activities and findings of the past year and plans for the coming year. In addition, Grantor and Holder shall use the meeting to review and improve, as necessary, the various systems, procedures, and practices in place relative to administration of the Conservation Easement and this Management Plan. Enforcement of the Easement and this Plan shall be governed by the Conservation Easement.

C. Amendment, Notices

The Parties expect that the standards, policies, programs, practices and agreements set forth herein and other actions required in this Plan may require amending from time to time, based upon the results of audits, input from the MAT, or other advances in knowledge and understandings. No such amendment may be any less protective of the Conservation Values than the standards, policies, programs, practices and agreements in effect prior to any such amendment. The Management Plan shall remain in effect until amended or modified by the Parties, at which time the amended or modified form of the Management Plan shall remain in effect. No amendment to this Management Plan may become effective until agreed to by Grantor, Holder, and Third Party. Holder and Third Party will keep an accurate copy of the current Management Plan in their respective files and will make the current Management Plan available to successors in interest to the Protected Property or any portion thereof. Notices hereunder shall be given as specified in the Conservation Easement.

D. Governing Law

Interpretation and performance of this Management Plan shall be governed by the laws of the State of Maine. If there is any inconsistency between the terms of this Management Plan and the Easement, the terms of the Conservation Easement control.

E. Requirement to Comply with Laws and Regulations

Nothing in this Management Plan is intended to supersede, eliminate or otherwise change any obligation of the Grantor under any applicable law, including but not limited to the obligation to obtain any and all required regulatory approvals for activities permitted under the terms of this Management Plan. Notwithstanding that Third Party has executed this Management Plan, nothing herein may be construed as approval of or as a substitute for approval or regulation of any activities under the regulatory jurisdiction of LURC or other State regulatory body. Nothing in this Management Plan may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, with which Grantor shall have a responsibility to comply.

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

By: _____

HOLDER:
FOREST SOCIETY OF MAINE

By: _____

THIRD PARTY:
STATE OF MAINE

Acting by and through its Department of Conservation, Bureau of Parks and Lands

By: _____

APPENDIX A

Plum Creek Timber Company, SFI Indicators and Evidence Manual For Maine and New Hampshire

PLUM CREEK TIMBER COMPANY

TABLE OF CONTENTS

SFI INDICATORS AND EVIDENCE MANUAL
For Maine and New Hampshire

July 2007

Section	Page(s)
1. INTRODUCTION	2
2. OBJECTIVES	
Objective 1 – Sustainable Forestry	4 - 6
Objective 2 – Forest Productivity	6 - 13
Objective 3 – Water Quality	14 – 16
Objective 4 – Wildlife Habitat and Biodiversity	17 - 20
Objective 5 – Visual Quality	21 - 22
Objective 6 – Special Sites	23
Objective 7 – Efficient Utilization	24 - 25
Objective 8 –Procurement	26 - 28
Objective 9 – Research, Science & Technology	29 - 30
Objective 10 – Training	31 - 33
Objective 11 – Legal & Regulatory Compliance	34 - 35
Objective 12 – Public & Landowner Participation	36 - 40
Objective 13 – Continuous Improvement	41

Plum Creek Maine/New Hampshire Operations
SFIS Indicators and Evidence Manual

Purpose

The purpose of the Indicators and Evidence Manual (IEM) is to provide information that will ensure an efficient verification process by specifying the framework for completion of verification audits. The IEM communicates which portions of the SFIS are applicable to Plum Creek's operations. The IEM directs auditors to the evidence of Plum Creek's compliance.

Introduction

The **Sustainable Forestry Initiative Standards (SFIS)** principles, objectives, performance measures and indicators are the foundation of Plum Creek's environmental program and are integrated into our Environmental Action Plan (EAP). Implementation of the EAP and all of its programs ensures that operations comply with SFIS. The framework for verification audits is set forth in our IEM. Roles and responsibilities required to achieve SFIS compliance are identified in the IEM and are communicated through the EAP.

Scope

Plum Creek's IEM specifies those portions of the SFIS that apply to Plum Creek's operations.

SFIS Program Elements Excluded from Verification Audits

Plum Creek's Maine/New Hampshire operations do not procure wood or conduct a landowner assistance program. The following SFIS program elements, related to procurement and landowner assistance programs, do not apply to our operations and are excluded from the scope of the audit:

- Objective 8: To broaden the practice of sustainable forestry through procurement programs.
- Performance Measures 8.1, 8.2, 8.3, 8.4, 8.5, and 8.6.

Lands Excluded from Verification Audits

Plum Creek has developed procedures for excluding a very narrow subset of non-core timberlands from the policies and procedures contained in the EAP and from any audits or performance checks designed to verify compliance with EAPs or the SFIS. Only parcels that have been withdrawn from the timberland base, have been designated as "HBU Development" parcels, and have been transferred to the Plum Creek Land Company are excluded from SFI.

Applicability of Indicators

The following matrix lists SFIS Objectives, performance measures, and indicators that apply to Plum Creek's Maine / New Hampshire operations. All performance measures and indicators, with the exception of those excluded previously are included.

Plum Creek Maine / New Hampshire Operations
Sustainable Forestry Policies

The SFI Standard requires that the Company have written policies to implement and achieve nine principles. The locations of these policies listed below.

SFI Program Policies	Evidence of Compliance
1. Sustainable Forestry	See policies contained in EAP Sections 1 through 6.
2. Responsible Practices	See policies contained in EAP Sections 7-9.
3. Reforestation and Productive Capacity	See policies contained in EAP Sections 1-2.
4. Forest Health and Productivity	See policy contained in EAP Sections 1 & 4
5. Long-Term Forest and Soil Productivity	Located in the Cascades EAP, Sections 1-2.
6. Protection of Water Resources	See policy contained in EAP Section 3.
7. Protection of Special Sites and Biological Diversity	See policy contained in EAP Section 4 & 6.
8. Legal Compliance	See Plum Creek Code of Conduct, dated 3-5-2003 (Employee internal website).
9. Continual Improvement	See policy contained in EAP Section 10.

INDICATOR AND EVIDENCE MANUAL

SFIS Objectives for Land Management

<u>Objective 1</u> – To broaden the implementation of *sustainable forestry* by ensuring long-term harvest levels based on the use of the *best scientific information* available.

1.1 PERFORMANCE MEASURE: ***Program Participants*** shall ensure that long-term harvest levels are sustainable and consistent with appropriate *growth-and-yield models* and written plans.

Indicators	Evidence of Compliance	Responsibility
1. A long-term resource analysis to guide forest management planning at a level appropriate to the size and scale of the operation, including a. a periodic or ongoing forest *inventory*; b. a *land classification* system; c. soils *inventory* and maps, where available; d. access to *growth-and-yield modeling* capabilities; e. up-to-date maps or a *geographic information system (GIS)*; f. recommended sustainable harvest levels; and g. review of nontimber issues (e.g., pilot projects and economic incentive programs to promote water protection, carbon storage, or *biological diversity conservation*).	**EAP** Section 1, Sustainable Forest Management: Program Description Sustainable Forestry: "The Integrated Forest Management System (IFMS) is used to track stand regeneration, growth and harvest." Current stocking and stand data is kept in the IFMS. a. Stand entry and data collection requirements are specified in the New England IFMS Policies and Procedures Program and Forest Inventory Quality Program b. IFMS Files and Forest Maps showing forest types, harvests, roads, silvicultural activities protection zones, soils information, Natural Areas information c. Depth to water table and soils maps d. Operational Support (OS) uses Growth &Yield modeling to project growth. Growth and yield modeling is driven by silvicultural treatment information and harvest data contained in IFMS. Technical support is provided by OS staff in region and sub region offices. Consult Woodstock Model and Growth Assumptions document. e. IFMS is the corporate GIS system. New England IFMS Policies and Procedures document. f. EAP, Section 1, Sustainable Forestry Management Program Description, subsection Sustainable Forestry: "The Operations Support staff uses a Woodstock harvest scheduling model to annually update future inventory levels. This model has been in use on the ownership since 2001. The Woodstock model is run annually to predict future inventory levels". g. Notes of monthly Manager-level meetings document reviews of non-timber items,and identify non-timber items such as winter deer habitat that may affect harvest operations. These decisions are incorporated into harvest level planning.	a. Operations Support Group b. Operations Support Group c. Operations Support Group d. Operations Support Group e. Operations Support Group, Area Foresters f. Operation Support Group and General Manager g. Operations Support Group, Environmental Support Group, General Manager, Land Asset Manager; Energy and Natural Resource Managers

2. Documentation of annual harvest trends in relation to the sustainable forest management plan.	EAP, Section 1, Program Description, subsection, Sustainable Forestry, Indicator 4 (Periodic analysis of actual versus planned harvest and silvicultural activity) Reference documents Woodstock Model and growth assumptions, Harvest and inventory levels; and Actual versus planned harvest levels-previous 3 years	Operations Support Group
3. A forest *inventory system* and a method to calculate growth.	EAP, Section 1, Program Description, subsection, Sustainable Forestry, Indicator 1 and 6 Reference Documents Woodstock Model and Growth Assumptions, Updated Forest Inventory and Forest Inventory Program. EAP, IFMS Program and Inventory Programs.	Operations Support Group
4. Periodic updates of *inventory* and recalculation of planned harvests.	EAP, Section 1, Program Description, subsection, Sustainable Forestry, Indicator 1 and 4 Reference Documents Woodstock Model and Growth Assumptions, Harvest and Inventory Trends, Updated Forest Inventory, New England IFMS Policies and Procedures and Silvicultural Program.	Operations Support Group
5. Documentation of forest practices (e.g., planting, fertilization, and thinning) consistent with assumptions in harvest plans.	EAP, Section 1 Sustainable Forestry Management, Program Description, subsection, Sustainable Forestry, Indicators 3 and 4 and Reference Documents #1 (IFMS files), 3 (Harvest and Inventory Trends) and #14 (3-part reports)	Operations Support Group, Area Forester and Resource Managers

<u>Objective 2</u> – To ensure long-term forest *productivity* and *conservation* of forest resources through prompt *reforestation,* soil *conservation, afforestation,* and other measures.

2.1 PERFORMANCE MEASURE: ***Program Participants*** shall reforest after final harvest, unless delayed for site-specific environmental or *forest health* considerations, through *artificial regeneration* within two years or two planting seasons, or by planned *natural regeneration* methods within five years.

Indicators	Evidence of Compliance	Responsibility
1. Designation of all management units for either *natural* or *artificial regeneration*.	EAP, Section 1, Program Description for Sustainable Forestry Management, subsection, Productivity, Indicator 1 and 2; <u>Reference Documents</u> : (Woodstock Model), Harvest Instruction Forms, Inspection Report, Regeneration Survey Reports and Category II compliance reports. EAP, Silviculture Program	Area Foresters
2. Clear criteria to judge adequate regeneration and appropriate actions to correct understocked areas and achieve acceptable species composition and stocking rates for both *artificial* and *natural regeneration*.	EAP, Section 1, Program Description Sustainable Forestry Management, subsection, Productivity, Indicators 1, 2 and 3; <u>Reference Documents</u>: Maine State Forest Practices Act; EAP, Silviculture Program; State regeneration reports and Regeneration Survey (3-Part Report).	Area Forester, Resource Managers and Forestry Manager
3. *Minimized* plantings of *exotic tree species* and research documentation that *exotic tree species*, planted operationally, pose minimal risk.	The unit experimented with plantings of European larch years ago but is no longer actively engaged in the program.	
4. Protection of desirable or planned advanced *natural regeneration* during harvest.	EAP, Section 1, Program Description Sustainable Forestry Management, subsection, Forest Health, Indicator 2, EAP, Section 2 Harvest Practices, Program Description, Indicators 1 and 8 <u>Reference Documents</u>: IFMS files and maps; Silviculture Program; Harvest Instruction Form; Field inspection reports	Area Foresters
5. Artificial *reforestation programs* that consider potential ecological impacts of a different species or species mix from that which was harvested.	EAP, Section 1(Sustainable Forestry), Program Description, subsection, Productivity, Indicators 1, 2, 4 and 5, 6 <u>Reference Document</u>: Three part report; Harvest Instruction Form; EAP, Silviculture Program.	Forestry Manager, Resource Managers and Area Foresters

2.2 PERFORMANCE MEASURE: *Program Participants* shall *minimize* chemical use required to achieve management objectives while protecting employees, neighbors, the public, and the forest environment.

Indicators	Evidence of Compliance	Responsibility
1. *Minimized* chemical use required to achieve management objectives.	EAP, Section 1 Sustainable Forestry Management, Program Description, subsection, Pesticide Use, Indicators 1 and 2 Reference Documents: IFMS files, Silviculture Program, State regen reports and field admin forms; Pesticide manual; Pre-and post-herbicide inspection reports; List of approved chemicals. EAP, Pesticide Program	Area Foresters and Unit coordinators
2. Use of *least-toxic* and *narrowest-spectrum pesticides* necessary to achieve management objectives.	EAP, Section 1, Program Description, subsection, Pesticide Use, Indicators 1 and 3 Reference Documents: Pesticide Manual; List of approved chemicals; Pesticide training records; Pesticide notifications to public EAP, Pesticide Program (Management Objectives). EAP, Silvicultural Program	Area foresters, Forestry Manager; Resource Manager and unit coordinators
3. Use of pesticides registered for the intended use and applied in accordance with label requirements.	EAP, Section 1, Program Description, subsection, Pesticide Use, Indicators 1, 2 and 3 Reference Documents: Pesticide manual, List of approved chemicals, Herbicide application contracts; "3-part" pre- and post- herbicide inspection forms; pesticide application log; EAP, Pesticide Program (Management Objectives)	Area Forester, unit coordinator, Resource Manager and Forestry Manager
4. Use of *integrated pest management* where feasible.	EAP, Section 1, Program Description, subsection, Pesticide Use, Indicators 1, 2 and 3 Reference Documents : Pesticide Manual, Pesticide contracts EAP, Pesticide Program (Management Objectives) EAP, Silvicultural Program	Area Foresters, Resource Managers & Forestry Manager
5. Supervision of forest chemical applications by state-trained or certified applicators.	EAP, Section 1, Program Description, subsection, Pesticide Use, Indicators 1, 2 and 4 Reference Documents: Pesticides manual, Pesticide contracts, Herbicide inspection forms, Training program records. EAP, Pesticide Program (Contractor Obligations)	Area Foresters and Resource Managers

6. Use of *best management practices (BMPs)* appropriate to the situation; for example, a. notification of adjoining landowners or nearby residents concerning applications and chemicals used; b. c. appropriate multilingual signs or oral warnings; d. control of public road access during and immediately after applications; e. designation of streamside and other needed buffer strips; f. use of positive shutoff and minimal-drift spray valves; g. aerial application of forest chemicals parallel to buffer zones to *minimize* drift; h. monitoring of water quality or safeguards to ensure proper equipment use and *protection* of streams, lakes, and other water bodies; i. appropriate storage of chemicals; j. filing of required state reports; or k. use of methods to ensure protection of *threatened and endangered* species.	EAP, Section 1, Program Description, subsection, Pesticide Use, Indicators 1-4 Reference Documents : Pesticide manual; copies of notifications and state herbicide reports; copies of herbicide application project maps showing road access control points. EAP, Pesticide Program EAP, Silvicultural Program	Area Foresters, Unit coordinators and Resource Managers

2.3 PERFORMANCE MEASURE: ***Program Participants*** shall implement management practices to protect and maintain forest and soil *productivity*.

Indicators	Evidence of Compliance	Responsibility
1. Use of soils maps where available.	EAP, Section 1 (Sustainable Forestry Management), Program Description, subsection, Sustainable Forestry, Indicator 5 EAP, Section 2 (Harvest Practices), Program Description and Indicator #2; Reference Document: IFMS files, Soil Management and Water quality program; Depth to water table and soils maps.	Area Foresters and Operational Support Group
2. Process to identify soils vulnerable to compaction and use of appropriate methods to avoid excessive soil disturbance.	EAP, Section 2 (Harvest Practices), Program Description, Indicators 1, 2, 3, 7, 8, 9 and 10 Reference Documents: IFMS Files; Silvicultural Program; Soil Management and Water Quality Program; Logging and Transportation Suspension Guidelines Program. Employee Training Matrix; Harvest Instruction Form	Area Foresters and Resource Managers
3. Use of erosion control measures to *minimize* the loss of soil and site *productivity*.	EAP, Section 2 (Harvest Practices), Program Description, Indicators 1, 2, 7 and 8 EAP, Section 3 (Water Quality), Program Description, Indicators 1, 2, 3 and 6 Reference Documents: IFMS files; Silvicultural Program; MFS BMP Manual; Repeatable Regional BMP Protocol Field Inspection Reports; Soils Management and Water Quality Program, and Logging and Transportation Guidelines Program.	Area Foresters and Resource Managers
4. Post-harvest conditions conducive to maintaining site *productivity* (e.g., limited rutting, retained down woody debris, *minimized skid trails*).	EAP, Section 2 (Harvest Practices), Program Description, Indicators 1, 2, 3, and 8 Reference Documents Field inspection reports and MFS BMP Manual. Soils Management and Water Quality Program and Logging and Transportation Suspension Guidelines Program.	Area Foresters and Resource Managers

5. Retention of vigorous trees during partial harvesting, consistent with silvicultural norms for the area.	EAP, Section 1 (Sustainable Forestry Management) , Program Description, subsection, Productivity, Indicator 1; EAP, Section 1, Program Description, subsection, Forest Health, Indicator 2 EAP, Section 2, Program Description, Indicators 1 and 8 Reference Documents: Harvest Practices Program; Harvest Instruction Form; Field inspection reports; Silvicultural Program; Logging contracts	Area Foresters and Resource Managers
6. Criteria that address harvesting and site preparation to protect soil *productivity*.	EAP, Section 2 (Harvest Practices) Reference Documents: Harvest Instruction form; Field Inspection Reports; Soils Management and Water Quality Program and Logging and Transportation Suspension Guidelines Program.	Area Foresters and Resource Managers
7. *Minimized* road construction to meet management objectives efficiently.	EAP, Section 2 (Harvesting Practices), Program Description, Indicator 1 and 6, Reference Documents: Maine Forest Practice Act; Field inspection reports ; Soils management and water quality program; Road Specifications Program; Logging and Transportation Suspension Guidelines Program	Resource Managers and Area Foresters

2.4 PERFORMANCE MEASURE: ***Program Participants*** shall manage so as to protect forests from damaging agents, such as environmentally or economically undesirable wildfire, pets, and diseases, to maintain and improve long-term *forest health*, *productivity* and *economic viability*.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to protect forests from damaging agents.	EAP, Section 1 (Sustainable Forestry Management, Program Description, subsection, Forest Health, Indicators 1 and 2 Reference Documents: Forest pest alerts, Quarantine announcements, Forest Fire reports and Forest Health/Invasive Species Program. .	Area Foresters and Resource Managers
2. Management to promote healthy and productive forest conditions to *minimize* susceptibility to damaging agents.	EAP, Section 1, Sustainable Forestry Management Program Description, subsection, Forest Health, Indicator 2., subsection, Productivity, Indicators 1, 2, 3 and 6 EAP, Section 2 (Harvesting Program), Program Description, Indicators 1, 2, 3 and 8 <u>Reference documents</u>: Forest Health Program, Field Inspection reports; Quarantine announcements; State pest alerts; Forest fire reports; Silviculture Program, Logging and Transportation Suspension Guidelines Program and Soils Management and Water Quality Program.	Area Foresters and Resource Foresters
3. Participation in, and support of, fire and pest prevention and control *programs*.	EAP, Section 1 (Sustainable Forestry Management), Program Description, subsection, Forest Health, Indicator 1 <u>Reference Documents</u>: CFRU Annual Reports; Forest fire reports; Forest Health Program; Pesticide program; Wildlife Management Program; .	Area Foresters, Resource Managers and Sales manager

2.5 PERFORMANCE MEASURE: ***Program Participants*** that utilize *improved planting stock*, including trees derived through *biotechnology*, shall use sound scientific methods and follow all applicable laws and international protocols.

Indicators	Evidence of Compliance	Responsibility
1. *Program* for appropriate research, testing, evaluation, and deployment of *improved planting stock*, including trees derived through *biotechnology*.	EAP, Section 1, Program Description, subsection, Productivity, Indicators 3, 4 and 5. EAP, Silviculture Program. Reference documents: CFRU Annual Reports; Operational Support Group tree improvement cooperatives;	Operations Support and Forestry Manager

<u>Objective 3</u> – To protect water quality in streams, lakes, and other water bodies.

3.1 PERFORMANCE MEASURE: ***Program Participants*** shall meet or exceed all applicable federal, provincial, state, and local water quality laws and meet or exceed *best management practices* developed under U.S. Environmental Protection Agency-approved state water quality programs or other federal, provincial, state, or local programs.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to implement state or provincial *BMPs* during all phases of management activities.	EAP, Soil Management and Water Quality Program and Logging and Transportation Suspension Guidelines Program EAP, Section 2 (Harvesting Practices), Program Description, Indicators 1, 2, 3, 8, 9 and 10 EAP, Section 3 (Water Quality), Program Description, Indicators 1, 2, 3, 4 and 6 <u>Reference Documents</u>: Silvicultural Program; Soil Management and Water Quality Program; Tract files; Field Inspection Reports; MFS BMP Manual; Logging and Transportation Suspension Guidelines; Training File; Harvest Instruction Form; Harvest and Road Construction Contract Language; Harvest Practices Program.	Area Foresters and Resource Managers
2. Contract provisions that specify *BMP* compliance.	EAP, Section 2 (Harvest Practices), Program Description, Indicators 7 and 9 EAP Section 3 (Water Quality) Program Description <u>Resource Documents</u>: Harvest and Road Construction Contract Language: Field Inspection Reports; Tract and Sales Files	Area Foresters, Resource Managers and Senior Resource Manager
3. Plans that address wet-weather events (e.g., *inventory* systems, wet-weather tracts, definitions of acceptable operating conditions).	EAP, Section 2 (Harvest Practices), Program Description, Indicators 3 and 8 EAP, Section 3 (Water Quality), Program Description, Indicators 2 and 3 <u>Reference Documents</u>: Harvest Instruction Form; Field Inspection Reports; Logging and Transportation Suspension Guidelines Program; Soil management and Water Quality Program; Silvicultural Program	Area Foresters and Resource Managers

4. Monitoring of overall *BMP* implementation.	EAP, Section 2 (Harvesting Practices), Program Description, Indicator 8 Resource Documents 10 and 11. EAP, Section 3 (Water Quality), Program Description, Indicator 1 and 3 Resource Documents 1, 2, 5 and 6. EAP, Section 10 (Performance Audit and Review), Program Description, Indicators 2 <u>Reference Documents</u>: Harvest Instruction Form; Field Inspection Reports; Logging and Transportation Suspension Guidelines Program; Soil Management and Water Quality Program; Training Records; Tract and Sales Files; Documentation of Periodic Inspections and Follow-up with Management; SFI Compliance Review and Reporting Program.	Area Foresters and Resource Managers

3.2 PERFORMANCE MEASURE: ***Program Participants*** shall have or develop, implement, and document *riparian protection* measures based on soil type, terrain, vegetation, and other applicable factors.

Indicators	Evidence of Compliance	Responsibility
1. *Program* addressing management and *protection* of streams, lakes, and other water bodies and *riparian* zones.	EAP, Section 3 (Water Quality), Program Description, Indicators 1, 2, 5 and 6 Reference Documents: Soil Management and Water Quality Program; Logging and Transportation Suspension Guidelines Program; BMP and Water Quality Training Records; Harvest Instruction Form; Field Inspection Reports; Maine Forest Service BMP Manual; Riparian Zone Regulations for LURC and Organized Towns.	Forestry Managers, Resource Manager and Area Foresters
2. Mapping of streams, lakes, and other water bodies as specified in state or provincial *BMPs* and, where appropriate, identification on the ground.	EAP, Section 1 (Sustainable Forestry Management), Program Description, subsection, Sustainable Forestry, Indicator 3 EAP, Section 3(Water Quality), Program Description, Indicator 5 Reference Documents: IFMS Files and Maps; IFMS Data Maintenance Procedures; Soil Management and Water Quality Program and Logging and Transportation Suspension Guidelines Program; Compliance incidents (if any); MFS BMP Manual; Harvest Instruction Form	Operational Support Group and Area Foresters
3. Implementation of plans to manage or protect streams, lakes, and other water bodies.	EAP, Section 2 (Harvest Practices), Program Description, Indicators 2, 3 and 8 EAP, Section 3 (Water Quality), Program Description, Indicators 1, 2, 3, 4, 5 and 6 Reference Documents: Soil Management/Water Quality Program; Logging and Transportation Suspension Guidelines Program; Harvest Practices Program; Harvest Instruction Form; Field Inspection Reports; Silvicultural Program; Tract and Sales Files; BMP/Water Quality Training Records, SAWS	Area Foresters and Resource Managers

4. Identification and protection of *nonforested wetlands*, including bogs, fens, vernal pools, and marshes of significant size.	EAP, Section 1 (Sustainable Forestry Management), Program Description, subsection, Sustainable Forestry, Indicator 3 EAP, Section 2 (Harvest Practices), Program Description, Indicators 2, 3 and 8 EAP, Section 3 (Water Quality), Program Description, Indicators 1, 2, 3, 4, 5 and 6 <u>Reference Documents:</u> IFMS Files and Maps; Harvest Instruction Sheet; Field Inspection Reports; Water Quality Compliance Reports; Herbicide manual; BMP/Water Quality training records; MFS BMP Manual; Wildlife Management Program subsection Stand-level Habitat Diversity; Soil Management and Water Quality Program; Logging and Transportation Suspension Guidelines Program, SAWS	Area Foresters and Operations Support Group.
5. Where regulations or *BMPs* do not currently exist to protect riparian areas, use of experts to identify appropriate *protection* measures.		

<u>Objective 4</u> – To manage the quality and distribution of *wildlife habitats* and contribute to the *conservation of biological diversity* by developing and implementing *stand*- and *landscape*-level measures that promote *habitat* diversity and the *conservation* of forest plants and animals, including *aquatic fauna*.

4.1 PERFORMANCE MEASURE: ***Program Participants*** shall have programs to promote *biological diversity* at *stand* and *landscape* levels.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to promote the *conservation* of native biological diversity, including species, *wildlife habitats*, and ecological or natural community types, at *stand* and *landscape* levels.	EAP, Section 4 (Wildlife, Fisheries and Habitat Diversity), Program Description, Habitat Diversity, Species-specific Plans and Cover Type and Habitat Assessment Indicators <u>Reference Documents</u>: Wildlife Management Program; Manomet Vertebrate Habitat Report; Cover Type Assessment for Maine/NH; Biodiversity Indicators Report; Manomet Guidelines; Maine Concept Plan Resource Evaluation Report;	Environmental Science Group &Forestry Manager
2. *Program* to protect *threatened and endangered* species.	EAP, Section, 4, (Wildlife, Fisheries and Habitat Diversity) Program Description, Species-specific Plan Indicators 1, 2, 3 and 5 <u>Reference Documents:</u> Wildlife Management Program, subsection – Forests of Exceptional Conservation Value. Bald Eagle Management Guidelines for Maine;	Environmental Science Group & Forestry manager
3. Plans to locate protect known sites associated with viable occurrences of *critically imperiled* and *imperiled* species and communities. Plans for *protection* may be developed independently or collaboratively and may include *Program Participant* management cooperation with other stakeholders, or use of easements, *conservation* land sales, exchanges, or other *conservation* strategies.	EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Species-specific Plan Indicators 1, 3 and 5 EAP, Wildlife Management Program subsection - Forests of Exceptional Conservation Value. EAP, Section 5 (Special Sites), Program Description, Indicators 1, 2, 3 and 4 <u>Reference Documents:</u> Wildlife Management Program; G1/G2 Report from Maine Natural Areas Program; IFMS Files and Maps; Natural Areas / Heritage Inventory; Management plans for special sites; Harvest Instruction Form and Field Inspection Reports	Forestry Manager, Resource Managers & Area Foresters

4. Development and implementation of criteria, as guided by regionally appropriate science, for retention of *stand*-level *wildlife habitat* elements (e.g., snags, mast trees, down woody debris, den trees, nest trees).	EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Habitat Diversity Indicators 1, 2 and 4 Reference Documents: Wildlife Management Program, subsection, Stand Level Habitat Diversity: Harvest Instruction Form; Field Inspection Reports; Manomet Guidelines; Biodiversity Indicators Report;	Environmental Science Group, Forestry Manager & Resource Managers
5. Assessment, conducted individually or collaboratively, of forest cover types and *habitats* at the individual ownership level and, where credible data area available, across the *landscape*, and incorporation of findings into planning and management activities, where practical and when consistent with management objectives.	EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Cover Type and Habitat Assessment Indicators 1 and 2 Reference Documents: Cover Type Assessment for Maine/New Hampshire.	Environmental Science Group, Operations Support and Forestry Manager.
6. Support of and participation in plans or *programs* for the *conservation* of *old-growth forests* in the region of ownership.	EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Habitat Diversity Indicators 3 and 4 EAP, Wildlife Management Program, subsection, Forests of Exceptional Conservation Value. EAP, Section 7 (Proactive Alliances), Program Description, subsection, Alliances and Indicator 1. Reference Documents: Manomet Guidelines; Cover Type Assessment for PC Maine/NH. Manomet Biodiversity Indicator Report. Manomet Rapid Assessment of Late-Successional Index for Northern Hardwoods and Spruce-Fir Forests;	Environmental Science Group, General Manager and Forestry Manager
7. Participation in *programs* and demonstration of activities as appropriate to limit the introduction, impact, and spread of invasive exotic plants and animals that directly threaten or are likely to threaten native plant and animal communities.	EAP, Section 1(Sustainable Forest Management), Program Description, subsection, Forest Health and Indicator 1. EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Invasive Plants and Prescribed Fire Indicator 1. Reference Documents: State Pest Alerts	Resource Managers & Area Foresters
8. *Program* to incorporate the role of prescribed or natural fire where appropriate.	EAP, Section 4(Wildlife, Fisheries and Habitat Diversity), Program Description, Invasive Plants and Prescribed Fire Indicator 2.	Environmental Science Group and Forestry Manager

4.2 PERFORMANCE MEASURE: ***Program Participants*** shall apply knowledge gained through research, science, technology, and field experience to manage *wildlife habitat* and contribute to the *conservation of biological diversity.*

Indicators	Evidence of Compliance	Responsibility
1. Collection of information on *critically imperiled* and *imperiled* species and communities and other *biodiversity*-related data through forest *inventory* processes, such as NatureServe, state or provincial heritage programs, or other credible systems. Such participation may include providing nonproprietary scientific information time, and assistance by staff or in-kind or direct financial support.	EAP, Section 4, (Wildlife, Fisheries and Habitat Diversity)Program Description. Species-specific Plan Indicators 1, and Cover Type and Habitat Assessment Indicator 2. EAP Wildlife Management Program, subsection Forests of Exceptional Value. EAP, Section 5 (Special Sites), Program Description, Indicators, 1 and 3 Reference Documents: Wildlife Management Program; Biodiversity In the Forests of Maine; Guidelines for Forest Management; Cover Type Assessment for Maine/ NH; Biodiversity Indicators Report; Manomet Guidelines and Rapid Assessment Technical Note; G1/G2 Report from Maine Natural Areas Program; IFMS Maps and Files; Management plans for Special Sites.	Environmental Science Group & Forestry Manager
2. A methodology to incorporate research results and field applications of *biodiversity* and ecosystem research into forest management decisions.	EAP, Section 5 (Special Sites), Program Description, Indicator 2 and 4 EAP, Section 7 (Proactive Alliances), Research and Training/Education Program Descriptions, Indicators 1 and 2 Reference Document: Wildlife Management Program subsection. Stand-level Habitat Diversity-Monitoring and Continuous Improvement; Natural Areas/Heritage Inventory; Harvest Instruction Form and Field Inspection Reports; Biodiversity Indicators Report; CFRU Participation;	Environmental Science Group, Resource Managers & Forestry manager

<u>Objective 5</u> – To manage the visual impact of harvesting and other forest operations.

5.1 PERFORMANCE MEASURE: ***Program Participants*** shall manage the impact of harvesting on *visual quality*.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to address *visual quality management.*	EAP, Section 6 (Aesthetics), Program Description, Indicator 1 <u>Reference Document: Aesthetics program</u>; SIC Aesthetics Training Module.	Area Foresters, Resource Managers and Senior Resource Manager
2. Incorporation of aesthetic considerations in harvesting, road, landing design and management, and other management activities where visual impacts are a concern.	EAP, Section 6 (Aesthetics), Indicators 1, 2, 3, 4 and 5 <u>Reference Documents</u>: Forest Practice Act regeneration requirements; Aesthetics Program, Regeneration inspection reports; Harvest Practices Program; Harvest Instruction Form and Field Inspection Reports	Area Foresters and Resource Managers.

5.2 PERFORMANCE MEASURE: ***Program Participants*** shall manage the size, shape, and placement of clearcut harvests.

Indicators	Evidence of Compliance	Responsibility
1. Average size of clearcut harvest areas does not exceed 120 acres, except when necessary to respond to *forest health* emergencies or other natural catastrophes.	EAP, Section 6(Aesthetics), Program Description, Indicator 4 Reference Documents: Clearcut acreage calculations-average size; IFMS files and maps; Aesthetic Program.	Area Foresters, Resource Managers and Senior Resource Manager.
2. Documentation through internal records of clearcut size and the process for calculating average size.	EAP, Section 1 (Sustainable Forestry Management), Program Description, Subsection, Sustainable Forestry, Indicator 3 EAP, Section 6 (Aesthetics), Program Description, Indicators 1 and 4 Reference Documents: IFMS Files and Maps; Updated Forest Inventory; Forest Aesthetics Training Module; Forest Practices Act regeneration requirements; Clearcut acreage calculations-average size; Harvest Instruction Form and Field Inspection Reports; Aesthetic Program.	Operations Support and Area Foresters

5.3 PERFORMANCE MEASURE: ***Program Participants*** shall adopt a *green-up requirement* or alternative methods that provide for *visual quality*.

Indicators	Evidence of Compliance	Responsibility
1. *Program* implementing the *green-up requirement* or alternative methods.	EAP, Section 6 (Aesthetics), Program Description, Indicator 1 and 4 Reference Documents: Forest Practices Act regeneration requirements; Regeneration inspection reports; Clearcut acreage calculations-average size; Harvest instruction form and Field Inspection Reports; Aesthetic Program.	Area Foresters, Resource Managers and Senior Resource Manager.
2. Harvest area tracking system to demonstrate compliance with the *green-up requirement* or alternative methods.	EAP, Section 1(Sustainable Forestry Management), Program Description, subsection, Sustainable Forestry, Indicator 3 EAP, Section 6 (Aesthetics), Program Description, Indicator 1 Reference Document: IFMS Files and Maps; Updated Forest Inventory ; Field Inspection Reports; State Regeneration reports; Aesthetic Program.	Operations Support Group and Area Foresters
3. Trees in clearcut harvest areas are at least 3 years old or 5 feet high at the desired level of stocking before adjacent areas are clearcut, or as appropriate to address operational and economic considerations, alternative methods to reach the *performance measure* are utilized by the *Program Participant*.	EAP, Section 6 (Aesthetics), Indicator 4 Reference Document: SIC Aesthetic Training Module; Forest Practices regeneration requirements; Regeneration inspection reports; Latest clearcut reports to State; Aesthetic Program.	Area Foresters

<u>Objective 6</u> – To mange *Program Participant* lands that are ecologically, geologically, historically, or culturally important in a manner that recognizes their special qualities.

6.1 PERFORMANCE MEASURE: ***Program Participants*** shall identify special sites and manage them in a manner appropriate for their unique features.

Indicators	Evidence of Compliance	Responsibility
1. Use existing natural heritage data and expert advice in identifying or selecting sites for *protection* because of their ecologically, geologically, historically, or *culturally important* qualities.	EAP, Section 5 (Special Sites), Program Description, Indicator 1 <u>Reference Documents:</u> IFMS Maps and Files; Natural Areas / Heritage Inventory	Area Foresters, Resource Managers, Forestry Manager and Environmental Science Group
2. Appropriate mapping, cataloging, and management of identified sites.	EAP, Section 1(Sustainable Forestry Management), Program Description, Subsection Sustainable Forestry, Indicator 3 EAP, Section 5 (Special Sites) Program Description, Indicators 2, 3 and 4 EAP, Section 4 (Wildlife and Fisheries), Program Description, Species-specific Plans Indicators 1 and 5 and <u>Reference Documents</u>: IFMS Files and Maps; IFMS Data Maintenance Procedures and Program; Management Plans for special sites; Harvest Instruction Form and Field Inspection Reports; Wildlife Program; G1/G2 Report from Maine Natural Areas Program; Manomet Guidelines	Area Foresters and Operations Support Group

<u>Objective 7</u> – To promote the efficient use of forest resources.

7.1 PERFORMANCE MEASURE: ***Program Participants*** shall employ appropriate forest harvesting technology and "in-woods" manufacturing processes and practices to *minimize* waste and ensure efficient utilization of harvested trees, where consistent with other SFI Standard *objectives.*

Indicators	Evidence of Compliance	Responsibility
1. *Program* or monitoring system to ensure efficient utilization, which may include provisions to ensure a. landings left clean with little waste; b. residues distributed to add organic and nutrient value to future forests; c. training or incentives to encourage loggers to enhance utilization; d. cooperation with mill managers for better utilization of species and low-grade material; e. merchandizing of harvested material to ensure use for its most beneficial purpose; f. development of markets for underutilized species and low-grade wood; g. periodic inspections and reports noting utilization and product separation; or h. exploration of alternative markets (e.g., energy markets).	EAP Section 2, Program Description , Indicator 4 and <u>Reference Documents</u>: Contract language, Sales files and Field Inspection Reports. EAP, Forest Utilization Program. EAP Section 7, Program Description, Subsection Training/Education and Indicator 2 a. Landings. Contract Specifications Exhibit B. b. Manomet Guidelines; Harvest Instruction Form; Field Inspection Reports c. Field Inspection Reports; Contracts-Harvest / Forest Products Sales; Marketing Informational Sharepoint Site; Logger pay differential program skewed toward high-value products. d. Notes and records of regular meetings with customers in Log Sales Manager files; negotiated specifications with mills in files; e. Plum Creek integrated merchandizing yards located in 5 strategic locations. Contracts-Harvest / Forest Products Sales f. Plum Creek integrated merchandizing yards located in 5 strategic locations to capture value on low-value species such as cedar and firewood g. Utilization is tracked by Resource Unit through accounting reports; h. Utilize merchandizing yards to develop niche markets for alternative uses such Hornbeam, cedar and wood for musical instruments; Maine region leads company in biomass market development.	Log Sales Manager is responsible for prices, delivery points, market development and pricing. Resource Managers and direct reports are responsible for delivering forecasted volumes, by product, to designated mills.

SFIS Objective for Procurement

<u>Objective 8</u> – To broaden the practice of *sustainable forestry* through *procurement programs.*

<u>Procurement from sources within the United States and Canada (8.1 - 8.4 apply)</u>

8.1 PERFORMANCE MEASURE: ***Program Participants*** shall encourage landowners to *reforest* following harvest, to use *BMPs*, and to identify and protect habitat elements for *wildlife*, including *critically imperiled* and *imperiled* species and communities.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to supply regionally appropriate information or services to forest landowners, describing the importance and providing implementation guidance on *a. BMPs* b. reforestation; c. visual quality management; and d. *conservation* of critical *wildlife habitat* elements, *threatened and endangered* species, and *critically imperiled* and *imperiled* species and communities.	The Maine / New Hampshire Unit does not engage in procurement activities.	

8.2 PERFORMANCE MEASURE: ***Program Participants*** shall encourage landowners to utilize the services of *qualified resource professionals* and *qualified logging professionals* in applying principles of sustainable forest management on their lands.

Indicators	Evidence of Compliance	Responsibility
1. *Program* to promote the use of *qualified resource professionals* and *qualified logging professionals.*	NA	
2. List of *qualified logging professionals* maintained by *Program Participant*, state agency, loggers' association, or other organization.	NA	

8.3 PERFORMANCE MEASURE: ***Program Participants*** shall clearly define and implement policies to ensure that mill inventories and *procurement* activities do not compromise adherence to the principles of *sustainable forestry*.

Indicators	Evidence of Compliance	Responsibility
1. *Program* for the purchase of raw material from *qualified logging professionals*, *wood producers*, and *other wood suppliers.*	NA	
2. *Program* to ensure that harvest of *purchased stumpage* comply with *BMPs*.	NA	
3. *Program* to address adverse weather conditions.	NA	

8.4 PERFORMANCE MEASURE: ***Program Participants*** shall monitor the effectiveness of efforts to promote *reforestation* and *BMPs*, using public or private sources of information.

Indicators	Evidence of Compliance	Responsibility
1. A *verifiable monitoring system* to a. Evaluate the results of promoting *reforestation* across the *wood and fiber supply area*; b. Monitor the use of *BMPs* by wood producers supplying the *Program Participant*; and c. *Evaluate* the results of promotion and use of *BMPs* across the *wood and fiber supply area.*	NA	
2. Use of information from the *verifiable monitoring system* to set goals to improve, over time, rates of *BMP* compliance.	NA	

SFIS Objective for Forestry Research, Science, and Technology

<u>Objective 9</u> – To improve forestry research, science, and technology, upon which sound forest management decision are based.

9.1 PERFORMANCE MEASURE: ***Program Participants*** shall individually, through cooperative efforts, or through associations provide in-kind support or funding, in addition to that generated through taxes, for forest research to improve the health, *productivity*, and management of forest resources.

Indicators	Evidence of Compliance	Responsibility
1. Current financial or in-kind support of research to address questions of relevance in the region of operations. The research will include some or all of the following issues: a. *forest health, productivity*, and ecosystem functions; b. chemical efficiency, use rate, and *integrated pest management*; c. water quality d. *wildlife* management at *stand* or *landscape* levels; e. *conservation* of *biological diversity*; and f. effectiveness of *BMPs*.	EAP, Section 7 (Proactive Alliances and Cooperative Involvement), Program Description, subsection, Research, Indicator 1 Financial and managerial involvement in CFRU, NCASI providing access to our lands for research projects. In addition Plum Creek has a close working relationship with Manomet Center for Conservation Science Participation in NE BMP Effectiveness Monitoring Reference Documents: List of organizations involved in	General Manager and Forestry Manager

9.2 PERFORMANCE MEASURE: ***Program Participants*** shall individually, through cooperative efforts, or through associations develop or use state provincial, or regional analyses in support of their *sustainable forestry programs.*

Indicators	Evidence of Compliance	Responsibility
1. Participation, individually or through cooperative efforts or associations at the state, provincial, or regional level, in the development or use of a. Regeneration assessments; b. *Growth-and-drain* assessments; c. *BMP* implementation and compliance; and d. *Biodiversity conservation* information for family forest owners.	EAP, Section 7(Proactive Alliances), Program Description, subsection, Alliances and Training/Education, Indicators 1 and 3 EAP, Section 1 (Sustainable Forestry Management), Program Description, subsection, Productivity, Indicator 3. EAP, Section 8 (Private Land Leadership), Indicator 1 <u>Reference Documents</u>: File of Organizations involved in, CFRU and NCASI reports, SWOAM Landowner Handbook	Operations Support and Forestry Manager

SFIS Objective for Training and Education

<u>Objective 10</u> – To improve the practice of sustainable forest management by resource professionals, logging professionals, and contractors through appropriate training and education *programs*.

10.1 PERFORMANCE MEASURE: ***Program Participants*** shall require appropriate training of personnel and contractors so that they are competent to fulfill their responsibilities under the SFI Standard.

Indicators	Evidence of Compliance	Responsibility
1. Written statement of commitment to the SFI Standard communicated throughout the organization, particularly to mill and woodland managers, *wood procurement* staff, and field foresters.	EAP, Section 10 (Performance, Audit and Reviews), Policy	General Manager
2. Assignment and understanding of roles and responsibilities for achieving SFI Standard *objectives*.	Indicators and Evidence Document, Responsibility Section EAP, Section 10(Performance, Audit and Reviews), Program Description, Indicators 1, 2 and 3 Reference Documents: Documentation of periodic inspections and follow-up with Managers; SFI Third Party certification documents; Staff annual goals	General Manager, Senior Resource Manager and Resource Managers
3. Staff education and training sufficient to their roles and responsibilities.	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Education/Training, Indicator 2 <u>Reference Documents</u>: Meeting Agendas, SIC Training, Programs and Training Matrix EAP, Section 10 (Performance, Audit and Review), Indicator 1 <u>Reference Documents:</u> Meeting Agendas, Training and Education Records; SIC Outreach/Training Programs; Periodic operational and office inspections for SFI Compliance; Training Matrix	Senior Resource Manager, Resource Managers and Forestry Manager.
4. Contractor education and training sufficient to their roles and responsibilities.	EAP, Section 7 (Proactive Alliances), Program Description, Subsection, Training/Education, Indicator 2 <u>Reference Documents:</u> Meeting Agendas, Training and Education Records; SIC Outreach/Training Programs . On-line records of contractor CLP training	Area Foresters and Resource Managers

10.2 PERFORMANCE MEASURE: ***Program Participants*** shall work closely with state logging or forestry associations, or appropriate agencies or others in the *forestry* community, to foster improvement in the professionalism of *wood producers*.

Indicators	Evidence of Compliance	Responsibility
1. Participation in or support of *SFI Implementation Committees* to establish criteria and identify delivery mechanisms for *wood producers'* training courses that address a. awareness of *sustainable forestry principles* and the SFI Program; b. *BMPs*, including streamside management and road construction, maintenance, and retirement; c. regeneration, forest resource *conservation*, and aesthetics; d. awareness of responsibilities under the U.S. Endangered Species Act, the Canadian Species at Risk Act, and other measures to protect *wildlife habitat*; e. logging safety; f. U.S. Occupational Safety and Health regulations, wage and hour rules, and other employment laws; g. transportation issues; h. business management; and i. public policy outreach.	EAP, Section 7 (Proactive Alliances), Program Description subsections, Training/Education and Alliances, Indicators 1 and 2 <u>Reference Documents</u>: Meeting Agendas, Training and Education Records; SIC Outreach/Training Programs.. EAP, Section 9 (Public Land Policy), Program Description, Indicator 1 Reference Documents: List of organizations supported or positions held; List of projects done with and in support of public lands.	Forestry Manager

SFIS Objective for Legal and Regulatory Compliance

<u>Objective 11</u> – Commitment to comply with applicable federal, provincial, state, or local laws and regulations.

11.1 PERFORMANCE MEASURE: ***Program Participants*** shall take appropriate steps to comply with applicable federal, provincial, state, and local forestry and related environmental laws and regulations.

Indicators	Evidence of Compliance	Responsibility
1. Access to relevant laws and regulations in appropriate locations.	EAP, Section 10 (Performance, Audit and Reviews), Program Description, Indicator 7 Reference Documents: Company website; office libraries; Maine Forester certification program	Area Foresters and Resource Managers
2. System to achieve compliance with applicable federal, provincial, state, or local laws and regulations.	EAP, Section 10 (Performance Audit and Reviews), Program Description, Indicators 1, 2, 3, 4 and 7 EAP, Section 2 (Harvest Practices), Program Description, Indicators 1, 2, 3, 6, 7, 8, 9 and 10 <u>Reference Documents:</u> Periodic operational and office inspections for SFI Compliance; Appraisal of upper management process to achieve SFI compliance; Timely and successful completion of third party audits for SFI compliance; Harvest Instruction Form and Field Inspection Reports; IFMS Files, Maps and SAWS; Repeatable Regional BMP Protocol and Manual	Resource Managers, Senior Resource Manager and Area Foresters
3. Demonstration of commitment to legal compliance through *available regulatory action information*.	EAP, Section 10 (Performance, Audit and Reviews), Program Description, Indicator 7 <u>Reference Document</u>: Unit regulatory compliance files.	Area Foresters, Resource Managers
4. Adherence to all applicable federal, state, and provincial regulations and international protocols for research and deployment of trees derived from *improved planting stock* and *biotechnology*.	Not Applicable	Forestry Manager and Regional Manager

11.2 PERFORMANCE MEASURE: ***Program Participants*** shall take appropriate steps to comply with all applicable social laws at the federal, provincial, state, and local levels in the country in which the *Program Participant* operates.

Indicators	Evidence of Compliance	Responsibility
1. Written *policy* demonstrating commitment to comply with social laws, such as those covering civil rights, equal employment opportunities, antidiscrimination and antiharassment measures, workers' compensation, indigenous peoples' rights workers' and communities' right to know, prevailing wags, workers' right to organize, and occupational health and safety.	Plum Creek Code of Conduct (PC Employee Resource Center and Company Intra-net) Office postings of Worker's Compensation Regulations	Pat Todd, Human Resources

SFIS Objective for Public and Landowner Involvement in the Practice of Sustainable Forestry

<u>Objective 12</u> – To broaden the practice of *sustainable forestry* by encouraging the public and forestry community to participate in the commitment to *sustainable forestry* and publicly report progress.

12.1 PERFORMANCE MEASURE: ***Program Participants*** shall support and promote efforts by consulting foresters, state and federal agencies, state or local groups, professional societies, and the *American Tree Farm System*® and other landowner cooperative programs to apply principles of sustainable forest management.

Indicators	Evidence of Compliance	Responsibility
1. Support for efforts of *SFI Implementation Committees*.	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Alliances, Indicator 1 EAP, Section 8 (Private Landowner Leadership), Program Description, Indicators 1 and 2 EAP, Section 9 Public Land Policy), Program Description, Indicators 1 and 2 <u>Reference Documents:</u> Files of organizations supported; List of projects done in support of public lands; SIC funding records	General Manager and Forestry Manager
2. Support for the development and distribution of educational materials, including information packets for use with forest landowners.	EAP, Section 7 (Proactive Alliances), Program Description, subsection Alliances, Indicator 1 and 3 <u>Reference Documents</u>: File of organizations supported; SWOAM's Landowner Handbook.	Forestry Manager and General Manager
3. Support for the development and distribution of regional or statewide information materials that provide landowners with practical approaches for addressing *biological diversity* issues, such as specific *wildlife habitat, critically imperiled* or *imperiled* species, and *threatened and endangered* species.	EAP, Section 7 (Proactive Alliances), Program Description, subsection Alliances, Indicator1 and 3 EAP, Section 7 (Proactive Alliances), Program Description, subsection, Research, Indicator 1 <u>Reference Documents</u> File of organizations joined; SWOAM Handbook; Websites for Manomet and CFRU; *Biodiversity in Forests of Maine Handbook.*	Forestry Manager and General Manager
4. Participation in efforts to support or promote *conservation* of working forests through voluntary market-based incentive *programs* (e.g., current-use taxation programs, Forest Legacy, or conservation easements).	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Alliances, Indicator 6 Reference Document : Kirsten Smith Memo dated June 6, 2006 and updated as requested; Conservation easements related to Maine Concept Plan.	Corporate Affairs representative and General Manager

5. *Program Participants* are knowledgeable about credible regional *conservation* planning and priority-setting efforts that include a broad range of stakeholders. Consider the results of these efforts in planning where practical and consistent with management objectives.	EAP, Section 7 (Proactive Alliances), Program Description, subsection Alliances, Indicator 6 Reference Document : Maine Concept Plan and the LURC process.	Forestry Manager and General Manager

12.2 PERFORMANCE MEASURE: ***Program Participants*** shall support and promote, at the state, provincial or other appropriate levels, mechanisms for public outreach, education, and involvement related to forest management.

Indicators	Evidence of Compliance	Responsibility
1. Support for the *SFI Implementation Committee* program to address outreach, education, and technical assistance (e.g., toll-free numbers, public sector technical assistance programs).	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Training/Education, Indicators 2 and 3 and EAP, Section 9 (Public Land Policy), Program Description, Indicator 1 and2 Reference Documents: Toll Free Number in Maine is 1-888-SFI-GOAL; List of organizations joined and supported; SIC Outreach/Training Program;	General Manager and Forestry Manager
2. Periodic educational opportunities promoting *sustainable forestry*, such as a. field tours, seminars or workshops; b. educational trips; c. self-guided forest management trails; or d. publication of articles, educational pamphlets, or newsletters.	EAP, Section 7 (Proactive Alliances), Program Description, subsection Training/Education, Indicators 2 and 3 Reference Documents: Meeting agendas-Training and Education; SIC Outreach/Training Program; CFRU website and Manomet Center publications describing workshops with Plum Creek (eg. Biodiversity indicators).	Forestry Manager
3. Support for state, provincial, and local forestry organizations and soil and water *conservation* districts.	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Alliances, Indicator 1 EAP, Section 9 (Public Land policy), Program Description, Indicators 1 and 2 Reference Documents: List of organizations joined and supported; List of projects done in support of public lands.	General Manager and Forestry Manager
4. Recreation opportunities for the public, where consistent with forest management objectives.	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Recreation, Indicators 4, 5 and 6. Reference Documents: Open Lands Policy; Plum Creek sportsman's map for Maine; Maine ATV map and Maine Snowmobile Trail Map	Senior Resource Manager and Resource Managers

12.3 PERFORMANCE MEASURE: ***Program Participants*** with forest *management responsibilities on public lands* shall participate in the development of *public land* planning and management processes.

Indicators	Evidence of Compliance	Responsibility
1. Involvement in *public land* planning and management activities with appropriate governmental entities and the public.	NA.	
2. Appropriate contact with local stakeholders over forest management issues through state, provincial, federal, or independent collaboration.	NA	

12.4 PERFORMANCE MEASURE: ***Program Participants*** with forest *management responsibilities on public lands* shall confer with affected indigenous peoples.

Indicators	Evidence of Compliance	Responsibility
1. *Program* that includes communicating with affected indigenous peoples to enable *Program Participants* to a. Understand and respect *traditional forest-related knowledge*; b. Identify and protect spiritually, historically, or *culturally important* sites; and c. Address the sustainable use of nontimber forest products of value to indigenous peoples in areas where *Program Participants* have *management responsibilities on public lands*.	NA	

12.5 PERFORMANCE MEASURE: ***Program Participants*** shall establish, at the state, provincial, or other appropriate levels, procedures to address concerns raised by loggers, consulting foresters, employees, the public, or *Program Participants* regarding practices that appear inconsistent with the SFI Standard *principles* and *objectives*.

Indicators	Evidence of Compliance	Responsibility
1. Support for *SFI Implementation Committee* efforts (toll-free numbers and other efforts) to address concerns about apparent nonconforming practices.	EAP, Section 7 (Proactive Alliances), Program Description, subsection, Training/Education, Indicator 1 Reference Documents: Toll Free Number in Maine is 1-888-SFI-GOAL; List of organizations joined and supported; SIC Outreach/Training Program	General Manager and Forestry Manager
2. Process to receive and respond to public inquiries.	EAP, Section 7, Program Description, subsection, Training/Education, Indicator 1 Reference Document Website for Toll Free Number in Maine is 1-888-SFI-GOAL, and inconsistent practices protocol.	Resource Managers and Forestry Manager

12.6 PERFORMANCE MEASURE: ***Program Participants*** shall report annually to the SFI Program on their compliance with the SFI Standard.

Indicators	Evidence of Compliance	Responsibility
1. Prompt response to the SFI annual progress report.	EAP, Section, 10 (Performance, Audit and Review), Program Description, Indicators 6 Reference Documents: Latest Annual report to SFI/SIC	Operations Support Group; VP Environmental Affairs
2. Record keeping for all the categories of information needed for SFI annual progress reports.	EAP, Section 10 (Performance Audit and Review), Program Description, Indicator 6 Reference Document: Latest Annual report to SFI/SIC	Operations Support Group; VP Environmental Affairs
3. Maintenance of copies of past reports to document progress and improvements to demonstrate conformance to the SFI Standard.	EAP, Section 10, Program Description Reference Document: Latest Annual report to SFI/SIC	Operations Support Group; VP Environmental Affairs

SFIS Objective for Management Review and Continual Improvement

<u>Objective 13</u> – To promote continual improvement in the practice of *sustainable forestry* and monitor, measure, and report performance in achieving the commitment to *sustainable forestry*.

13.1 PERFORMANCE MEASURE: ***Program Participants*** shall establish a management review system to examine findings and progress in implementing the SFI Standard, to make appropriate improvements in *programs*, and to inform their employees of changes.

Indicators	Evidence of Compliance	Responsibility
1. System to review commitments, *programs*, and procedures to evaluate effectiveness.	EAP, Section 10 (Performance Audit and Review), Program Description, Indicator 1, 2, 3 and 6 <u>Reference Documents</u>: Documentation of periodic inspections and followup with Managers; SFI Management Review Systems/Program. EAP, SFI Compliance, Review and Reporting Program	Senior Resource Manager and General Manager
2. System for collecting, reviewing, and reporting information to management regarding progress in achieving SFI Standard *objectives* and *performance measures*.	EAP, Section 10 (Performance Audit and Review), Program Description, Indicator 2 and 3 <u>Reference Documents</u>: Documentation of periodic inspections and followup with Managers; SFI Management Review Systems/Program	Senior Resource Manager and General Manager
3. Annual review of progress by management and determination of changes and improvements necessary to continually improve SFI conformance.	EAP, Section 10 (Performance Audit and Review), Program Description, Indicator 3 <u>Reference Document</u>: SFI Management Review Systems/Program.	General Manager, Senior Resource Manager and Resource Managers

APPENDIX B

Plum Creek Maine and New Hampshire Environmental Action Plan

Plum Creek
Maine and New Hampshire Environmental Action Plan

Table of Contents

I. Environmental Action Plan
Introduction and Regional Information 2
1. Sustainable Forest Management 8
Sustainable Forestry 8
Productivity 8
Forest Health 9
Pesticide Use Safety 9
2. Harvest Practices 12
3. Water Quality 14
4. Wildlife, Fisheries & Habitat Diversity 15
Habitat Diversity 15
Species Specific Plans 16
Cover Type and Habitat Assessments 16
Invasive Plants and Prescribed Fire 17
5. Special Sites 19
6. Aesthetics 20
7. Proactive Alliances & Cooperative Involvement 21
Research 21
Training and Education 22
Alliances 22
Recreation 23
8. Private Landowner Leadership 24
9. Public Land Policy 25
10. Performance Audits & Review 26

II. Programs
1. Aesthetics Program 28
2. Forest Health Program 30
3. Forest Utilization Program 31
4. Harvest Practices 33
5. New England IFMS Policies and Procedures 34
6. Logging and Transportation Suspension Guidelines 35
7. Pesticide Program 36
8. SFI Compliance, Review and Reporting Program 37
9. Silvicultural Program 39
10. Soil Management and Water Quality Program 40
11. Training/Education Program 42
12. Wildlife Management Program 44

III. Indicators and Evidence Manual (separate document)

IV. Reference Documents (separate file)

Introduction

Ownership Location

This EAP covers Plum Creek/s ownership in the State on Maine and New Hampshire (see Ownership Map following Introduction). The vast majority of the land base of 962,234 acres is located in Maine at 929,477acres and New Hampshire with 32,757 acres.

History

Plum Creek purchased its land base in four different transactions starting in 1997. The initial and largest purchase of 905,000 acres was from Sappi Fine Papers in 1998. The next addition took place in 1999 with an acquisition of 12,000 acres. The New Hampshire lands were made in one transaction from Hancock Timber in 2003 for 33,000 acres. The latest purchase of 48,000 acres occurred in 2004 and was acquired from Hancock as well. Accounting for the subsequent sale of some parcels, the gross total acreage of Plum Creek property in Maine and New Hampshire is 962,234 acres.

This land has a long history of ownership by large commercial forest landowners. Much of the land has always been timberland as it was very marginal for farming in relation to other accessible areas in the mid-west. The 100,000 or so acres that were farmed reverted to forestland starting as early as the mid 19th century, accelerating during poor economic times such as the post WW 1 and the1930's depression eras. The placement of a softwood pulpwood mill on the lower Kennebec River in Maine late in the 19th century contributed to having the land consolidated into large contiguous blocks. Spruce and fir were the species of choice and could be transported by river drive. With limited road transportation, the mill owners concentrated their land purchases in the Kennebec water shed and were able to block up significant acreages. The purchases from Hancock shared the same history but were on other drainages.

Forest Condition

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

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

Although natural regeneration is relied upon most frequently, approximately 60,000 acres of forestland has been planted to softwood species, usually on sites previously supporting either hardwood or mixedwood. Red pine, black and white spruce, jack pine and larch were the chosen species for planting. Over time, favored species have changed moving from jack pine to red pine and then to spruce. Approximately 60,000 acres of natural spruce and fir regeneration have been pre-commercially thinned.

A significant commercial thinning program is now under way in these pre-commercially thinned softwood stands.

Integrated with planting and pre-commercial thinning, herbicide for softwood release and site preparation has been part of the silviculture program. These practices started in the early 1980's, achieved their greatest use by 1990 and are currently minor activities.
Mature stands, regardless of species composition, tend to be past an age suitable for thinning and are almost invariably in need of regeneration harvests. Past hi-grading in hardwood and mixedwood stands has only intensified the need to regenerate older forests.

Plum Creek timberlands display good growth rates. Much of the land has gentle relief and good drainage. About 100,000 acres were, farmed at an earlier time because of their better soil characteristics.

Certification Record
Plum Creek has managed its forestlands to the Sustainable Forestry Initiative Standards (SFIS) since the SFI Program was developed. Plum Creek has all its lands third party certified to the SFIS, with audits conducted in Maine in 1999 and 2002.

Administration
Plum Creek maintains offices that are well situated to administer the various activities on the land base (see ownership map). Field offices are located in the towns of Bingham and Greenville and the Township of Johnson Mountain. The acreage administered from the offices is approximately 364,000, 259,000 and 339,000 respectively. A Regional Headquarters office is located in Fairfield which provides local and regional staff support.

Harvesting, road building/maintenance, silviculture activities and some merchandizing is done by a contract labor force of about 250 people. Plum Creek supports an employee work force of over 45 people engaged in supervisory, management, accounting and merchandizing functions (see following Organizational Table). Plum Creek's land base is within commuting distance of numerous communities which provide a majority of its work force.

There are multiple markets for most species and product grades. Most of theses markets have been in existence for many years and provide volume and pricing stability. Over 10,000 people are employed by the mills supplied by Plum Creek's land base.

Regulatory Structure
Several different governmental layers in Maine and New Hampshire have jurisdiction over forestry related activities.

In Maine, the State and Organized towns (see State Map) have the greatest control with county government having a minor role in taxation and regulatory matters. Maine is a "home rule" state which means that organized towns can pass ordinances to preempt state law providing their rules are not less restrictive. Maine is also a referendum state and allows public voted mandates to become law. Both home rule and referendum activities have influenced forestry practices at the state and local level. About ½ of Maine has such a low population that towns have never formed their own local governments (organized towns). These unorganized towns are administered by the state through a Land Use Regulation Commission (LURC), county government and the Legislature. Laws specific to timber harvesting in protection zones, such as streams and ponds, specific to development and specific for some wildlife habitats are different from the organized portions of Maine. Except for wildlife habitats, these differences have not been of significance to timberland owners operating in both jurisdictions.

In New Hampshire, county government plays a strong role in regulatory and taxation matters, particularly in towns not having local government. New Hampshire has current use taxation for forestland but in addition has a severance tax on harvested wood. In general, New Hampshire's current use and the severance tax would equate to Maine's Tree Growth Tax structure but is more complicated to administer.

Both states (including local governments) have good regulatory oversight over the natural resources. In both states, harvesting is regulated in high mountain areas, riparian zones and in special habitats like deer wintering areas. Maine's harvesting restrictions cover all other forested lands while New Hampshire restricts harvesting limitations to road sides. Maine also has a Harvest Liquidation Law that governs harvest practices on parcels harvested and sold within five years of purchase.

Public Use of Company Lands

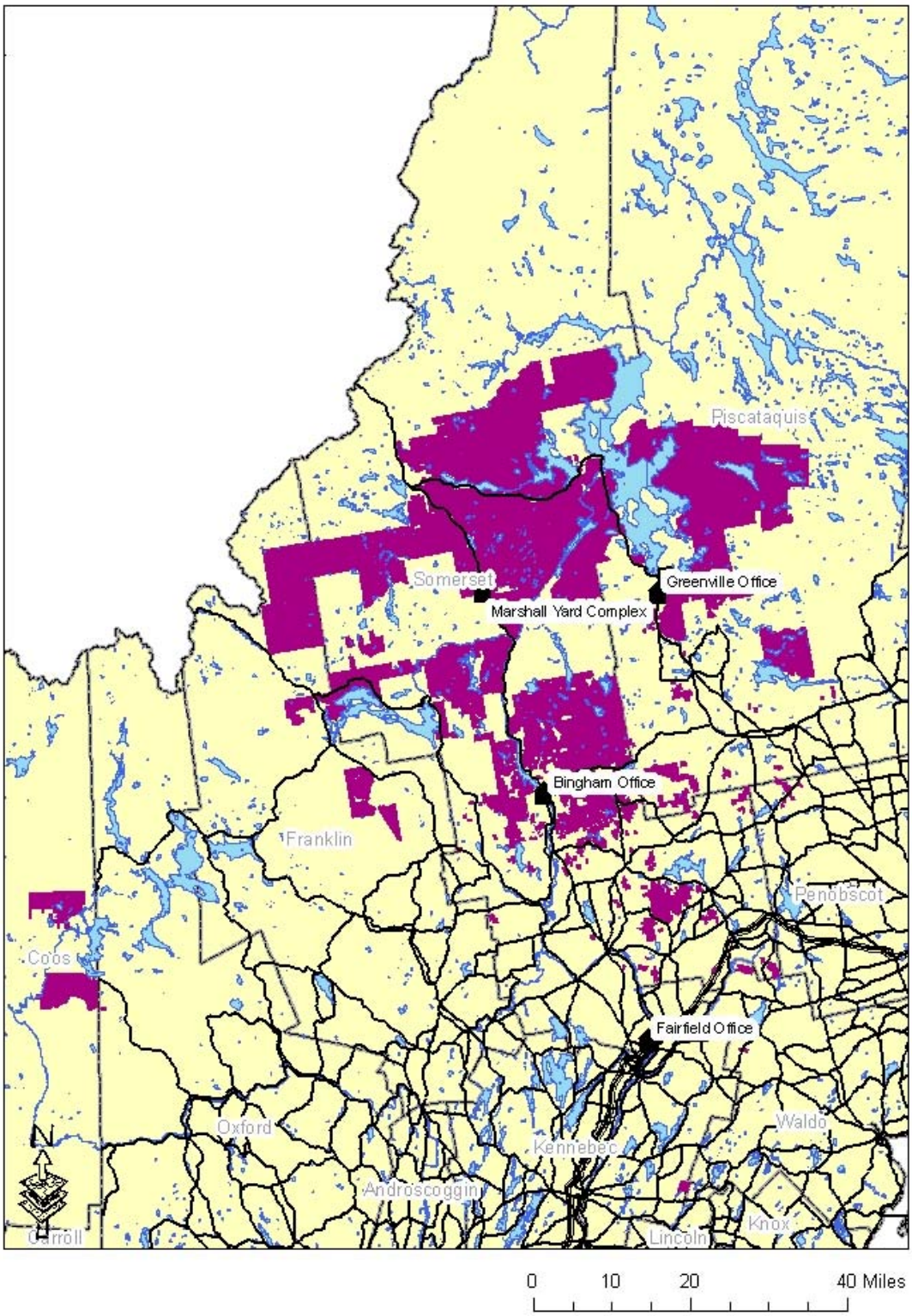
There are specific cultural aspects in Maine and New Hampshire that have traditionally been acknowledged by large landowners. With rare exception, lands have been open to the public for motorized as well as more traditional access. This privilege has unfortunately been interpreted by many groups as a "right" resulting in attempts in Maine to legislate open access. Plum Creek has kept its lands open, does not charge access fees and rarely gates off areas.

Wildlife

Plum Creek forests support an abundance and variety of wildlife. Prevalent game species are white tailed deer, black bear, moose, grouse, rabbit, woodcock, beaver, fisher, marten, fox and bobcat. Turkeys are locally abundant in the southern third of the ownership. The cold water fisheries of brook trout, landlocked salmon (a variety of Atlantic salmon) and lake trout are well represented in the ponds and streams. Lynx, federally listed as "threatened" in the U.S., are present in Maine. Bald Eagles have made an excellent comeback with populations expanding in Maine. Wildlife populations on company lands provide enjoyment for the general public and commercial opportunities for guides, trappers and sporting camps. The extensive road system and open lands policy allow access to the wildlife resource. The Company entered into a voluntary deer wintering area agreement with Maine's IF&W department covering over 32,000 acres in addition to 8,500 wintering areas regulated under statute.

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

Plum Creek Maine/New Hampshire Operations



1. Sustainable Forestry Management

Worldwide demand for forest products is projected to increase dramatically. The Company's long-term viability is contingent upon sustainable harvests and continued productivity. Company forests are managed on a sustainable basis that balances timber harvests with long- term growth. Sustainability is attained through timely regeneration of harvested sites, implementation of proven silvicultural practices and the application of new technologies.

Policy

Plum Creek ensures long-term sustainability and productivity of company lands through timely site preparation, regeneration, application of the best silvicultural systems and protection of forest health. Plum Creek uses regular inventories of Company lands, scientific projections of future growth and harvests, and incorporates the latest technologies to increase productivity and growth.

Program Descriptions:

Sustainable Forestry
Plum Creek will conduct its forestry activities in a manner consistent with SFI Objectives and Performance Measures.

A current forest inventory is based on periodically sampling across the entire ownership. The most recent up-date started in 2006 and will be completed in 2007. The forest inventory is further modified through a combination of initiatives including incorporation of harvest information, growth, land sales and purchases, catastrophic events, cultural treatments, interim inventories, and other activities. The inventory is described both in tons per acre and basal area for the various product species and DBH size classes. The forest is mapped into forest types that represent broad species groups which are in turn broken into height and density classes. The height and density classes are aligned with biological and operational criteria. A number of metrics are developed for each forest type including tonnage, products and basal area.

Other identified and mapped features in addition to forest types include roads, wetlands, water bodies, special habitats and cultural features. Soils and depth to water table maps are available to Area Foresters. The entire ownership is annually updated to record new harvests, silvicultural activities regulatory zone changes, sales, purchases, special habitats and other significant features using the Integrated Forest Management System (IFMS) program.

The Operations Support staff uses a Woodstock harvest scheduling model to annually update future inventory levels. This model has been in use on the ownership since 2001. The Woodstock model is run annually to predict future inventory levels.

Productivity
The Resource Unit participated in silviculture and genetics research through the National Council for Air and Stream Improvement (NCASI) and the University of Maine Cooperative Forest Research Unit (CFRU). Growth plots are maintained on maturing Company plantations and PCT sites to develop better growth information. Soils productivity is maintained through prudent operating techniques defined within the "Logging and Transportation Suspension Guidelines" and "Soils Management and Water Quality Program."

For all regeneration harvests, the “Harvest Instruction” form specifies either natural or artificial regeneration. Silvicultural prescriptions are addressed in the “Harvest Instruction” form, “Harvest Plan for CAT II Clearcuts” file, and are guided by the Silviculture Program consistent with any legal requirements. Unless in conflict with SFI Objectives, adequacy of regeneration is judged by meeting existing state and local requirements. Where regeneration is not regulated, regeneration requirements of Maine’s Forest Practice Act are used as guidelines. In Maine, the state notifies Area Foresters of clearcuts (greater than 20 acres) requiring field verification of regeneration while for smaller clear cuts and plantations, Area Foresters query the IFMS system to timely verify regeneration. In New Hampshire where regeneration requirements aren’t regulated, foresters timely consult the IFMS system.

Ecological impacts from artificial regeneration are minimized by using native species, matching species to site conditions, treating less than 10% of the harvest sites and keeping artificial regeneration dispersed across the landscape. The company controls its seed sources to insure better quality seedlings for its planting program. On sites having documented nutrient issues, such as class 5 soils, slash is either returned or left in place, depending on the harvesting equipment used.

Forest Health

The Harvest Instruction form, Field Inspection Report and Regeneration Survey are tools used to insure healthy residual stands and regeneration. Contact with various state agencies are used to raise awareness of potential problems and to develop coordinated responses. Reports issued by state agencies are available to assist foresters in identifying problems and to develop management solutions. Annually, Resource Managers have meetings with state fire control officials to discuss their respective activity plans. In dry periods, harvesting operations are curtailed or are subject to increased patrols. The public is prohibited from building out door fires in fire hazard areas during periods of fire emergency. The Company participates in insect infestation control and quarantine efforts by the states. Requests by the states for insect and disease sample sites are considered and generally honored on a case-by-case basis. Healthy forest conditions are fostered through timely and careful harvests carried out by trained loggers under the supervision of professional foresters.

Pesticide Use

The Company addresses Pesticide BMPs through compliance with the Company’s Pesticide Manual. The Company follows label instructions, state requirements and CFRU research that addresses application procedures. The Company strictly controls application methods (boom configuration, droplet size and drift) and vegetative conditions and species specific needs are considered to further minimize chemical use.

Pesticide applicators are contracted and must have “Master Applicator Licenses” from the state. Company personnel in charge of the contracted operations must maintain a Private Applicators License and all Company employees must be familiar with Plum Creek’s Pesticide Program and Manual and state requirements. All company employees involved in the herbicide program receive periodic herbicide training.

All sites to be sprayed are reviewed for the presence of threatened/endangered species and G1 and G2 occurrences. Their presence modifies pesticide applications when appropriate. Health officials, local state representatives and the public are notified of pending spray events.

Indicators

Sustainable Forestry

1. Forest inventories are periodically updated
2. Periodic growth and yield projections carried out (expressed in future inventory levels)
3. An IFMS is used to record and map changes to the land base including harvests, road building type changes, silvicultural activities and the location of special habitats, water bodies and drainages. Soils are mapped for productivity and operational needs. Average clearcut size is determined annually by OS staff
4. A periodic analysis of actual versus planned harvest and silvicultural activity is performed.
5. Current forest management and soils maps as well as digital data are available to staff
6. Current silvicultural and inventory information available to staff

Productivity

1. Harvested sites are evaluated for their regeneration needs and timely restocking.
2. Species are matched to site for biological and financial compatibility.
3. Records are kept on the success of regeneration harvests.
4. Staff is apprised of new productivity technologies.
5. The Region supports silviculture and forest genetics research cooperatives
6. Condition of regeneration and residual stems required or retained for future stand development

Forest Health

1. Forest health threats are addressed through interaction with state agencies
2 Silvicultural programs are designed to maintain stand health and vigor

Pesticide Use

1. Internal documents to address herbicide events
2. Periodic training of staff in herbicide use
3. Pesticide notifications to state, health agencies and public
4. Herbicide contract

Reference Documents

1. IFMS Files and Forest Maps showing forest types, harvests, roads, silvicultural activities protection zones, soils information, Natural Areas information.
2. Woodstock model and growth assumptions.
3. Harvest and inventory levels; current and future trends.
4. Actual versus planned harvest levels and silviculture levels – previous three years
5. Updated forest Inventory
6. Clearcut Acreage calculation – average size
7. IFMS Data Maintenance Procedures Program
8. Depth to water table and soils maps
9. Soils Management and Water Quality Program
10. Forest Inventory Program
11. Northeast Region Inventory Action Plan
12. Silvicultural Program
13. Forest Practice Act
14. New Hampshire roadside harvest law

15. State regeneration reports, Harvest Instructions form, Field Inspection Report, Plantation Establishment – Pre-Commercial Thinning/Planting Inspection Reports and Regeneration Survey Report (so-called “Three Part Report”)
16. SFI Reports
17. CFRU Annual Reports
18. State pest alerts
19. Quarantine announcements/contractor obligations
20. Meeting notes/agendas
21. Report of Forest Fires on Plum Creek Lands
22. Forest Health Program
23. Pesticide Manual
24. Pesticide contract
25. Pre and Post – Herbicide Inspection Reports
26. Public announcements
27. State herbicide reports
28. List of approved chemicals
29. Pesticide Program
30. Training Matrix

2. Harvest Practices

Harvesting is used by Plum Creek Timber Company as a means to meet landowner objectives. Harvests are carried out by trained contractors in a manner that protects timber and non-timber values. Harvest systems and practices vary depending on climate, terrain, soils, social considerations and timber species.

Policy

Harvesting Operations conducted on Company land are completed by trained contractors and are designed to meet silvicultural objectives, promote efficient utilization, minimize damage to residual timber, protect site productivity and water quality, conserve wildlife habitat and minimize negative aesthetic impacts.

Program Description*:*

Harvest planning uses data contained in IFMS and site-specific examination to identify important site variables and develop a harvest unit prescription. The harvest unit prescriptions are recorded on the Harvest Instruction form which addresses issues including silvicultural recommendations, harvest layout, aesthetics, utilization, BMP and regulatory issues, wildlife habitat, biodiversity and special sites. Inspections are carried out routinely to check on compliance and correct any deficiencies with results recorded on Inspection Report forms. Road and yard construction is kept to a minimum to retain land in a productive capacity. Harvesting activities are modified to minimize water quality and site productivity issues. Merchandizing yards are used to improve product value and recovery. Sites are evaluated for aesthetic sensitivities.

Indicators

1. Silviculture prescriptions are written for each harvest
2. Soil productivity and water quality issues are addressed on harvest sites
3. During inclement weather, harvest, road building and transportation activities are curtailed on a site by site basis
4. Harvested material is utilized to achieve the best overall margins
5. Utilization is assured through various inspection, training and management processes
6. Harvest prescriptions consider wildlife habitat and aesthetic issues where they are pertinent
7. Contractors must meet and maintain standards for employment that insure that the SFIS is achieved
8. Prescriptions, Company and Maine Forest Service inspection reports and harvest instructions are on file for past and current harvesting activities
9. Completed training agendas for contractors and field personnel
10. Mandatory SFI Programs Incorporated into harvesting activities

Reference Documents

1. Harvest Instruction Form
2. Silviculture Program
3. Soils Management and Water Quality Program
4. Logging and Transportation Suspension Guidelines Program
5. Forest Utilization Program
6. Wildlife Management Program
7. Aesthetics Program
8. Contract language – Harvesting/Forest Product sales

9. Road Specifications
10. Sales file – in place forms
11. Field Inspection Report
12. Regeneration Survey form
13. Contractor Requirements and set up form <u>Reference documents continued:</u>
14. Forest Operation Notification Form and Amendment Notification
15. Harvest Contract Check List
16. Road specifications
17. Road Inspection Report
18. Repeatable Regional BMP Protocol and MFS BMP Manual
19. Depth to Water Table and Soils Maps
20. Forest Practice Act
21. Forest product specification sheets
22. Training Matrix
23. Training Program

3.Water Quality

Water is an integral part of the environment, and the protection of water quality is key to the health and prosperity of our nation. Protecting water quality and site productivity requires minimizing soil movement and preventing the loss of nutrients and organic mater. Adherence to state forest practice rules, during harvesting, site preparation and throughout the course of forest management is recognized as one of the best methods to protect water quality.

Policy

Plum Creek operations will ensure protection of riparian areas and maintain water quality through consistent implementation and inspection of state Forest Practice Rules and voluntary BMPs

Program Description*:*

Sites selected for forestry related activities are reviewed for needed compliance with water quality regulations and BMP implementation during the planning stages. Areas requiring regulatory compliance and BMP applications are noted on the Harvest Instruction form, identified in the field and communicated to contractors before activities commence. Compliance is achieved through frequent inspections and remedial actions when necessary. Weather events are monitored and activities are modified to maintain site integrity. Foresters receive periodic training on BMP implementation and the Company cooperates in state BMP reviews.

Indicators

1. Water quality regulations and BMPs are addressed and followed
2. Forest sites and the transportation systems are protected from inappropriate use during inclement weather
3. Completed Harvest Instruction forms and Inspection Reports
4. Foresters must attend BMP/water quality training sessions
5. Mapped resources
6. Riparian zones are provided protection during forestry operations
7. Plum Creek conducts and participates in BMP effectiveness studies and uses research results to inform and improve actions on the ground.

Reference documents

1. Soil Management and Water Quality Program
2. Logging and Transportation Suspension Guidelines Program
3. Herbicide Manual
4. Wildlife Management Program
5. BMP / Water Quality training records
6. Harvest Instruction Form.
7. Field and Road Inspection Reports.
8. Harvesting and road building contract language.
9. Compliance incidences (if any).
10. Publication: “Best Management Practices for Forestry – Protecting Maine’s Water Quality”
11. Maine Forestry Best Management Practices - Use and Effectiveness

12. Riparian Zone Regulations for LURC and Organized Towns
13. State and local government resource maps
14. Depth to Water Table Maps
15. “Cool and Clear”, CFRU Science Spotlights, Issue 2, November 2006,
16. Effectiveness of Different Buffer Widths for Protecting Headwater Stream Temperature in Maine.

4. Wildlife, Fisheries & Habitat Diversity

The Company's diverse forests in Maine and New Hampshire provide habitat for a variety of wildlife including game species, non-game species and rare, threatened or endangered species. Mixes of stand types, sizes, shapes, ages and riparian zones contribute a diversity of habitats to the landscape. Unique habitat types considered under the "Special Sites" section of the Environmental Action Plan also add to the diversity of Company forests.

Policy

Plum Creek will conserve fish, wildlife and flora, including rare species and communities, through protection of aquatic, riparian, and upland habitats, implementation of species-specific wildlife management plans and cooperative conservation projects. The Company will provide a diversity of habitats and habitat features at the landscape and stand scale. The Company will work cooperatively with private conservation organizations, state and federal wildlife agencies to help achieve these objectives.

Program Description*:*

Plum Creek implements the Policy through its **Wildlife Management Program for Plum Creek's Lands in Maine and New Hampshire.** The Program incorporates a combination of landscape scale assessments and planning, species-specific management plans and stand-level habitat considerations during silvicultural operations. Landscape planning involves cover type and vertebrate species summaries across the ownership. Conservation land sales also occur across the ownership and benefit wildlife and fish resources. Since 1999 Plum Creek has transferred over 4,511 acres of property to the State of Maine, including property supporting key species and habitats of concern.

Species-specific management plans are developed for key game species such as deer and woodcock as well as endangered species such as bald eagles. In 2007, Plum Creek and the Maine Department of Inland Fish and Wildlife signed and implemented a voluntary agreement to manage 32,000 acres of Company ownership in 19 areas for current and future winter habitat for white-tailed deer. Management for mature closed canopied forests necessary as snow-intercept winter cover for deer are expected to benefit other species of wildlife such as moose, pine marten and fishers.

Foresters and managers within Maine and New Hampshire use a variety of techniques during forest management planning to address wildlife and fish habitat concerns at the individual project level. New management and research information is obtained through cooperative relationships with state agencies, universities and independent environmental research organizations. The Company has maintained a professional relationship with the Manomet Center for Conservation Science based in Brunswick, Maine and the Cooperative Forest Research Unit at the University of Maine to develop research projects on the effects of forest management on wildlife and water resources. CFRU and Manomet staff has also assisted Plum Creek in training forestry staff and developing internal programs to maintain and monitor biological diversity on the ownership (see Indicators below). Staff works with other outside agencies and organizations to protect public resources and improve the integration of forestry and wildlife management on company lands.

Indicators

Habitat Diversity

1. Harvest plans are developed using adjacency constraints, stand size limitations, riparian zone management, cover type retention and conservation of unique habitat elements through specifications described in the **Wildlife Management Program for Plum Creek's Lands in Maine and New Hampshire.**
2. Stand level prescriptions use the **Harvest Instruction Form** to identify habitat diversity opportunities during pre-harvest planning. Although the Company is not aware of any old growth stands on its ownership, stands are evaluated during harvest planning for the retention of late successional structure such as large diameter residual trees, snags and downed logs. During future forest or similar resource inventories, the land base will be analyzed on a broader scale for late successional attributes as well.
3. The Company does support mechanisms through which the State can purchase and protect old growth and other special ecological forest components. Specifically, the Company supports bonds for public purchase of lands (LMF) and forest reserves on Public Lands. The Company will consider options to retain old growth if it is found on Company lands.
4. Late successional forests have been identified and are being selectively retained on the landscape to provide research opportunities and the continuation of specific structures. Systems such as patch retention and Late Successional indices are being employed across the landscape to retain habitat values associated with older forests and unique landscape features. We are currently working with the Manomet Center for Conservation Sciences to develop a field assessment technique to identify late successional components within our managed stands and to guide the placement of residual patches to maximize the late successional quality of what is retained. We are using the **Manomet Forest Mosaic Science Notes** to support this effort.
5. The Maine Resources unit conducted a **Biodiversity Indicators Workshop** in July 2005 to select and implement a set of landscape-level metrics for Company timberlands that can quantify contributions and inform management on the variety of diversity that is being provided or could be provided on PC property. Additional workshops were scheduled to refine the process and the goal to select and evaluate suitable metrics was completed in 2007.

Species-Specific Plans

1. Foresters, technicians and support personnel receive periodic training on recognition and management of threatened and endangered species and G1/G2 species and communities. Company lands have been surveyed for critically imperiled species and natural community types by the State's Natural Area's Program. Two animal sites were located near Plum Creek property, the broad-tailed shadowdragon (a river-breeding dragonfly) and the arctic char. The location of an imperiled plant community type described as a Diapensia alpine ridge was included in a conservation land sale to the State. Where active management of these types is carried out, the Heritage Staff is consulted. The property is periodically surveyed to update its forest cover types. Forest Inventory information is made available to the Heritage Program if requested
2. Specific to Company lands, Bald Eagles, white tailed deer and vernal pools require special habitat regulations. Riparian zones provide special regulatory and non-regulatory protection to promote habitat opportunities for both terrestrial and aquatic species.

3. All regulatory, BMPs and guidelines are addressed in stand prescription where opportunities for their applications exist.
4. The Company entered into the **Strategy for the Management of Deer Wintering Areas in Maine: A Voluntary Agreement Between The Maine Department of Inland Fisheries and Wildlife & Plum Creek, Maine Timberlands, L.L.C** in January 2007.
5. Biological information on endangered species, deer winter units and G1/G2 species are in the IFMS Sensitive Area Warning System (SAWS).
6. Plum Creek has been a member of the Maine Woodcock Initiative, organized and administered they the Wildlife Management Institute. One aspect of this program is to develop management guidelines for woodcock on industrial forestlands.

Cover Type and Habitat Assessments

1. In 2002, Plum Creek contracted with Manomet Center to assess the number vertebrate species known or suspected to occur on company ownership in Maine. The report also evaluated the supply of habitat available to these species across the ownership. The report, **Estimates of Vertebrate Species Habitat Supply for Plum Creek Timberlands in Maine** highlighted habitats and species that had limited habitat potential on Plum Creek property.
2. In 2007, a **Cover type assessment** to evaluate inventory types, key wildlife species supported by them and management practices that affect cover types, was completed for the Maine property consistent with SFI indicator 4.5.1.

Invasive Species and Prescribed Fire

1. The Company actively supports and participates in state programs to quarantine out breaks of harmful diseases and insects. The most visible and effective part of this program involves prohibiting the movement of logs and planting stock out of infected areas. On an annual basis, updates will be sought from appropriate sources including DIF&W, DEP, the Natural Areas Program, the Department of Agriculture and the DOC's Forest Health and Monitoring Division on invasive species that could impact native species and communities. Units will keep this information on file at their respective offices. Every three years, training will be provided to Area Foresters on infestation locations, mechanisms of transfer, identification, control and other pertinent information. Updated versions of the sportsman's map will incorporate information that could enlist public support for controlling invasive species.
2. Currently principle insect species include the Balsam Wooly Adelgid, Gypsy Moth, Pine Shoot Beetle and Hemlock Wooly Adelgid. Although these species have the potential to do significant damage their impact has been low for various reasons. For instance although the Gypsy Moth has been present in Maine for decades, its impact has only sporadically been an issue. While the Hemlock Wooly Adelgid has caused very significant damage throughout the Eastern Seaboard, its spread into Maine has been very slow. Insect species of concern but not yet in Maine include the Sirex Wood Wasp, Emerald Ash Borer and Asian Longhorned Beetle. Established invasive plant species of concern include Buckthorn, Bush Honeysuckles, Japanese Barbary and Garlic Mustard. These species are just approaching Plum Creeks land base.
3. Fire has not been a significant long-term factor in shaping forests in the state of Maine. There are several tree species on the land base that are regenerated through disturbance regimes including but not exclusively through fire. Two species, Jack Pine and Red Pine are very clearly associated with

fire but through a previous planting program, both species are now better represented on the landscape than at any previous recorded time.

Reference documents

1. Wildlife Management Program for Plum Creek's Lands in Maine and New Hampshire
2. Forest Prescription System, Harvest Contract Check list and Field Inspection Report
3. Estimates of Vertebrate Species Habitat Supply for Plum Creek Timberlands in Maine by John Hagan and Sacha Pealer, Manomet Center for Conservation Sciences. March 26, 2002.
4. Biodiversity In The Forests of Maine: Guidelines for Land Management by G. Flatebo, C.R. Foss and S.K. Pelletier (1999); Univ. of Maine Cooperative Extension Bulletin #7147; 168pp.
5. Cover Type Assessment for Plum Creek Lands in Maine and New Hampshire
6. Maine Biodiversity Indicators Workshop summary
7. "Strategy for the Management of Deer Wintering Areas in Maine: A Voluntary Agreement Between The Maine Department of Inland Fisheries and Wildlife & Plum Creek, Maine Timberlands, L.L."
8. University of Maine Cooperative Forestry Research Unit reports on lynx and pine marten research
9. Plum Creek Comments on the Proposed Canada Lynx Critical Habitat Designation. CD-ROM of Plum Creek comments and supporting documents. April 30, 2006.
10. A Rapid-assessment late-successional index for northern hardwoods and spruce-fir forest. Forest Mosaic Science Note FMSN-2004-3 Dec. 2004. Manomet Center for Conservation Sciences.
11. Resource Plan for Plum Creek's Gateway Lands in the Moosehead Lake Region-Volume 1 Plan Summary; April, 2007
12. Maine Woodcock Initiative Summary- to be acquired
13. Bald Eagle management guidelines for Maine
14. New England Wildlife: Habitat, Natural History and Distribution – R.M. DeGraaf and M. Yamasaki; 2001 published by University Press of New England.
15. Invasive Species information and contact list
16. G1/G2 report from the Maine Natural Areas Program (5/29/02 email from Molly Docherty)
17. Table of Conservation Land sales in Maine
18. Manomet's list of habitat elements
19. Manomet's Patch Retention Process
20. Manomet's Shifting Mosaic Interim Guidelines
21. Harvest Instruction Form
22. DIF&W Vernal Pool Guidelines

5. Special Sites

Plum Creek's Forests contain several sites of unique, historical, cultural, archeological, biological, or geological value. Stewardship of Company forests includes identifying and protecting special areas within our ownership.

Policy

Plum Creek identifies sites that contain unique biological, ecological, historical or cultural attributes. These sites are managed to conserve their local or regional importance and to protect their unique attributes. The Company works cooperatively with government agencies and conservation groups to achieve this policy.

Program Description:

The Company actively works with state Natural Heritage/Area Programs and Manomet to identify, map and manage sites. Sites are mapped through our IFMS system with foresters having the capability to add significant information to "layers" within the IFMS system. Before forestry or development activities take place on mapped sites, consultations occur. Sites proposed for development, are reviewed by experts for their pre-settlement cultural value. The Programs are periodically contacted to update Company files and maps. Area Foresters update for local features as they are encountered. Forestry staff receives periodic training on identification and management of biological, cultural and historic sites.

Indicators

1. Direct involvement and consultation with Natural Areas/Heritage Programs to identify and manage "special sites" including G1 and G2 areas
2. Area foresters identify and protect significant landscape "features"

Reference documents

1. Mapped sites
2. Natural Areas Inventory
3. Management Plans for special sites
4. Harvest Instruction form/Inspection Reports
5. Training Program and records
6. List of "Features" and prioritization protocol

6. Aesthetics

Forestry operations are highly visible and subject to the perceptions and opinions of an environmentally concerned public. Harvesting and site preparation has a dramatic visual impact on the forest landscape. Conducting these operations in an aesthetically sensitive manner is important to the Company.

Policy

Plum Creek will recognize and manage for aesthetic values near communities; recreational areas and major travel corridors by using appropriate design standards and harvesting methods.

Program Description:

Proposed harvests, yard and road construction activities in visually sensitive areas (VSA) will be modified to address public concerns. An Aesthetics Program is in place to insure these activities are compatible with company policy and SFI Objectives. Area Foresters are given guidance from Resource Managers on determining visually sensitive areas that require special consideration. Green up requirements follow the FPA in Maine and comply with SFI in New Hampshire.

Indicators

1. An Aesthetics Program is in use to address public concerns with forest management, harvesting related activities and road building
2. Aesthetics for sensitive sites, as identified by Resource Managers, are addressed in prescriptions and modified if required.
3. Clearcut size is compatible with the FPA in Maine and SFI in New Hampshire. Green up requirements follow the FPA clearcut requirements in Maine and SFI requirements in New Hampshire
4. Every three years, Area Foresters receive training on Aesthetics

Reference documents

1. SIC aesthetics training module and Company Aesthetics Program
2. Forest Practice Act regeneration requirements
3. Regeneration inspection reports
4. Latest clearcut regeneration report to state
5. Clearcut acreage calculations- average size
6. Harvest Instruction Form and Field Inspection Report
7. IMFS mapping files and maps of harvest related information

7. Proactive Alliances & Cooperative Involvement

Participation in proactive alliances with government agencies, private organizations, trade associations and universities is critical to the success of numerous programs. The Company shares and receives insight and experience that furthers sustainable forest management and forest stewardship by working cooperatively with local, state and national organizations. The pubic uses Company lands extensively for recreation through our land access program.

Policy

Plum Creek will develop alliances and work cooperatively with organizations, agencies, institutions and key groups whose goals include the advancement and continuous improvement of sustainable forestry. Company staff participates in educational and outreach activities. The Company provides for public hunting and fishing recreational opportunities when fire danger allows by opening much of the lands, and through Travel Management agreements.

Program Description:

Research
The Company is conducting research to advance sustainable forestry using both internal and external resources.

Externally we are involved with several organizations. The Cooperative Forestry Research Unit (CFRU) is a privately funded cooperative, affiliated with the University of Maine and solely dedicated to projects related to sustainable forestry. Numerous forest productivity, wildlife habitat and biodiversity issues are currently being pursued. As more members of the Unit have become third party SFI Certified, research has been directed towards addressing requirements of the SFIS. The cooperative members of which Plum Creek is a voting and contributing member choose projects to work on. A partial list of current projects would include growth and yield of spruce and fir, hardwood management, long term effects of herbicides and PCT on tree growth and yield, lynx and marten habitat requirements, snowshoe hare population dynamics, late and early forest successional indices and water quality**.**

Plum Creek has been very active in water quality research working with CFRU and Manomet to evaluate the effectiveness of current riparian buffers to maintain water temperature. In addition to providing research sites for the project, Plum Creek staff assisted Manomet in the collection of baseline data and expanded the study to look at larger streams in a parallel study. Manomet is conducting much of this research under their Shifting Mosaic Study located on Company lands in the Kibby and Skinner townships.

For both Manomet and CFRU, the Company contributes in excess of the normal dues/contributor structure adding $10-$20,000/ year to its $50,000 CFRU dues.

Plum Creek is a member of NCASI and is involved in a number of committees. NCASI contributes to both Manomet and CFRU projects, in particular the water quality efforts.

Manomet and CFRU extensively use the Company's land base for research purposes. This support has been of long duration and has allowed several projects to be extended to explore issues that are long term in nature. For example, an early herbicide trial taking place in the late 1970's has in turn become a research projects for pre-commercial thinning and more lately for growth and yield analysis. Current

water temperature studies are being continued to measure recovery from harvests.

Internally, the Company does independent research on water quality, growth and yield and lynx and Deer Wintering Area habitats.

Research from the CFRU, Manomet and NCASI are readily available to the public to agencies in Technical Reports and peer reviewed literature to facilitate broad field application and education.

Training/Education

All company and contract personnel are trained so they can meet or exceed their specific responsibilities under company programs, federal and state regulations and the SFIS. A matrix has been developed that shows the different training requirements associated with the various duty assignments. The matrix further indicates training status and keeps this information by individual employee and contractor.

The company draws from a number of training resources including state agencies, research organizations, professional associations and in particular Maine's SFI State Implementation Committee (SIC). In turn these groups are supported by the Company to maintain their effectiveness. Each Unit maintains up to date resource information to augment their training needs between formal sessions. New employees and contractors are provided special attention so that they are current on their training needs. Company personnel provide educational services to local schools and the public.

Alliances

The company is involved with many organizations at a high level of participation and leadership. We are a member and hold office in the principal forest industry trade association, the Maine Forest Products Council. We hold office in and financially support SICs. We provide financial support to the Small Wood Lot Owners Association of Maine (SWOAM). Plum Creek often works with SWOAM and the State to maintain the Tree Growth Tax system, intact and functioning, for all landowner classes.

We have representation and involvement with several sportsman's groups including the Sportsman's Alliance of Maine, The Sportsman's/Forest Landowner Association, The Maine Professional Guides Association, the Maine Snowmobile Association and ATV Maine. Plum Creek supported the sporting industry recently in helping to fund a coalition that defeated a "no hunting" referendum. Plum Creek's staff is frequently a member of either Administrative, Agency or Legislative task forces and issue specific groups such as the Society of American Foresters.

We interact with the State on various statewide assessment projects such as BMP compliance through the Forest Advisory Team (FORAT), late successional forests and statewide forest inventory data through the MFS and carbon sequestration projects with the Department of Environmental Protection. We contribute regeneration and harvest information required for statewide resource assessments. We frequently interact with the state in concert with either forest industry employees and/ or the MFPC.

The Company also participates with the state on significant conservation projects. One example is the assistance Plum Creek provided to help the State realize its goals in establishing the "Hundred Mile Wilderness" area near Greenville. Also, ongoing projects are taking place with The Nature Conservancy, Appalachian Mountain Club (AMC) and Forest Society of Maine on conservation efforts. Many of these initiatives are being advanced through Plum Creek's Moosehead Lake Concept Plan.

Recreation
The Company has an open lands policy that allows nearly unrestricted access for hunting, fishing, camping and similar traditional pursuits. Snowmobile and ATV use has been confined to designated trails maintained and supervised by clubs. There is an active and growing trail system for both snowmobiles and ATVs. These two industries are critical to local economies and need landowner support to exist. We are supportive of guiding and sporting camp activities and have a very extensive bear baiting program which is critical to many guiding establishments. We work closely with regulatory agencies like DIF&W, MFS and LURC to make sure recreationists are obeying all laws.

Indicators

1. Involvement and support for organizations that promote sustainable forestry such as Maine Forest Products Council.
2. The education and training of employees and contractors in SFI Standards, laws, rules, utilization, BMPs and the latest research that promotes sustainable forestry.
3. Outreach to the public and key stakeholders on sustainable forestry practices
4. Provide for public recreation including hunting, fishing, camping, snowmobiling, ATV use and hiking.
5. Recognition from sportsmen's groups
6. Conservation sales, easements and Concept Plans.

Reference documents

1. File of organization joined, purpose, dues paid, additional funding provided and positions held
2. Web sites for CFRU and Manomet, annual reports and research results
3. MFS BMP effectiveness reports
4. Recreational policy as displayed on Sportsman's map
5. ATV and snowmobile agreements
6. ATV Trail Funding form
7. Meeting Agendas – training & educational
8. SIC Outreach/Training Programs
9. Plum Creek Concept Plans for First Roach and Moosehead Lake, and conservation sales in Mt Abram Moosehead shoreland and Flagstaff shorefront
10. Contractor Requirements and Set Up Form
11. Maine's SFI "Inconsistent Practices" public reporting phone number (1-888-SFI GOAL)
12. SWOAM's Landowner Handbook
13. "Biodiversity in the Forests of Maine – Guidelines for Land Management" (1999); Univ. Maine Continuing Education Bulletin #7147; 168 pp.
17. "Cool and Clear", CFRU Science Spotlights, Issue 2, November 2006,
14. Effectiveness of Different Buffer Widths for Protecting Headwater Stream Temperature in Maine.
15. File of awards and recognition

8. Private Landowner Leadership

Plum Creek is one of the largest landowners in the United States. Private land environmental issues and responsibilities are of critical importance to our future. Our commitment to being good stewards of our forestlands and the ability to learn from and cooperate with the stewardship efforts of others will help broaden the practice of sustainable forestry.

Policy

Plum Creek will encourage a strong private land stewardship ethic through leadership, example, collaboration and strategic alliance. The Company will support the efforts of the State SIC to expand sustainable forestry on private lands.

Program Description:

Plum Creek is involved in the SIC and MFPC at the executive board level. Routinely these positions are involved in establishing policy initiatives and seeing that they are carried out. As the MFPC is the legal sponsoring organization for the SIC, there is consistency of direction between the two entities.

Through the MFPC and SIC, Plum Creek is involved with the state in an initiative to generate market based benefits for certified forests. The Company supports initiatives by the Small Woodlot Owners Association to educate small landowners and loggers on sustainable forestry issues.

Plum Creek actively participates with conservation and sportsman's groups including SAM, MPGA,

SFLA, the Administration (The Governors Task Force on Landowner Relations), TNC and AMC.

Indicators

1. Leadership involvement in key groups including SWOAM, MFPC, SIC, sportsman's organizations and conservation groups
2. Financial and in kind support for initiatives

Reference documents

1. List of organizations joined, supported and positions held
2. Out reach products
3. MFPC Policy Document and Natural Resource Sectors Policy Guidelines

9. Public Land Policy

Issues that affect public lands often impact private land management. The management of public lands influences many social and economic aspects of rural communities including employment, education and recreation opportunities.

Policy

Plum Creek promotes public land management policies that protect forest health, soil productivity and water quality, provide wildlife habitat, provide recreational opportunities, and promote biodiversity.

Program Description:

Plum Creek supports public land initiatives through the MFPC, CFRU and the SIC. The MFPC is on the advisory board for Bureau of Public Lands (BPL). As an SFI third party certified landowner, the BPL has membership on the SIC and discusses issues with its membership. BPL also gets benefit from being a member of the CFRU. Many projects, beneficial to BPL, get funded through this organization.

Indicators

1. Support for BPL through organizations that promote sustainable forestry programs

Reference documents

1. List of organizations joined, supported and positions held.
2. List of projects done with and in support of public lands.

10. Performance Audit & Review

Policy

Plum Creek is committed to successful implementation of the SFI and full compliance with the SFIS. Our commitment is demonstrated through completion of 3rd party verification audits and public reporting of results. Annual progress reports are prepared and reviewed by senior management and improvements are made to continue to achieve full compliance.

Program Description:

On an annual basis, the Operations Support staff develops reports required for SFI, reporting, including obligations that the SIC has to the Maine Legislature. Past reports are kept on file (3 years).

Staff is timely trained on SFIS improvements. Periodic field and office inspections are carried out by management to review compliance with the SFIS. These reviews include testing of the Area Foresters understanding of the SFI Standard for which the individual is accountable. These inspections are the basis for evaluating the regions compliance and the need for additional progress. On an annual basis, inspection results are shared with upper management and a report including current progress and needed improvements, if any, are forwarded to Resource Managers for distribution and implementation.

Maine operations staff annually compiles and communicates SFI related accomplishments and issues to corporate staff for compilation of an annual "Report to the CEO" on Plum Creek's implementation of the SFIS.

Staff prepares for and assists in interim and 5 year 3rd party certifications and helps prepare information for public distribution when it is required.

All appropriate rules and regulations and governing administrative organization, are kept on file in each of the Region's main offices and updated annually. All compliance information including fines and remedial actions are retained at the Unit level in an accessible file. Information concerning compliance issues is shared with Resource Managers to avert similar occurrences across the ownership.

Indicators

1. Timely training of staff in new SFI Standards, laws, rules and BMPs
2. Periodic operational and office inspections for SFIS compliance, report of findings and achieved compliance.
3. Appraisal of upper management on progress to achieve SFIS compliance and timely response to identified issues
4. Timely and successful completion of 3rd party certifications
5. Participation in preparing public information on SFIS compliance and certification results
6. Availability of information to timely complete the SFI annual progress reports.
7. Accessibility to laws and regulations referenced to the associated regulatory body and records of compliance issues including resolutions.

Reference documents

1. Most current annual report to SFI/SIC
2. SIC meeting minutes

3. Documentation of periodic inspection s and follow up results with management
4. Unit files of relevant county, state and federal laws, rules and BMPs
5. List of new regulations (current legislative session)
6. Unit regulatory compliance files
7. SFI 3rd Party Certification documents
8. SFI Management Review System (Program)
9. 2006 "SFI Report to Management" (*currently in preparation)*

1. Aesthetics Program

Aesthetic considerations on Plum Creek lands are designed to "manage the visual impact of harvesting and other forest operations" near major travel corridors and special sites, including communities and recreational areas to foster good relations with the public and to reduce the risk of unwarranted legislation. With an ownership of nearly 1 million acres in Maine and New Hampshire, Plum Creek has a unique opportunity to effect how the public views forestry over a wide geographic area. Plum Creek takes this responsibility very seriously and has instituted the following program to meet its obligations.

Harvest, road and yard activities

Activities adjacent to designated scenic public highways (Routes 201 and 27):

Clearcuts 20 acres or larger and visible within two miles of such highways must be approved by a Resource Manager. Managers shall at a minimum consider irregular shaped cuts to take advantage of terrain, background features and natural forest type lines.

Activities adjacent to paved public roads:

When conditions allow, "corridors cuts" are to be laid out parallel to public ways with additional screening left in place immediately adjacent to said public ways. Yards will be set back from paved public ways and screened until the harvest is being closed out.

Activities adjacent to other public roads:

Vehicles exiting company roads will minimize mud or dirt tracked onto public ways.

Activities on all yards:

Excessive accumulations of logging debris, not needed for stabilization, inconsistent with current merchandizing standards and not consistent with site specific aesthetic sensitivities as determined by the Area Forester will be removed from logging yards. Material such as used up equipment and parts and litter will immediately be picked up and properly disposed of, off site.

Activities adjacent to water bodies and special sites:

Set backs required by law for roads, yards and water bodies will be followed. For harvesting next to special sites, such as public campgrounds or built up residential areas provisions listed for paved public highways will be followed. Resource Managers are responsible for identifying which areas are given "special site designation".

Other harvesting enhancements:

In Maine, clearcuts will not exceed 75 acres in size without specific authorization from a Resource Manager. Average clearcut size, for any year in any unit, will not exceed 50 acres. Unless a natural disaster or accelerated mortality occurs, no clearcuts over 250 acres will be created. In New Hampshire, the average size of clearcuts will not exceed 120 acres.

Green Up requirements:
In addition to the above aesthetic considerations, Forest Practice Act regeneration and separation zone requirements will be followed for clearcuts in Maine. In New Hampshire, prescriptions for expanded clearcuts will consider aesthetic implications and follow the SFIS requirements.

Aesthetics Training will take place every three years and will include the module developed by Maine's State Implementation Committee. All Area Foresters and Resource Managers will attend.

2. Forest Health Program

Forest Health
Each Unit will keep current (last 12 months) Maine Forest Service information on pest out breaks. Area Foresters are responsible to field review for potential local problems as they conduct their normal field duties.

Current quarantine information and associated compliance records (if state required) will be kept on hand and Area Foresters will assist contractors to insure that forest product and equipment movement off site is in compliance. Contractors will be responsible for operating under the quarantine restrictions.

Resource Managers will annually correspond with the Maine Forest Service concerning the upcoming fire season to review high hazard areas, and equipment and operational locations .During times of very high fire danger (determined by Resource Manager in consultation with MFS), logging contractors will be expected to police their operations during non-working times and know the location of equipment suitable for fire suppression.

3. Forest Utilization Program

Plum Creek's Utilization Program is designed to provide the maximum net return from its harvested volumes consistent with environmental concerns and prudent business practices.
A portion of the annual pulpwood harvest is pledged to the previous owner consistent with a long-term fiber agreement. Remaining volumes are available for sale to other markets. Aside from the long-term fiber agreement, Plum Creek believes that long-term relations with specific mills are essential to achieve the highest return on sales over the long term. The Program has several key components that contribute to its overall success.

Sales
Two employees manage the Utilization Program. This function seeks markets for additional products, finds markets having the best returns and negotiates specifications, prices, volumes and delivery schedules, settles disputes with buyers and keeps Resource Managers and Area Foresters in touch with customer needs. The addition of a second employee in the Program occurred in May 2007. It was felt that additional time spent checking on utilization and responding to customer concerns would enhance profitability.

Yards

Merchandizing:
Plum Creek delivers most of its potential higher value material to merchandizing yards where equipment and expertise is available to cut stems into products having the best value. Often this process allows the Company to produce and accumulate marketable volumes that would have been either ignored or lost if processed in the woods. Also, merchandizing yards have proven attractive to buyers as they can better determine quantity, quality and availability.
In turn, buyers have been able to justify higher prices. Buyers are also able to immediately have their specifications changed and quality control is easily checked.

In Woods:
Commodity type material like spruce and fir hi-grade and pulpwood are accumulated and delivered to mills from the harvest site. Forest products from isolated harvest sites and operations producing products having little opportunity for improved utilization are also sold in the woods.

Inspections:
Utilization inspections take place at all phases of harvesting, trucking and processing.
As areas are cut, they are checked to see that specified volumes are removed. Wood yards are checked for product separation (pulp, logs, high grade to concentration yards, specialty products like bird's eye, etc). Wood yards are checked to make sure no waste accumulates or that valuable product is either left behind or spoils. Trucks are checked to see that they are only carrying the right product and that it reaches its destination point. Merchandizing yards are also checked for product utilization and proper destination assignments.

Reporting:
In the woods, utilization issues are recorded on Field Inspection Reports, and done commensurate with the level of activity on operations. Activities not meeting expectations are immediately

brought to the attention of the contractor with resolution expected consistent with the requests for remedial action. Resolutions are recorded on the inspection reports. At the merchandizing yards, products are separated by product and mill. This procedure allows for a quick visual check for product separation. Gross "volume" checks are made by weighing in and out all products. Yields of the various products produced by the yards are recorded and are tracked for consistency with historical and expected results. Merchandizing yards are visited, at least, on a weekly basis for an informal review with any necessary follow-up taking place at that time. Trip tickets are made out for each load shipped from a woods yard or concentration yard. This information is checked against delivery reports to insure proper payment and account for lost volumes.

Training/Accountability:
Training is on going and continuous. New specifications are reviewed with contractors and concentration yard personnel for understanding. Mill visits by Company foresters take place periodically. Resource Managers, Area Foresters and Sales personnel are held accountable through a goals based compensation system. Higher value products are given enhanced pricing to encourage targeted utilization goals.

4. Harvest Practices Program

Plum Creek will protect and maintain soil productivity by maintaining soil structure, by minimizing soil and duff disturbance and by retaining slash on sensitive harvested sites. Soil and water table maps are available and referenced for road layout, development of forest prescriptions, species selection and for the selection of sites for cultural treatments. Pre-harvest site inspections in combination with photos, resource maps and regulatory maps are used to formulate harvest prescriptions that minimize soil disturbance and compaction. Practitioners are required to minimize rutting, compaction, soil exposure, soil disturbance and soil movement through a combination of activities including shutting down operations during wet periods, operating only during certain seasons, using low impact harvesting equipment, proper skid trail and road location and re-distributing slash in skid trails.

On site water movement is managed to facilitate reduced flow and quick dispersal through the use of water bars. By using slash to cover open areas, soil movement is further controlled. Every harvest prescription requires an “erosion control plan” (integral part of Harvest Instruction form) that addresses specific actions and general directions to insure that harvesting activities do not negatively impact soil productivity.

In partial harvests, stand prescriptions and/or harvest instructions will give clear direction on how vigorous residual trees and regeneration, when applicable, are to be left post harvest, if they are required for future stand development. Inspection reports recorded during and after harvest will indicate how results are being met and what if any, corrections have been taken. Stand prescriptions will specify how harvesting activities are to be conducted to protect advanced regeneration required for future stand development.

Road construction is kept to a minimum required to keep skidding distances practical. Yards are kept small to retain forestland in a productive condition and reduce erosion hazards. Roads are built and maintained to minimize soil movement and erosion.

All contracts relating to harvesting, road building and maintenance and silvicultural activities specify that all legal and BMP obligations must be met for work performed.

The Company merchandizes its harvested volumes into products providing the best economic return. Merchandizing is improved by funneling most hardwood log volumes and appropriate softwood species through Company and contractor staffed merchandizing yards where individual stems are cut into products giving the best return. This system offers a value boost from marketing advantages as well. The log sales department maintains close contact with manufacturers to enhance existing markets and to develop new products.

Logging jobs and merchandizing yards are inspected for maximum utilization using a number of techniques including weight scale checks, product separation, harvest site inspections, actual yields versus budget, and pre-harvest expectations. Contractors, Area Foresters and merchandizing yard employees receive periodic training and specific instructions on new specifications. Payment rates to contractors are skewed to give greater profit margins per unit on the more valuable products.

5. New England IFMS Policies & Procedures

IFMS Overview – Maine & New Hampshire

Plum Creek utilizes an enterprise wide software application called "Integrated Forest Management System" (IFMS) to record data about a specific forest resource unit. This data includes tract ownership information, forest inventory data, environmental & cultural sites and selected forest management activities. This data is used to generate a variety of corporate reports including SFI, inventory tracking, as well as changes in ownership.

History

IFMS was deployed in 2003 and populated with inventory volumes and forest management activity records. During 2004, IFMS updating responsibilities were transferred from a central GIS staff to the forestry staff. Their responsibilities concerning updates are identified in the IFMS Policies and Procedures.

Application Specifics

IFMS is a Map Objects based GIS that is integrated to a "live" SQL Server databases. Every ten minutes the local IFMS servers update several central servers in Columbia Falls, Montana and Athens, Georgia, as well as one regional sever. This insures that the IFMS data has multiple back ups. IFMS records data using several methods. Data deemed to be critical is stored in a database table and linked to a "standard" layer. A standard layer is a GIS layer that is stored in a table within the database along with any specific attribute data. These layers are available to all IFMS users across the Plum Creek. IFMS utilizes several internal processes that perform checks during the planning phase of any forest management activity. One such process is called the Sensitive Area Warning System (SAWS). SAWS overlays standard layers and looks for overlaps between the various sensitive layers (i.e. Deer Wintering Units) and the area that is selected for a forest management activity. If an overlap occurs, then SAWS warns the forester that a conflict may exists and needs further review before proceeding.

Forest Inventory data

The underlying forest inventory data within IFMS is updated annually during a "Roll Forward" process. During this process, inventory volumes are grown and reinserted in to the IFMS tables. This generally occurs between November to December of each year. Periodically, the underlying inventory volumes are replaced when a new forest wide inventory is conducted.

6. Logging and Transportation Suspension Guidelines (Wet Weather Program)

Cause for Suspensions
Certain weather events and conditions can cause logging related activities to lower soil productivity, silt streams and damage roads. Resource Managers and their Area Foresters have full authority and the obligation to suspend such activities whenever there is reasonable certainty that either the environment or property may be damaged. Suspended operations only resume by order of this same group of Company personnel. Resource Managers and Area Foresters have a process with their contractors to timely communicate pending suspensions. Any of the following events or conditions will be sufficient for Company personnel to request an immediate termination of operations:

Excessive rutting of forest soils:
Factors to consider include rutting depth, terrain, adjacency to water bodies, extent of rutting, occurrence of root damage, soil movement and risk of siltation.

Presence of vulnerable soils (erosion/compaction):
Areas having such soils should be identified from soils maps and through normal pre-harvest site reviews, before operations begin. If vulnerable soils can't be avoided, operating during frozen, dry or winter conditions should be considered as well as the use of use slash in skid trails and temporary water bars. Such areas should be given priority consideration under conditions warranting operational suspensions.

Forecasted weather events:
Potentially critical events would include rapid warming after periods of deep freezes, heavy rain events, extended periods of wet weather, alternating freezing thawing conditions and prolonged thaws.

Haul road rutting and slumping:
Trucking that causes significant rutting that can not be removed by grading, slumping of road sections and accelerated soil movement should be stopped.

Posted public roads:
Where Company produced wood is likely to travel over public highways during "posted" periods, Contractors will be warned to observe proper procedures when using such highways. Abuse of posted public roads should initiate a suspension of hauling activities

Proactive measures will be employed to limit suspensions and to protect forest soils and the transportation infrastructure.

7. Pesticide Program (See separate document)

Plum Creek's use of pesticides is principally focused on the use of herbicides to control competing vegetation in the early stages of stand development. Current silvicultural practices include favoring spruce/fir over low value hardwoods, maintaining the integrity of softwood plantations and favoring hard maple over beech. Both aerial and ground applications occur with the actual method chosen influenced by site conditions. Occasionally, insects require a pesticide application. The last application of any significance occurred in the early 1990s for a sawfly infestation in spruce plantations. Specific pesticide procedures are available in the Plum Creek's Pesticide Manual available at each Unit Office.

8. SFI Compliance, Review and Reporting Program

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

SFI, Management Review System (MRS):
The SFI Standard requires management to review progress in the implementation of the SFI Standard, make recommendations if required and to see they are in turn adopted.

Our Management Review System follows a cycle:
1. Training
2. Field and office review by management
3. Appraisal by management on progress to achieve implementation of the SFI Standard
4. Field staff is timely directed to address identified issues. Through out the MRS, successful implementation is recognized as well

Implementation is currently being actively addressed through the following activities:
1. In December 2005, we held a training meeting in Fairfield with field staff where we outlined how we were going to implement the new SFI Standard.
2. In September 2006, we held a First Party Audit during which we reviewed office files for completeness and visited field sites in each Unit to review all operational and silvicultural activities. High risk sites were picked for field review. At each site, the Area Forester in charge of the site described the activity in relation to how the SFI Objectives were addressed and was tested for his/her general knowledge. Feed back was given to the Area Forester at the conclusion of the site visit. In attendance were Area Foresters of the Unit, General Manager, Forestry Manager and the Resource Manager in charge
3. Following the field exercise, implementation weaknesses were summarized and reviewed by management with direction for improved performance shared with Area Foresters.
4. During the February through May period, 2007, training on the implementation weaknesses took place for all field and office staff as well as contractors.
5. During July 2007, implementation success will be field reviewed.
6. During August of 2007, the staff will be further reviewed for implementation of the SFI Standard through a Third Party Audit.
7. Implementation issues will be addressed following the Third Party Audit.

The Regional Management Review System is part of a Corporate Review system. This requires that our implementation progress be shared upward through our management hierarchy to eventually reach our CEO as part of a company wide summary report. In turn, our CEO issues a statement on implementation progress from the corporate perspective.

Reporting:
All SIC reporting requirements will be met including any commitments to government entities.

Training:

Training will take place on a periodic basis as reflected in the various EAP Components, Programs and the Training Matrix. The Training Matrix contains ongoing training requirements and accomplishments for individual staff and will be contained in office files.

9. Silvicultural Program

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

The ownership is broken into administrative areas of a size requiring that each Area Forester average about 40,000 acres.

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

Foresters are encouraged to rely on natural regeneration and only reverting to planting in situations where regeneration is absent or substantial productivity or quality gains can be realized. Pre-commercial thinning, herbiciding and early commercial thinning are available options if value gains can be realized.

Seed for planting stock comes from parents exhibiting superior growth and form characteristics. This seed comes from either Plum Creek's Maine seed orchard or reputable sources. Certain species such as Red Pine that have little or no generic variability are either purchased or collected during forest harvests from Company land. No genetically altered seed is used. Laws regulating improved planting stock and biotechnology, if applicable to Company practices, will be available and followed.

Regeneration and residual stocking, needed for future stand development, will be protected from harvest damage.

Area Foresters are given periodic educational opportunities to further their understanding of silvicultural options available to them. This is accomplished by periodically accessing groups such as CFRU, NCASI, Manomet, industrial landowners and expert internal resources.

Area Foresters are required to know and comply with all forest practice type regulations. Including those specific to riparian zones. This requirement at times leads to less than optimum silvicultural and financial decisions.

10. Soil Management/Water Quality Program

All forest operational activities are required to materially follow BMP Guidelines consistent with EPA requirements and published by State Agencies in New Hampshire and Maine. Area Foresters are expected to tailor their use of BMP's to the specific operational site. In areas of higher risk, extraordinary efforts may be required beyond normal BMP application while some sites may not need full BMP compliance.

Area Foresters are encouraged to use the best methodology to protect soil productivity and water quality. This approach helps evolve the BMP process.
Town and county ordinances and state rules and regulations will be followed without exception.
Each unit office will have all applicable BMPs, rules and regulations (including maps) available to its Area Foresters.

Operational activities will be preplanned using a combination of resources including soil maps, aerial photos, ground reconnaissance and regulatory information. Critical resources including regulated water bodies and non-forested wetlands within areas proposed for forestry activities will be reviewed and plans developed to insure legal/BMP compliance and their continued ecological function. Documented pre-harvest consultation with contractors, flagging of riparian zones, the Harvest Instruction form and Inspection Report form will be used as planning tools. The Harvest Instruction form will guide activities and the Inspection Report insures compliance and remedial work if issues arise.

Area Foresters are expected to protect site productivity and water quality by minimizing rutting, soil compaction, soil movement (especially in or adjacent to riparian zones), concentration of flow and bare soil. Pre planning combined with modifying operational activities during weather events measurably enhance protection efforts.

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

Every two years, training will be provided to Area Foresters and contractor personnel in BMP and regulatory compliance. Staff will work with resource agencies and the SIC to facilitate BMP training efforts and programs such as FORAT.

In recognition that spills of hazardous materials has the potential to seriously impact water quality, The following Action Plan is a part of the Soils Management/Water Quality Program.

Plum Creek Spill Prevention/clean-up Action Plan.

<u>Harvesting Contract Language</u>

(15) Compliance with Hazardous Spill Laws.
(a) Contractor must abide by all laws and regulations pertaining to the reporting and clean up of

hazardous material spills. In the event that a spill of a hazardous material occurs, Contractor, in addition to contacting the proper government agencies, must contact a Plum Creek representative as soon as it is possible to do so.
(b) Contractor shall comply with all OSHA, EPA and DEP rules and regulations regarding the handling of any hazardous spill consistent with the type and size of spill that may occur with Contractor's equipment. Contractor shall give notice to Plum Creek of any hazardous spill that occurs on the Harvest Unit.

Plum Creek Expectations

Contractors will take responsibility for spills, respond to spills, and communicate to the Department of Environmental Protection (DEP) and Plum Creek when spills occur.

Corrective action to contain the spill will be done by the contractor with the necessary equipment to prevent flow to water sources. The Contractor will execute clean-up with direction of the DEP.

Contractors will keep equipment in good condition, place tanks more than 75 feet from streams, keep petroleum products secured, and make periodic inspections of holding tanks.

Spill Kits required on each active harvesting site

Required
Weatherproof storage container (55 gallon drum or 30 Gallon plastic trash can)
Absorbent Pads - 100 pads
4 Large Absorbent Dikes - 3" x 10'
5 Gallon pail
DEP handbook Responding to Oil & Hazardous Materials Spills

Suggested
Rubber Gloves
Shovel
Roll of Poly - 20 x 100
Rope - 50'
Plastic Bags – 6 mil

On Equipment
20 Absorbent Pads
Access to Spill Kit

Note: During training sessions, DEP staff recognized the difficulty of determining the quantity of hazardous material released. As a guideline, DEP staff recommended that in addition to other criteria that initiated a spill response, any “puddling” of a hazardous material should also initiate Plum Creek’s Action Plan as outlined above.

11. Training/Education Program

Company and contract personnel are trained to meet or exceed the regulations, BMPs and SFIS components associated with their duties. The Company uses several models to train and educate. Major training takes place between audits with a few exceptions. New employees are reviewed for their ability to perform work within the framework of the SFIS before starting field activities – followed up, if deemed necessary by their supervisor, with training through internal mentoring. At the time of hire, contractors are interviewed to insure their ability to carry out their work to Plum Creek's standards. Within 6 months of hire, harvesting contractors must be CLP certified. Training to comply with new laws and rules is addressed in advance of their effective date. Any compliance issue is addressed immediately throughout the New England Region.

Research information is transferred principally by Manomet and CFRU. Both organizations do on-site informational as well as industry wide transfers on a periodic basis. These transfers focus on up to date applied research. In addition, both organizations have web sites of their current and past research that are made available to staff. NCASI information is principally made available through the Manomet and CFRU projects. The US Forest Service is accessed as well on silvicultural issues.

Regulatory agency personnel give training and/or advice on critical and unique topics such as the regeneration protocol, invasive species awareness and control, G1 and G2 habitat requirements, vernal pool BMPs and explain new rules and laws. Principle agencies are LURC, DEP and the MFS with others accessed as needed. Changes and interpretations of the Forest Practice Act and timber harvesting in riparian zones are frequent topics. These training needs are carried out as new rules and BMPs are developed and staff consistent with the Training Matrix, located in each office.

The SIC provides training to both contractors and Area Foresters on items listed in Performance Measure 10.2. Additionally, the SIC provides training on forest planning and wildlife habitat for foresters and contractors. The SIC efforts will be augmented to include training for designated critical habitats as listed under the States NRPA rules, the FPA, SFIS compliance and the Liquidation harvesting law. Forester and contractor training will be tailored to meet each group’s specific needs.

Both chemical companies and the Board of Pesticide Control provide herbicide training to Area Foresters involved in the herbicide program.

Training/education records for company personnel and contractors are retained in Unit offices.

The Company supports the SIC in a broad context. We support the SIC in developing training modules on issues of public and landowner concerns such as wildlife, aesthetics, and harvest planning and delivering this information to forest practitioners.

To insure continuing compliance with the SFIS and Plum Creek’s Training Program, sessions were held in the spring of 2007 covering all required training. Subjects such as aesthetics, water quality BMPs, the Forest Practice Act, wildlife/habitat related issues and herbicide application were provided.

The Company supports the development and distribution of a forest planning document sponsored by SWOAM to help landowners address biodiversity issues including endangered/threatened species and wildlife habitat. The company participates in the SFI 888 number, including field investigations that address public inquires on forestry operations. The Company is responsible to investigate calls coming from a designated area of the State. Participation in tours and presentations for the public and stakeholder groups are routinely done with Manomet, the SIC, AF&PA, CFRU, Maine Tree teacher tours and NCASI on various topics such as water quality, successional indices, riparian legislation, growth and yield and general forestry information.

12. Wildlife Management Program for Plum Creek's Lands in Maine and New Hampshire

Goals

Plum Creek's wildlife management and habitat diversity goals for its Maine property are:

1. Provide a diverse array of habitat types at the landscape level
2. Promote and protect populations of important game and non-game species that are biologically and recreationally significant in Maine
3. Maintain or enhance habitat structure and diversity at the stand level.

Approach

Plum Creek's Maine Wildlife Program has the following three components:

1. Landscape scale habitat assessments and land planning
2. Species-specific management plans using collaborative efforts and project-level planning
3. Stand-level habitat considerations during silvicultural operations where appropriate

Landscape-level Habitat Assessments and Land Planning:

Plum Creek is committed to maintaining wildlife habitat and biological diversity across the Company's Maine ownership. Plum Creek lands offer an abundance of young to intermediate-age forests with their associated habitats and biota. Terrestrial habitat diversity on these lands is maintained through the size and arrangement of harvest units. State rules require separation zones around clearcuts and preclude the use of this harvest method to create large areas with uniform age structure. Topography and other local features of the landscape, as well as protection measures for riparian areas, ponds, species-specific habitats, and special features like rock outcrops, bogs, and wetlands all contribute to greater habitat diversity and biodiversity. Wildlife leave trees, down woody debris and patch retention add further to this diversity.

Aquatic habitat diversity and species protection are achieved through the maintenance of key watershed processes that govern the structure and function of aquatic ecosystems. Forest practice rules to avoid disruption of stream bank integrity, and soil disturbance along ponds, vernal pools and wetlands ensure that steams and ponds provide clean, cold and complex habitat that supports native fish and amphibian populations. These practices include the retention of overstory and understory trees for shade and sediment reduction as well as construction of roads and road maintenance guidelines to reduce or eliminate sediment inputs and barriers to fish movement.

In 2002, Plum Creek contracted with the Manomet Center for Conservation Sciences to develop an assessment of habitat for vertebrate species thought to exist on company forestland in the state. The resulting publication, titled "*Estimates of Vertebrate Habitat Supply for Plum Creek Timberlands in Maine*" by John Hagen and Sacha Peeler provided a landscape assessment that estimated the habitat supply for 209 terrestrial species using a species-habitat data matrix provided in *New England Wildlife: Habitat, Natural History, and Distribution* by R.M DeGraaf and Mariko Yamasaki published in 2001. The report concluded that company lands contained more that 10% habitat for 168 vertebrate species, and some townships had significantly variable habitat profiles, based on past management history.

Conversely, 41 (20%) of the species examined had 10% or less habitat found on company lands, based on forest inventory data and "cross-walking' habitat types found in DeGraaf and Yamasaki. This data will be useful as a baseline to compare with future inventory assessments. Some of these results arose from the fact that some habitats could not be accounted for in PC forest stand types (such as red maple) but others related to habitat preferences to mature forest, mast or pure white pine stands. It was recommended that attention to large living and dead trees as well as riparian zones would likely increase opportunities for accommodating some of these species on company property. Implementation of these findings is ongoing.

In 2007 Plum Creek completed its Cover Type Assessment for Plum Creek Lands in Maine and New Hampshire. This analysis found that broad area of habitat types were being maintained on Plum Creek lands. Similar to the Manomet study, late successional forest stands were limited on the ownership, but within our "shared landscape" other entities were providing these habitats. Plum Creek is working with Manomet to select and implement a set of landscape-level metrics for Company timberlands that can quantify contributions and inform management on the variety of diversity that is being provided or could be provided on PC property.

In April 2007 Plum Creek re-submitted its proposal to develop a Concept Plan for its gateway lands in the Moosehead Lake region. The proposed plan would address 426,000 acres of ownership in northern Maine. The current proposal before the Land Use Regulatory Commission includes a series of conservation measures, including a single conservation easement involving approximately 90,000 acres within the Lily Bay peninsula, along the east and west outlets of Moosehead Lake, around Indian Pond, and the majority of the western shore of Brassua and Little Brassua Lakes as well as areas around Long Pond. In addition, the conservation easement provides permanent protection to undeveloped shorelines of over 45 lakes and ponds within the Concept Plan area. The Plan provides for a Conservation Framework involving approximately 340,000 acres within the region, including easements around First Roach Pond and Spencer Bay.

Forests of Exceptional Conservation Value (FECV):
Through the SFI program, contacts have been made with the Maine Natural Areas Program to identify areas conforming to the NatureServe designation of "critically imperiled" and "imperiled" species or communities (G1 and G2) on Company lands. Sites are to be included in the IFMS database and management plans developed to conserve the sties. Where appropriate, restrictions are placed on operations to conserve a site.

As of May 2002, MNAP and Maine Dept. of Inland Fisheries and Wildlife had identified 97 occurrences of G1/G2 communities, animals and plants in the state. Most of the occurrences are associated with wetland and non-forested areas. For Plum Creek, the database search indicated that one community, the ***Diapensia* alpine ridge**, occurred on Mount Abram in the Salem Township. This is a G2/G3 classified vegetation type occupying high elevations in only 3 locations in Maine. This site was included in a 1,028-acre conservation land sale to the State of Maine in September of 2001.

Two animal sites were noted in the database. One was the **broad-tailed shadowdragon (*Neurocordulia michaeli)*** a G2-classified river breeding dragonfly known for an occurrence along the Moose River near Demo Pond in Sandwich Township. This area of the Moose River is being proposed as a no development zone (500' each side of the river) in the Concept Plan. The other species is the **arctic char (*Salvelinus alpinus*)** which is mostly poplar in its global distribution but has 6 locations known in Maine, one of these being near Plum Creek's ownership around Bald Mtn. Pond in Bald Mountain Township. The shoreland protection zone has been doubled to a 500' buffer around Bald Mountain Pond.

Invasive Species
A list of invasive species that are likely to threaten native plant and animal communities within the Companies operating area will be kept on file at unit offices. For each species, if available, information on identification, distribution, dispersion mechanisms, impacts, and control mechanisms will be obtained. Appropriate state agencies (DEP, DOC and Agriculture will be the principle resources for developing the list. Training will be provided every three years on identification and control. The sportsman's map will be used to raise public awareness.

Species-specific Management Programs:
The Maine operations are involved in several specific management programs involving species of high visibility and ecological importance. Species-specific management is achieved by implementing management plans and by applying management guidelines developed internally or with other agencies and interest groups.

Currently, Plum Creek has about 8500 acres zoned by LURC as white-tailed deer winter areas. In January 2007, Plum Creek and the Department of Inland Fisheries and Wildlife (IF&W) entered into a voluntary agreement to cooperatively manage 32,000 acres of Plum Creek ownership within 19 historical and active Deer Wintering Areas (DWA) to maintain and improve cover and forage conditions for deer. The nineteen DWAs comprise IF&W assessment of the known and potentially important deer winter complexes on Plum Creek's ownership in Maine. In addition to identifying the DWA, the agreement specifies objectives to provide conforming winter cover conditions in over 50% of the softwood dominated stands with each DWA over time, while using active forest management to maintain and improve forest health and economic productivity. The agreement also provides a basis to incorporate new information and adaptive management to improve DWU management plans over time. Under terms of the agreement, Plum Creek and IF&W will meet annually to review progress in achieving management objectives and will discuss current and upcoming activities such as timber harvest, habitat mapping and research conducted in the DWA. In the event that Plum Creek sells all or a portion of an existing DWU under this agreement, the purchaser will assume Plum Creek's responsibilities for voluntary compliance with the agreement for a period of five years after the sale.

Plum Creek works with MDIFW and the Maine Forest Service to protect bald eagle nests when they occur on Company ownership. The Company has recently entered into the Wildlife Management Institute's Maine Woodcock Initiative to develop habitat management guidelines for this declining game species on industrial forest land. The Initiative includes other industrial landowners, state and federal agencies and woodlot owners. The company has also collaborated with researchers from the University of Maine's Cooperative Forest Research Unit to investigate habitat use of pine marten and lynx in the state. The Company has recently evaluated its lands for lynx habitat. The company has provided both financial support and study sites for these efforts.

Stand-Level Habitat Diversity:
The goal of our stand-level wildlife program is to promote habitat diversity at the stand level. Increasing habitat diversity at the stand level broadens the number of species using managed forest habitats on Plum Creek lands. Stand level habitat management is important to a variety of wildlife species including game species and locally important rare species.

Tracking and implementation of the stand-level program is accomplished through the Forest Prescription System. Wildlife habitat features are selected and prescribed during pre-harvest planning and harvest inspection. Implementation is then tracked through project administration and final inspection.

Plum Creek foresters employ many stand level practices that increase within stand diversity and improve wildlife habitat. Many common forest management practices employed to meet silvicultural objectives are known to provide stand level habitat diversity. Practices such as the final harvest, thinning, herbaceous weed control, and natural regeneration are examples. Other contributions to habitat diversity include the following:

Leave Areas:
Areas excluded from harvest, site preparation or planting provide structural and vegetative diversity. Examples include rocky outcrops, wet areas and vernal pools not otherwise requiring buffers, and deer winter cover blocks. The patch retention program Plum Creek has developed with the Manomet Center is another example of this feature implemented at the stand level.

Retention of Wildlife Trees and Snags:
Dispersed leave trees and snags retained after harvest provide structural diversity and "legacy tree" species representative of the pre-harvest stand. In Maine, many bird and mammal species, and several reptile and amphibian species use snags as breeding sites. Leave trees and snags placed in different locations benefit different wildlife species. Saw-whet owls use cavities in and around conifer swamps while red-headed woodpeckers use cavities in open and semi-forested settings. Hawks, owls and eagles are attracted to scattered leave trees in harvest units as hunting perches. Drawing these predators into recently harvested areas can help reduce rodent and beaver damage to regeneration units.

Retention of Slash Piles and Coarse Woody Debris:
Cover, food or growing sites for a diverse group of organisms can be provided through the retention or creation of coarse woody debris and slash during forest management treatments. Small mammals dependent on slash and coarse woody debris provide food for predators like the pine marten and broad-winged hawk. Amphibians such as wood frogs, four-toed salamanders and red-backed salamanders use the cool, moist sites created by coarse woody debris as resting and feeding sites. Winter wrens and ruffed grouse use downed logs for feeding sites and territorial displays. Regardless of the location, coarse woody debris is an important component of the forest ecosystem.

Mast:
Many species of trees and shrubs have seed dispersal systems that benefit wildlife in the form of nuts or berries. High levels of fat, protein and carbohydrates in mast contribute to energy stores needed by wildlife for migration, hibernation, and survival of young. Wildlife species benefited by mast include turkeys, deer, bear, ruffed grouse, wood ducks, squirrels, evening and pine grosbeaks, pine siskin and goldfinch. Mast production is generally favored by increased crown exposure to light, crown size, maturity of trees and shrubs, increased soil nutrients, tempered microclimates, and soil moisture. Most shrub species like dogwoods and June berries will regenerate well and produce mast after cutting, burning or soil disturbance. Concern over beech health has led the Company to favor disease free beech during partial cut entries.

Travel Corridors:
Corridors that facilitate wildlife movement between habitat types can be created or maintained by strategically employing a stand break that is needed for adjacency or visual resource considerations. Travel corridors incorporating a stream management zone or wetland complex have an increased probability of use by a wide variety of wildlife. Plum Creek's deer wintering area BMP's incorporate corridors linking cover and foraging areas.

Patterns of Cutting:
Stand level and landscape level wildlife objectives can be achieved by employing a variety of sizes and

shapes of harvest units. Silvicultural decisions can differentially benefit wildlife species ranging from selection cutting at the fine scale to coarse scale management created by large clearcuts. Factors that can be considered when designing harvest units include the size of the management unit, home range requirements of large animals, aesthetics and natural disturbance regimes. For instance, larger patch sizes historically occurred under natural disturbance regimes and salvage of insect-killed conifers in Maine. Large clearcuts in this type can benefit sensitive shrub land and young conifer stand species such as ruffed grouse and lynx. The edge defined by the transitional areas between two forest types or successional stages is a well-known "magnet" to wildlife species such as deer, ruffed grouse, indigo buntings and chestnut-sided warblers.

Beaver Ponds and Vernal Pools:
Small beaver ponds and seasonal pools provide habitat for a wide variety of aquatic and terrestrial wildlife species in Maine. Vernal pools and wetland incursions retain water for longer periods than "puddles", often extending beyond the early spring when they are full of melt-water from runoff. Beaver ponds often support fish populations and can attract species such as ospreys. Vernal pools are important to amphibian breeding populations because they do not contain fish populations, which prey on salamander eggs. Applying guidelines for water quality, leave trees and snags, coarse woody debris and slash adjacent to these areas can prevent siltation, excessive warming and premature drying-up of these ponds.

Shoreland Management Areas:
Maine shoreland zoning rules require that wood vegetation be retained adjacent to streams and ponds to maintain shade and reduce sedimentation. Many wildlife species in Maine use these riparian areas for food or cover. Most also use upland habitat, but several species are "obligates", strongly associated with water, or adjacent vegetation. Woodcock require dense woody cover from riparian forests or shrubs; prothonotary warblers, tufted titmice and wood ducks are dependent on existing cavities in riparian forests. Other wildlife species are attracted to coarse woody debris and mast that are produced in riparian habitats.

Monitoring and Continuous Improvement:
Plum Creek supports research and monitoring of the effectiveness of best management practices for fish and wildlife habitat maintenance and protection. We generally rely on state monitoring programs to measure trends in species abundance and viability. We compliment agency efforts by participating in research programs through the University of Maine Cooperative Forest Research Unit and the National Council for Air and Stream Improvement. The company is also engaged with the Manomet Center for Conservation Science on landscape habitat and stream temperature research projects.

The operations staff enlists the efforts of the Company's Environmental Science Group to develop specific programs such as the Deer Winter Area BMPs and support collaborative research efforts with fieldwork and data analysis. Results of these efforts are prepared for internal briefings and reports to outside organizations and regulatory agencies.

Working with the Manomet Center for Conservation Sciences, Plum Creek has recently completed development of a Biodiversity Scorecard . The primary objective of this Scorecard is to implement and monitor a set of landscape-level biodiversity indicators for Plum Creek timberlands in Maine. These indicators will be used to evaluate aquatic and terrestrial habitat features across the ownership and inform future land management decisions.

APPENDIX C

MDIFW Rare, Threatened, and Endangered Species Mapped in the Moosehead Region Conservation Easement as of April 2009[1]

Scientific Name	Common Name	State Rank	SPROT	Township	County	Location
Neurocordulia michaeli	Broadtailed Shadowdragon	S3S4		Sandwich Academy Grant	Somerset	Misery Knob
Microtus chrotorrhinus	Rock Vole	S3		Alder Brook TWP	Somerset	Canada Falls Lake
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Sandwich Academy Grant	Somerset	Brassua Lake West
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Sandwich Academy Grant	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Spencer Bay TWP	Piscataquis	Spencer Bay
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Sapling TWP	Somerset	Indian Pond North
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Sapling TWP	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Bowdoin College West	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Bowdoin College West	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Beaver Cove TWP	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Long Pond TWP	Somerset	
Haliaeetus leucocephalus	Bald Eagle	S4B,S4N	T	Jackman	Somerset	
Euphagus carolinus	Rusty Blackbird	S3N,S3S4B	SC	Brassua TWP	Somerset	Brassua Lake West
Euphagus carolinus	Rusty Blackbird	S3N,S3S4B	SC	Thorndike TWP	Somerset	Churchill Stream

[1] Note: Additional sites documented by Woodlot Alternatives, Inc. during 2007 surveys of the Conservation Easement will be reviewed MDIFW and incorporated into an updated table prior to execution of the Management Plan.

APPENDIX D

Strategy for the Management of Deer Wintering Areas in Maine

A Strategy for the Management of Deer Wintering Areas in Maine

A Voluntary Agreement Between

The Maine Department of Inland Fisheries and Wildlife
&
Plum Creek, Maine Timberlands, L.L.C.

January 4, 2007

It is the intent of Plum Creek, Maine Timberlands, L.L.C. ("Plum Creek") and the Maine Department of Inland Fisheries and Wildlife ("IF&W") to voluntarily cooperate and communicate on the identification and management of deer wintering areas ("DWAs") on certain property owned by Plum Creek in the State of Maine. Plum Creek and IF&W have agreed to enter into this voluntary program with the mutual understanding of the following:

1. Although Plum Creek is under no legal requirement to provide DWAs, the parties recognize the public benefits from the ongoing cooperative management of DWAs as provided herein;
2. IF&W, in conjunction with the Land Use Regulation Commission ("LURC") has the legal authority to zone DWAs for the public benefit, and so long as this Voluntary Agreement remains in effect and the parties continue to cooperate as provided herein, IF&W will not pursue such zoning with respect to property owned by Plum Creek.

This document will clarify management objectives, identify management approaches and specify timelines and tasks that Plum Creek and IF&W will complete to cooperatively manage 19 historical and active DWAs presented to Plum Creek by IF&W. This Voluntary Agreement pertains only to the specific 19 DWAs located on property owned by Plum Creek and depicted on the maps attached hereto as Exhibit "A" and incorporated herein by this reference. These 19 DWAs represent the total known potential important deer wintering complexes on Plum Creek's current Maine ownership as of the date of this agreement. Both parties must mutually approve changes, deletions, or additions to this list of DWAs, subject to all the terms of this Agreement.

In 2005, Plum Creek received digital data from IF&W for potential DWAs, which incorporated a variety of historic and LURC-zoned P-FW (as described in LURC's Land Use Districts and Standards, Chapter 10, Sub-Chapter I, 10.16, C. 2. b. (1), sites on and adjacent to Plum Creek property. During 2006, Plum Creek conducted an analysis project to inventory current habitat conditions within 22 historic DWAs. From this analysis, Plum Creek has selected significant current and future conforming winter cover and has developed Deer Management Units (DWUs) within the historic yard envelopes. Plum Creek is currently developing management plans for the DWUs. Plum Creek and the Department have met and corresponded throughout the process to exchange information and obtain feedback on interim products. This process is expected to continue in the future as more information is obtained and forest management operations are initiated in the DWUs. Plum Creek will continue to keep the IF&W appraised on forest management activities within these DWUs as explained later below.

Goals and Objectives

Plum Creek's Deer Wintering Area program has the following goals and objectives:

- Provide conforming winter cover conditions in over 50% of the area of forest stands that are primary softwood sites within each designated DWU over time and avoid significant reductions in conforming cover while managing for this goal. Although Plum Creek and IF&W both recognize that achieving over 50% conforming winter cover may not always be attainable, both parties believe it is a beneficial goal to work towards.
- Utilize active forest management and a variety of silvicultural techniques to maintain and improve forest health while manipulating stands to desired future habitat conditions and generating acceptable economic return to the company. Manage DWUs to ultimately provide a balance of forest age classes in each DWU creating an equal distribution of stands represented by approximately the same acreage in each of Plum Creek's 4 tree size classes. This long-term management goal will provide conforming winter cover and fiber supply on a consistent and sustainable basis.
- Incorporate new information and adaptive management to revise and improve DWU management plans on a periodic basis.

Plum Creek will develop and implement DWU specific management plans that will produce conforming winter cover over the long term while using monitoring and modeling techniques to evaluate current conditions and plan attainment. While LURC standards consider requirements for the shelter portion of deer wintering areas met if forest stands are composed of over 50% conifer stems and contain a conifer crown closure of over 50% with predominant tree heights of over 35', Plum Creek understands that IF&W would prefer a component of conforming cover to support softwood crown closures greater than 70% to better meet deer biological winter needs. Plum Creek will be sensitive to this issue as it manages the DWUs as outlined in the Timber Management Guidelines detailed below.

It is further understood that IF&W wishes to see progress made in increasing sustainable conforming winter cover for deer through this document. Plum Creek concurs with this objective and will be aligning its forest management practices to foster positive results within reasonable time spans for the combined DWU complexes. Given the many different conditions currently existing within the individual yards, responses achieved will vary as to ultimate success and rapidity in reaching a particular DWU's potential. Both IF&W and Plum Creek expect and anticipate that the deer population wintering within the DWUs will show positive trends associated with increased conforming winter habitat through the management efforts outlined in this agreement.

Biological Considerations in the Management of Deer Wintering Areas

Research and management of deer wintering areas in Maine and elsewhere suggests that effective winter cover is dependent on the following structural attributes at the stand level:

- Tree composition of the stand
- Size of the trees within the stand
- Density of the trees within the stand
- Size of the stand
- Location on the landscape

Plum Creek's process for selecting cover and managing stands within the historical Deer Wintering Areas proposed by IF&W has incorporated the above considerations in the following ways:

1. Stands identified for retention and special management emphasize existing conforming cover, are softwood dominated, have over 50% softwood crown closure, are over 30' tall and have achieved good size class development. Plum Creek has developed a "crosswalk" to conservatively link inventory types to conforming cover.
2. Stands selected for retention and special management were located along riparian zones and ponds, adjacent to existing LURC-zoned deer wintering areas (P-FW), and were aggregated to larger patch and stand sizes to provide effective interior microclimate conditions.
3. Connectivity was emphasized when needed to link substantial cover blocks with existing cover or stands that would reasonably provide future cover.

Hardwood dominated stands were sparingly selected for special management as they likely would not be capable of providing conforming cover without extraordinary silvicultural investments. Pre-commercial thinning and plantations were sparingly selected. Significant investments in these stands would be necessary to retain them as conforming cover beyond anticipated rotation ages as many plantations and pre-commercial thinning sites were derived from stands having a high natural component of hardwood.

Plum Creek plans to develop an active and adaptive management plan for each DWU which will incorporate the silvicultural treatments outlined below in the "Timber Management Guidelines" section, monitoring to verify existing stand conditions, evaluation of deer use during winter periods and periodic review of the appropriate configuration of DWU boundaries. Information and experience obtained from this program will be used to revise the plans on a periodic basis as needed. Progress on this objective has already been made with assistance of a biological team from Woodlot Alternatives who have examined 20 DWUs on the ground to verify or revise cover type designations and estimate future development of conforming cover conditions in stands currently in a non-conforming condition.

To address IF&W concerns about future trends in habitat within DWUs as a result of cover retention, harvest and projected re-growth of stands, Plum Creek will run each DWU through a modeling analysis to estimate the amount and distribution of conforming cover at decadal intervals and/or in response to significant harvest entries and share the results with IF&W. The first iteration of this process will be for 15 years, which can capture realistic harvest and management actions from operations staff. This is expected to show progress toward, or departures from, IF&W and Plum Creek's mutual goals for providing conforming winter cover.

Plum Creek remains concerned over the impact of many factors that can influence deer use of wintering areas. Working with the University of Maine Cooperative Forest Research Unit, IF&W, and other partners, Plum Creek plans to initiate and participate in several research projects that hopefully will clarify issues, such as predation impacts, deer harvest strategies and the influence of forest structure on deer wintering area microclimate conditions and deer use of the DWUs. Plum Creek is especially interested in research that will lead to determining the amount and structure of conforming cover sustainable within a DWU over the long term and the corresponding rate of economic return. Results of these collaborations will be considered as a part of this document's adaptive management approach. Additionally, this collaboration process will investigate and report on the financial costs and benefits to Plum Creek for carrying out the proposal. It is important that IF&W and Plum Creek explore all management issues and challenges that could affect the success

of the company's deer wintering area management program and productivity of resident deer populations in the state.

Timber Management Guidelines

Deer Wintering Units will be managed with a goal to provide a sustainable level of conforming deer winter cover and fiber supply, principally by providing a balance of age classes in each Unit through the practice of even-aged management. An even distribution of stands would be represented by approximately the same acreage in each of the size classes (classes 1-4) now recognized in Plum Creek's forest inventory protocol (see attached, Exhibit "B"). This long-term management goal will provide deer wintering cover and fiber supply on a consistent and sustainable basis and will support the IF&W and Plum Creek mutual goals for sustaining conforming deer winter cover in each Unit.

Creation of a balanced age class structure on relatively small acreage will be challenging and require extraordinary administrative and management commitment and cost over current efforts. Balancing an age class over extensive landscapes is far less difficult than on multiple and limited acreage.

Plum Creek's cover type, density and size classes in conjunction with field verification will be the surrogates for conforming winter cover. Within the Plum Creek forest typing system, conforming deer wintering cover will be occurring in softwood and softwood-hardwood stands (S&SH) having A and B densities, in size classes 3 and 4. The distribution of softwood crown closure greater than 50% within the 3 and 4 size classes will be dependent on many factors including: extending the first harvest entry, extending the time between harvest entries, species selection (softwood versus hardwood), harvest intensity and harvest method (thinning, shelterwood, over story removal or clearcut). Such factors as soils, pre-commercial activities and species make up of the conforming stands will also greatly influence the distribution of crown closure. All of these factors will be considered in formulating management plans to provide conforming winter cover required by wintering white-tailed deer.

The rotation age of forest stands within and between DWUs will differ based on factors such as current structure, species, maturity (both economic and biological) soils and the amount of pre-commercial work undertaken. For example, in pre-commercially thinned softwood stands heavy to fir, the rotation will on average be under 50 years while the rotation for a mixed wood stand having spruce and tolerant hardwoods, could be expected to exceed 50 years. Extended rotations will be considered for healthy wind firm stands to assist in providing conforming winter cover to meet IF&W's and Plum Creek's mutual goals.

Silviculture activities in size classes 1 and 2 will likely be non-commercial and concentrated on density reduction and species selection. This provides the opportunity to manipulate developing stands toward desired future conditions for winter cover as well as merchantable timber. At its election, Plum Creek will consider such activities.

Stands in size class 3 will normally be candidates for commercial thinning and early stage shelterwood harvests. In the more mature size class 4 stands, intermediate and final shelterwood harvests will normally take place. Some stands may not be thinned and will be regenerated either through the clear cutting technique or the shelterwood process.

Thinning and early to mid stage shelterwood harvests will be carried out in a manner to increase the softwood component whenever reasonably appropriate. Such factors as wind firmness and tree health will influence the extent that softwood can be favored over hardwood.

Commercial harvests, road construction, the opening of new mineral extraction areas and other uses (management plans) within the DWUs will be reviewed and approved by biologists either employed or contracted by Plum Creek that have full knowledge of deer habitat requirements in Maine as it is currently understood. Plum Creek will consult on pending management plans and attendant impacts on DWUs with IF&W on an annual basis. Subsequent to the annual review, IF&W biologists will have 15 days in which to review and comment on Plum Creek's management plans. Any modifications to plans previously reviewed will also be subject to a 15-day review and comment period by IF&W. If IF&W disagrees on a specific plan, the dispute will be resolved as described below.

Given that DWUs are located predominately on wetter soils, tree species selection will be limited compared to the general landscape. Principal softwood species being managed to provide conforming winter cover will be spruce, fir, hemlock, cedar and pine. Although not a commercially preferred species, cedar will be given preference to assist in deer management where practical. Tolerant hardwoods, except for yellow birch, will not be as abundant as the mid-tolerant and intolerant species such as red maple, ash and in some cases poplar.

Harvest Timing
Harvests will be timed when practical to favor and protect softwood regeneration. No one season will be best for all the softwood silvicultural objectives. Use of pesticides may be an option provided Plum Creek chooses to use this tool.

Road Construction
Roads within the DWUs will be managed to facilitate deer mobility during deep snow conditions with right-of-way widths ranging between 30' and 50' depending on the resource being crossed and local site conditions. Consideration will be given to construct winter roads in place of gravel roads whenever Plum Creek deems conditions and circumstances are appropriate (See LURC's definition of a "winter haul road")

Mineral Extraction
Gravel, road building materials and other minerals can be removed from DWUs. The impact of the extraction area to the deer wintering unit will be considered before borrow or other pits are developed. Plum Creek's intent is to modify extraction plans if deer wintering units will sustain significant long-term harm.

Public Access
At Plum Creek's request, IF&W can control public motorized access to the deer wintering units if such access is unfavorably impacting the deer.

Other Uses, Structures
Given the size of the deer winter units, both individually and in total, other uses and structures may at times be considered. Uses that would significantly impact the DWUs will be evaluated in consultation with IF&W for their impacts and possible modifications including exclusion and mitigation.

Terms of Agreement: Resolution of Disagreements
The parties intend to utilize the process described herein for an initial five (5) year term. There will be an annual consultation process between representatives of Plum Creek and IF&W that will occur within thirty (30) days of the anniversary date hereof to review Plum Creek's progress with the goals and objectives described herein. If Plum Creek and IF&W agree during such annual consultation process, this Agreement will extend an additional one-year period for all DWUs except for those DWUs for which disputes have failed to be resolved by following the process described as follows. If a dispute arises between Plum Creek and IF&W with respect to Plum Creek's achievement toward the goals and objectives described above, Plum Creek's designated biologist and IF&W's regional wildlife biologist will attempt to resolve the difference. In the event the disagreement(s) can not be resolved at the this level, Plum Creek's biologist and IF&W's regional wildlife biologists will meet with Plum Creek's General Manager and IF&W's Regional Management Supervisor to review the disagreement(s). If disagreement(s) cannot be resolved at this level, Plum Creek and IF&W may, at their option, consult with third parties having technical expertise in forestry and deer management and obtain their non-binding recommendations. In the event disagreements cannot be resolved within 120 days of their initial discovery, this Agreement may, at either party's election, terminate as to the individual DWU(s) in dispute only and thereafter, neither party will be bound by the terms hereof as to that particular DWU. At the request of either party, this Agreement will be amended in writing to reflect such partial termination. Resolution of these disagreements will be based on language, goals, objectives and expectations stated in this Agreement.

Land Sales
In the event Plum Creek sells all or any portion of an existing DWU that is subject to this Agreement, Plum Creek shall notify the purchaser of such property of the existence and terms hereof and such purchaser shall upon closing assume Plum Creek's voluntary obligations hereunder as to the property acquired for a period of five (5) years after the date of such sale and Plum Creek shall be released from its obligations as to the property sold.

Catastrophic Events
Events such as wind throw, snow/ice damage, fire, insect and disease outbreaks can be expected to happen from time to time. Such events have the potential to affect the current and future amount of conforming cover. For example, snow damage in several DWUs is resulting in final (salvage) harvests within conforming cover well before optimal harvests for cover should occur. Plum Creek will notify IF&W of instances when significant damaging natural events may necessitate management actions that could materially affect short and long-term habitat goals.

No Third Party Beneficiaries

Plum Creek and IF&W agree that no third parties are intended to benefit from the existence of this Agreement.

DATED this ___ day of _____, 20__.

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

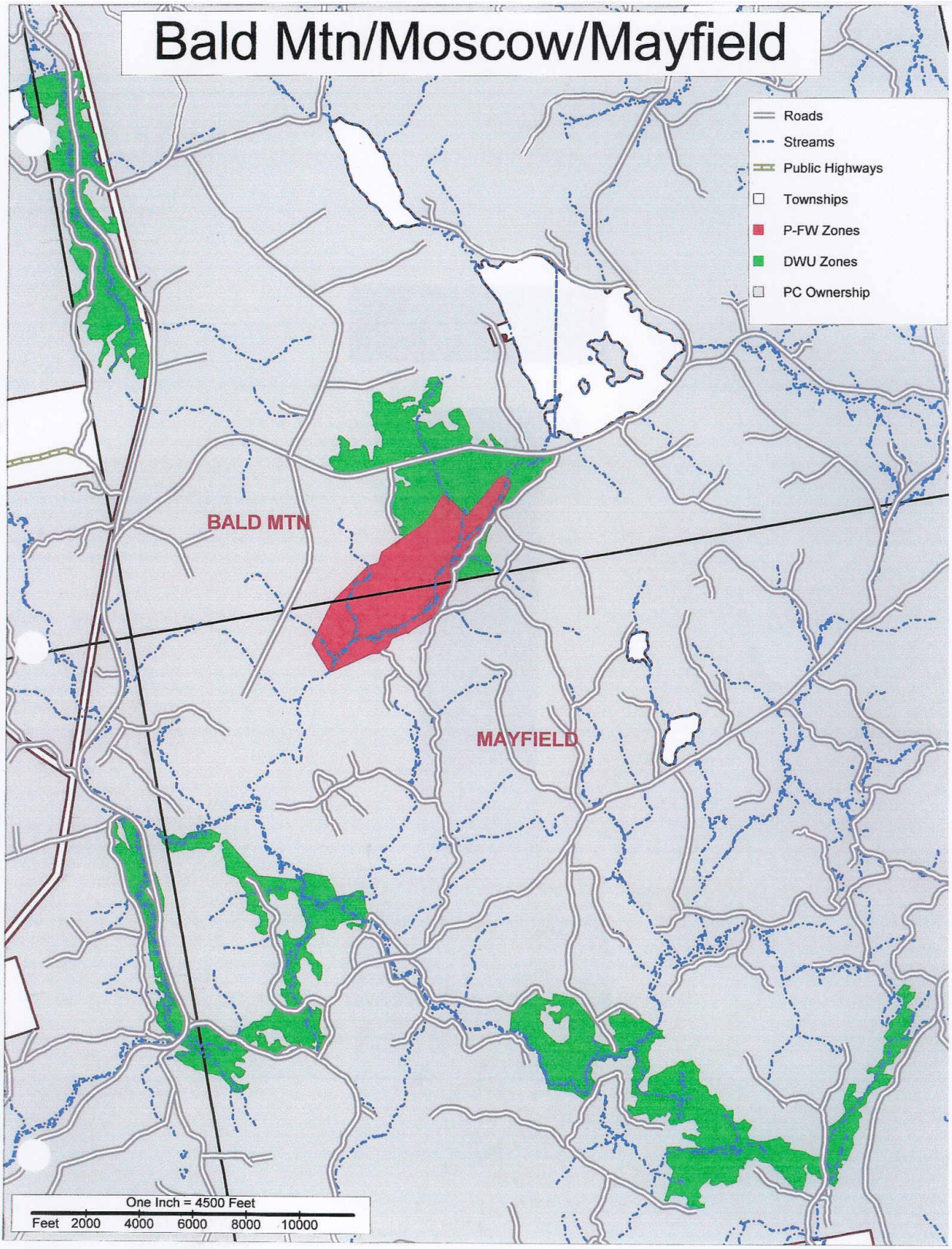
By: _____
Name: _____
Title: _____

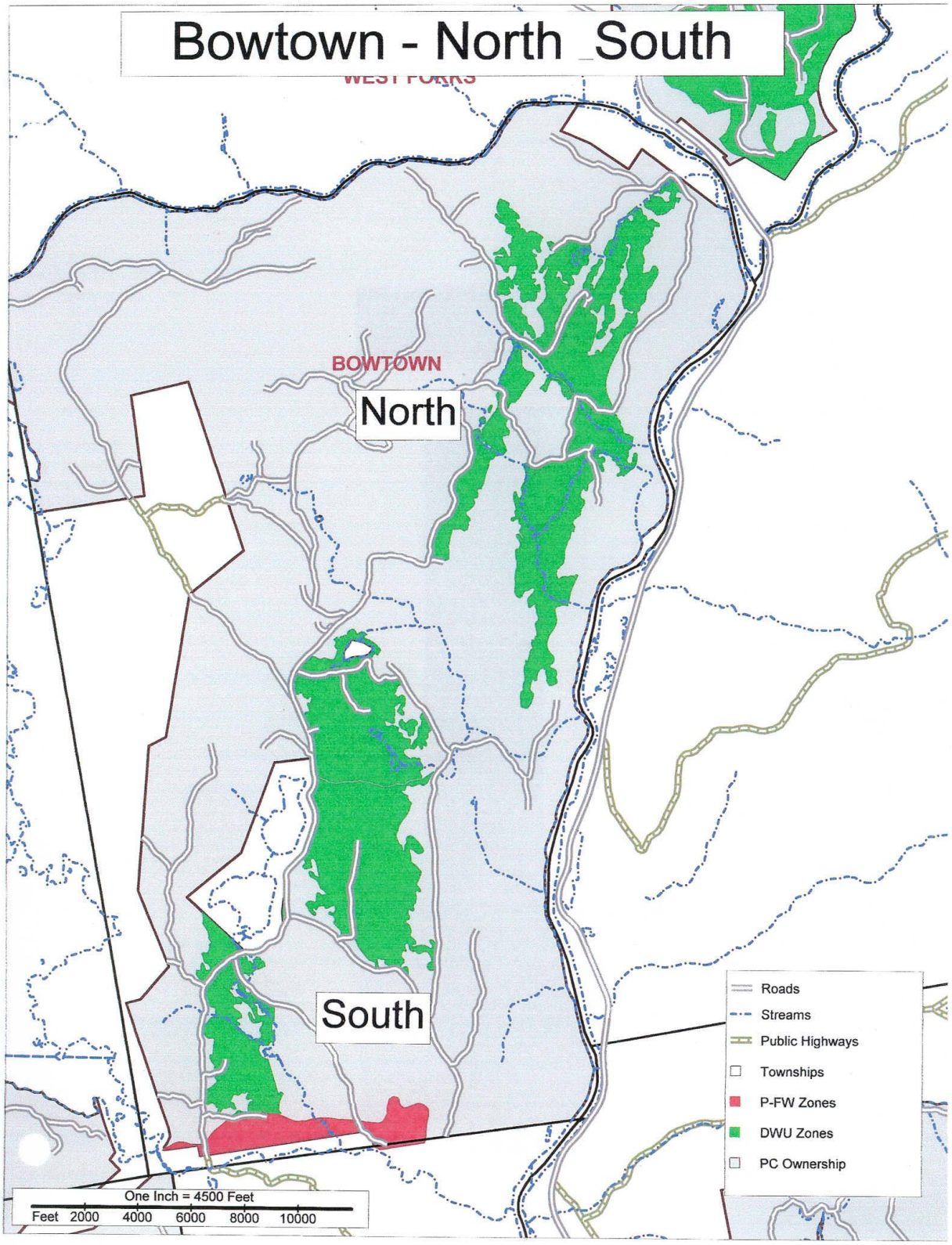
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE

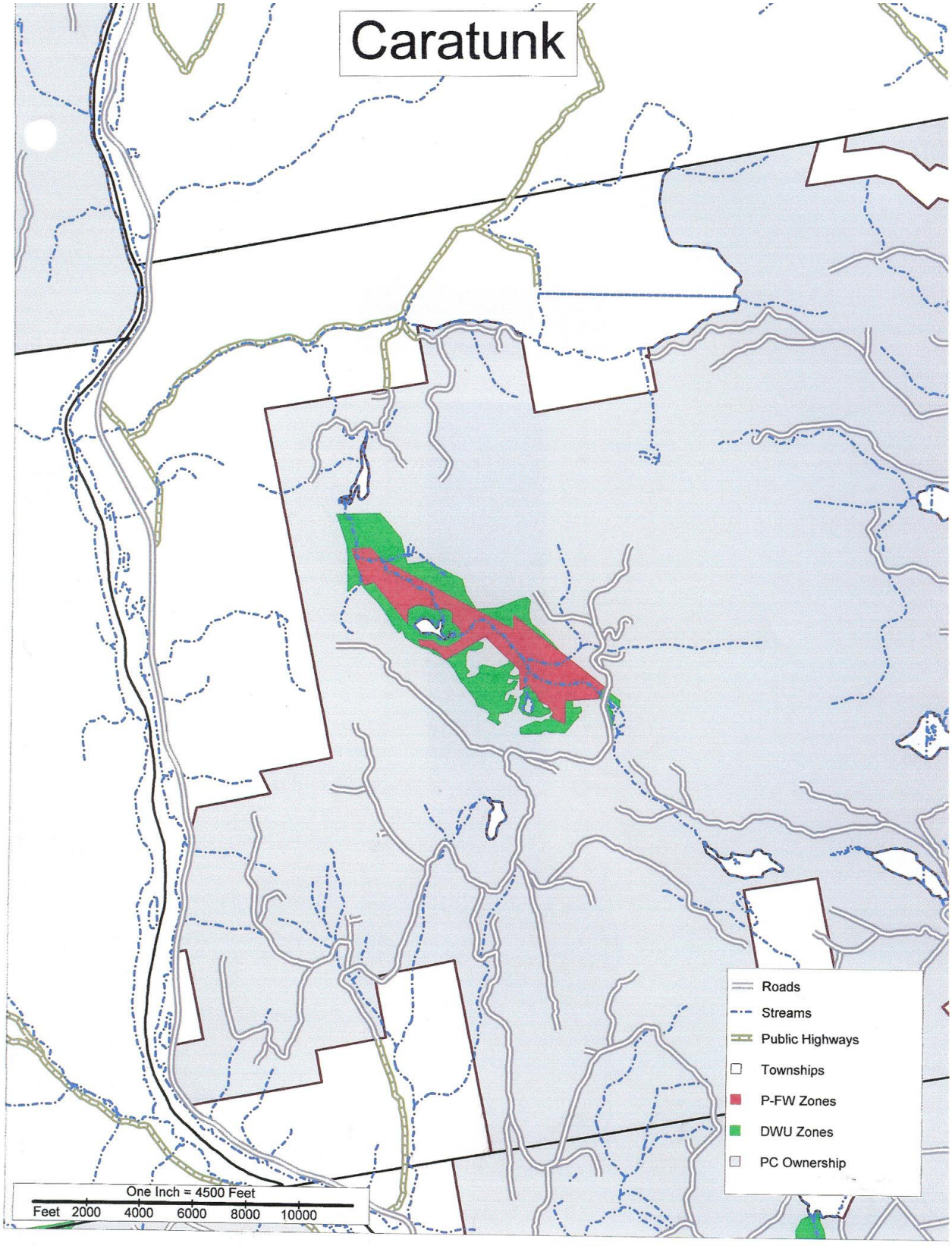
By: _____
Name: _Roland D. Martin_____
Title: _Commissioner_____

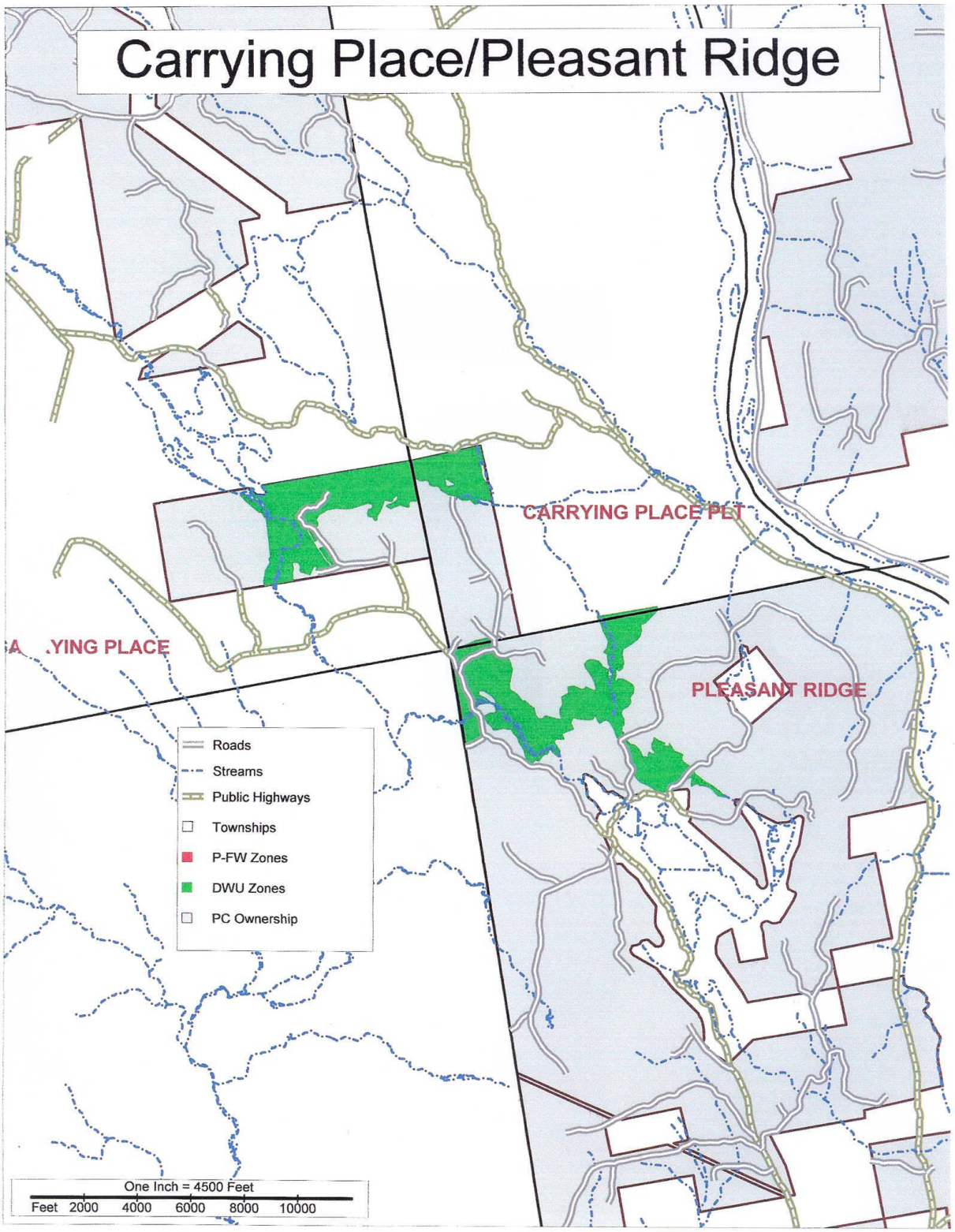
EXHIBIT “A”

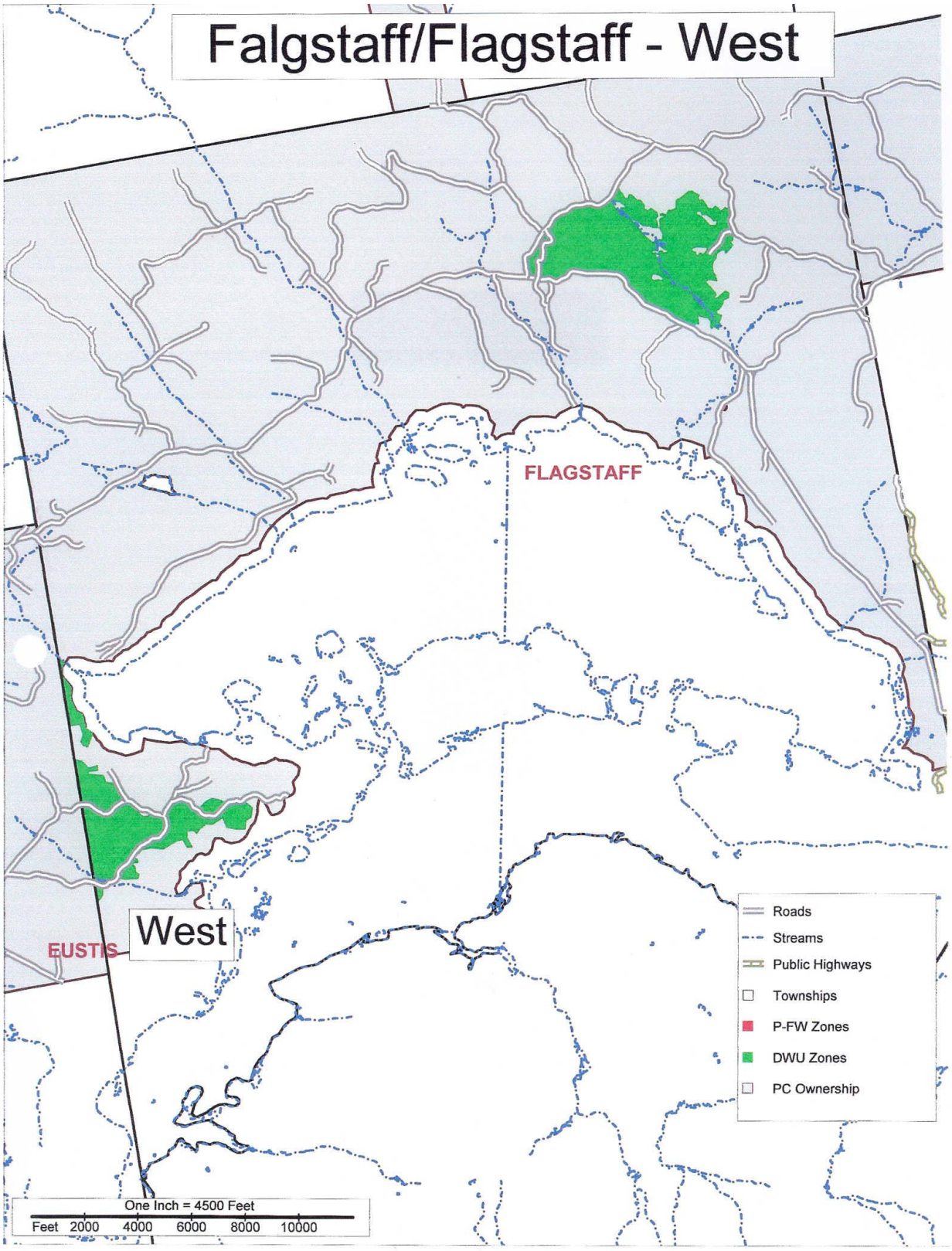
Maps Depicting 19 DWUs
and
Associated P-FWs

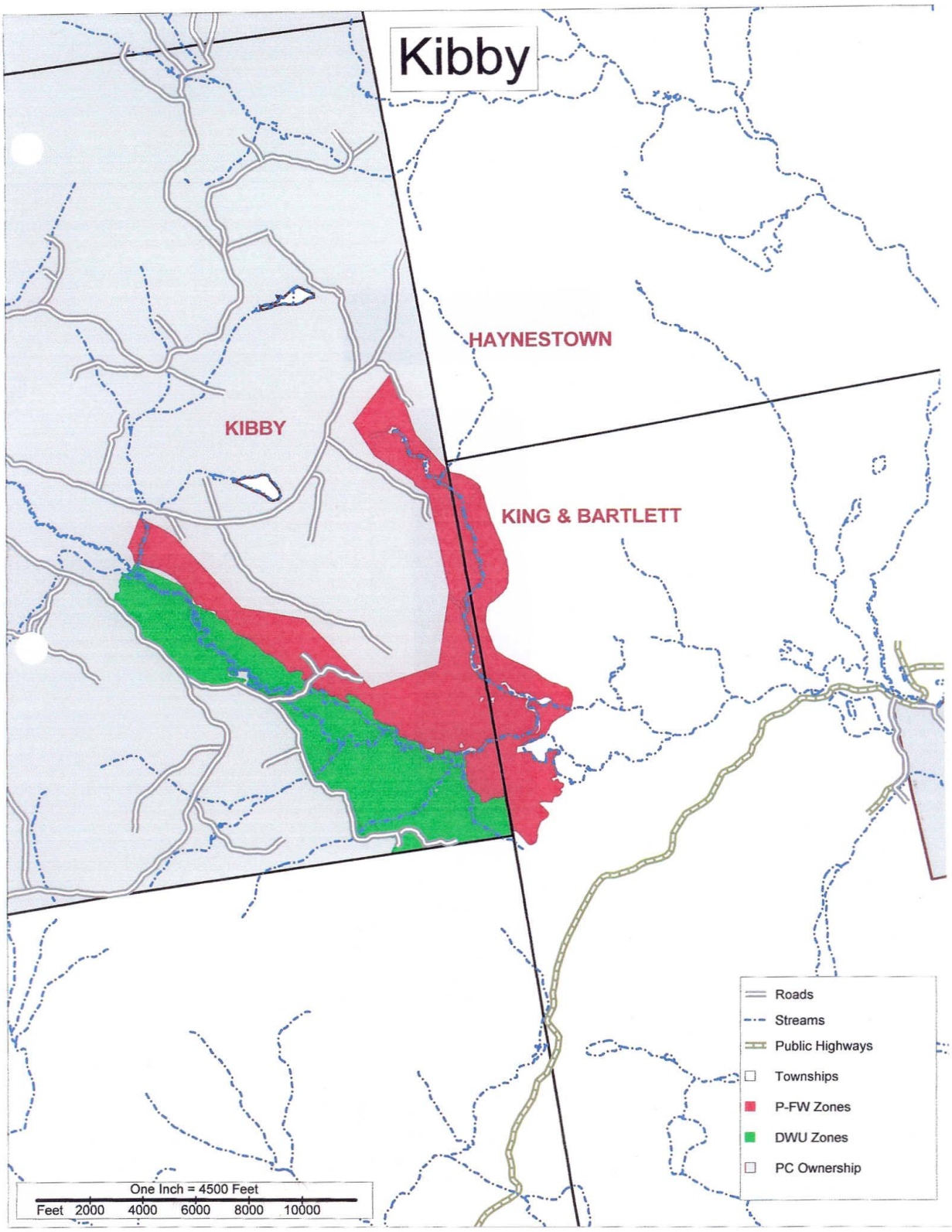

Bald Mtn/Moscow/Mayfield
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
BALD MTN
MAYFIELD
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

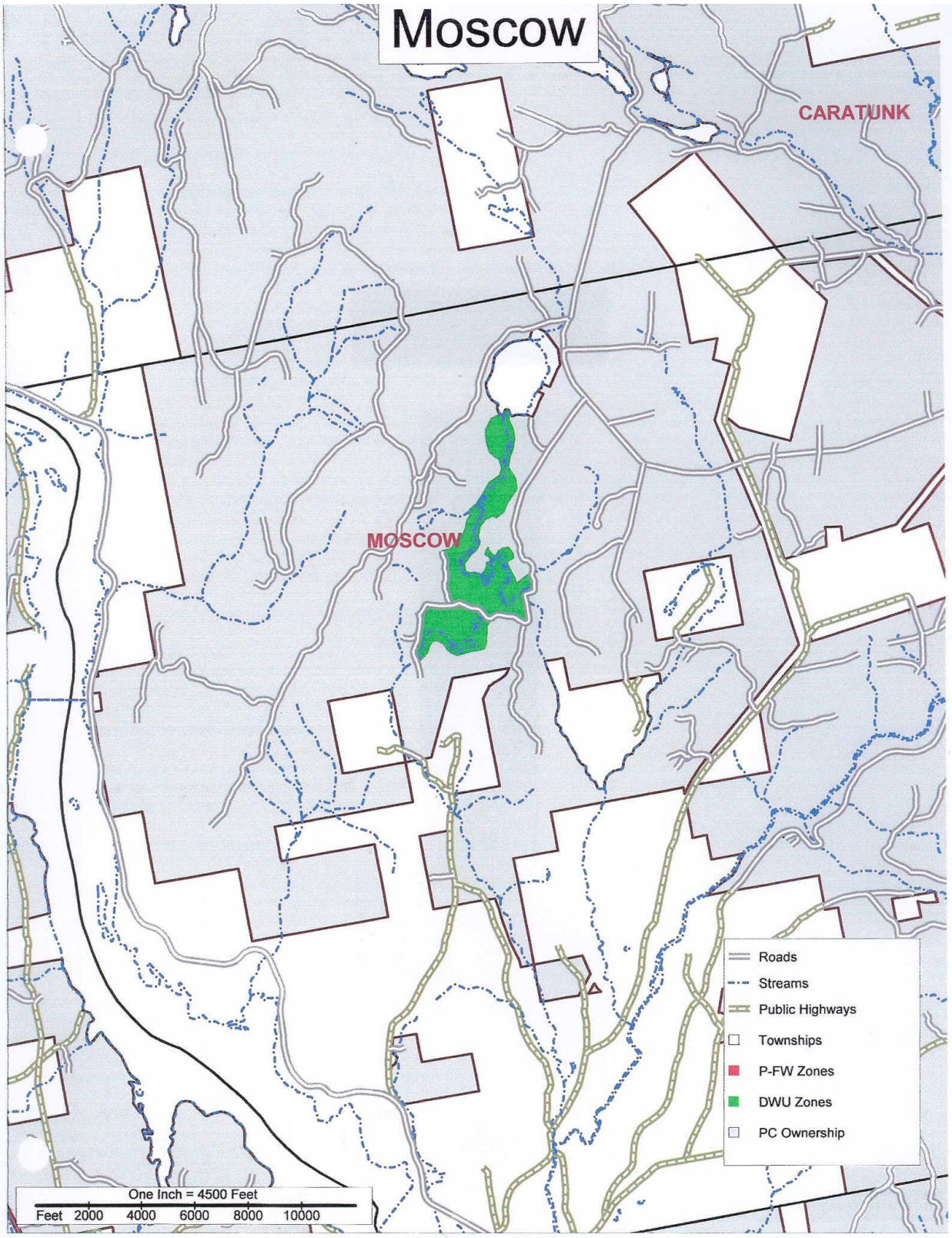

Bowtown - North _South
WEST FORKS
BOWTOWN
North
South
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000


Caratunk
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

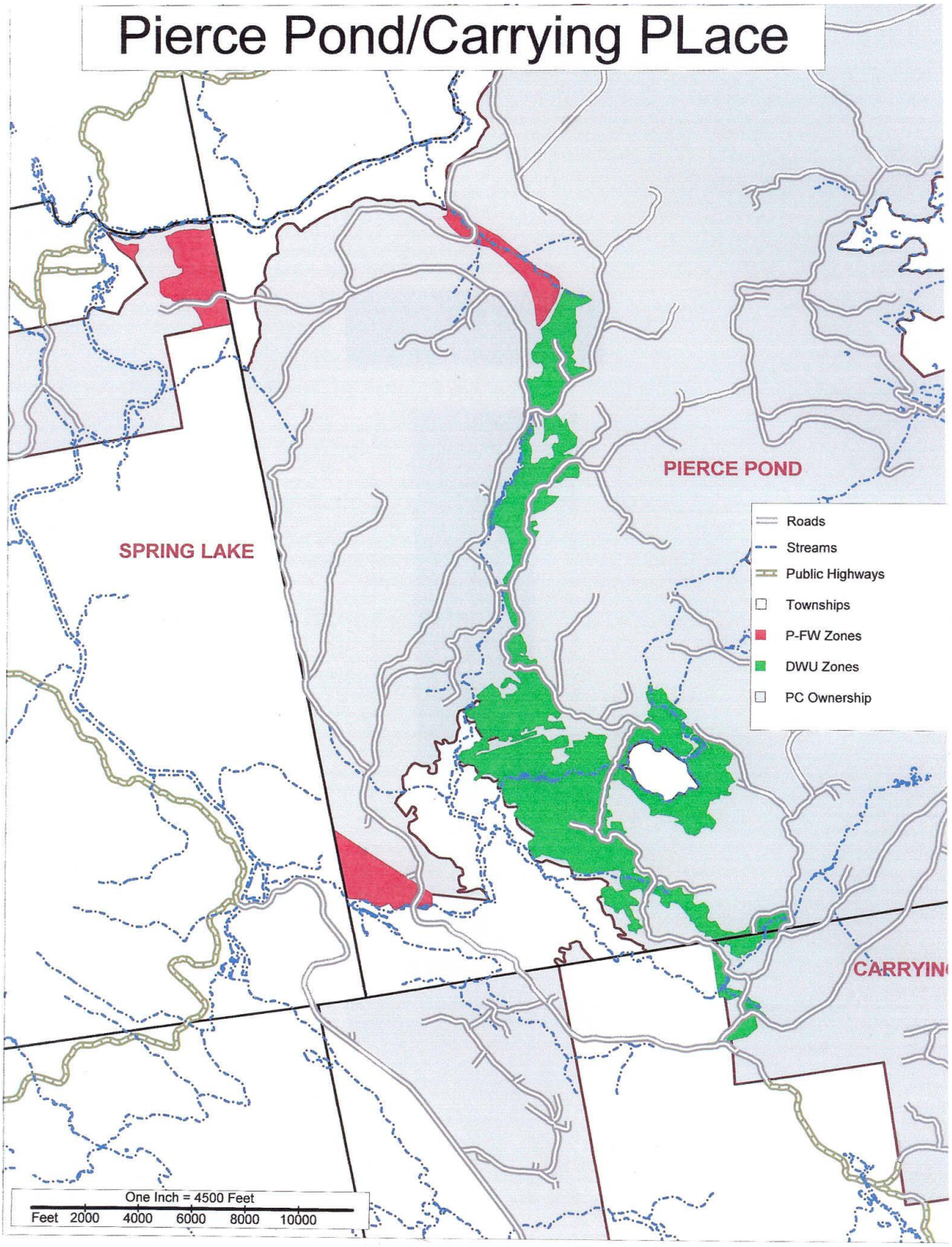

Carrying Place/Pleasant Ridge
CARRYING PLACE PET
YING PLACE
PLEASANT RIDGE
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

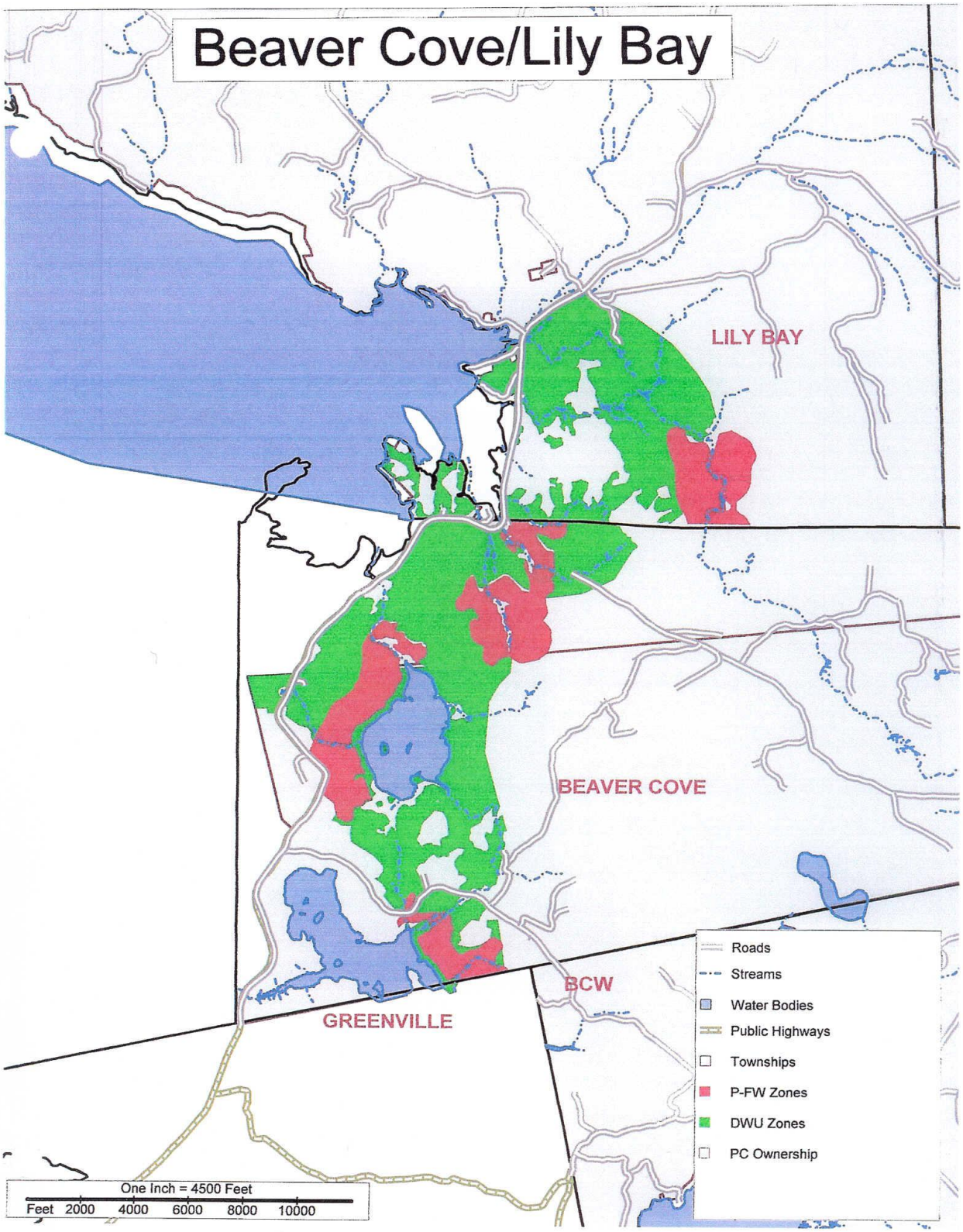

Falgstaff/Flagstaff - West
FLAGSTAFF
EUSTIS
West
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

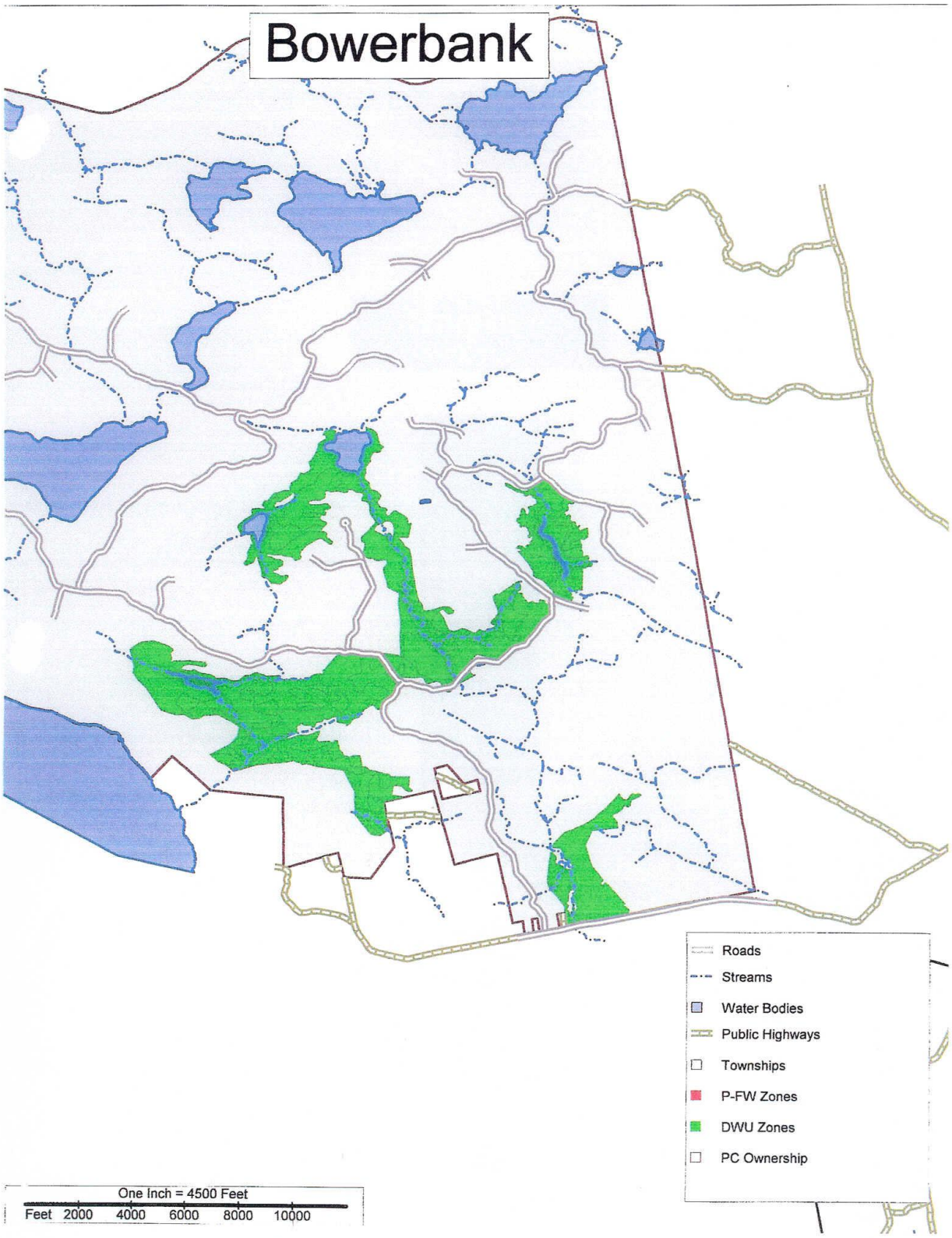

Kibby
HAYNESTOWN
KIBBY
KING & BARTLETT
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000


Moscow
CARATUNK
MOSCOW
Roads
Streams
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

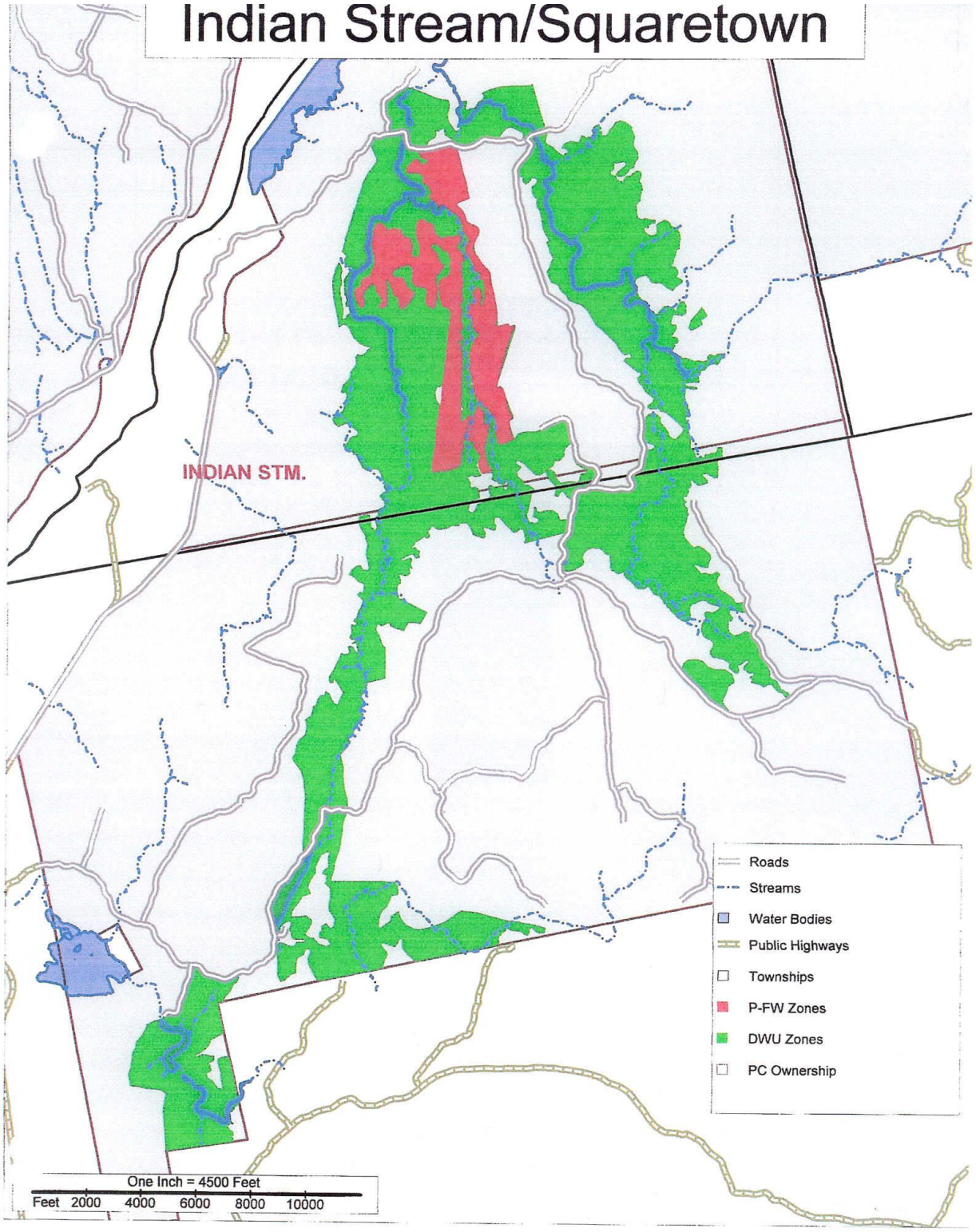
Pierce Pond/Carrying PLace



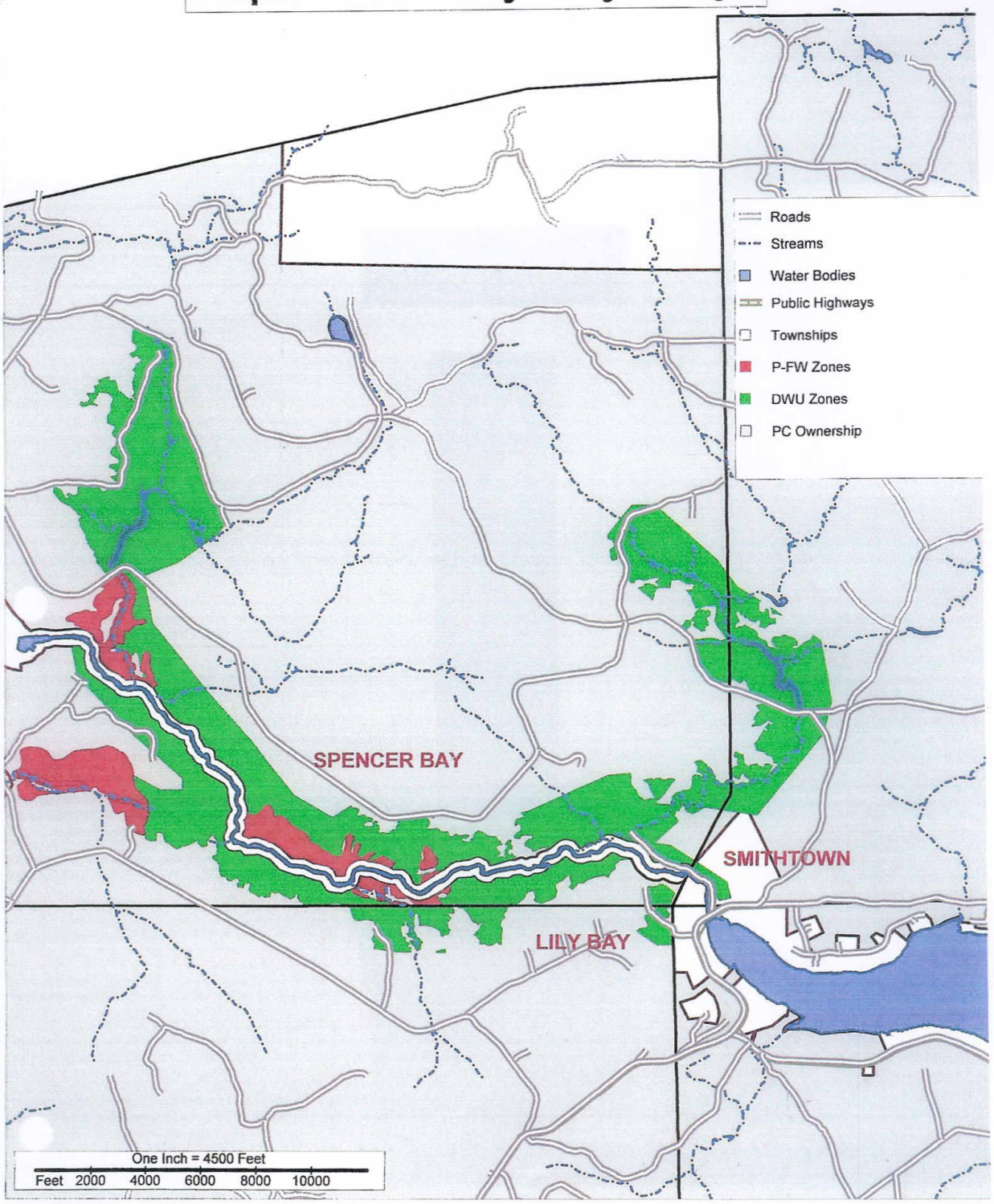

Beaver Cove/Lily Bay
LILY BAY
BEAVER COVE
BCW
GREENVILLE
Roads
Streams
Water Bodies
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

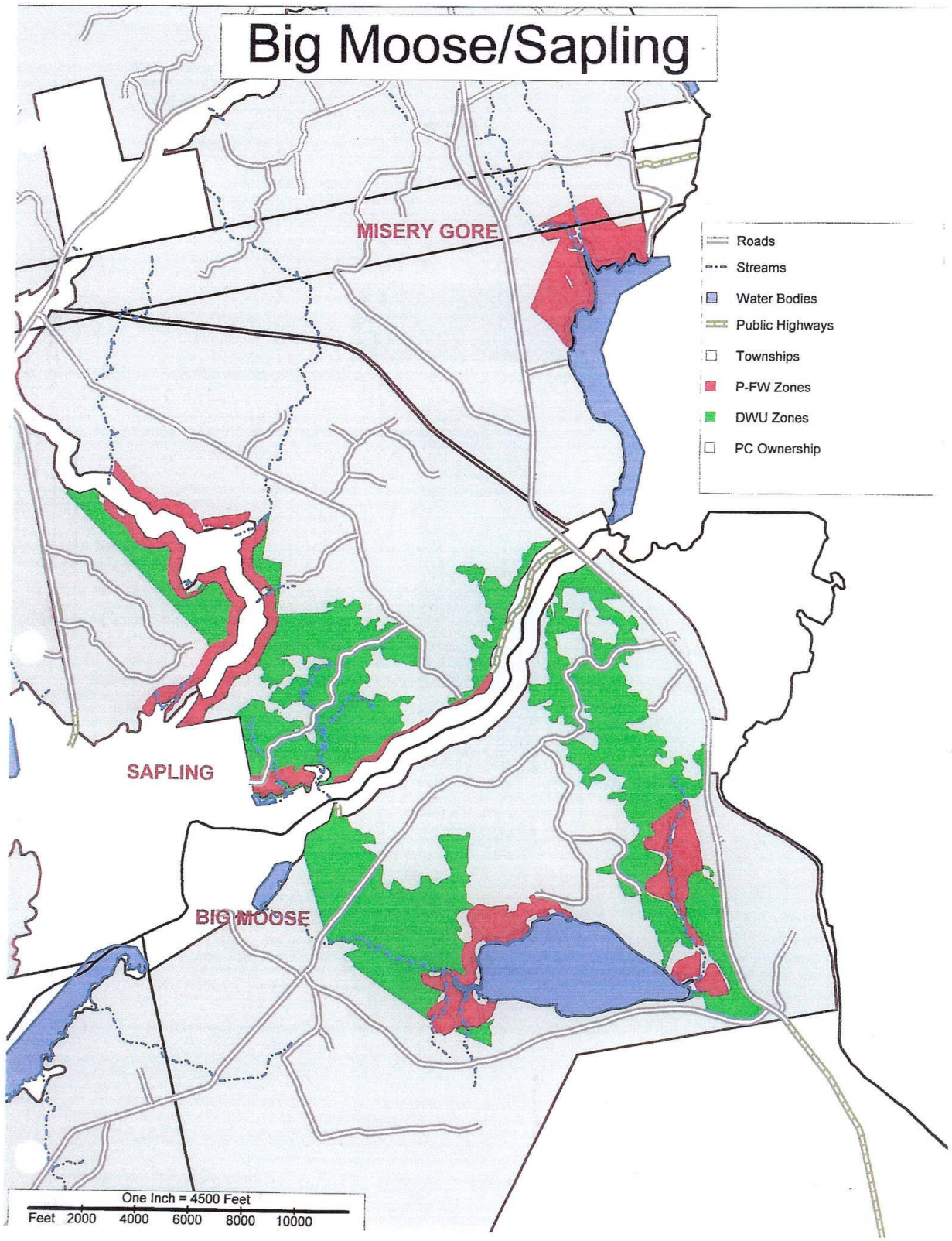

Bowerbank
Roads
Streams
Water Bodies
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

Indian Stream/Squaretown

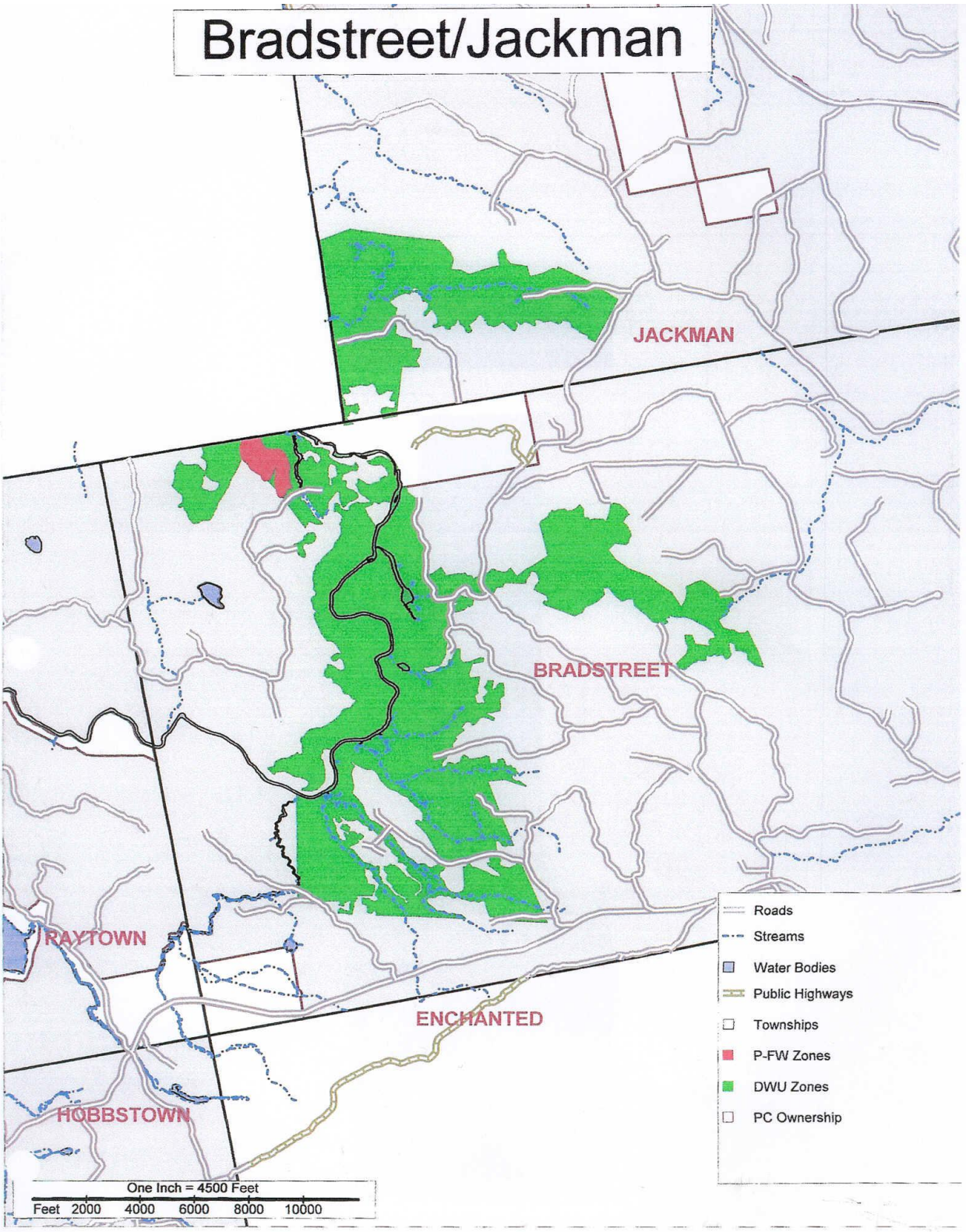


Spencer Bay/Lily Bay

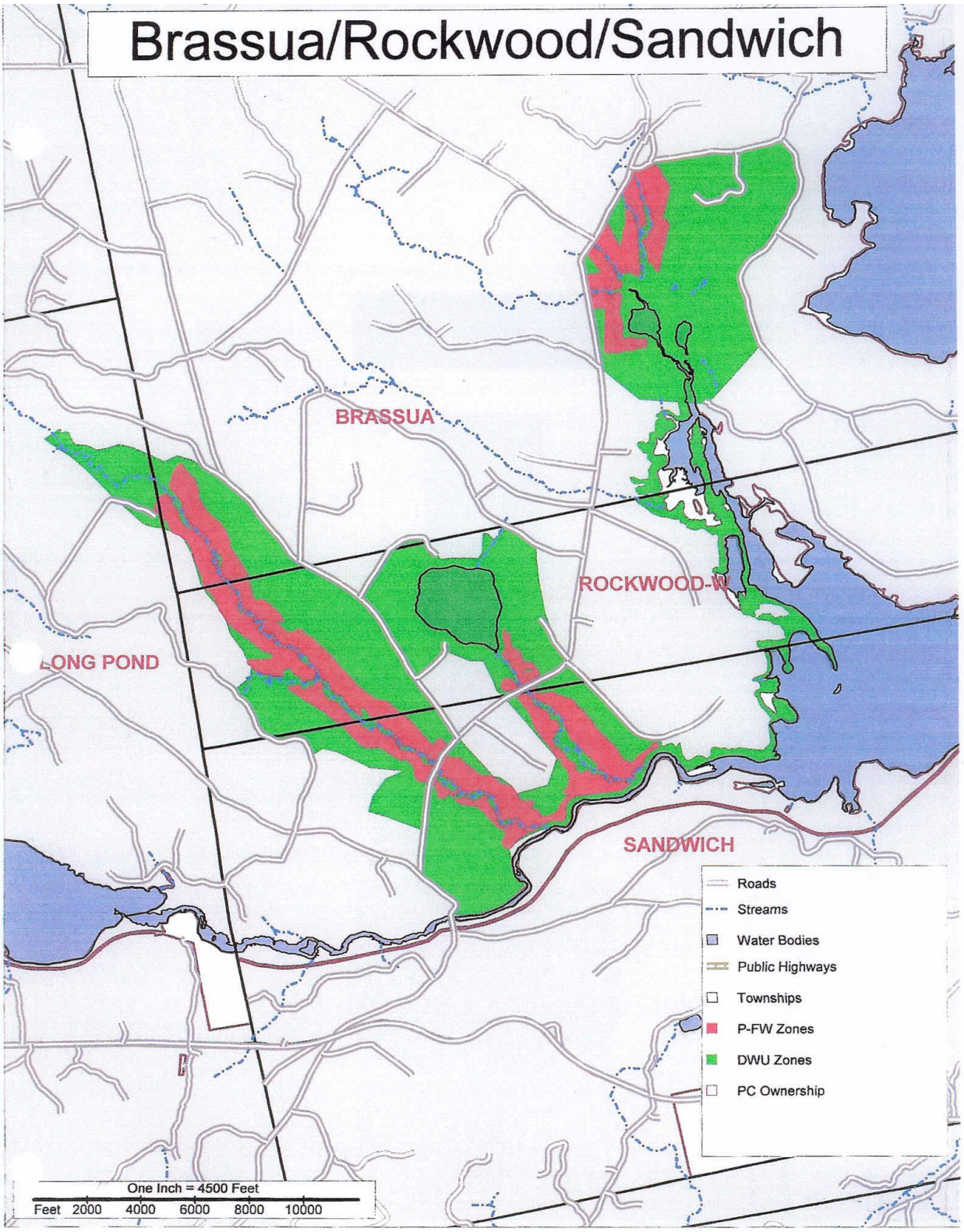


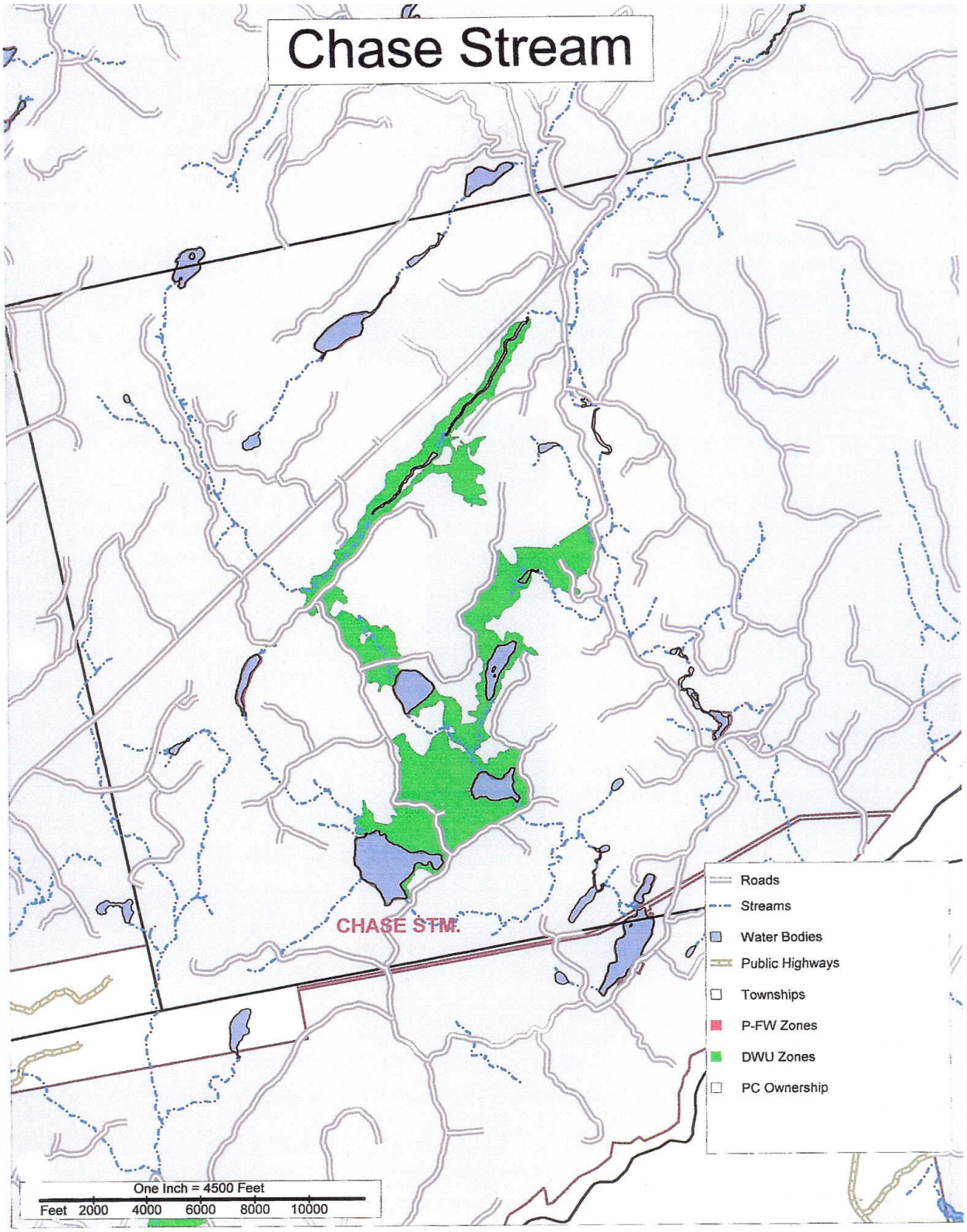

Big Moose/Sapling
MISERY GORE
SAPLING
BIG MOOSE
Roads
Streams
Water Bodies
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

Bradstreet/Jackman



Brassua/Rockwood/Sandwich




Chase Stream
CHASE STM.
Roads
Streams
Water Bodies
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

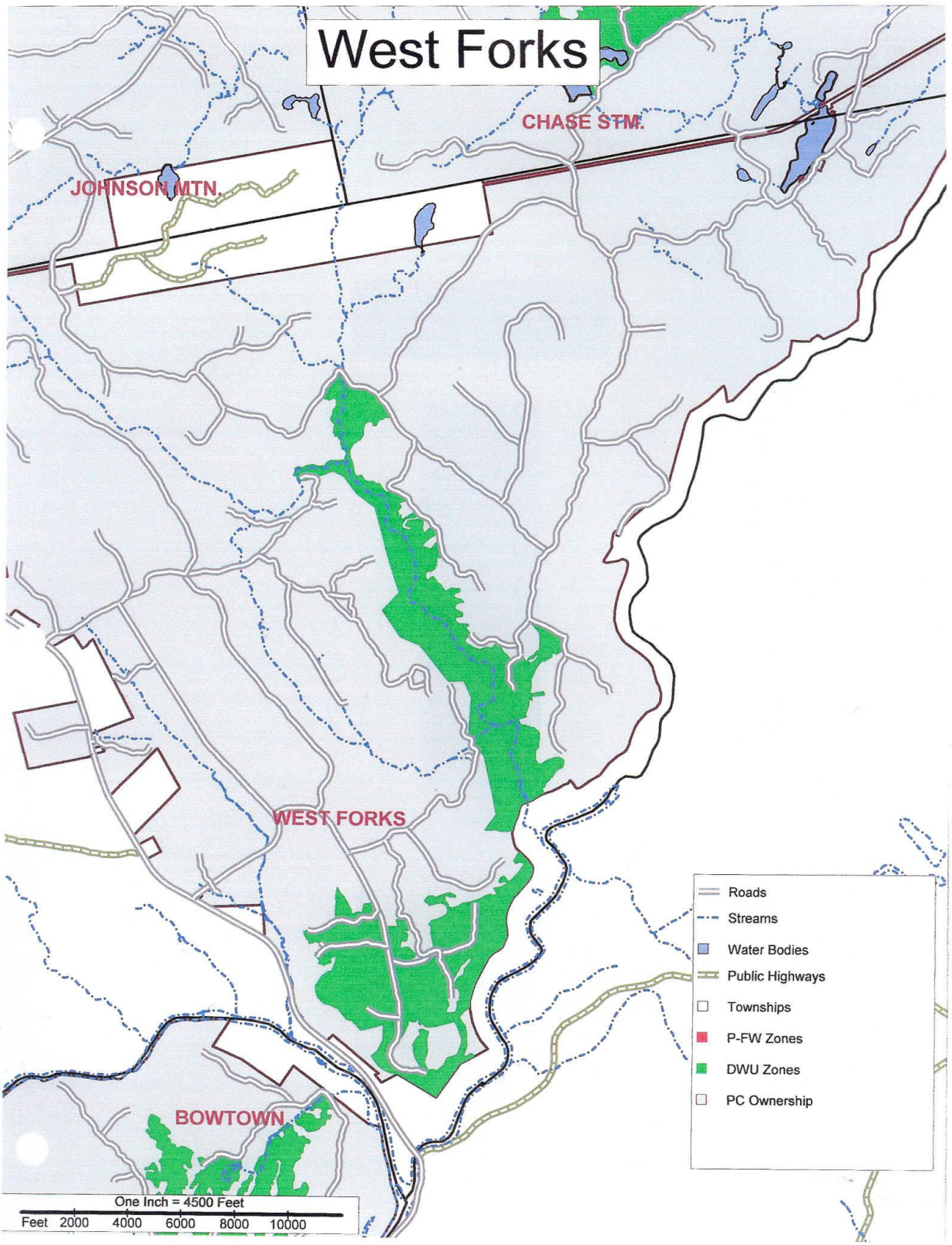

West Forks
CHASE STM.
JOHNSON MTN.
WEST FORKS
BOWTOWN
Roads
Streams
Water Bodies
Public Highways
Townships
P-FW Zones
DWU Zones
PC Ownership
One Inch = 4500 Feet
Feet 2000 4000 6000 8000 10000

EXHIBIT "A"

Plum Creek Deer Wintering Unit acres broken out by additional Plum Creek and P-FW acres

Unit	Name	DWU Acres	Softwood Acres	P-FW Acres	Total Acres
Bingham	**Bald Mountain/Moscow/Mayfield**	2,163	1,567	465	2,628
	Bowtown North	1,199	962	0	1,199
	Bowtown South	1,460	856	201	1,661
	Caratunk	346	278	310	656
	Carrying Place/Pleasant Ridge	908	756	0	908
	Flagstaff	512	440	0	512
	Flagstaff/West	353	341	0	353
	Kibby	1,008	435	1,371	2,379
	Moscow	336	195	0	336
	Pierce Pond/Carrying Place	1,286	1,038	86	1,372
	Total	**9,571**	**6,868**	**2,433**	**12,004**
Greenville	**Beaver Cove/Lily Bay**	2,337	1,663	791	3,128
	Bowerbank	2,324	2,126	0	2,324
	Indian Stream/Squaretown	4,126	2,813	505	4,631
	Spencer Bay/Lily Bay	2,744	1,919	531	3,275
	Big Moose/Sapling	2,239	1,749	1,058	3,297
	Total	**13,770**	**10,270**	**2,885**	**16,655**
Marshall Yard	**Bradstreet/Jackman**	3,268	2,160	51	3,319
	Brassua/Rockwood/Sandwich	3,217	2,132	1,026	4,243
	Chase Stream	983	579	0	983
	West Forks	1,420	1,014	0	1,420
	Total	**8,888**	**5,885**	**1,077**	**9,964**
	Grand Total	**32,229**	**23,022**	**6,395**	**38,624**

Acreages are current estimates of mapped DWUs and P-FWs

EXHIBIT “B”

Forest Cover Types

Composition Class: (based on % of volume)	**H**	(> 75% hardwood)
	SH	(50-74% softwood)
	HS	(50-74% hardwood)
	S	(> 75% softwood)
	PB	(> 75% paper birch)
	PL	Plantation
Size Class:	**1**	(regeneration to 15’)
	2	(15’ to 30’)
	3	(> 30’ with dbh > 4.5” and < 9.5”)
	4	(dbh > 9.5”)
Density:	**A**	(70-100% crown closure)
	B	(40-69%)
	C	(20-39%)
	D	(0-19%)
Suffix:	**S**	Swampy
	CS	Cedar Swamp
	T	Thinned

APPENDIX E

Maine Natural Areas Program State Rarity Ranks Description

S1 Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.

S2 Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.

S3 Rare in Maine (20-100 occurrences).

S4 Apparently secure in Maine.

S5 Demonstrably secure in Maine.

SH Known historically from the state, not verified in the past 20 years.

SX Apparently extirpated from the state, loss of last known occurrence has been documented.

SU Under consideration for assigning rarity status; more information needed on threats or distribution.

S#? Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

APPENDIX F

Site Specific Management Plans for Rare and Exemplary Natural Communities and Ecosystems Mountains

Big Moose Mountain Management Plan
Big Wilson Stream Management Plan
Baker / Lily Bay Mountain Management Plan

Big Moose Mountain Management Plan

Management Objective: To conserve the ecological values of Spruce-Fir-Northern Hardwoods Ecosystem (S4B), Fragrant Cliff Wood-fern site (S3), and White Cedar Woodland (S2) using a Reserve strategy.

Plan Elements:

1. A permanent no harvest Reserve will be established at the Big Moose Mountain MNAP Mapped Feature, as referenced in Figure 1 and Table 1.
2. The non-Reserve areas of the remainder of the Big Moose Mountain MNAP Mapped Feature will be managed according to standards and guidelines in the MRCE Management Plan.
3. The reserve at Big Moose Mountain will include representative spruce/fir and hardwood stands across the topographical variation at the site.
4. The boundaries of the southern peninsula portion of the Big Moose Mountain Reserve, as conceptually depicted on Figure 1, will be established with a field survey using GPS waypoints. The field survey will attempt to use topographical and stream features as a method to practically establish field-visible boundaries for long term management, monitoring, and enforcement purposes. The total acreage of the southern peninsula polygon once the field survey is complete will be no less than 260 acres and no greater than 275 acres.
5. Every effort should be made to locate roads and skid trails outside of the Reserves, including use of existing access on adjacent public lands. The Grantor retains the right to construct one 66 foot width right-of-way permanent road (the operational width to be minimized as reasonably practically to conduct Forest Management Activities) through the southern peninsula portion of the Big Moose Mountain Reserve to access non-reserve areas and conduct all Forest Management Activities. The Grantor retains the timber rights in the right-of-way. The road will be constructed and maintained according to Best Management Practices.

Table 1. Big Moose Mountain and Big Wilson Stream Management Plan

Site Description	~ Acres
Spruce-Fir-Northern Hardwoods Ecosystem/Forest	
Big Moose Mtn North Reserve	734
Big Moose Mtn South Peninsula Reserve	260 to 275*
Big Moose Mtn Non-reserve	839*
Reserve Total	994 to 1009*
Non-reserve Total	839*
Grand Total	1,833*

** Number is approximate and final outcome will be based on survey or mapping efforts described in Plan Element #4.*

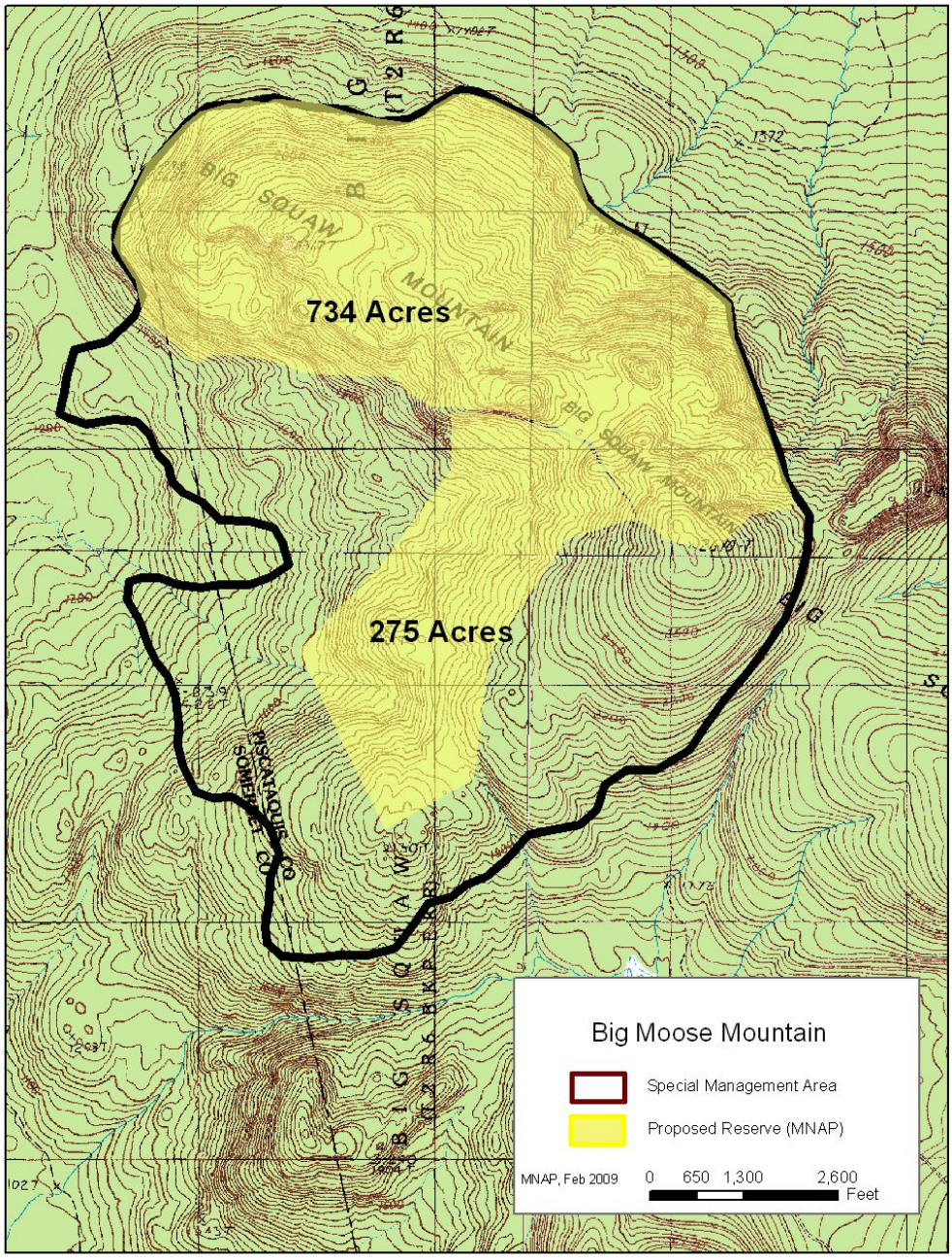


Figure 1. Moose Mountain Management Plan conceptual map.

Big Wilson Stream Management Plan

Management Objective: To conserve the ecological values of Spruce-Fir-Northern Hardwoods Forest (S4A) and Upper Floodplain Hardwood Forest (S3B) using a Reserve strategy.

Plan Elements:

1. A permanent no harvest Reserve will be established at the Big Wilson Stream MNAP Mapped Feature, as referenced in Figure 2 and Table 2.
2. The Reserve will include the entire MNAP Mapped Feature referenced above on Grantor's land.
3. The extent of the Reserve in this Big Wilson Stream Management Plan is related to the extent of Reserve and non-Reserve areas negotiated for the Moose Mountain Management Plan.

Table 2. Big Wilson Stream Management Plan

Site Description	~ Acres
Spruce-Fir-Northern Hardwoods Forest Reserve	215*
Upper Floodplain Hardwood Forest Reserve	54*
Reserve Total	269*

**Numbers are approximate, based on GIS intersection of Grantor's ownership and MNAP exemplary natural community polygons.*

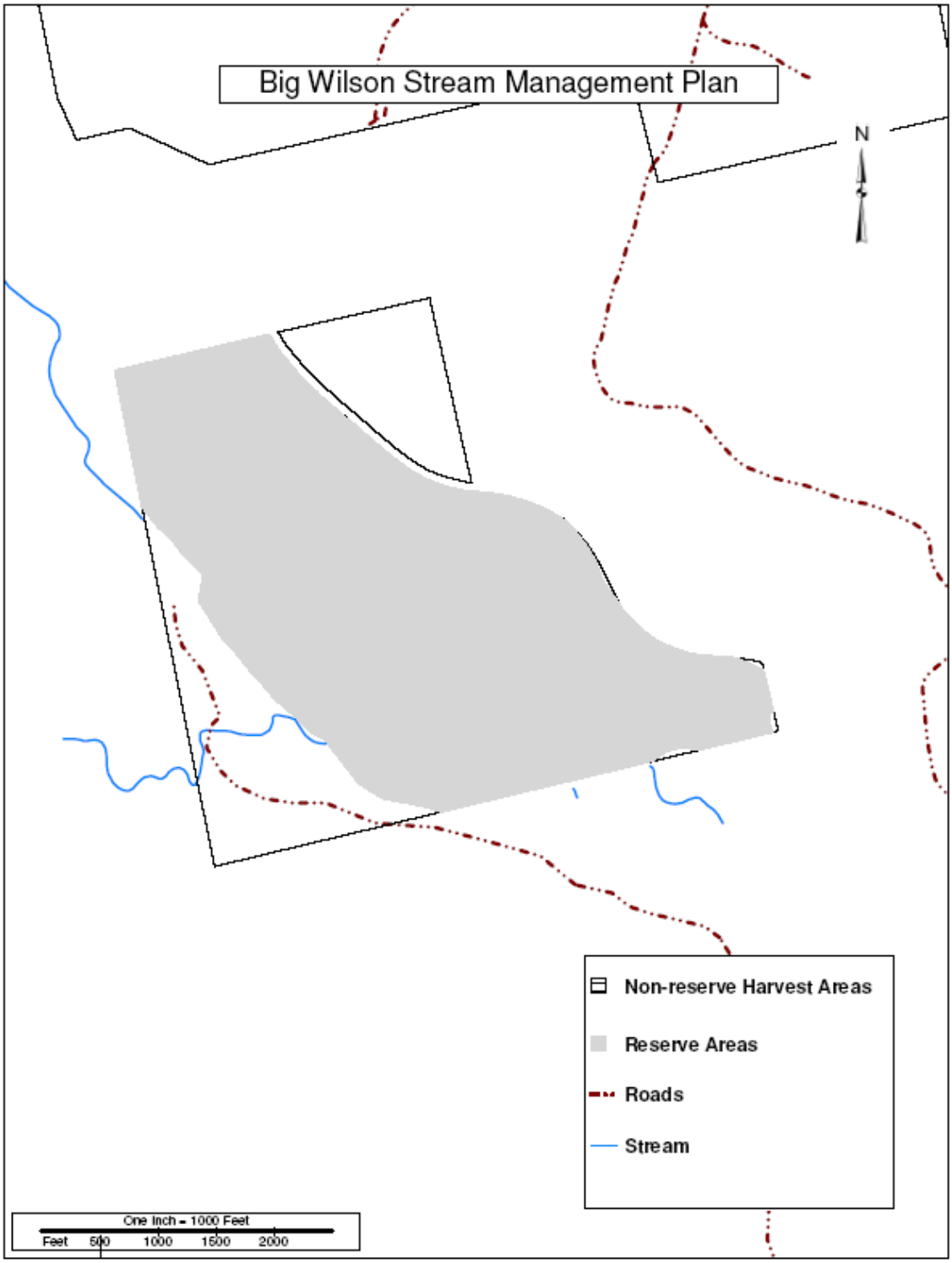


Figure 2 – Big Wilson Stream Management Plan

Baker Mountain / Lily Bay Mountain Management Plan

Management Objective: To conserve the ecological values of a Subalpine Fir Forest (S3) using a Reserve strategy.

Plan Elements:

1. A Reserve will be established at the Baker / Lily Bay Mountain site, as referenced in Figure 3 and Table 3.
2. The Reserve will have a no harvest treatment.
3. The Grantor reserves the right to harvest timber during a one-time entry in one parcel within the Reserve (~60 acres total) as depicted on Figure 3. After the one-time entry timber harvest is completed, the ~60 acres will become part of the Reserve.

Table 3. Baker Mountain / Lily Bay Mountain Subalpine Fir Forest Site

Site Description	~Acres
Subalpine Fir Forest	
Reserve on Plum Creek fee ownership initially	1,514
Non-reserve initially	60
Total	1,574

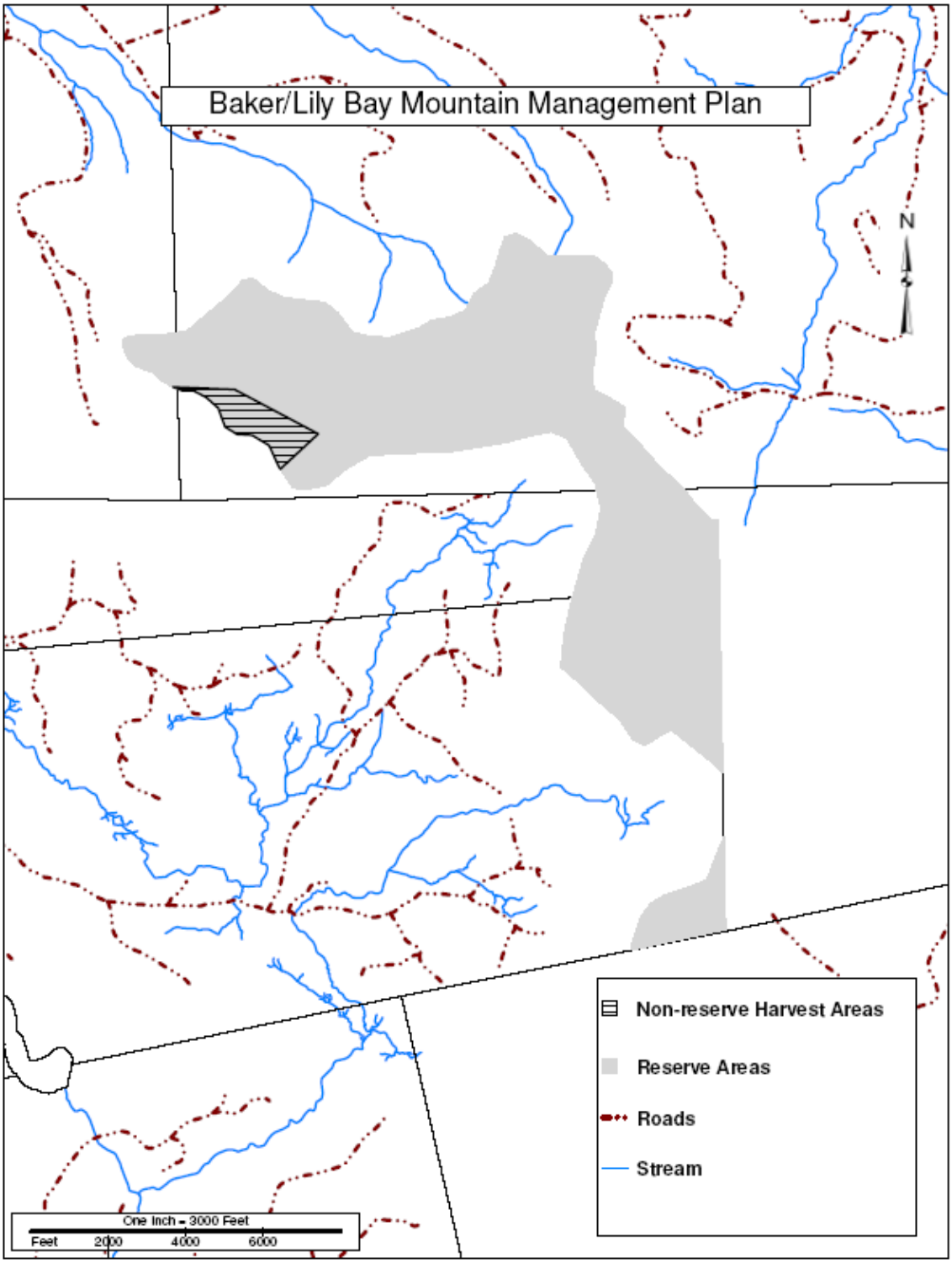


Figure 3. Baker – Lily Bay Mountains Management Plan conceptual map.

APPENDIX G

MNAP Mapped Features (Extant Occurrences) as of April 2009 for the Protected Property

[to be updated prior to CE recording]

Rare, Threatened, and Endangered Plants (S1-S3)

Non-Forested (Open) Wetlands, Open Uplands - Rare Plants	*Global Ranking*	*State Ranking*	*State Status*	*Occur. Ranking*	*Township*	*Site*	*Feature Type*
Moor Rush	G5T5	**S2**	SC	C	INDIAN STREAM TWP	Little Indian Bog	point
Moor Rush	G5T5	**S2**	SC	B	LONG POND TWP	Twelve Mile Bog	point
Swamp Birch	G5	**S2S3**	SC	A	LONG POND TWP	Twelve Mile Bog	point
Livid Sedge	G5T5	**S2**	SC	A	INDIAN STREAM TWP	Little Indian Bog	point
Blueleaf Sedge	G5	**S2**	SC	A	THORNDIKE TWP	Mud Pond (Thorndike)	point
Blueleaf Sedge	G5	**S2**	SC	B	THORNDIKE TWP	Muskrat Pond	point
Bog Bedstraw	G5	**S2**	SC	B	INDIAN STREAM TWP	Little Indian Bog	point
Alpine Clubmoss	G5	**S2**	T	B	BEAVER COVE	Mud Pd (Beaver Cove)	point
Slender Rush	G4	**S1**	T	A	LONG POND TWP	Churchill Stream	point

Forested Wetland - Rare Plants

Swamp Fly-honeysuckle	G4	**S3**	SC	A	INDIAN STREAM TWP	Little Indian Bog	point
Sparse-flowered Sedge	G5	**S3**	SC	A	INDIAN STREAM TWP	Little Indian Bog	point
Showy Lady's-slipper	G4	**S3**	T	C	INDIAN STREAM TWP	Little Indian Bog	point
Swamp Fly-honeysuckle	G4	**S3**	SC	C	INDIAN STREAM TWP	Indian Pond Cedar Swamp	point
Swamp Fly-honeysuckle	G4	**S3**	SC	E	INDIAN STREAM TWP	Indian Pond SE Shore	point

Riparian - Rare Plants

Lesser Wintergreen	G5	**S2**	SC	B	FRENCHTOWN TWP	Meadow Brook	point
Hornemann's Willow-herb	G5	**S1**	E	BC	FRENCHTOWN TWP	Lily Bay Mountain	point

Forested Upland - Rare Plants

Fragrant Cliff Wood-fern	G5	**S3**	SC	C	BIG MOOSE TWP	Big Moose/Eagle Rk	point

Rare Natural Communities and Ecosystems (S1-S3)

Circumneutral Fen	G2G3	S2		AB	INDIAN STREAM TWP	Little Indian Bog	polygon
Patterned Fen Ecosystem	GNR	S3		B	SPENCER BAY TWP	Lucky Pond	polygon
Patterned Fen Ecosystem	GNR	S3		C	LONG POND TWP	Twelve Mile Bog	polygon
Subalpine Fir Forest	GNR	S3		C	LILY BAY TWP	Baker - Lily Bay Mtns.	polygon
White Cedar Woodland	GNR	S2		C	INDIAN STREAM TWP	Big Moose Mountain	polygon
Upper Floodplain Hrdwd Forest	GNR	S3		B	Elliotsville Twp	Big Wilson Stream	polygon

Exemplary Natural Communities and Ecosystems (A & B Ranked S4 & S5)

Non-Forested (Open) Wetlands – Natural Communities	***Global Ranking***	***State Ranking***	***State Status***	***Occur. Ranking***	***Township***	***Site***	***Feature Type***
Leatherleaf Bog	G5	S4		B	INDIAN STREAM TWP	Little Indian Bog	polygon
Leatherleaf Bog	G5	S4		B	SPENCER BAY TWP	Lucky Pond	polygon
Tall Sedge Fen	G4G5	S4		B	SPENCER BAY TWP	Spencer Pond	polygon
Tall Sedge Fen	G4G5	S4		B	SPENCER BAY TWP	Spencer Pond	polygon

Forested Wetlands – Natural Communities

Northern White Cedar Swamp	GNR	S4		B	INDIAN STREAM TWP	Little Indian Bog	polygon
Black Spruce Bog	G3G5	S4		B	INDIAN STREAM TWP	Little Indian Bog	polygon
Streamshore Ecosystem	GNR	S4		B	LONG POND TWP	Churchill Stream	polygon
Unpatterned Fen Ecosystem	GNR	S4		A	INDIAN STREAM TWP	Little Indian Bog	polygon

Forested Uplands – Natural Communities

Spruce - Fir - Northern Hardwoods Ecosystem	GNR	S4		B	BIG MOOSE TWP	Big Moose Mountain	polygon
Spruce Northern Hardwoods Forest	GNR	S4		A	Elliotsville Twp	Big Wilson Stream	polygon

E

Agreement on Moosehead Region Conservation Easement Stewardship Fund and exhibits thereto

AGREEMENT ON
MOOSEHEAD REGION CONSERVATION EASEMENT
STEWARDSHIP FUND

This Agreement dated as of _____, 2009 is made by and among Plum Creek Maine Timberland, L.L.C., a Delaware limited liability company with a place of business in Fairfield, Maine (hereinafter, together with its successors and assigns, "Grantor"); Forest Society of Maine, a Maine not-for-profit corporation with a place of business in Bangor, Maine (hereinafter, together with its successors and assigns, "Holder"); the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter, together with its successors and assigns, "Third Party"); and the Maine Community Foundation, a nonprofit public charity, with a place of business in Ellsworth, Maine (hereinafter, together with its successors and assigns, "Fund Operator") (hereinafter collectively, the "Parties"). In consideration of the mutual promises and undertakings herein, the receipt to which is hereby acknowledged, the Parties agree as follows:

1. Moosehead Region Conservation Easement Stewardship Fund. On or before delivery and acceptance of the Conservation Easement entitled "Moosehead Region Conservation Easement" of near or even date herewith, by and among Grantor, Holder and Third Party, attached hereto as Exhibit A (hereinafter "the Conservation Easement"), (a) Fund Operator shall establish a fund to be known as "The Moosehead Region Conservation Easement Stewardship Fund" (hereinafter the "Fund"), and (b) Grantor shall deposit One Million Five Hundred Sixty Thousand Dollars ($1,560,000) into the Fund, receipt of which shall be acknowledged by Fund Operator to Grantor, Holder and Third Party. The purpose of the Fund shall be to provide support to Holder and Third Party relating to their respective roles as Holder and Third Party to the Conservation Easement. Upon receipt of Grantor's initial contribution to the Fund, Fund Operator shall pay to Holder the sum of Twenty Thousand Dollars ($20,000) from the Fund to support Holder's one-time special start-up costs as Holder and Sixty Thousand Dollars ($60,000) to the Holder to support Holder's monitoring costs during the initial year of the Conservation Easement. The Fund shall have two sub-funds: 1) a Monitoring Fund; and 2) an Enforcement Fund. Fund Operator shall allocate One Million Four Hundred Thousand Dollars ($1,400,000) from Grantor's initial contribution to the Monitoring Fund and Eighty Thousand Dollars ($80,000) to the Enforcement Fund. Fund Operator shall charge and deduct from the Fund an annual management fee calculated at Fund Operator's customary rate for managing a fund of comparable size as shown on Exhibit B attached hereto. Any increase in the rate of Fund Operator's annual management fee shall be subject to approval by Third Party which approval shall not be unreasonably withheld upon a showing by Fund Operator that the existing rate is no longer sufficient to cover its costs and the increased rate is consistent with management fees charged by similarly-situated entities. Fund Operator may accept additional contributions to the Fund, the Monitoring Fund, or the Enforcement Fund from any source.

A. Monitoring Fund. Fund Operator shall manage and invest the Monitoring Fund as a fiduciary with the long term goal of preserving the value of the principal and making payments to Holder and Third Party in accordance with this Agreement. Beginning on the first anniversary of delivery and acceptance of this Agreement, Fund Operator shall annually pay out to Holder in four equal quarterly installments, Sixty Thousand Dollars ($60,000) calculated in 2009 U.S. Dollars. The amount of this annual payment shall be increased upon receipt of each additional contribution to the fund required under Section 2, by an amount calculated as four and one quarter percent (4.25%) of the ninety percent (90%) portion of the additional contribution to the Fund which is allocated to the Monitoring Fund under paragraph 2.F of this Agreement. The annual payment, including any increase due to each additional contribution to the Fund, shall be calculated thereafter in 2009 U.S. Dollars.

Beginning with calendar year 2013, and every third year thereafter, Fund Operator shall also make a payment of Ten Thousand Dollars ($10,000) calculated in 2009 U.S. Dollars from the Monitoring Fund to Third Party in support of its responsibility to conduct an audit of the performance of Holder as required by Section 9.C. of the Conservation Easement. In the event that Third Party steps into the shoes of Holder as interim Holder pursuant to Section 9 of the Conservation Easement, Fund Operator shall pro-rate the quarterly payments to Holder, between Holder and Third Party, in proportion to the number of days during the previous quarter that each served, respectively, as Holder and Interim Holder.

B. Enforcement Fund. Fund Operator shall manage and invest the Enforcement Fund as a fiduciary with the long term goal of preserving and increasing the value of the principal until such time as payments to Holder and Third Party are required under this Agreement. The annual investment earnings on the Enforcement Fund shall be added to the principal of the Enforcement Fund. Funds maintained in the Enforcement Fund shall be paid out to Holder or Third Party by Fund Operator to reimburse costs and expenses incurred by Holder or Third Party arising out of and relating to an enforcement action or legal proceeding relating to the Conservation Easement. In the event that Third Party exercises its powers pursuant to Section 9 of the Conservation Easement for purposes of an enforcement action or legal proceeding, Fund Operator shall pro-rate the payments of enforcement funds between Holder and Third Party, in proportion to their respective direct and indirect costs relating to the qualifying enforcement action(s) and legal proceeding(s) as agreed by Holder and Third Party, subject to the dispute resolution procedures of Section 6 of this Agreement. With the approval of Holder and Third Party, Fund Operator shall transfer funds from the Monitoring Fund to the Enforcement Fund if and to the extent necessary to ensure that over time the Enforcement Fund is maintained at or above the level of Eighty Thousand Dollars ($80,000) measured in 2009 U.S. Dollars.

For purposes of payments from the Enforcement Fund, an enforcement action or legal proceeding relating to the Conservation Easement shall include by way of example 1) boundary surveys and investigations necessary to determine whether a violation of the Conservation Easement has occurred; 2) the prosecution of an alleged violation of the Conservation Easement through the appeals process of a Qualifying Forestry Certification Program; 3) a mediation or arbitration proceeding relating to the Conservation Easement; 4) a judicial proceeding at law or in equity relating to the Conservation Easement; 5) a legal proceeding to recover any amount paid to avoid or discharge a lien or charge against the Protected Property under Section 14 of the Conservation Easement; 6) a legal proceeding relating to a Partial Extinguishment, Amendment or Condemnation under Section 18.H, 18.E, or 18.J, respectively of the Conservation Easement and 7) other legal proceedings relating to or arising out of Holder's and Third Party's respective roles under the Conservation Easement.

2. Additional Contributions to the Fund. Grantor shall make additional contributions to the Fund in the following circumstances:

A. Subdivision. Except as provided in Section 2.E, below, for each "division" of the Protected Property under Section 7.A. of the Conservation Easement which creates a lot of Ten Thousand (10,000) acres or more in area, Grantor shall contribute to the Fund One Hundred Fifty Thousand Dollars ($150,000) calculated in 2009 U.S. Dollars and for each "division" of the Protected Property under Section 7.A of the Conservation Easement which creates a lot which is less than Ten Thousand (10,000) acres in area, Grantor shall contribute to the Fund One Hundred Thousand Dollars ($100,000) calculated in 2009 U.S. Dollars (each a "Division Fee").

B. Conservation Conveyances. If an additional lot is created which does not constitute a "division" under Section 7.A. of the Conservation Easement because the Transferee meets the

requirements of Section 7.B. of the Conservation Easement, then Grantor in lieu of any other contribution, shall contribute Twenty Five Thousand Dollars ($25,000) calculated in 2009 U.S. Dollars (a "Payment in Lieu of Division Fee" or "PILOF") to the Fund. Holder and Third Party, by joint action, may waive all or a portion of the PILOF required under this section 2.B., solely upon a finding that additional funds are not required for monitoring and enforcement purposes and that the proposed division of the Protected Property will not result in any material increase in Holder's and Third Party's monitoring and enforcement costs under the Conservation Easement.

C. Transfers to the State of Maine for Permitted Public Purposes. Notwithstanding any term of this Agreement to the contrary, no Division Fee or PILOF shall be due or payable on any transfer or any division made to accomplish any transfer described in Section 7.D.1., 7.D.2., or 7.D.3. of the Conservation Easement or to made to the State of Maine Bureau of Parks and Recreation. No conveyance of any portion of the Protected Property shall be made unless the contribution to the Fund required by this paragraph 2, if any, is made by Grantor on or before the date of the conveyance and unless a certificate of Holder is recorded at the Registry of Deeds for the county in which the lot is located stating that the required contribution to the Fund has been paid. If (i) a PILOF is wholly or partially waived by joint action of Holder and Third Party, or (ii) if no Division Fee or PILOF is due because a Wind Power Fee has been paid pursuant to Section 2E, or because the division is permitted under Section 7.D.1., 7.D.2., or 7.D.3. of the Conservation Easement, then the certificate of Holder required to be recorded in the Registry of Deeds under this paragraph shall be modified to state that either such contribution is not required or the required contribution has been wholly or partially waived by joint action of Holder and Third Party, and, if applicable, that the Owner has paid any required contribution remaining after any such partial waiver.

D. Absence of Third-Party Certification. In the absence of third-party certification of the Protected Property from a Qualifying Forestry Certification Program pursuant to Section 3.C.2.(f) of the Conservation Easement, the Grantor then owning that portion of the Protected Property (hereinafter "the Owner") shall contribute to the Fund an additional $100,000 calculated in 2009 U.S. Dollars or, alternatively, the Owner shall enter into an agreement satisfactory to Holder obligating the Owner to pay $6,000 per year in 2009 U.S. Dollars to Holder (hereinafter an "Annual Agreement"), provided, however, that no such payment or Annual Agreement shall be required if the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit in the Registry of Deeds for the county in which the land is located stating that all Forest Management Activities on that portion of the Protected Property have been discontinued. If the Owner discontinues all Forest Management Activities on that portion of the Protected Property and files an affidavit stating that all Forest Management Activities on that portion of the Protected Property have been discontinued, Forest Management Activities shall not be resumed on that portion of the Protected Property until the Owner has paid $100,000 in 2009 U.S. Dollars into the Fund or, alternatively, has entered into an Annual Agreement with Holder, and until a certificate of Holder stating that the Owner has complied with the requirements of this paragraph has been recorded in the Registry of Deeds for the county in which that portion of the Protected Property is located.

E. Contributions Due to Wind Power Turbine Activities and Wind Power Associated Activities. In the event that Grantor proposes or allows to be proposed a development comprising Wind Power Turbine Activities on the Protected Property, Grantor shall reimburse Holder on a quarterly basis for all Holder's reasonable and documented costs and expenses in connection with its review of each proposed Wind Power Turbine Activities and related Wind Power Associated Activities Project (hereinafter "Wind Power Project") during the design, permitting and construction phases of the Project provided, however that such reimbursement to Holder shall not exceed Twenty Thousand Dollars ($20,000) calculated in 2009 U.S. Dollars for each Wind Power Project. If a Wind Power Project is

proposed in separate development phases, with each phase requiring a separate regulatory approval, each such phase shall be deemed a separate Wind Power Project for purposes of this paragraph. If a proposed Wind Power Project on the Protected Property is approved by applicable regulatory authorities then, prior to the start of construction of the Wind Power Project, Grantor shall contribute $100,000 to the Fund calculated in 2009 U.S. dollars (the "Wind Power Fee"), in lieu of the Division Fees and PILOF described, above. If the Division Fee or PILOF has already been paid, then Grantor may offset such Division Fee or PILOF from the Wind Power Fee due under this Section 2.E. Construction of a Wind Power Project shall not be commenced until a certificate of Holder has been recorded in the Registry of Deeds for the county in which the Wind Power Project is located stating that the required Wind Power Fee for that Wind Power Project has been paid. The requirements of this paragraph, including a contribution of the Wind Power Fee calculated in 2009 U.S. Dollars to the Fund shall apply to each separate Wind Power Project on the Protected Property.

F. Allocation of Additional Contributions. Ninety percent (90%) of each additional contribution to the Fund made under paragraphs A, B, D and E above shall be allocated to the Monitoring Fund and ten percent (10%) shall be allocated to the Enforcement Fund.

G. Adjustment to 2009 U.S. Dollars. Contributions to the Fund required by Section 2 hereto shall be paid in the amounts indicated in U.S. Dollars, adjusted for inflation and/or deflation for each year after 2009 based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor for each year after 2009, or if that index is discontinued, based on similar index published by the United States Government and selected by mutual agreement of the Parties.

H. Additional Distributions. In the event that Holder incurs costs and expenses related to or arising out of its duties under the Conservation Easement that exceed the annual payment from the Monitoring Fund and any amounts paid from the Enforcement Fund, Fund Operator may, at the request of Holder, and with the approval of Third Party, make additional distributions from the Fund to Holder in order to cover the additional costs and expenses incurred by Holder in carrying out its responsibilities as Holder. In determining whether to grant approval, Third Party shall ensure that (1) any additional payments are needed to cover Holder’s costs for carrying out its responsibilities under the Conservation Easement and (2) these additional payments will not compromise the ability of the principal remaining in the Fund to fund Holder’s future responsibilities as Holder under the Conservation Easement in perpetuity.

I. Delivery of Certificates. Upon payment by Grantor of any contributions to the Fund required by this Section, Holder shall execute and promptly record any certificates required under this Section.

J. Continuing Lien. As and when they become due, all additional contributions to the Fund and other amounts due to Holder under this Section 2.H shall be continuing liens for the benefit of Holder against those portions of the Protected Property which give rise to the additional contributions or other amounts due. The lien may be enforced by any means provided under Maine law, provided that action to enforce the lien is brought within one hundred twenty (120) days of Holder's receipt of written notice of the transfer, termination or approval of wind power activities giving rise to the lien. Without waiving or prejudicing any rights of collection and costs against Grantor, the lien collection shall proceed against the then- current owner ("Owner") of said real estate with notice to Grantor and Holder shall be entitled to recover all reasonable out-of-pocket costs of collection, including reasonable attorney's fees, provided that enforcement actions for any amounts due to Holder under an Annual Agreement under section 2.D shall be brought only against the Owner of said portion of the Protected

Property. In consideration of the foregoing, and as requested, Holder agrees to deliver estoppel certificates in a customary commercial form, certifying that all relevant amounts due under this Section 2 have been timely paid. Failure of Holder to deliver such estoppel certificates within ten (10) business days following its receipt of a written request containing all information material to the preparation and delivery of the certificates shall constitute a waiver of the lien described in this Section 2.

3. Right to Replace Fund Operator. Third Party shall have the right, at any time, to remove the acting Fund Operator by recommending to the then current Fund Operator that all or any portion of the Fund be granted to one or more charitable organization(s) selected by Third Party (hereafter "Replacement Fund Operator"), provided Holder agrees and further provided that each such Replacement Fund Operator (a) agrees to assume the obligations of Fund Operator under this Agreement, (b) is qualified under section 501(c)(3) of the Internal Revenue Code, (c) is not a private foundation under section 509(a), and (d) is otherwise qualified to receive a grant from Fund Operator. Fund Operator's board will approve such action and recommend the grant to a Replacement Fund Operator if Fund Operator's board determines that the grant is legally permissible and consistent with Fund Operator's charitable purposes. No portion of the Fund shall be granted to the Replacement Fund Operator until Replacement Fund Operator signs this Agreement as it may be amended, assuming the obligations of Fund Operator.

4. Fund Operator's Reporting Obligations. Fund Operator shall maintain complete and accurate books, records, and accounts of all receipts received in connection with the Fund. The books and records shall be kept in such manner and such details as the parties shall reasonably require. All such books and records of Fund Operator that relate to the Fund shall be available for inspection and audit by the Parties, at their expense, at all reasonable times during normal business hours.

By the tenth Business Day after the end of each calendar year (the "Report Date"), Fund Operator shall report to the parties all of the activity of the previous year and shall disburse the Funds as herein provided. Depending on the effective date of this Agreement, the first Report may be based on a short year. Each annual report shall be prepared in accordance with generally accepted accounting principals, on a cash basis, unless otherwise requested by the Parties.

Promptly upon Fund Operator's approval of a grant of the Fund to one or more charitable organization(s) selected by Third Party, Fund Operator shall deliver to the Parties the report required by this section for any period not covered by such a report at the time of the grant. All statements, receipts, invoices, checks, financial statements, books, records, and all other instruments and documents shall be delivered by Fund Operator to the successor charitable organization(s) selected by Third Party.

5. Contributions to the Stewardship Fund. Any monetary damages, costs and other amounts recovered in an enforcement action or legal proceeding as described in Section 1.B hereto shall be allocated and disbursed by Holder and/or Third Party in the following priority order:

(i) First, any amounts advanced to Holder and/or Third Party from the Enforcement Fund for the enforcement action or legal proceeding shall be repaid to that Fund from the recovery proceeds;

(ii) Second, any amounts advanced to Holder and/or Third Party for the enforcement action or legal proceeding from the Monitoring Fund in excess of Holder's regular annual distributions, shall be repaid to that Fund from the recovery proceeds;

(iii) Third, any expenses relating to or arising out of the enforcement action or legal proceeding incurred by Holder and/or Third Party in excess of Holder's annual payments, but not paid from the Enforcement Fund or as

an additional disbursement from the Monitoring Fund, shall be reimbursed to Holder and/or Third Party from the recovery proceeds; and

(iv) Fourth, ninety percent (90%) of any remaining recovery proceeds shall be allocated to the Monitoring Fund and ten percent (10%) of any remaining recovery proceeds shall be allocated to the Enforcement Fund.

6. Dispute Resolution. Any dispute among the Parties arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Any Party may give written notice of a dispute arising out of or related to this Agreement to the other Parties in person or by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any Party may serve written notice on the other Parties of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 90 days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq.

7. Successors and Assigns. This Agreement shall be binding on Grantor, Holder, Third Party and Fund Operator and their respective successors and assigns, provided however, that 1) with respect to Grantor, this Agreement shall be automatically assigned, and may only be assigned, to a successor or assignee of Grantor under the terms of the Conservation Easement; 2) with respect to Holder, this Agreement shall be automatically assigned, and may only be assigned, to a successor or assignee of Holder under the terms of the Conservation Easement, including an assignee under an assignment made by Third Party under Section 16 of the Conservation Easement; 3) with respect to Third Party, this Agreement shall be automatically assigned, and may only be assigned, to a successor or assignee of Third Party under the terms of the Conservation Easement; and 4) with respect to Fund Operator, this Agreement may only be assigned in compliance with Section 3 and after sixty (60) days written notice to Grantor, Third Party and Holder. Following any assignment permitted in this Section 7, the assigning party shall be released from all future obligations under this Agreement.

8. Notices. Any notices or requests for consent or approval under this Agreement must be in writing and will be sufficient if served personally or sent by facsimile with a receipt of delivery, overnight mail with receipt acknowledged, or certified mail, return receipt requested, addressed as follows:

To Grantor:	Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue, Suite 4300 Seattle, Washington 98104 Attn: General Counsel Fax Number:
With a copy to:	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Post Office Box 400 Fairfield, Maine 04937-0400 Attn: General Manager, Northeast Region Fax Number:
To Holder:	Forest Society Of Maine 115 Franklin St. #3

Bangor, Maine 04401
Attn: Executive Director
Fax Number:

To Third Party: Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
Attn: Director, Planning and Land Acquisitions
Fax Number:

To Fund Operator: Maine Community Foundation
245 Main Street
Ellsworth, Maine 04605
Attention: Ellen Pope
Fax Number:

or to such other authorized person as any Party may from time to time designate by written notice to the others in the manner set forth above. Notices given in accordance with this Section will be deemed given and received on the date personally delivered or three days after being sent by any other approved method described above.

9. Miscellaneous.

A. Definitions. Unless defined herein, terms used in this Agreement that are defined in the Conservation Easement shall have the defined meanings as set forth in the Conservation Easement.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, then such holding shall not invalidate or render unenforceable any other provision hereof and the Parties shall immediately renegotiate in good faith such provision to eliminate such invalidity or unenforceability, consistent with the intent of this Agreement.

C. Captions, Titles, and Headings. The captions, titles, and headings used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflict of laws.

E. No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, or remedy of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

F. Non-Waiver. Except as may be expressly provided in this Agreement or in a writing signed by the Party against whom a waiver is claimed, the failure of any Party to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any rights hereunder in the future, but the same shall continue and remain in full force and effect.

G. Modification. The provisions of this Agreement, including any exhibits, may be modified only by written agreement duly executed by each Party, or their respective successors or assigns. If any part of the Protected Property has been conveyed such that there is more than one legal

owner of the Protected Property, this Agreement may be amended in part or in whole but such amendment shall be binding only against the portion of the Protected Property whose owner has duly executed the amendment.

H. Entire Agreement. This Agreement sets forth the complete understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by any Party to any other Party, whether oral, written, or in any other form, which may have related to the subject matter hereof, not expressly included herein.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date above written.

PLUM CREEK MAINE
TIMBERLANDS, L.L.C.

BY:_____
Name:_____
Title:_____

FOREST SOCIETY OF MAINE

BY:_____
Name:_____
Title:_____

STATE OF MAINE, ACTING BY AND
THROUGH ITS BUREAU OF PARKS
AND LANDS

BY:_____
Name:_____
Title:_____

MAINE COMMUNITY FOUNDATION

BY:_____
Name:_____
Title:_____

EXHIBIT A

MOOSEHEAD REGION CONSERVATION EASEMENT

[Same as Appendix C to the Concept Plan.]

EXHIBIT B

CUSTOMARY ANNUAL MANAGEMENT FEE

	Customary Annual Management Fees as % of Asset Value (In Thousands)					
Fund	**Less than $1,000**	**$1,000 - $2,999**	**$3,000 - $4,999**	**$5,000 - $7,499**	**$7,500 - $9,999**	**Over $10,000**
Organizational Endowment	0.85%	0.75%	0.25%	0.25%	0.25%	0.20%

F

Memorandum of Understanding Regarding Interim Applicability of the Moosehead Region Conservation Easement

MEMORANDUM OF UNDERSTANDING REGARDING INTERIM APPLICABILITY OF THE MOOSEHEAD REGION CONSERVATION EASEMENT

Between

Plum Creek Maine Timberlands LLC,

Forest Society of Maine

and

The State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands,

Dated [, 20__]

This MEMORANDUM OF UNDERSTANDING ("MOU") is made as of _____, 200_, by and among Plum Creek Maine Timberlands, L.L.C., a Delaware limited liability company with a place of business in Fairfield, Maine (hereinafter, together with its successors and assigns, "Grantor"); the Forest Society of Maine, a Maine not-for-profit corporation with a place of business in Bangor, Maine (hereinafter, together with its successors and assigns, "Holder"); and the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter, together with its successors and assigns, "Third Party") (collectively, the "Parties" and individually, "Party"). In consideration of the mutual promises and undertakings herein, the receipt to which is hereby acknowledged, the Parties agree as follows:

RECITALS

WHEREAS, as part of the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707 on file at the offices of the Maine Land Use Regulation Commission ("LURC") in Augusta, Maine, hereafter the "Concept Plan"), LURC has required the encumbering with an easement of approximately 366,000 acres of land in the Moosehead Lake region, the terms and conditions of said encumbering being contained in the *Moosehead Region Conservation Easement* ("MRCE"), attached hereto as Exhibit A.

WHEREAS, the Parties each have agreed to the terms and conditions contained in the MRCE, and each have assumed a significant role in ensuring compliance with the terms and conditions contained therein;

WHEREAS, the Parties have further agreed to execute an *Agreement on Moosehead Region Conservation Easement Stewardship Fund* (hereinafter, "Agreement"), under which the Holder and Third Party will receive specified levels of financial resources to monitor and enforce the MRCE once it is executed;

WHEREAS, neither the MRCE nor the Agreement become immediately effective upon LURC's approval of the Concept Plan; and

WHEREAS, as set forth more fully below, the Parties desire that in the period between LURC's approval of the Concept Plan and the grant and acceptance ("Closing") of the MRCE, all terms and conditions of the MRCE apply to that portion of the Concept Plan Area described in Exhibit A.1 of the MRCE and depicted on the map in Exhibit A.2 of the MRCE in the same manner and with the same legal force and effect as if the MRCE were already recorded.

UNDERSTANDING

NOW THEREFORE, the Parties' understanding is as follows:

1. For the purposes of this Agreement (1) "Effective Date" shall mean the date that is fifteen days following the date of LURC approval of the Concept Plan.

2. In the time period occurring between the Effective Date and the earlier of (a) the date of Closing on the MRCE, or (b) the date the Concept Plan is invalidated or overturned by final non-appealable judicial action, or (c) five (5) years after the date on which Grantor has requested that LURC terminate the Concept Plan, or (d) the Concept Plan is otherwise terminated, all terms and conditions of the MRCE, including but not limited to all terms prohibiting specified uses and structures, all terms requiring Holder review and or approval before certain other uses may occur and/or certain other structures be constructed, all terms granting public access and all terms contained in the accompanying Multi-Resource Management Plan, shall apply to that land area described

in Exhibit A.1 and depicted on the map in Exhibit A.2 of the MRCE, in the same manner and with the same legal force and effect as if the MRCE were already recorded.

3. Holder intends to prepare and complete a Baseline Documentation Report prior to September 1, 2009, pursuant to the terms and conditions contained in paragraph 5 of the MRCE, and will exercise its best efforts to ensure completion by this date.

4. On a quarterly basis, in advance, beginning on the Effective Date and continuing until the earlier of (a) the date of Closing on the MRCE, or (b) the date the Concept Plan is invalidated or overturned by final non-appealable judicial action, or (c) five (5) years after the date on which Grantor has requested that LURC terminate the Concept Plan, or (d) the Concept Plan is otherwise terminated, Grantor will pay Holder Fifteen Thousand Dollars ($15,000) per quarter to cover Holder's costs under the MRCE (the "Make Whole Amount"). The Make Whole Amount shall be prorated for partial quarters.

5. To defray Holder's one-time special start up costs, on the Effective Date Grantor will pay directly to Holder Ten Thousand Dollars ($10,000) ("Start Up Partial Payment") in partial satisfaction of the Twenty Thousand Dollars ($20,000) due from Grantor to Holder under Section 1 of the Agreement. Upon its receipt of the Start Up Partial payment, Holder shall (a) send written notice of receipt of the Start Up Partial Payment and a copy of this MOU to the designated Fund Operator under the Agreement, with a copy to Grantor; and (b) shall use the Start Up Partial Payment for Holder's special start up costs. The parties agree to offset the Start Up Partial Payment from the amount due from Grantor to the Fund and from the Fund to Holder under Section 1 of the Agreement.

The foregoing is a complete recording of the Parties' understanding.

PLUM CREEK MAINE
TIMBERLANDS, L.L.C.

BY:_____
Name:_____
Title:_____

FOREST SOCIETY OF MAINE

BY:_____
Name:_____
Title:_____

STATE OF MAINE, ACTING BY AND
THROUGH ITS BUREAU OF PARKS
AND LANDS

BY:_____
Name:_____
Title:_____

List of Exhibits

A MRCE *[See Appendix C to the Concept Plan.]*

G

Agreement on Use of Title Insurance Proceeds for Moosehead Region Conservation Easement

AGREEMENT ON USE OF
TITLE INSURANCE PROCEEDS
FOR
MOOSEHEAD REGION CONSERVATION EASEMENT

This AGREEMENT dated as of _____, 2009 is made by and among Plum Creek Maine Timberland, L.L.C., a Delaware limited liability company with a place of business in Fairfield, Maine (hereinafter, together with its successors and assigns, "Grantor"); the Forest Society of Maine, a Maine not-for-profit corporation with a place of business in Bangor, Maine (hereinafter, together with its successors and assigns, "Holder"); and the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter, together with its successors and assigns, "Third Party")(collectively, the "Parties" and individually, "Party"). In consideration of the mutual promises and undertakings herein, the receipt to which is hereby acknowledged, the Parties agree as follows:

1. Purchase of Title Insurance. On or before delivery by Grantor and acceptance by Holder and Third Party of the Conservation Easement entitled "Moosehead Region Conservation Easement" of near or even date herewith, (hereinafter the "Conservation Easement"), Grantor shall purchase a standard policy of title insurance insuring title to the Conservation Easement from Fidelity National Title Insurance Company or a title insurance company of similar financial capacity and experience, in the amount of $13.4 million, and in the name of and for the benefit of Holder and Third Party, as their interests may appear (the "Title Policy"). Grantor is participating in this Agreement solely to obligate itself to purchase the Title Policy. Nothing contained herein shall obligate Grantor to purchase any current or subsequent endorsements to the Title Policy.

2. Application of Title Insurance Proceeds. In the event that Holder and/or Third Party obtain a monetary recovery under the policy of title insurance for a title defect with respect to the Conservation Easement, Holder and Third Party shall distribute and use the title insurance proceeds according to the following priorities:

A. First Priority. To the extent that Holder and/or Third Party have reasonably incurred direct and/or indirect costs in collecting title insurance proceeds, such as costs of investigation, negotiation, litigation, and/or settlement, including without limitation, costs of court or other decision making and reasonable attorney's fees, those costs shall be reimbursed from the title insurance proceeds to Holder and/or Third Party, to the extent that such costs have been incurred by each.

B. Second Priority. To the extent that the title defect which gives rise to the title insurance proceeds is of such a nature as to give rise to additional stewardship costs under the Conservation Easement, the amount of the expected annual increase in stewardship costs shall be estimated in 2009 U.S. Dollars and funds from the net title insurance proceeds shall be contributed to the stewardship fund established by the Conservation Easement in an amount which is sufficient to generate the amount of the expected annual increase in stewardship costs in 2009 U.S. Dollars based on an annual pay-out rate of 4.25% of the amount of the contribution to the stewardship fund. Nothing in this Agreement shall obligate Grantor to contribute to such stewardship fund if the net title insurance proceeds are determined to be insufficient to cover any expected annual increase in stewardship costs as the result of a title defect.

C. Third Priority. If net title insurance proceeds remain after addressing the first two priorities described in paragraphs A and B, all remaining title insurance proceeds shall be distributed to the Third Party. All title insurance proceeds distributed to Third Party under this paragraph C shall be expended in

the following order of expenditure by Third Party, following consultation with the Maine Land Use Regulation Commission:

(1) expenditures required to (a) eliminate the title defect on lands that were intended to be part of the Conservation Easement and for which the monetary recovery is awarded, and (b) thereinafter encumber those lands with substantially similar terms and conditions to those set forth in the Conservation Easement, so long as the cost of eliminating the title defect and thereinafter encumbering the land is not unreasonable;

(2) expenditures required to encumber lands adjacent or reasonably proximate to the lands already encumbered by the Conservation Easement with terms and conditions substantially similar to those set forth in the Conservation Easement, so long as said lands possess conservation and public recreation values similar to the lands on which a title defect existed;

(3) expenditures required to encumber lands with substantially similar terms and conditions to those set forth in the Conservation Easement that are otherwise located in Piscataquis and/or Somerset County and possess conservation and public recreation values similar to the lands on which a title defect existed.

3. Dispute Resolution. Any dispute among Parties arising out of or relating to this Agreement shall be resolved in accordance with this paragraph. Any Party may give notice of a dispute arising out of or related to this Agreement to the other Parties in accordance with Section 5. The participating Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any participating Party may give notice to the other participating Parties of a request for mediation in accordance with Section 5. The mediation shall be conducted in Maine by a mediator mutually agreeable to the participating Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last participating Party to receive notice. In the event that the participating Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 90 days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq.

4. Successors and Assigns. This Agreement shall be binding on Grantor, Holder, and Third Party and their respective successors and assigns, provided however, that 1) with respect to Grantor, this Agreement shall be automatically assigned, and may only be assigned to a successor or assignee of Grantor under the terms of the Conservation Easement; 2) with respect to Holder, this Agreement shall be automatically assigned, and may only be assigned, to a successor or assignee of Holder under the terms of the Conservation Easement, including an assignee under an assignment made by Third Party under Section 15 of the Conservation Easement; and 3) with respect to Third Party, this Agreement shall be automatically assigned, and may only be assigned, to a successor or assignee of Third Party under the terms of the Conservation Easement. Following any assignment permitted in this Section 4, the assigning party shall be released from all future obligations under this Agreement.

5. Notices. Any notices given under this Agreement must be in writing and will be sufficient if served personally or sent by facsimile with a receipt of delivery, overnight mail with receipt acknowledged, or certified mail, return receipt requested, addressed as follows:

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

Attn: General Counsel
Fax Number:

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

To Holder: Forest Society Of Maine
115 Franklin St. #3
Bangor, Maine 04401
Attn: Executive Director
Fax Number:

To Third Party: Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
Attn: Director, Planning and Land Acquisitions
Fax Number:

or to such other authorized person as any Party may from time to time designate by written notice to the others in the manner set forth above. Notices given in accordance with this Section will be deemed given and received on the date personally delivered or three days after being sent by any other approved method described above.

6. Miscellaneous.

A. Definitions. Unless defined herein, terms used in this Agreement that are defined in the Conservation Easement shall have the defined meanings as set forth in the Conservation Easement.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, then such holding shall not invalidate or render unenforceable any other provision hereof and the Parties shall immediately renegotiate in good faith such provision to eliminate such invalidity or unenforceability, consistent with the intent of this Agreement.

C. Captions, Titles, and Headings. The captions, titles, and headings used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflict of laws.

E. No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, or remedy of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

F. Non-Waiver. Except as may be expressly provided in this Agreement or in a writing signed by the Party against whom a waiver is claimed, the failure of any Party to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any rights hereunder in the future, but the same shall continue and remain in full force and effect.

G. Modification. The provisions of this Agreement, including any exhibits, may be modified only by written agreement duly executed by each Party, or their respective successors or assigns, provided, however, that (1) Section 2 of this Agreement may be modified by written agreement of the Holder and Third Party, duly executed by each or their respective successors or assigns, and (2) no modification to any provision of this Agreement is effective until approved by the Maine Land Use Regulation Commission.

H. Entire Agreement. This Agreement sets forth the complete understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by any Party to any other Party, whether oral, written, or in any other form, which may have related to the subject matter hereof, not expressly included herein.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date above written.

PLUM CREEK MAINE TIMBERLANDS, L.L.C.

BY:_____
Name:_____
Title:_____

FOREST SOCIETY OF MAINE

BY:_____
Name:_____
Title:_____

STATE OF MAINE, ACTING BY AND
THROUGH ITS BUREAU OF PARKS
AND LANDS

BY:_____
Name:_____
Title:_____

EXHIBIT A

TITLE INSURANCE COMMITMENT

[To be delivered prior to closing.]

H

Roaches Pond Tract Conservation Easement and exhibits thereto

ROACHES POND TRACT CONSERVATION EASEMENT

I. PROJECT NAME: Roaches Pond Tract Conservation Easement

II. WORDS OF CONVEYANCE:

AMC MAINE WOODS, INC., a non-profit corporation organized and existing under the laws of the State of Maine, having a mailing address c/o Appalachian Mountain Club, 5 Joy Street, Boston, Massachusetts 02108 (hereinafter referred to as the "Grantor", which word shall, unless the context clearly indicates otherwise, include the above-named Grantor, its successors and assigns and any successors in interest to the Protected Property or any portion thereof including all subdivisions thereto, and their executors, administrators and personal representatives) as a gift, HEREBY GRANTS to the **STATE OF MAINE**, acting by and through its **Department of Conservation**, Bureau of Parks and Lands, a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter referred to as the "Holder", which word shall, unless the context clearly indicates otherwise, include Holder's successors and assigns), with **QUITCLAIM COVENANT**, in perpetuity, the following described Conservation Easement on real estate located in **T1 12 WELS, Bowdoin College Grant East (T7 R10 NWP), and Shawtown Township (TA R12 WELS)**, Piscataquis County, Maine, hereinafter referred to as the "Protected Property," and more particularly described in **Exhibit A**, and depicted on **Exhibit B**, both attached hereto and made a part hereof by reference, such grant to be exclusively for conservation purposes as set forth below; subject to, however, any rights and easements held by third parties as of the date of this grant, as listed on **Exhibit C**.

III. PURPOSES:

Grantor conveys this Conservation Easement to Holder for the purpose of conserving forever the Protected Property for non-exclusive primitive recreation, as more specifically described below:

A. The Protected Property is a commercial forest that has been heavily harvested and contains extensive areas of even-aged, early successional forest. This Conservation Easement is intended to provide a significant public benefit by restoring, over time, the natural character of the Protected Property, including its lake resources, its primitive recreation values and its highly scenic and substantially forested character when viewed from the public waters and public roads, subject only to such uses as are specifically provided for herein.

B. While the Protected Property may remain a commercial forest, it is the purpose of this Conservation Easement to: (1) restore and protect the natural and scenic character of the Protected Property; (2) provide permanent, non-exclusive, non-motorized public access to the Protected Property for primitive recreational uses; (3) otherwise protect and promote non-exclusive primitive recreation and the facilities required to support these uses as permitted herein; and (4) foster responsible conservation practices, including sustainable timber harvesting and silviculture. Reference is made to the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707) for adjacent land of which the Protected Property was once a part, on file at the

offices of the Maine Land Use Regulation Commission in Augusta, Maine, or any successor agency.

C. Without limiting the generality of the foregoing, the terms of this Conservation Easement and of the Land and Recreation Management Plan required by Section VI.F shall be interpreted in the light of and shall be controlled by the following principles:

1. Prohibit Development on the Protected Property

All development not related to furthering the purposes of this Conservation Easement as set forth in Section III.A. and B. is prohibited.

2. Conserve and Enhance Scenic Values of the Protected Property

This Conservation Easement is intended to conserve and enhance scenic values of the Protected Property, including on and around lakes and ponds, recognizing that the Protected Property has been subject to significant timber harvesting and that forestry may continue.

3. Protect and Promote Primitive Recreation

This Conservation Easement is intended to guarantee the protection and promotion of non-exclusive, primitive recreational activities and to further guarantee non-exclusive, non-motorized access by the public to the Protected Property for the purpose of engaging in these primitive recreational activities.

4. Limit Motorized Use of the Protected Property That Is Not In Service of the Purposes of This Conservation Easement

This Conservation Easement is intended to ensure that any motorized use of the Protected Property will not significantly degrade its primitive recreation values, recognizing that the Protected Property may remain a commercial forest and that other limited ancillary uses specified in Section VI.F.4 may be allowed.

IV. RECITALS

The following recitals more particularly describe the Protected Property and the significance of this grant:

WHEREAS, the Protected Property consists of approximately 29,500 acres that have historically supported commercial forestry yet remain generally in a natural state; and

WHEREAS, the Protected Property contains the shorelines of a number of lakes and ponds, including the Second Roach, Third Roach, and Trout Ponds, that remain in a generally undisturbed natural state; and

WHEREAS, the Protected Property is located in the middle of the 100-Mile Wilderness region stretching from the Town of Monson to Baxter State Park, and is adjacent to and abuts and links other substantial protected properties, including, on the north, Maine Public Reserve Land (Nahmakanta Reserve) managed by the Holder herein and, on the southwest, the KIW Tract owned by the Grantor herein and subject to a conservation easement held by the Holder herein, and, on the south, the Appalachian Trail, so that its

protection by this Conservation Easement will create a large and very significant contiguous block of property preserved for scenic and recreational use; and

WHEREAS, this Conservation Easement is intended to ensure the protection and promotion of non-exclusive, primitive recreation on the Protected Property in a manner that is consistent with the preservation of its natural features; and

WHEREAS, permanent, non-exclusive, non-motorized public access to the Protected Property for primitive recreational uses will provide an important benefit to members of the general public who want to experience the remote backcountry of the 100-Mile Wilderness region; and

WHEREAS, this Conservation Easement is granted pursuant to the terms of the Concept Plan for the Moosehead Lake Region and Zoning Petition ZP 707 approved by the Maine Land Use Regulation Commission and in consideration for and mitigation of certain development rights that have been granted by the Commission.

V. TERMS OF GRANT

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

VI. RESTRICTIONS AND RESERVED RIGHTS

Grantor may use the Protected Property primarily for the following purposes, and for such other purposes as shall be reasonably ancillary to or in support of the uses listed below:

A. LAND USES

1. Non-exclusive, Primitive Recreation

Grantor shall manage and use the Protected Property to protect and promote non-exclusive primitive recreation, which may include the operation of commercial sporting camps, remote rental cabins, back country huts, and primitive campgrounds as permitted by Section VI.B, below. In addition to the commercial recreation structures and infrastructure expressly authorized in Section VI.B below, other infrastructure necessary for the public enjoyment of non-exclusive primitive recreation on the Protected Property, including but not limited to trailheads, single- or multi-use trails, temporary docking and mooring structures, signs, and other similar facilities, may be established and maintained on the Protected Property. All facilities shall be open to the public on a non-exclusive basis except for those facilities or portions thereof that are necessary for administration of uses of the Protected Property consistent with the purposes of this Conservation Easement, or when public safety requires limitations on use, such as where timber harvesting activities are being conducted or where a gravel pit may be in use, or where unsafe conditions may exist as determined by the Grantor.

2. Renewable Power Generation

Grantor may generate electric power from renewable sources, such as solar, wind and hydro, on the Protected Property, provided that the power may be consumed only on the Protected Property in connection with uses of the Protected Property permitted by this Conservation Easement.

3. Water Extraction

Grantor may extract water from the Protected Property, provided the water may be used only on the Protected Property in connection with uses of the Protected Property permitted by this Conservation Easement.

4. Timber Harvesting and Silviculture

Grantor may conduct commercial timber harvesting, silviculture, and related forest management activities on the Protected Property in compliance with all applicable laws and regulations.

5. Existing Gravel Pit Operation

As of the date of the recording of this Conservation Easement, there is an existing commercial gravel pit operating on the Protected Property in the location identified on Exhibit B. Grantor shall establish an area of approximately 30 acres inclusive of the existing gravel pit, which shall be reserved exclusively for the commercial operation of the pit. The 30-acre area shall be excluded from the requirements of this Conservation Easement with respect to that public access, that development, those surface alterations and those motorized uses required for the commercial operation of the pit, and not for any other purpose.

6. All Other Uses

Except as may be expressly permitted elsewhere in this Conservation Easement, Grantor shall neither conduct nor allow any other uses or activities on the Protected Property, including but not limited to: commercial (e.g., hotels, motels, trailer parks, billboards, junk yards), residential (e.g., houses, apartment buildings, multi-family housing units, condominiums, mobile homes), industrial (e.g., non-renewable energy generation or energy generation of any type consumed beyond the Protected Property, quarrying, mining, gravel extraction, landfills, or waste disposal activities), and public/civic uses and activities.

B. STRUCTURES

As of the date of this Grant, there are no structures on the Protected Property except for (a) unpaved access roads, (b) recreational trails, (c) boundary markers and (d) the structures identified in **Exhibit D**.

Grantor shall neither construct, conduct, allow, nor use any other structures (additional, temporary, or permanent) on the Protected Property except for the following, which structures may only be constructed in compliance with all applicable laws and regulations, and the use of which shall be non-exclusive:

1. Commercial Sporting Camps, Remote Rental Cabins, Back Country Huts, and Primitive Campgrounds

Grantor shall have the right to operate and construct on the Protected Property up to three (3) commercial sporting camps, ten (10) remote rental cabins, and three (3) back country huts, plus primitive campgrounds. Grantor may construct additional remote rental cabins only with the Holder's prior approval, which approval shall not be unreasonably withheld.

2. Communications Equipment

Grantor may maintain antennae and/or telecommunications equipment on the Protected Property, provided that they are used solely for purposes of (a) communications necessary to provide adequate emergency response, administrative operations, and management of safe conditions for public use of the Protected Property and timber harvesting and other forestry operations, and (b) the accessory provision of telecommunications to others within the geographic area of the Protected Property. The siting of such equipment, and the potential visual impacts thereof, must not adversely affect the purposes of this Conservation Easement.

3. Staff Housing and Workspace and Other Support Facilities

In order to facilitate the conduct of primitive recreation, forest management activities and other uses permitted on the Protected Property, but not for any other purpose, Grantor may construct facilities as Grantor may determine to be reasonably required to house and provide working space for employees and volunteers, for equipment storage, and otherwise for the conduct of such activities, including, but not limited to, checkpoint buildings for the purpose of collecting permitted fees and monitoring public access. Any such employee housing facilities other than those contained within commercial sporting camps shall not be used on a year-round basis.

4. Structures to Generate Renewable Power

Grantor may construct and maintain on the Protected Property structures used for the generation of electric power from renewable sources pursuant to Section VI.A.2. The siting, design and scale of the structures shall not adversely impact the purposes of this Conservation Easement.

5. Temporary Roads and Structures to Support Permitted Forestry Uses

Grantor may construct on the Protected Property temporary roads and structures for use in connection with timber harvesting, but shall render unusable to motorized transit such temporary roads and structures immediately after completing the harvesting activity for which they were constructed. To the extent practicable, Grantor shall restore the sites of such temporary roads and structures to a natural condition.

6. Other Roads

Grantor may construct on the Protected Property roads necessary to access the Protected Property for permitted uses and the associated road infrastructure, including but not limited to bridges and culverts. All such roads will be added to the Land and Recreation Management Plan required by Section VI.F.

7. Infrastructure

Grantor may construct infrastructure on the Protected Property necessary to accommodate primitive recreational, forestry, and other uses permitted on the Protected Property.

8. Existing Structures

The structures listed in Exhibit D may remain on the Protected Property but may be used only for the purposes set forth in Section VI.A.

9. Maintenance of Permitted Structures

Grantor may preserve, repair, maintain, raze, and remove any and all structures permitted on the Protected Property, and may reconstruct such structures so long as the reconstructed structure remains a permitted structure.

C. SURFACE ALTERATIONS

Grantor shall neither conduct nor allow on the Protected Property outside of the 30-acre area identified for the existing gravel pit in Section VI.A.5, above, any filling, grading, drilling, excavation, alteration of the surface of the earth, removal of soil or minerals, or changes in the topography, except in connection with (a) scientific and archaeological research and observation, (b) remediation or restoration of natural features, (c) construction and maintenance of permitted structures, roads and trails, and (d) creation and operation of gravel and stone extraction pits of less than five acres in size, provided that (i) the exposed mineral surface of any new gravel or borrow pit shall be limited to not more than two acres of exposed mineral surface per site at any time, (ii) no more than 50 acres in the aggregate is exposed for excavation at any one time, and (iii) all such extracted materials may only be used on the Protected Property for purposes permitted by this Conservation Easement. Notwithstanding the above, the commercial operation of the gravel pit within the 30-acre area identified in Section VI.A.5, above, is expressly permitted and shall not be constrained by the limitations of this section.

Any permitted surface alteration, including within the 30-acre area identified for the existing gravel pit in Section VI.A.5, above, shall (a) comply with all applicable legal standards pertaining to such alteration, (b) be located in such a manner as to avoid, and if not possible to avoid, minimize any adverse impact to the purposes of the Conservation Easement as set forth in Section III; and (c), where applicable, be regraded and restored to a natural vegetated condition within a reasonable time after use.

D. WILDLIFE AND WATER QUALITY PROTECTION

In order to assure the preservation of the Protected Property's high quality scenic, natural, and ecological character, the following specific restrictions are imposed on the Protected Property. Such restrictions shall yield to any more restrictive local, state, and federal laws or regulations.

1. Discharge of Waste Water

Grantor shall not discharge, either by overboard or direct means, treated or untreated black or grey water waste into fresh surface waters on or about the Protected Property.

2. Disposal or Storage of Rubbish, etc.

Grantor shall not dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that Grantor may use or dispose of organic compost, blowdowns, and by-products of on-site forest management permitted by this Conservation Easement on the Protected Property, in a manner consistent with the conservation purposes of this Conservation Easement. Grantor may store temporarily, in appropriate containers, for removal at reasonable intervals, other waste generated by permitted uses on the Protected Property, subject to all applicable local, state, and federal laws and regulations.

3. Use of Herbicides

Grantor shall control and limit the use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances on the Protected Property so that such substances have no adverse effect on the wetland, flora, fauna, or other habitats associated with the Protected Property. In any event, Grantor may use such substances only in accordance with all applicable federal, state, and local laws and regulations.

E. SUBDIVISION AND SALE

1. Limitation on Creation of Separate Lots

Grantor shall maintain the Protected Property in its current configuration as one single lot, and shall not, by any legal, illegal, or de facto means, divide, partition, subdivide or convey any portions of the Protected Property as lots or parcels in separate ownership. Notwithstanding the foregoing, Grantor shall have the right to:

(a) establish, by conveyance, lease, or mortgage, and consistent with the purposes of this Conservation Easement, not more than three (3) separate lots, each of which must contain no less than 5,000 acres, provided that (i) Grantor shall make no such subdivision before completing the Land and Recreation Management Plan, (ii) Grantor shall make a one-time contribution of $5000.00 to the Roaches Pond Tract Conservation Easement Stewardship Fund ("Stewardship Fund") upon the initial creation of a lot pursuant to this section, and (iii) Holder has executed and Grantor has recorded at the Piscataquis County Registry of Deeds a certificate stating that the required contribution to the Stewardship Fun has been paid.

(b) establish, for the purposes of commercial sporting camp or back country hut operation, an additional three (3) separate lots, each of which must contain no more than 500 acres; provided, that (i) Grantor shall convey no such subdivided lot before completing the Land and Recreation Management Plan; (ii) Grantor shall make a one-time contribution of $5000.00 to the Stewardship Fund upon the initial creation of a lot pursuant to this section; (iii) if Grantor establishes any such lot by entering into a lease with a tenant, Grantor's execution of such a lease shall not be deemed a conveyance for the purposes of this Section VI.E.1(b); and (iv) Holder has executed and Grantor has recorded at the Piscataquis County Registry of Deeds a certificate stating that the required contribution to the Stewardship Fun has been paid; and

(c) make an unlimited number of conveyances in fee to Holder, with the prior written consent of Holder, or to any other state or federal governmental agency qualified to be a Holder under Title 33, M.R.S., Section 476 *et. seq*, for purposes of management as part of nearby or adjoining conservation land (including but not limited to the State of Maine's Nahmakanta Reserve and the National Park Service's Appalachian Trail corridor), provided that any such conveyance shall be subject to this Conservation Easement and no term of this Conservation Easement shall be deemed to have merged with, or been extinguished by, Holder's fee interest in any such portion conveyed to Holder in fee.

2. Subdivisions to Remain Subject to Conservation Easement

With the exception of lands conveyed in accordance with boundary line agreements as described in Section VI.E.4, below, any division of the Protected Property, and any parcel created thereby, shall remain subject to this Conservation Easement.

3. Certain Sporting Camps, Back Country Huts and Remote Rental Cabins Not Deemed Lots in Separate Ownership

For the purposes of Section VI.E.1 above, if Grantor constructs within the Protected Property any commercial sporting camp, back country hut or remote rental cabin (a) to which Grantor retains all right, title, and interest, or (b) which Grantor allows others to operate or occupy by lease, rather than by a fee conveyance, then the existence of that commercial sporting camp, back country hut or remote rental cabin shall be deemed not to represent a division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership, provided that Grantor shall (a) provide all lessees with a copy of this Conservation Easement, (b) notify the Holder in writing about the execution of the lease, and (c) provide Holder with a copy of the same, which copy may be redacted to preserve the confidentiality of Grantor's and lessee's financial agreement. Notwithstanding the foregoing, before executing any lease for such commercial sporting camp or back country hut, Grantor shall obtain any and all approvals and permits, if any, that may be required by the Maine Land Use Regulation Commission and any other governmental entity for the creation of commercial sporting camps or back country huts by leasehold.

4. Boundary Line Agreements

Grantor may enter into boundary line agreements relating to the Protected Property to resolve bona fide boundary line disputes with the prior written consent of Holder, which consent shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order. No such boundary agreement shall be deemed to create a division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership for the purposes of this Section VI.E.

5. Exceptions for Conservation and Recreation Easements

Grantor may burden any portion of the Protected Property with additional conservation and recreation easements that are (a) designed to provide motorized access for public recreational uses in those areas designated appropriate for motorized recreation in the Land and Recreation Management Plan established pursuant to Section VI.G, (b) more restrictive than this Conservation Easement with respect to the permissible uses allowed under this Conservation Easement, or (c) more protective than this Conservation Easement with respect to any specifically identified wildlife, scenic or ecological resources, provided that any such easements are granted to the Holder or to another qualified Holder as defined under Title 33, M.R.S., Section 476 et. seq, and consistent with the purposes of this Conservation Easement as set forth in Section III. Grantor's conveyance of easement interests in accordance with this subsection shall not be deemed to create a division, partition, subdivision, or other legal or de facto creation of lots or parcels in separate ownership under this Section VI.E. Further, no such conveyance of easement interests may be made before Grantor's completion of the Land and Recreation Management Plan.

6. Sale from Original Grantor

At such time as the original Grantor hereof, AMC Maine Woods Inc., conveys to a third party all of the Protected Property, or that portion of the Protected Property remaining in its ownership after any other conveyances pursuant to this Section VI.E., the original Grantor shall make a one time contribution to the Stewardship Fund of an amount not to exceed thirty thousand dollars ($30,000.00), said amount to be equal to the difference between all previous contributions to the Stewardship Fund (including the initial $145,000.00 contribution by Grantor's predecessor-in-interest and all five thousand dollar contributions, if any, made pursuant to Section VI.E.1 hereto) and $175,000.00.

7. Roaches Pond Tract Conservation Easement Stewardship Fund

The Stewardship Fund shall be managed in accordance with the terms of the Agreement on Roaches Pond Tract Conservation Easement Stewardship Fund ("Agreement") approved by the Maine Land Use Regulation Commission as a part of the Moosehead Lake Region Concept Plan (ZP 707). Contributions to the Stewardship Fund required under Section VI.E.1 and 6 of this Conservation Easement shall be paid in the amounts indicated in U.S. dollars, adjusted for inflation and/or deflation for each year after 2009 based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor for each year after 2009, or if that index is discontinued, based on similar index published by the United States Government and selected by mutual agreement of the parties to the Agreement.

No conveyance of any portion of the Protected Property pursuant to either Sections VI.E.1 or VI.E.6 shall be made unless the contribution to the Stewardship Fund required by the pertinent Section is made by Grantor on or before the date of the conveyance and unless a certificate of Holder is recorded at the Piscataquis County Registry of Deeds stating that the required contribution to the Stewardship Fund has been paid. Upon payment by Grantor of any contributions to the Stewardship Fund required by this Section, Holder shall execute and promptly record any certificates required under this Section.

F. LAND AND RECREATION MANAGEMENT PLAN

No later than 24 months following recording of this Conservation Easement, Grantor shall complete and provide to the Holder a Land and Recreation Management Plan (the "Plan") that establishes the location and size of, or the criteria and process for subsequently locating and sizing commercial sporting camps, remote rental cabins, back country huts, primitive campgrounds, trails, roads (other than woods roads and temporary roads created for use in connection with timber harvesting), gravel pits, parking areas, and other permitted structures. The Plan shall also contain, in such form as Grantor shall determine, a concept scheme for the establishment and maintenance by Grantor of a core network of trails and facilities contemplated to be established on the Protected Property over time, and an approximate short and long-term schedule by which the core network will be constructed. The Grantor may, from time to time, amend the Plan, so long as any such amendment is consistent with the purposes of this Conservation Easement and the following Minimum Plan Requirements:

Minimum Plan Requirements

Except for the concept scheme, the initial Plan shall include only those roads, permitted structures and permitted uses then established by Grantor, and Grantor shall periodically amend the Plan to reflect each additional permitted structure, trail, gravel pit and road that Grantor later establishes within the Protected Property, as well as any changes in the concept scheme determined by Grantor.

Although approval of the Plan by the Holder is not required, Grantor shall submit the Plan and each amendment thereof to Holder. The Holder may (a) review the Plan for consistency with this Conservation Easement's purposes and terms and the Minimum Plan Requirements, and (b) undertake enforcement action pursuant to Section X in the event that Holder determines that the Plan is not consistent. The Plan shall include protection measures, consistent with the purposes of this Conservation Easement, which are specific, measurable, and non-discretionary, to regulate permissible uses and structures consistent with the terms set forth below.

The terms of the Plan and any amendments thereto shall contain provisions that include the following matters, consistent with the purposes of this Conservation Easement:

1. Prohibit Development on the Protected Property

All development not expressly permitted by this Conservation Easement will be prohibited. The Plan will provide that for any structures permitted by this Conservation Easement, said structures shall be designed to protect and promote non-exclusive, primitive recreation, within the limitations of the Protected Property's use as a commercial forest.

2. Conserve and Enhance Scenic Values of the Protected Property

The Plan will contain provisions intended to (a) conserve and enhance scenic values of the Protected Property, especially when viewed from the lakes and ponds and from the core network of recreation facilities and non-motorized trails on the Protected Property, recognizing, however, that the Protected Property has been and may remain a commercial forest, and that those values are currently severely degraded in certain areas; and (b) maintain the appearance of relatively continuous vegetation cover by avoiding, as much as is practical, creating openings in the forest canopy that are visible from the lakes and ponds and from the core network of recreation facilities and non-motorized trails on the Protected Property.

3. Protect and Promote Non-exclusive Primitive Recreation on the Protected Property

The Plan will contain provisions intended to protect and promote non-exclusive primitive recreation by establishing over time recreational structures and uses consistent with this Conservation Easement, including a core network of primitive recreation facilities and non-motorized trails, which provide access to the scenic and recreational attributes of the Protected Property. The Plan will contain provisions establishing Grantor's ability to regulate public access under Section VI.G.2, below, by providing specific standards for Grantor's institution of regulations to prevent conflicts between primitive recreation activities.

4. Limit Motorized Use on the Protected Property That Is Not In Service of the Purposes of This Conservation Easement

The Plan will limit motorized uses, including without limitation trucks, passenger vehicles, and recreational vehicles, on the Protected Property except for the following:

(a) access by third party owners of record of in-holdings ;

(b) access by any party having access reserved by deed of record prior to the recording of this Conservation Easement;

(c) access by staff, volunteers, guests and invitees for operation, management, maintenance and intended use, as determined by Grantor, of permitted recreational facilities;

(d) access by emergency vehicles responding to medical or public safety emergencies;

(e) access for permitted forest management and gravel extraction, as such uses are permitted under the terms of this Conservation Easement; and

(f) access by Holder for inspection and enforcement, as such activities are permitted under the terms of this Conservation Easement.

Grantor may, with Holder consent, allow additional motorized uses, but only if Grantor reaches an agreement with Holder that the additional motorized access is consistent with the purposes of this Conservation Easement

pursuant to Section III. If Grantor and Holder agree to the additional motorized access, Grantor may, in its discretion, impose fees for such additional motorized access, which fees shall be deemed not to be an unreasonable regulation under Section VI.G.3. Nothing herein shall be deemed as requiring Grantor to authorize additional motorized recreational access on the Protected Property, or limiting Grantor's ability temporarily or permanently to restrict motorized recreational access on all or portions of the Protected Property.

In addition to the foregoing, Grantor may, in its discretion, permit Holder and its invitees motorized use of the existing Nahmakanta Road, so called, on the Protected Property for access to property of Holder to the east of the Protected Property and may also permit the establishment of a new trail for motorized use on the Protected Property north of the Nahmakanta Road. Such motorized uses within such area shall not be deemed to significantly degrade the remote backcountry experience available on the Protected Property. If Grantor permits such additional motorized uses, Grantor may, in its discretion, impose reasonable fees for such additional motorized access, which fees shall be deemed not to be an unreasonable regulation under Section VI.G.3. Nothing herein shall be deemed as requiring Grantor to authorize additional motorized recreational access on the Protected Property, or limiting Grantor's ability temporarily or permanently to restrict motorized recreational access on all or portions of the Protected Property.

Nothing in this Conservation Easement shall be construed to prohibit Grantor from allowing, at its sole discretion, motor vehicular travel, including forest management vehicles, from Kokadjo to the Nahmakanta unit on the existing Nahmakanta Road, subject to reasonable fees for such use.

In the event Grantor shall transfer the Protected Property or any portion thereof to any third party, the Protected Property or portion so transferred shall remain subject to the terms of the Plan and the transferee shall assume responsibility for further amendments to the Plan so far as applicable to the transferred property.

Grantor may not build new structures on the Protected Property before adopting the Land and Recreation Management Plan except with Holder's approval, which shall not be unreasonably withheld.

G. RECREATIONAL EASEMENT

1. Grant of Public Primitive Recreational Access

This Conservation Easement creates a permanent right in the public for, and Grantor may not exclude the general public from, non-motorized access to and use of the Protected Property for the purpose of non-exclusive, primitive recreational activities by the general public as provided in, and subject to the limitations of, this Conservation Easement.

2. Reservation of Rights to Regulate Public Recreational Access

Notwithstanding the foregoing, Grantor may establish, by posting of notices and by any other lawful means, rules and regulations governing night use, camping, loud activities, open fires, use of motor vehicles and equipment, access by domesticated animals or pets, methods, locations and timing of hunting and fishing; and other types of public uses so long as said rules and regulations are required to (a) protect public safety, (b) prevent unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Protected Property, or (c) prevent conflicts between primitive recreation activities, and are consistent with the purposes of this Conservation Easement pursuant to Section III. Grantor also reserves the right to restrict public access to limited areas of the Protected Property either to protect fragile areas under study, or to promote safety during active timber harvesting and/or other permitted management activities that may pose a hazard to recreational users, and to restrict public access over the roads within the Protected Property to prevent road damage during periods of water-saturated

soils. Holder and Grantor may agree in writing to restrict the general public's access to and use of the Protected Property for other purposes, but only to the extent and for the duration necessary to assure safety, allow necessary maintenance; and/or to preserve important scenic, ecological, or other natural resource values of the Protected Property.

3. Fees

Grantor and Holder recognize that management of public access and recreational uses of the Protected Property involves significant ongoing costs, including, but not limited to the cost of insurance, road and trail maintenance, personnel, search and rescue activities, the cost of facility construction, including facilities existing on the date of this Conservation Easement and those subsequently added, maintenance and improvement, development, and repair of facilities and any real estate and forest excise taxes, or payments in lieu thereof, that may be incurred by Grantor. In recognition thereof, Grantor may charge and collect fees for the use of Grantor's recreational improvements sufficient to recover those costs, provided that such fees to do not unreasonably restrict pedestrian access on and across the Protected Property. Grantor shall notify Holder of any new or changed fees not less than 30 days before they go into effect, although approval by Holder of the new or changed fees is not required.

4. Other Recreational Easements and Agreements

If not of record prior to the conveyance of this Conservation Easement and identified on Exhibit C hereto, Grantor reserves the right to convey to the State of Maine, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, trail easements expressly allowing (a) public recreational snowmobile use over a certain portion of the Protected Property located within T1 R12 WELS, and (b) public recreational all-terrain vehicle (ATV) use over a certain portion of the Protected Property located within Shawtown Township (TA R12 WELS) in the approximate locations depicted on Exhibits E and F, hereto. Grantor and Holder acknowledge that the said trail easements are consistent with the purposes of this Conservation Easement pursuant to Section III and may be granted by the Grantor in substantially the form attached hereto as Exhibits E and F without additional Holder consent, notwithstanding the provisions of Section VI.F.4. Nothing within this Conservation Easement shall be deemed to restrict or enlarge Grantor's rights to regulate use of the trail easements as reserved therein.

Holder acknowledges that there has been in effect for a number of years prior to the date of this Conservation Easement an unrecorded agreement among Grantor and various holders of land generally adjacent to the Protected Property providing for the sharing of certain costs and the joint collection of fees relating to the provision of recreational opportunities on the adjacent lands. Holder expressly consents that the Protected Property may be added to that agreement, which agreement may be extended, modified, or reconstituted from time to time after the effective date of this Conservation Easement at the discretion of Grantor, or replaced with a new agreement with respect to substantially the same subject matter, so long as the agreement or any new agreement is not materially different in scope and purpose from the agreement presently in effect, including provisions relating to fees that may be charged, and is not a recorded, permanent encumbrance upon the Protected Property. Holder also consents that Grantor may enter into new unrecorded agreements with other parties covering matters substantially comparable to the matters addressed in the agreement referred to above, provided that nothing contained in any such agreement is inconsistent with or prohibited by the terms of this Conservation Easement.

5. Liability

Grantor and Holder reserve, maintain, and assert all of the rights and immunities against liability for injury to the public to the fullest extent of the law under 14 M.R.S., Section 159-A, et seq. (limiting property-owner's

liability for recreational or harvesting activities) as it is now and may in the future be amended; 14 M.R.S., Section 8101 et seq. (the Maine Tort Claims Act) as it is now and may in the future be amended; and any other applicable statutory or common law principles of law or equity.

VII. DEFINITIONS

The following terms, as used in this Conservation Easement and its attachments, shall have the meanings set forth below:

A. **Back Country Hut:** A structure providing transient lodging for a limited number of persons in pursuit of primitive recreation and located in a forested, natural and largely undeveloped setting. A back country hut may consist of, but not necessarily include, some or all of the following: a central area for serving meals and socializing for guests; office space; individual or shared sleeping accommodations; showers; toilets; and other amenities providing basic comforts and conveniences for guests. A back country hut shall be sized to have a ground level building footprint of no more than 5,000 square feet and an overall height of no more than 40 feet. A back country hut may include accessory structures that provide limited and basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to outdoor fire places or fire rings, picnic tables, picnic shelters, pressurized water systems; septic systems; and workshops, woodsheds, laundry, equipment storage, and other utility buildings as needed.

B. **Checkpoint Building**: A structure on land under forest management which is used primarily for control of access to private roads or trails, provided it does not include more than one residence.

C. **Commercial Sporting Camp**: A facility consisting of a building or group of buildings open to the public on a non-exclusive basis and devoted primarily to the offering of lodging facilities for a limited number of persons in pursuit of primitive recreation and located in a forested, natural and largely undeveloped setting. A commercial sporting camp functions primarily as a destination for the above activities rather than a transient lodging facility or a base of operations for activities in another location. A resident, on-site attendant must be available on a full-time basis to meet the needs of guests. A commercial sporting camp shall be sized to have a total floor area no greater than 10,000 square feet for all principal buildings (including housekeeping and outpost cabins) associated with the facility. A commercial sporting camp may consist of, but not necessarily include, some or all of the following: a number of cabins for the housing of guests including housekeeping cabins; a main lodge for serving of meals and socializing for the guests; outbuildings for housing of the owners, guides, and other workers; workshop, woodsheds, laundry, equipment storage, and other utility buildings as needed. Outpost cabins are considered a part of the commercial sporting camp.

D. **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, as well as forest management for the enhancement of scenic values, 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.

E. **Infrastructure**. Infrastructure includes the basic facilities, services and installations supporting primitive recreational, forestry and other activities permitted on the Protected Property, including but not limited to checkpoint buildings, gates, bridges, culverts, boardwalks, stairways, trails, parking areas at trailheads, bridges on trails, signs, and temporary docking and mooring structures.

F. **Non-exclusive:** Those activities available to the general public in which participation is not prohibited or affirmatively restricted based on required membership or application of other discriminatory or exclusive criteria; provided however that the charging of a reasonable fee for service, in and of itself, shall not cause an activity to be deemed "exclusive."

G. **Primitive Campground:** A camping facility designed for transient occupancy by persons in pursuit of primitive recreation and located in a forested, natural and largely undeveloped setting. A primitive campground includes campsites designed for tents, lean-tos, Adirondack shelters and other similar structures providing limited and basic shelter functionality, but does not include recreational motor vehicles, travel trailers, motor homes, cabins or other structures providing enhanced camping conveniences. A primitive campground may include limited accessory structures that provide basic comforts and conveniences and are located, designed and sized to be in harmony with the surrounding natural environment, including but not limited to fire places or fire rings, tent platforms, picnic tables, picnic shelters, boat launches, temporary docking and mooring structures, privies, pressurized water systems, septic systems, bathhouses, beach and swimming areas, playgrounds, ball fields, reservations/rental offices, woodsheds, laundry, equipment storage, and other utility buildings.

H. **Primitive Recreation**: Outdoor, nature-based, non-motorized recreational activities that occur in a forested, natural, and largely undeveloped setting, including canoeing, kayaking and other forms of non-motorized boating, fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, cross country skiing, bicycling and snowshoeing.

I. **Remote Rental Cabin**: A building used only as a commercial lodging facility on a transient basis by persons in pursuit of primitive recreation in a forested, natural and largely undeveloped setting. A remote rental cabin cannot be larger than 750 square feet in gross floor area; cannot be served by any public utilities providing electricity, water, sewer, or telephone services; cannot have pressurized water; and cannot have a permanent foundation. A remote rental cabin cannot be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

J. **Roaches Pond Tract Conservation Easement Stewardship Fund:** That fund established in accordance with the terms of the Moosehead Lake Region Concept Plan (ZP 707) as approved by the Maine Land Use Regulation Commission to provide an annual source of funds to Holder for monitoring and enforcement of this Conservation Easement in perpetuity.

K. **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, retaining walls, billboards, signs, piers and floats, and above-ground gas or liquid storage tanks.

L. **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.

M. **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 and cross-country skiing, 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.

VIII. NOTICES

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

To Grantor: AMC Maine Woods, Inc.
c/o Appalachian Mountain Club
5 Joy Street
Boston, MA 02108

To Holder: State of Maine, Department of Conservation
Director, Bureau of Parks and Lands
22 State House Station
Augusta, ME 04333-00022

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

In the event that notice mailed to Grantor at the last address on file with Holder is returned as undeliverable, Holder shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to Grantor's last known address on file with the Bureau of Taxation for the State of Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable, and the mailing of such notice shall be deemed in compliance with the notice provisions of this Easement.

IX. COSTS AND TAXES; RESPONSIBILITY

A. TAXES, ETC.

Grantor shall pay and discharge when due all property taxes, assessments, and other costs, charges, liens, and encumbrances lawfully imposed upon or in connection with the Protected Property and to avoid the imposition of any liens or encumbrances that may affect Holder's rights hereunder.

B. NO HOLDER POSSESSORY RIGHTS; GRANTOR RESPONSIBILITY FOR COSTS AND CLAIMS

Grantor acknowledges that Holder has no possessory rights in the Protected Property, and therefore no responsibility or right to control, maintain, or keep up the Protected Property. Grantor shall be responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and shall indemnify, defend, and hold harmless the Holder from any claims for damages which arise therefrom, except that Grantor shall have no obligation to indemnify, defend or hold harmless the Holder for harm proximately caused by Holder’s negligent act or misconduct, or for a claim arising out of any of Holder’s workers' compensation obligations that may exist independent of this Conservation Easement under governing law or by contract. Nothing in this Conservation Easement may be construed as the Holder’s waiver of sovereign immunity or any other equitable or legal defense to any future claim.

X. HOLDER'S AFFIRMATIVE RIGHTS

A. HOLDER ENFORCEMENT RIGHTS

Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement, and to require to the extent reasonably practicable the restoration or replacement of any area or feature damaged by such inconsistent activity to a condition in compliance herewith. Holder shall provide Grantor with 30 days’ prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that Grantor has breached this Conservation Easement, then Grantor shall reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs, and any other payments ordered by the Court or decision-maker. In any action to enforce the terms of this Conservation Easement, monetary damages shall be limited to those ordered in connection with required replacement or restoration, as well as those monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement. However, if a court (or other competent decision-maker chosen by mutual consent of the parties) determines that Grantor knowingly, intentionally or willfully violated the Conservation Easement, the court or other mutually agreed-upon decision-maker may award, in addition to any damages that may be awarded in connection with required replacement or restoration, monetary damages up to and including twice the economic benefit gained by Grantor from activities in violation.

B. HOLDER RIGHT OF ENTRY

Holder shall have the right to enter the Protected Property for inspection and enforcement purposes, at any time and in a reasonable manner that is consistent with the conservation purposes hereof.

C. PROTECTION OF CONSERVATION EASEMENT PURPOSES

Holder shall have the right to require that Grantor's reserved rights be exercised in a manner that is consistent with the purposes of this Conservation Easement pursuant to Section III.

D. BOUNDARY SURVEY

Holder shall have the right to conduct a professional boundary survey of the Protected Property or any part thereof, at its own cost. If a court or other decision-maker to which the parties have agreed determines, based upon that survey, that Grantor has violated this Conservation Easement, then Grantor shall reimburse Holder for the cost of that survey.

E. HOLDER RIGHT TO MANAGE PROTECTED PROPERTY

In the event Holder reasonably determines that Grantor is not maintaining the core network of facilities and non-motorized trails on the Protected Property identified in the Plan, Holder shall have the right, but not the duty, to manage primitive recreation use of the Protected Property as specified in the Plan, such as by conducting trail maintenance and maintaining primitive camping areas or other public primitive recreation areas, provided that Holder first provides Grantor 30 days' written notice of the need for such maintenance or management.

XI. GENERAL PROVISIONS

A. EASEMENT PURSUANT TO MAINE LAW

This Conservation Easement is created pursuant to The Uniform Conservation Easement Act, 33 M.R.S. Sections 476 through 480, inclusive, as it is now and may in the future be amended (or successor provisions thereof) and shall be construed in accordance with the laws of the State of Maine.

B. EASEMENT EXCLUSIVELY FOR CONSERVATION PURPOSES

Even though the granting of this Conservation Easement will not result in any tax deduction, it is established exclusively for conservation purposes as contemplated by the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 et seq., all they are now and as they may in the future be amended (or successor provisions thereof).

C. HOLDER QUALIFIED TO HOLD CONSERVATION EASEMENTS

The Holder is qualified to hold conservation easements pursuant to 33 M.R.S. Section 476(2)(A), as it is now and as it may in the future be amended (or successor provisions thereof) and is a Qualified Organization under Section 170(h)(3), as it is now and may in the future be amended (or successor provisions thereof), to wit: a

governmental body empowered to hold an interest in real property under the laws of the State of Maine and with the commitment to preserve the Protected Property's conservation purposes.

D. EASEMENT TO RUN WITH LAND; ASSIGNMENT OF EASEMENT

The burden of this Conservation Easement shall run with the Protected Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Conservation Easement shall not be appurtenant to any parcel of land, but shall be in gross and assignable as described herein. Holder may assign this Conservation Easement, but only after written notice to Grantor, and only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as it is now and as it may be amended in the future, (or successor provisions thereof) and Section 476(2) 33 M.R.S. Section 476(2) as it is now and may in the future be amended (or successor provisions thereof), and that expressly agrees, as conditions of transfer, (a) to monitor, enforce, and otherwise uphold the purposes and terms of this Conservation Easement, and (b) to assume the rights and obligations of Holder provided for by this Conservation Easement. In no event shall this Conservation Easement merge with the underlying fee to the Protected Property.

E. NOTICE OF ADVERSE EFFECTS

Grantor agrees to notify Holder, pursuant to Section VIII, prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant.

F. EFFECT OF MORTGAGES

Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The Protected Property, or portions thereof in accordance with Section VI.E, may be used to secure the repayment of debt, provided that Holder's right to enforce the terms, restrictions, and covenants contained in this Easement shall continue and not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien. The restrictions of this Conservation Easement, and Holder's right to enforce them, shall be superior to any mortgage or lien. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Protected Property.

G-1. EASEMENT AS A PROPERTY RIGHT; VALUATION CLAUSE

This Conservation Easement constitutes a property right immediately vested in and owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, the parties stipulate that the fair market value of the Holder's interest in the Conservation Easement for purposes of Section G-2 and G-3, below, shall be determined by multiplying the fair market value of the Protected Property unencumbered by the Conservation Easement (minus any increase in the value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, at the time of the grant, which ratio is 78:22. If the value of Grantor's estate in the Protected Property is increased by reason of amendment or termination of this Conservation Easement, that increase must be paid over to Holder or to such nonprofit or governmental entity as the court in a proceeding referenced in Section G-2 hereto may designate, to be used for the protection of conservation lands consistent, as nearly as possible, with the publicly beneficial purposes of this Conservation Easement, all in accordance with 33 M.R.S. § 477-A(2)(B) (as the same may be amended from time to time).

G-2. EXTINGUISHMENT OR TERMINATION.

If circumstances arise in the future which render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by prior approval of a court of competent jurisdiction in an action in which the Attorney General is made a party pursuant to 33 M.R.S. § 477-A(2) (as the same may be amended from time to time). Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Conservation Easement as determined in accordance with Section G-1. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This Section shall not apply and there will be no division of proceeds with respect to any sale, exchange or transfer or the Protected Property where the transferred Protected Property remains subject to the Conservation Easement whether explicitly or by operation of law.

In making this grant, Grantor has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of this Conservation Easement.

G-3. CONDEMNATION.

If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Conservation Easement, and all resulting direct or indirect damages. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section G-1 hereto. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Protected Property.

H. ENFORCEMENT AT DISCRETION OF HOLDER

Enforcement of the terms of this Conservation Easement shall be at Holder's sole discretion. Holder's failure or delay, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights, and Grantor hereby waives any defense of laches, prescription, or estoppel with regard to Holder's subsequent actions to enforce this Conservation Easement. Judicial action to enforce the terms of this grant may be brought only by the Holder, the Grantor, or the Attorney General, provided that the Attorney General shall exercise his/her rights only in strict compliance with 33 M.R.S. Section 478(1)(D) as it is now and may in the future be amended (or successor provisions thereof). Nothing in this Conservation Easement shall be construed to give the general public any right of enforcement or standing to bring an action to enforce this Conservation Easement.

I. RESOLUTION OF DISPUTES; MEDIATION

In the event Grantor and Holder are unable to resolve any dispute over the proper interpretation and enforcement of this Conservation Easement, the matter shall be submitted promptly to mediation. The party to

the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may be otherwise available to them, including the initiation of proceedings with a court of competent jurisdiction.

J. NOTICE OF TRANSFERS; TERMINATION OF RIGHTS AND OBLIGATIONS ON TRANSFER

Grantor agrees to notify Holder prior to transferring any of its interest in the Protected Property. A party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Easement, except that liability for acts or omissions occurring prior to transfer shall survive such transfer. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which the Grantor divests itself of any interest in all or a portion of the Protected Property, including, but not limited to, a security or leasehold interest.

Upon written request of Grantor and at Grantor's expense, Holder shall, within a reasonable time after such request, inspect the Protected Property and shall provide a Compliance/Estoppel Certificate that indicates the extent to which, to the best of Holder's knowledge, the Protected Property is in compliance with the terms of this Easement.

K. AMENDMENT AND DISCRETIONARY CONSENTS

Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Conservation Easement. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement set forth in Section III hereto, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse effect of expressly permitted actions under this Conservation Easement on the conservation values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the purposes of this Conservation Easement set forth in Section III hereto, or limit the term of or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S. Section 476 *et seq*., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof**.** Any amendment of this Conservation Easement shall be in writing, reviewed, approved and executed by Grantor and Holder, and recorded in the Piscataquis County Registry of Deeds.

L. SEVERABILITY OF TERMS

It is the parties' intention that this Easement comply with all federal and state laws, including, but not limited to, 12 M.R.S. Section 681 et seq (the Maine Land Use Regulation law) and all the Commission's rules and regulations, as they are now and may in the future be amended (or successor provisions thereof). If any term of

this Conservation Easement or the application of any such term to a particular person or circumstance does not comply with the above-described laws and regulations, the stricter provision or law shall govern.

If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. Failure to comply with the requirements of 33 M.R.S. § 477-A(1), (2)(A), or (3) shall not invalidate this Conservation Easement.

M. GOVERNED BY LAWS OF MAINE

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

N. COMPLIANCE WITH LAWS

Nothing in this Conservation Easement is intended to supersede, eliminate or otherwise change any obligation of the Grantor under any applicable law, including but not limited to the obligation to obtain any and all required regulatory approvals for activities permitted under this Conservation Easement's terms. Notwithstanding that Holder has executed this Conservation Easement, nothing herein may be construed as approval of, or as a substitute for approval or regulation of, any activities on the Protected Property under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body.

Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by the agreement of the parties, or by operation of law.

XII. GRANTOR'S CONVEYANCE OF CONSERVATION EASEMENT

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

IN WITNESS WHEREOF, Grantor, AMC Maine Woods, Inc., has caused this Conservation Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this ___ day of _____, 200_ .

GRANTOR:

AMC MAINE WOODS, INC.

By: _____
Andrew Falender
Its President

Signed, sealed and delivered in the presence of: _____

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY. , _____ ___, 200_

Personally appeared, the President and duly authorized representative of Grantor corporation, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said corporation.

Before me, _____
Notary Public

My commission expires:

(please print or type name of notary public)

XIII. HOLDER'S ACCEPTANCE OF CONSERVATION EASEMENT

Pursuant to 12 M.R.S. Section 1850(1), the Commissioner of the Department of Conservation hereby gives consent to acquisition by the STATE OF MAINE, Department of Conservation, of the above and foregoing Conservation Easement.

Executed this _____, day of _____, 200_

Signed, sealed and delivered:

HOLDER:

STATE OF MAINE
Department of Conservation

_____
By: Patrick K. McGowan,
Its Commissioner

State of Maine
County of _____ , _____, __ 200_

Personally appeared Patrick K. McGowan, Commissioner of the Department of Conservation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the fee act and deed of the STATE OF MAINE.

Before me, _____
Notary Public
My commission expires:

(Please type or print name of notary)

ATTACHMENTS

EXHIBIT A -

DESCRIPTION OF PROPERTY BURDENED BY
THE ROACHES POND TRACT CONSERVATION EASEMENT

EXHIBIT B -

MAP OF PROPERTY BURDENED BY
ROACHES POND TRACT CONSERVATION EASEMENT

EXHIBIT C -

THIRD-PARTY RIGHTS AND EASEMENTS KNOWN TO BE SUPERIOR TO
ROACHES POND TRACT CONSERVATION EASEMENT

EXHIBIT D -

STRUCTURES KNOWN TO EXIST ON THE ROACHES POND TRACT
CONSERVATION EASEMENT

EXHIBIT E –

ITS SNOWMOBILE TRAIL EASEMENT (LANGUAGE AND LOCATION)

EXHIBIT F –

PERMANENT ATV TRAIL EASEMENT (LANGUAGE AND LOCATION)

EXHIBIT A
DESCRIPTION OF PROPERTY BURDENED BY
THE ROACHES POND TRACT CONSERVATION EASEMENT

[*source: deed draft 2/5/09, based upon title commitment issued 12/1/09 (dated "Revised 11/7/08"), to be updated for precision if title review immediately prior to closing on purchase of lands indicates changes are required. The property burdened will be precisely the same as the property that is actually conveyed from Plum Creek to AMC.]*

Certain lots or parcels of land located in Bowdoin College East Township, Township A Range 12 WELS, also known as Shawtown, and Township 1 Range 12 WELS, County of Piscataquis and State of Maine, shown on Exhibit A-1 attached hereto as Roach Ponds Acquisition and further described as follows:

PARCEL ONE:

A certain lot or parcel of land located in Bowdoin College East, Piscataquis County, Maine, described in deed from S.D. Warren Company to SDW Timber II, L.L.C. dated November 5, 1998 and recorded in the Piscataquis County Registry of Deeds in Book 1164, Page 266, more particularly bounded and described as follows:

Tract 1

A certain tract or parcel of land situated in the Northeast part of Township No. 7, Range 10, N.W.P. (East Bowdoin College Grant) beginning at a cedar post set at the Northeast Corner of said Township; thence Westerly on the South line of Township A, Range 12 to a cedar post set by the Commissioners when they divided said Township No. 7, Range 10, in 1905; thence Southerly on the east line of land owned by the Hinkly and Egerly heirs to a spruce post set on the height of land on the White Cap Range of mountains; thence Easterly following on, and near the height of land of said range of mountains as follows: North 66º 30' East 36 rods; thence South 83º East 38 rods; thence North 62º East 32 rods; thence North 90º East, 16 rods; thence South 75º East 25 rods; thence South 60º East 29 rods; thence South 73º East 198 rods; thence North 78º East 316 rods; thence South 38º East 35 rods; thence South 89º East 94 rods; thence North 81º East 79 rods; thence North 57º 30' East 40 rods; thence South 83º 30' East 22 rods; thence North 79º East 118 rods; thence South 30º East 27 rods and 10 links; thence South 64º 30' East 28 rods; thence South 47º 30' East 63 rods and 10 links; thence South 86º East 16 rods; thence North 68º 30' East 87 rods; thence South 85º East 20 rods; thence North 67º 30' East 41 rods; thence South 71º East 12 rods to a fir post set on the west line of Big B. Township; thence Northerly on said West line of Big B. Township to the point of beginning. Containing 3,196 acres, more or less.

EXCEPTING FROM PARCEL ONE that portion situated in Township 7, Range 10 N.W.P. also known as Bowdoin College Grant East, Piscataquis County, Maine, designated as Tract 104-05, Appalachian National Scenic Trail, conveyed by S.D. Warren Company to United States of America by deed dated September 21, 1988 and recorded in Book 696, Page 31, described as follows:

Tract 104-05

All that certain tract or parcel of land lying and being situated in said Township 7, Range 10, N.W.P. (Bowdoin College Grant East), Piscataquis County, State of Maine, and being more particularly described as follows:

Beginning at a spruce post marking a corner common to lands, now or formerly, of Diamond International Corporation and S.D. Warren Company, being a point on the property line of lands, now or formerly, of St. Regis Paper Company, said spruce post being on a height of land of the White Cap Range of mountains; thence, with the property line of said St. Regis Paper Company, North 05º 45' East, 580 feet to another point on the property line of said St. Regis Paper Company; thence, severing the lands of S.D. Warren Company, the following six bearings and distances:

North 66º 30' East, 888 feet;
South 87º 30' East, 2,821 feet;
South 73º East, 2,548 feet;
North 76º 29' East, 4,731 feet;
North 85º 51' East, 6,035 feet; and
South 61º 04' East, 3,661 feet to another corner common to said Diamond International Corporation and S.D. Warren Company, said corner being on, or near, a height of land of said White Cap Range; thence, with the property line of said Diamond International Corporation, on, or near, the height of land of said White Cap Range, the following nineteen bearings and distances:

South 68º 30' West, 1,435.5 feet;
North 86º West, 264 feet;
North 47º 30' West, 1,046 feet;
North 64º 30' West, 462 feet;
North 30º West, 452 feet;
South 79º West, 1,947 feet;
North 83º 30' West, 363 feet;
South 57º 30' West, 660 feet;
South 81º West, 1,303.5 feet;
North 89º West, 1,551 feet;
North 38º West, 544.5 feet;
South 78º West, 5,214 feet;
North 73º West, 3,267 feet;
North 60º West, 478.5 feet;
North 75º West, 412.5 feet;
Due West, 264 feet;
South 62º West, 528 feet;
North 83º West, 627 feet; and,
South 66º 30' West, 594 feet to the point of beginning.

Containing 471.36 acres, more or less.

PARCEL TWO:

Certain lots or parcels of land located in TA R12 W.E.L.S. also known as Shawtown Township, in Piscataquis County, Maine, more particularly bounded and described as follows:

Tract 1

All of Township A in Range 12, WELS (Shawtown), Piscataquis County, Maine, including the public lots described in Tracts 2 and 3 below conveyed by State of Maine to Scott Paper Company by deed dated May 7, 1985 and recorded in the Piscataquis County Registry of Deeds in Book 591, Page 221, and the boat hand launch parcel described in Parcel Three:

Tract 2

North Half: Public lots consisting of two hundred and forty (240) acres, more or less, in Shawtown (Township A, Range 12, WELS) bounded and described as follows:

a. Minister Lot—Beginning at a cedar tree standing in the south line of the north half of said township as surveyed by Hiram Rockwood in 1831; thence North 14º 45' East 155 ½ rods to a stake; thence North 75º 15' West 164 rods and seven links to a stake in the west line of Lot #19; thence South 15º 00' West 155 ½ rods to a stake in the southwest corner of Lot #19 marked number nineteen and twenty; thence South 75º 15' East on the south line of said half of township 165 rods to the place of beginning, containing 160 acres, more or less.

b. Southerly portion of the Ministry and School Lots—Beginning at a spruce marked P.L standing on the west line of Lot #20 being the southwest corner of the School Lot; thence North 15º 00' East 8.5 chains along the west line of Lot #20 to a point at the northwest corner of the parcel herein conveyed; thence South 75º East 80 chains to a point on the east line of Lot #19 being the northeast corner of the parcel herein conveyed; thence south 14º 45' east 11.5 chains on the east line of Lot #19 to a small beech tree marked Public Lot, being the southeast corner of the Ministry Lot; thence North 75º West 49 chains to a beech tree marked Public Lot standing on the west line of Lot #19, being the southwest corner of the Ministry Lot; thence North 15º East 3 chains on the west line of Lot #19 to a stake marked Public Lot; thence North 75º West 40 chains to the place of beginning, containing 80 acres, more or less.

Tract 3

South Half: Public lots consisting of two hundred and forty (240) acres, more or less, in Shawtown (Township A, Range 12 WELS) bounded and described as follows:

a. Minister Lot—Beginning at a cedar tree on the north line of the south half of said Township marked #PL; thence South 13º West one hundred sixty rods to a spruce marked #PL; thence South 77º East one hundred sixty rods to a spruce tree marked #PL; thence North 13º East one hundred sixty rods to a spruce tree marked #PL on said north line of said south half; thence North 77º West one hundred sixty rods on said line to first mentioned tree, containing 160 acres, more or less.

b. West half of the Ministry Lot—Beginning at a spruce tree at the southeast corner of the Minister Lot; thence running South 77º East 80 rods to a point a the southeast corner of the parcel herein conveyed; thence North 13º East one hundred sixty rods to a point on the north line of the south half of said township; thence North 77º West on said north line eighty rods to a spruce tree at the northeast corner of the Minister Lot; thence South 13º West on the east line of the Minister Lot one hundred sixty rods to the point of beginning, containing 80 acres, more or less.

PARCEL THREE:

A certain lot or parcel of land situated in TA R12 WELS also known as Shawtown, Piscataquis County, State of Maine, described in deed from Plum Creek Land Company to Plum Creek Timberlands, L.L.C. dated November 17, 2003 and recorded in the Piscataquis County Registry of Deeds in Book 1516, Page 191, being bounded and described as follows, to wit:

Beginning at a capped iron rebar set in the ground along the southerly edge of an existing boat hand launch, said capped iron rebar being about seven feet more or less from the normal high water level of Third Roach Pond and about 15 feet more or less southeast from the northwest corner of Lot #1 on a survey of Scott Paper Company Third Roach Pond Lease Area "A";

Thence along land to be retained by Plum Creek Land Company N 58º 35'28" E a distance of 55.35 feet to a capped iron rebar set in the ground;

Thence along land to be retained by Plum Creek Land Company N 20º 54'49" W a distance of 10.96 feet to a point;

Thence along land of Plum Creek Maine Timberlands, LLC S 62º 01'24" W a distance of 60.96 feet to a point;

Thence along land of Plum Creek Maine Timberlands, LLC S 60º 01'24" W a distance of 9 feet more or less to the normal high water level of Third Roach Pond;

Thence along the normal high water level of Third Roach Pond in a southeasterly direction to a point said point being S 58º 35'28" W a distance of seven feet from a capped iron rebar set in the ground;

Thence N 58º 35'28" E a distance of seven feet to a capped iron rebar set in the ground at the point of beginning. A tie line from the last mentioned point being N 62º 01'24" E from the

normal high water level of Third Roach Pond to the capped iron rebar at the point of beginning being S 45º 04'06" E a distance of 14.85 feet.

Reference to a plan entitled "Parcels of Land to be Conveyed by Plum Creek Land Company" as surveyed by Pickett Land Survey, Inc. dated June 4, 2003. Bearings have been rotated to an observed magnetic north 2003. All capped iron rebar set in the ground are 5/8 inch in diameter and have a red plastic cap scribed "James E Moore PLS 2281".

PARCEL FOUR:

A certain lot or parcel of land situated in Piscataquis County and State of Maine described in deed from Joseph S. Bradstreet to Hollingsworth & Whitney Company dated August 4, 1909 and recorded in the Piscataquis County Registry of Deeds in Book 166, Page 218, and being the south third of Township Number One (1) Range Twelve (12) W.E.L.S.

Excepting that portion of the above-described premises consisting of the dam at the outlet of Second Roach Pond located in T1 R12 WELS, together with the land under said dam and flowage rights described in deed from Joseph S. Bradstreet et al. to Roach River Dam Company dated April 17, 1905 and recorded in the Piscataquis County Registry of Deeds in Book 153, Page 11.

EXCEPTING FROM THE PARCELS TWO AND FOUR the land and rights of way conveyed in the following instruments recorded in the Piscataquis County Registry of Deeds, the general location of each parcel being identified on **Exhibit A-1** attached hereto by the corresponding number below, but not excepting those rights and easements, if any, located over the land described in the deeds identified below which were reserved by the Grantor and benefit the property herein conveyed.

1. Land comprising the Sampson lot (identified as #1A on Exhibit B) and Sherburne lot (identified as #1B on Exhibit B), and later described in instrument recorded in Book 1533, Page 200 located on Third Roach Pond in TA R12 WELS (Shawtown); Dr. Rounds lot (identified as #1C on Exhibit B), being 22 acres more or less, located on said Third Roach Pond and its related garage lot, later described in instrument recorded in Book 1440, Page 117; the Stirling lot (identified as #1D on Exhibit B) located on West Branch Pond; together with the appurtenant rights of way as described in deeds from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated December 4, 2000, dated November 17, 2003 and October 18, 2004 and recorded in Book 1291, Page 56, Book 1516, Page 186 and Book 1604, Page 133 .

2. Land comprising the Pernice lot (identified as #2 on Exhibit B) located in TA R12 WELS (Shawtown) and its appurtenant right of way described in deed from Scott Paper Company to Charles Pernice, D.O. dated March 12, 1975 and recorded in Book 427, Page 122.

3. Lands comprising the McCrillis lot (identified as #3 on Exhibit B) located in TA R12 WELS (Shawtown) described in deed from Hollingsworth & Whitney Company to Margaret Locke et al dated August 17, 1923 and recorded in Book 217, Page 328 (containing 5,504 acres more or less) and in deed from State of Maine to McCrillis Timberlands, Inc. dated July 31, 1985 and recorded in Book 593, Page 199 conveying the School House Lot (160 acres) and easterly ½ of the Ministry lot (80 acres).

4. Lands comprising the Leroy lot (identified as # 4 on Exhibit B) depicted as Areas "A" and "B" on plan recorded in Plan File No. N, Page 58 and an additional parcel of land containing 30.78 acres, more or less, located in TA R12 WELS and T1 R12 WELS, together with the appurtenant rights of way, described in deed from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated December 4, 2000 and recorded in Book 1291, Page 70 as corrected by deed dated April 9, 2003 and recorded in Book 1457, Page 283, deed from Plum Creek Land Company to Frank L. Leroy et al dated August 18, 2003 and recorded in Book 1496, Page 209 and deed from Plum Creek Maine Timberlands, L.L.C to Frank L. Leroy et al dated July 26, 2006 and recorded in Book 1766, Page 296.

5. Land comprising Lots 1 through 8 (identified as #5 on Exhibit B) located on Penobscot Pond in T1 R12 WELS and the appurtenant rights of way described in deed from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 23, 1999 and recorded in Book 1205, Page 229, as corrected by deed dated June 21, 2000 and recorded in Book 1266, Page 71.

6. Three parcels of land known as the Ministry lot, School lot and Minister lot (identified as #6 on Exhibit B), each lot containing 107 acres, located in the southern one-third of T1 R12 WELS described in deed from Scott Paper Company to State of Maine dated March 21, 1978 and recorded in Book 467, Page 204.

7. Northerly portions of the Ministry and School lots (identified as #7 on Exhibit B), located on the southerly shore of Second Roach Pond in the north half of TA R12 WELS described in deed from Scott Paper Company to State of Maine dated March 21, 1978 and recorded in Book 467, Page 204.

Being a portion of the premises conveyed to Plum Creek Maine Timberlands, L.L.C., formerly known as SDW Timber II, L.L.C. by deeds dated November 5, 1998 and recorded in the Piscataquis County Registry of Deeds in Book 1164, Page 266, dated November 5, 1998 recorded in said Registry of Deeds in Book 1165, Page 17, dated November 17, 2003 and recorded in Book 1516, Page 191, dated November 5, 1998 and recorded in Book 1165, Page 48. By instrument recorded in Book 1223, Page 162, SDW Timber II, L.L.C. changed its name to Plum Creek Maine Timberlands, L.L.C.

EXHIBIT B
MAP OF PROPERTY BURDENED BY
ROACHES POND TRACT CONSERVATION EASEMENT

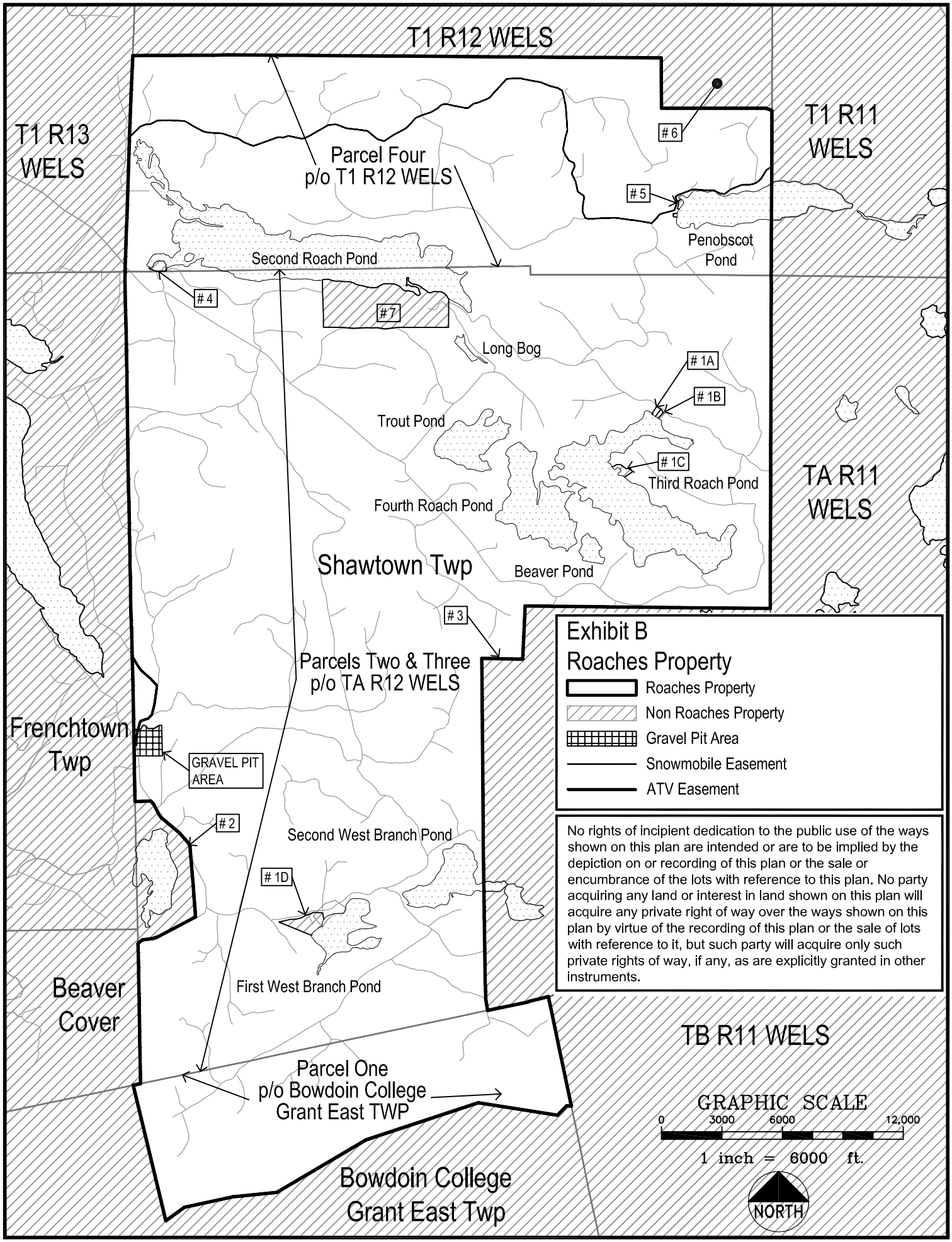

T1 R12 WELS
T1 R13 WELS
T1 R11 WELS
TA R11 WELS
TB R11 WELS
Parcel Four
p/o T1 R12 WELS
Second Roach Pond
Penobscot Pond
Long Bog
Trout Pond
Third Roach Pond
Fourth Roach Pond
Beaver Pond
Shawtown Twp
Parcels Two & Three
p/o TA R12 WELS
Frenchtown Twp
GRAVEL PIT AREA
Second West Branch Pond
First West Branch Pond
Beaver Cover
Parcel One
p/o Bowdoin College
Grant East TWP
Bowdoin College
Grant East Twp
1A
1B
1C
1D
2
3
4
5
6
7
Exhibit B
Roaches Property
Roaches Property
Non Roaches Property
Gravel Pit Area
Snowmobile Easement
ATV Easement
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.
GRAPHIC SCALE
0
3000
6000
12,000
1 inch = 6000 ft.
NORTH

EXHIBIT C
THIRD-PARTY RIGHTS AND EASEMENTS KNOWN TO BE SUPERIOR TO ROACHES POND TRACT CONSERVATION EASEMENT

[*source: title commitment Revised 6/23/09, to be updated if title review immediately prior to closing on purchase of lands indicate changes are required. Of necessity, the conservation easement will not burden or restrict the owners of interests who obtained their interests prior to AMC acquiring ownership of the Property.]*

The Property that is burdened by this Conservation Easement does not include the following, which property interests were conveyed to third parties prior to conveyance of the Property to Grantor of this Conservation Easement:

- that parcel consisting of the dam at the outlet of Second Roach Pond located in T1 R12 WELS, together with the land under said dam and flowage rights described in deed from Joseph S. Bradstreet et al. to Roach River Dam Company dated April 17, 1905 and recorded in the Piscataquis County Registry of Deeds in Book 153, Page 11.

- the land and rights of way conveyed in the following instruments recorded in the Piscataquis County Registry of Deeds, the general location of each parcel being identified on **Exhibit B** attached hereto by the corresponding number below, but not excepting those rights and easements, if any, located over the land described in the deeds identified below which were reserved by the Grantor of said deeds and benefit the property herein conveyed:

1. Land comprising the Sampson lot (identified as #1A on Exhibit B) and Sherburne lot (identified as #1B on Exhibit B), and later described in instrument recorded in Book 1533, Page 200 located on Third Roach Pond in TA R12 WELS (Shawtown); Dr. Rounds lot (identified as #1C on Exhibit B), being 22 acres more or less, located on said Third Roach Pond and its related garage lot, later described in instrument recorded in Book 1440, Page 117; the Stirling lot (identified as #1D on Exhibit B) located on West Branch Pond; together with the appurtenant rights of way as described in deeds from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated December 4, 2000, dated November 17, 2003 and October 18, 2004 and recorded in Book 1291, Page 56, Book 1516, Page 186 and Book 1604, Page 133 .

2. Land comprising the Pernice lot (identified as #2 on Exhibit B) located in TA R12 WELS (Shawtown) and its appurtenant right of way described in deed from Scott Paper Company to Charles Pernice, D.O. dated March 12, 1975 and recorded in Book 427, Page 122.

3. Lands comprising the McCrillis lot (identified as #3 on Exhibit B) located in TA R12 WELS (Shawtown) described in deed from Hollingsworth & Whitney Company to Margaret Locke et al dated August 17, 1923 and recorded in Book 217, Page 328 (containing 5,504 acres more or less) and in deed from State of Maine to McCrillis

Timberlands, Inc. dated July 31, 1985 and recorded in Book 593, Page 199 conveying the School House Lot (160 acres) and easterly ½ of the Ministry lot (80 acres).

4. Lands comprising the Leroy lot (identified as # 4 on Exhibit B) depicted as Areas "A" and "B" on plan recorded in Plan File No. N, Page 58 and an additional parcel of land containing 30.78 acres, more or less, located in TA R12 WELS and T1 R12 WELS, together with the appurtenant rights of way, described in deed from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated December 4, 2000 and recorded in Book 1291, Page 70 as corrected by deed dated April 9, 2003 and recorded in Book 1457, Page 283, deed from Plum Creek Land Company to Frank L. Leroy et al dated August 18, 2003 and recorded in Book 1496, Page 209 and deed from Plum Creek Maine Timberlands, L.L.C to Frank L. Leroy et al dated July 26, 2006 and recorded in Book 1766, Page 296.

5. Land comprising Lots 1 through 8 (identified as #5 on Exhibit B) located on Penobscot Pond in T1 R12 WELS and the appurtenant rights of way described in deed from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated June 23, 1999 and recorded in Book 1205, Page 229, as corrected by deed dated June 21, 2000 and recorded in Book 1266, Page 71.

6. Three parcels of land known as the Ministry lot, School lot and Minister lot (identified as #6 on Exhibit B), each lot containing 107 acres, located in the southern one-third of T1 R12 WELS described in deed from Scott Paper Company to State of Maine dated March 21, 1978 and recorded in Book 467, Page 204.

7. Northerly portions of the Ministry and School lots (identified as #7 on Exhibit B), each lot containing 80 acres, located on the southwest shore of Second Roach Pond in the north half of TA R12 WELS described in deed from Scott Paper Company to State of Maine dated March 21, 1978 and recorded in Book 467, Page 204.

- the rights of way conveyed in the following seven instruments recorded in the Piscataquis County Registry of Deeds over that portion of roadway commonly known as Lower Shaw Mountain Road, as it loops through the westerly side of Shawtown, as shown on Exhibit "A" attached to each cited deed:

  - Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to James L. Dean III and Judith A. Dean, recorded in said Registry in Book ___, Page ___.

  - Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Nadine L. Weiger and Wendy A. Weiger, MD, PhD, recorded in said Registry in Book ___, Page ___.

  - Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Harold E. Brakewood and Kelly S. McKinney-Brakewood, recorded in said Registry in Book ___, Page ___.

- Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Pasena Maroun, recorded in said Registry in Book ___, Page ___.

- Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Priscilla B. Glenn, recorded in said Registry in Book ___, Page ___.

- Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Fox Properties, L.L.C., recorded in said Registry in Book ___, Page ___.

- Easement dated June 16, 2009 by Plum Creek Maine Timberlands, LLC to Tim A. Daigle, recorded in said Registry in Book ___, Page ___.

➢ the rights of the State of Maine for the purchase of non-exclusive road access easement in T1 R12 WELS initially conveyed in the Option Agreement dated February 5, 1999 between Plum Creek Maine Timberlands, LLC and the State of Maine, recorded in said Registry in Book 1178, Page 33, as same has been amended by Agreement Regarding Option, dated January 15, 2009, which is unrecorded, and which rights shall be renewed and reinstated in the Option Agreement dated _____ __, 2009 between AMC Maine Woods, Inc. and the State of Maine, recorded in said Registry in Book ___, Page __.

EXHIBIT D
STRUCTURES KNOWN TO EXIST ON THE ROACHES POND TRACT
CONSERVATION EASEMENT

With the exception of logging access roads and an active gravel pit, the Protected Property is currently undeveloped. The only structures on the Protected Property include 14 bridges, the roads, and an unknown number of boundary markers. While not part of the Protected Property, two private sporting camps and five private lots (some of which include private camps and at least two non-functioning dams) are present within the perimeter boundary of the Protected Property but are not subject to this Conservation Easement.

The 14 bridges on the Protected Property are in the following locations:

BRIDGE STRUCTURES IN THE ROACHES

BRIDGE #	CO-ORDINATES	
	X	Y
T1R12 PENOBSCOT POND		
1	474705	5060073
2	480662	5060712
3	484160	5059393
4	482491	5058320
SHAWTOWN		
1	474711	5057608
2	479389	5054030
3	483379	5053077
4	476276	5055972
5	474738	5052759
6	474617	5050914
7	478624	5048277
8	477785	5046845
9	477642	5046608
10	479411	5049288
BOWDOIN COLLEGE GRANT EAST		
None		

Known location of logging access roads and the above-described bridges are depicted below.

There is no quantifiable information on the location or number of boundary markers present on the Protected Property.

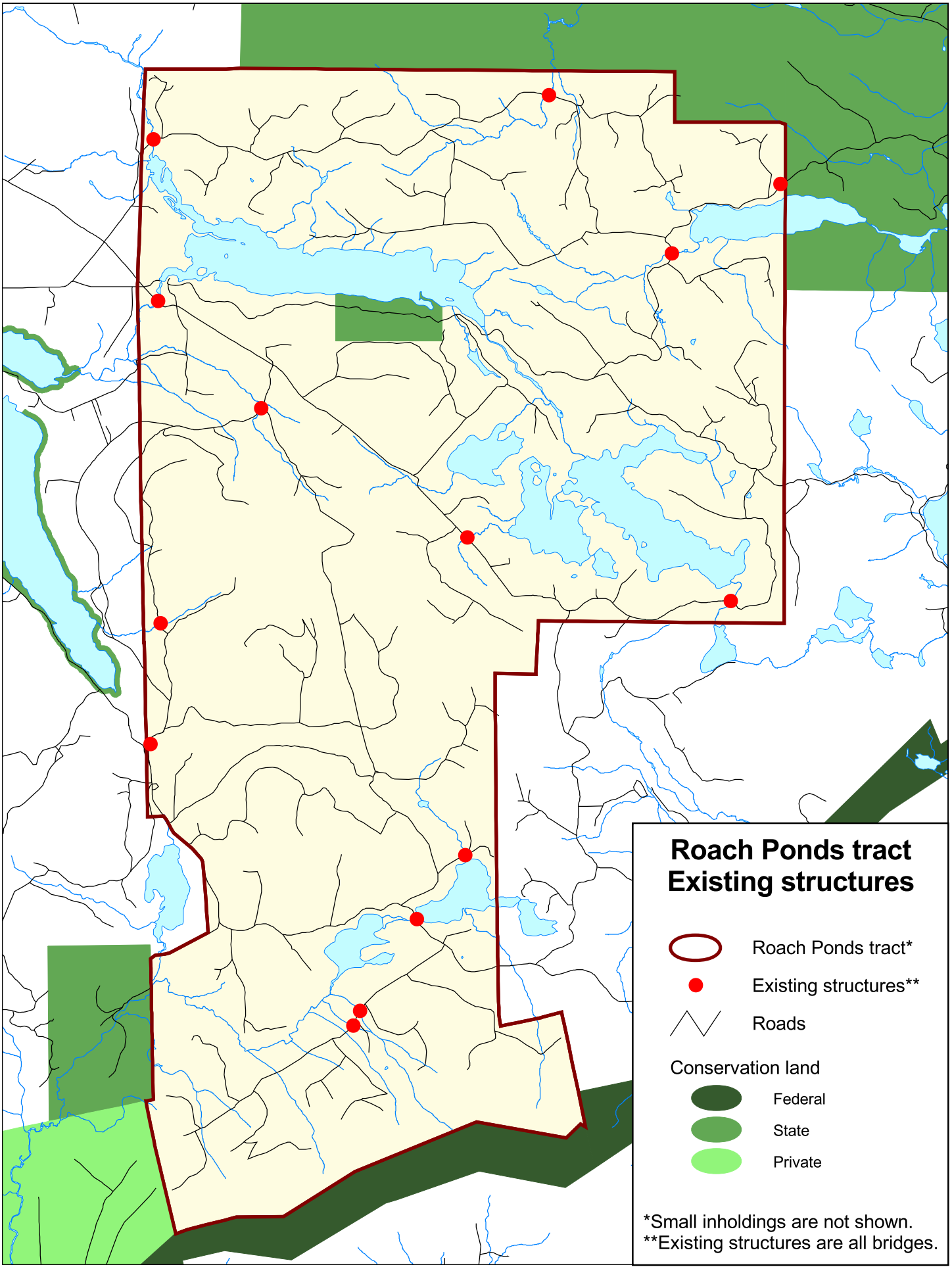

Roach Ponds tract
Existing structures
Roach Ponds tract*
Existing structures**
Roads
Conservation land
Federal
State
Private
*Small inholdings are not shown.
**Existing structures are all bridges.

EXHIBIT E
ITS SNOWMOBILE TRAIL EASEMENT (LANGUAGE AND LOCATION)

FILED FOR RECORD AT THE REQUEST OF:
AMC MAINE WOODS INC
c/o Sarah A. McDaniel
Murray Plumb & Murray
PO Box 9785
Portland ME 04104-5085

SNOWMOBILE TRAIL EASEMENT

THIS SNOWMOBILE TRAIL EASEMENT (the "**Snowmobile Easement**") is made as of _____ __, 20__, by and between **AMC MAINE WOODS, INC., a nonprofit corporation organized under the laws of the State of Maine, whose address is 5 Joy Street, Boston, Massachusetts 02108**, (hereinafter referred to as the "**Grantor**," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) and **THE STATE OF MAINE**, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022, hereinafter called "**Grantee**" which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns).

Subject to the terms of this Snowmobile Easement, Grantor grants to Grantee with QUITCLAIM COVENANT, in perpetuity, an easement for reconstruction, public use, and maintenance of a Snowmobile trail (hereinafter, the "**Trail**"), said easement being twenty (20) feet in width, and lying ten feet on each side of the center line as currently existing on the ground and as described in **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches) (the "**Easement Area**"). The location of the Trail is generally depicted in **Exhibit B**, attached hereto and made a part hereof.

The purpose of this Snowmobile Easement is to allow the Grantee, at its option, to maintain and repair, and to allow the public to utilize in perpetuity, the Trail for a recreational Snowmobile trail as part of the Maine Interconnected Trail System ("**ITS Trail**"). Allowed uses shall include snowmobiling and activities related thereto, including without limitation grooming and trail maintenance. It is the intent of this Snowmobile Easement that the current Trail location shown on Exhibit B is not permanently fixed but that the parties will agree upon a permanently fixed location within ten (10) years of the date upon which this Snowmobile Easement is recorded, and in the event that such location is established, the parties will sign an amendment to this Snowmobile Easement memorializing the permanent location and thereafter the Trail location will remain essentially fixed except in those cases set forth below. Until such time as an agreement may be reached and this Snowmobile Easement is thereafter amended in a writing signed by both parties and recorded, this Snowmobile Easement applies in perpetuity to the property described on Exhibit A and generally depicted on Exhibit B. Nothing herein shall be

construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A and generally depicted on Exhibit B. The following are guidelines for considering new proposed locations for the Trail: the location (i) is within the greater Moosehead Lake Region; (b) is consistent with public safety goals, laws, rules and regulations, protection of critical habitat and environmentally sensitive areas, Grantor's Forest Management Activities and Grantor's other reserved uses, (c) provides continuity with trails on adjacent properties and properties of Grantor, (d) is in areas which are recreationally valuable or provide continuity to those that are, (e) is in areas that allow for construction and maintenance at reasonable cost and (f) has the approval of all required third parties.

This grant is made subject to the following provisions:

1. Public Snowmobile Easement.

A. Use. Subject to the rights and obligations of the parties herein, this Easement creates a perpetual public right, to be held by the Grantee for the public's benefit, to enter upon and make use of the Trail for uses described above, and Grantee or its designee, at its option, but without obligation to do so, shall have the perpetual right to enter upon the Trail to perform trail maintenance, repair, reconstruction and relocation, and such other uses consistent herewith. It is the intent of the parties that the Trail will be supervised, maintained and repaired by the local, regional and state-wide Snowmobile clubs, not Grantor or Grantee.

B. Condition of the Easement Area. Grantee accepts the Easement Area in "AS IS" and "WHERE IS" condition, without warranties, and with all faults including but not limited to latent and patent defects. Grantee waives all warranties, express or implied regarding the condition and use of the Easement Area. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (i) any state of facts which an accurate survey or physical inspection or soil testing of the Easement Area might show; (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee acknowledges that portions of the Easement Area may now be or in the future may become subject to other easements, including conservation easements granted to third party users. Grantee shall use commercially diligent efforts to not disturb any irrigation lines, utilities or other facilities, if any, located on the Easement Area. There shall not be any interruptions to a conservation easement holder's or Grantor's access to the Property.

C. Trail Location, Cutting and Maintenance. The location of the Trail is described and depicted on Exhibit A and Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Snowmobile Easement shall include those rights reasonably necessary for or incident to the maintenance, relocation, reconstruction and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Use and maintenance of the Trail shall be subject to reasonable Rules and Regulations from time to time adopted pursuant to **Section 1(D),** below. The Trail shall be generally left in an unimproved state (other than the construction of the actual trail bed and travel

surface, and any bridges, culverts, and other improvements related thereto), and in no event shall any Trail be paved by Grantee with any asphalt, concrete, impervious recycled material, or other impervious surface.

D. Rules and Regulations Concerning Public Use and Maintenance. The right of the public to use the Trail and the rights of Grantee as to trail oversight, reconstruction, maintenance and repair are subject to the reserved right of Grantor, following meaningful opportunity to comment by Grantee (except in the case of an emergency), to establish and modify from time to time, reasonable rules and regulations (the "Rules and Regulations"). Such Rules and Regulations may be for the conservation and protection of the Trail, including its continuity with trails on adjacent property, and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's Forest Management Activities and other reserved uses hereunder. Such rules will not unreasonably interfere with the continuity of and Grantee's use of the Trail. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, use by the public, use by domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation. This Snowmobile Easement does not permit the following uses by Grantee or the public within the Easement Area: motorized vehicles other than Snowmobiles (and, in the sole discretion of Grantor All Terrain Vehicles ("ATVs")), camping and open fires. Notwithstanding the foregoing, motorized activities including ATVs are permitted for trail construction, maintenance and search and rescue activities.

E. Construction and Use Standards. All construction, reconstruction, maintenance and repair work to the Easement Area shall be known herein collectively as the "**Work.**" Grantee shall be responsible for obtaining all permits for the Work and permitted uses of Trail from all federal, state or local authorities with jurisdiction over Trail or any part thereof. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other reasonable standards as Grantor may from time-to-time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld. Grantee will obtain and deliver to Grantor copies of any and all certificates and permits of satisfactory completion and/or acceptance relative to the Work. Grantee agrees to secure the Easement Area in a safe condition, including, if necessary, the installation of a temporary fence. Grantee will cause all Work to be designed in a professional manner and will follow all reasonable and prudent fire safety standards. Once any Work is commenced, Grantee shall thereafter use good faith and diligent efforts to complete the Work in a timely manner in accordance with a written construction schedule. All Work shall be performed in a professional manner using good workmanship and new, quality materials in accordance with Grantor approved plans and specifications and in accordance with any and all laws.

F. Construction Notice and Timing. Grantee shall regularly and consistently coordinate with Grantor regarding the status of the Work performed under this Agreement. At least thirty (30) days before Grantee or its agents performs any Work, except routine Trail

maintenance, on or within the Easement Area, Grantee shall provide Grantor with written notice. No Work may be performed when the soils or conditions are inappropriate for such Work. Notwithstanding the above, emergency repairs may be performed without prior notice to Grantor and at any time, so long as the party making such emergency repairs uses diligent and good faith efforts to contact Grantor as soon as possible. Grantee will provide Grantor with a schedule of its significant construction activities.

G. Restoration Following Work. Upon completion of any Work, Grantee, at its sole cost and expense, shall clean-up and remove all debris and waste and restore to the extent practicable any property disturbed by the Work to its previous aesthetic condition and/or to a different aesthetic condition acceptable to Grantor (which acceptance shall not be unreasonably withheld) (the "**Restoration Work**"), so long as Grantor's request for restoration to a different aesthetic condition would not result in increased cost to Grantee as compared to restoration to the Property's previous aesthetic condition. Grantee's failure to restore Grantor's Property in accordance with this **Section 1(G)**, following written notice to Grantee and a sixty (60) day opportunity for Grantee to cure the deficiency (unless imminent harm to persons or Property or violation of state or federal law exists in which case no notice or opportunity to cure is required), shall be a breach within the meaning of **Section 6**, below, entitling Grantor to exercise the rights and remedies available to it therein.

H. Liens. Grantee shall use good faith efforts to keep the Easement Area free from any mechanics or materialmens' liens arising out of any Work performed, materials furnished or obligations incurred by or for Grantee (collectively, a "**Lien**") and shall promptly discharge or post adequate bond to cover any such liens that are asserted. If Grantor becomes aware of any such lien, it shall notify Grantee in writing for the purpose of providing Grantee seven (7) days notice to discharge or post adequate bond to cover such lien, before exercising remedies available to Grantor under **Section 6**, below.

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

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

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Snowmobile Easement other than those specific grants and covenants made to Grantee in this Snowmobile Easement. Grantor specifically reserves, without limitation, the right on and adjacent to the Snowmobile Easement to engage in Forest Management Activities. This Snowmobile Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other aesthetic limitation on its Forest Management Activities and other land uses permitted hereunder. Grantee recognizes

the interest and intent of the Grantor to engage in Forest Management Activities on and adjacent to the Snowmobile Easement and accordingly has recommended the location of the Trail to areas that minimize the impacts on commercial forestry activities. In the event that any future statute, regulation, or rule expands or enhances the public use of the Trails, contrary to or inconsistent with the terms and provisions of this Easement, the enactment of such law, regulation, or rule shall be deemed a material breach without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for breach provided in **Section 6,** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close all or portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its reasonable discretion necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, to comply with state or federal laws or regulations, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate Forest Management Activities and other reserved uses of Grantor; provided that if Grantor actually closes the Trail or expects to close the Trail for a period of thirty (30) days or more for any reason other than (a) inadequate maintenance of the Trail, (b) repeated violations of the Rules and Regulations or (c) violations of state or federal laws or regulations (together "**Bad Act Terminations**"), Grantor shall designate and make available an alternate and qualitatively similar Trail segment so that the connectivity of the Trail with the ITS Trail is not interrupted. If Grantor closes the Trail or any portion thereof or any reason other than Bad Act Termination as provided for herein, Grantor shall be solely responsible for the costs and expense, including incidental costs of Grantee such as reprinting of maps and brochures, of such relocation. In the event of a temporary relocation, at Grantee's request, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Snowmobile Easement, for the areas to which the Trail has been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Snowmobile Easement revising the description and depiction of the Trail set forth in Exhibit A to reflect the relocated areas. Any such permanent relocation of the Trail shall conform with then-current statewide practices and laws for design and construction of a recreational Snowmobile trail.

C. Nonexclusivity. This Easement grants the Grantee and the public a non-exclusive right to use the Trails for purposes described above. This Snowmobile Easement shall not prohibit Grantor from granting other licenses or permissions to use the Easement Area. No such license or permission may materially interfere with the rights granted herein. Nothing in this Snowmobile Easement shall be construed as granting an exclusive right to carry on any activity within the Easement Area. Other than as set forth in this Snowmobile Easement, no permanent, expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, Grantor may grant permanent or temporary easement rights across the Snowmobile Easement to third parties for ingress, egress and utilities for all lawful purposes, provided that such rights are subject to this Easement and do not materially interfere with the exercise of the rights granted herein. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from

time to time on or across the Snowmobile Easement and the adjacent property of the Grantor, and easements, rights of way, mortgages or other interests may be granted to others in connection therewith, without the consent of Grantee provided that (a) such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, (b) such roads, utilities, facilities, and/or buildings crossing or located on the Snowmobile Easement shall be located in a manner to minimize their impact on the intended use of the Snowmobile Easement as a recreational trail and (c) such easements, rights of way, mortgages or other interests shall be subordinate to and not impede the rights granted by this Snowmobile Easement. Any such impact that results in a closure or relocation of the trail shall be governed by **Section 2(B)**, immediately above.

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

3. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trails without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This prohibition shall not restrict Grantee from assessing fees of general application to the public. In the event the liability protections afforded to Grantor pursuant to **Section 4,** immediately below, are diminished or reduced, Grantor reserves the right to assess a fee for use to public users of the Trails to recover the actual costs of insurance necessary to restore liability protection to that which existed at the time of execution of this Easement.

4. Immunities. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, *et seq*. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act (14 M.R.S.A. § 8101, *et seq.* as amended from time to time), and under any other applicable provision of law and equity.

5. Insurance.

A. Self-Insurance. Grantee agrees to include the Snowmobile Easement, and the rights granted hereunder, with the other lands and activities covered under the Grantee's self-insurance and risk management programs, to the limits prescribed by law.

B. Liability Insurance. To the extent allowed by law, Grantee covenants and agrees at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Easement for the mutual benefit of Grantor and Grantee, a liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Snowmobile Easement or any part or parts whereof. Such insurance shall name Grantor as an

additional insured and shall be consistent with the terms, standards and practices used for other ITS Snowmobile trails located on private land in Maine.

C. Contractor Insurance. Unless Grantor has granted a written waiver pursuant to **Section 5(C)(v),** below, Grantee agrees to require its contractor(s) or agents performing any Work on the Trail to obtain, and thereafter maintain so long as such Work is occurring, at least the following minimum insurance coverage with an endorsement with the following statement: "This policy constitutes Primary Coverage for all insureds in the event of any occurrence, claim, or suit:

i. Worker's Compensation Insurance.

ii. Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

1. $2,000,000 – General Aggregate;
2. $2,000,000 – Products – Comp/OPS Aggregate;
3. $1,000,000 – Personal and Advertising Injury;
4. $1,000,000 – Each Occurrence;
5. $300,000 – Fire Damage (any one fire); and
6. $10,000 – Medical Expense (any one person).

iii. Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident.

iv. The parties agree that Grantor may from time to time amend the limits described in **Section 5(C)(ii) and (iii),** immediately above, to reflect changes in the cost of living, inflation and industry standards.

v. Grantor agrees to consider in good faith a written request from BPL to waive or modify the provisions of **Section 5(C)(i)-(iii),** above. A written Waiver Request shall include all of the following: a detailed description of the Work to be performed and who will be performing the Work, including the names of the onsite crew supervisors; the trail construction and maintenance experience of the persons/organization who will perform the Work; and, if applicable, a certification that the persons/organization are volunteers and that they will receive no compensation for the Work. Grantor will act on such a request with thirty (30) days of receipt, and shall not unreasonably withhold its approval.

D. Evidence of Insurance. Before commencement of any Work on the Trail, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form, or equivalent:

i. Listing Grantor as a Certificate Holder and Additional Insured on general liability and any excess liability policies;

ii. Containing a cancellation clause of the certificate amended to read: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail thirty (30) days' prior written notice to the certificate holder names to the left";

iii. Listing the insurance companies providing coverage (all companies listed must be rated "B+ Class V" or better, in the A.M. Best Company Key Rating Guide-Property Casualty, current edition); and

iv. Bearing the name, address, and telephone number of the producer and an original signature of the authorized representative of the producer.

E. **Insurance Requirements**. Grantee shall promptly notify Grantor of any asserted claim arising out of its Work on, or the public's use of, the Trail of which Grantee becomes aware, and shall deliver to Grantor copies of process and pleadings from any such claims that are served upon Grantee. If Grantee and/or its contractor(s) fail to procure and maintain such coverage as is required hereunder, Grantor may, but shall not be required to procure and maintain such insurance coverage at the expense of the Grantee. Grantor shall provide Grantee with at least three (3) days' prior written notice before Grantor acquires insurance coverage to satisfy Grantee's obligations hereunder. All policies to be maintained by Grantee and/or its contractor(s) shall be primary policies and not contributing with or as excess coverage for any insurance carried by Grantor.

6. Breach, Remedies. In the event of a material, uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained, including applicable Rules and Regulations, for a period of thirty (30) days after written notice from Grantor expressly referencing this **Section 6** and its remedies, Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject of the breach until cured to Grantor's reasonable satisfaction. If the breach is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if cure is commenced within said thirty (30) days, written assurances of intent to complete the cure within a reasonable time under the circumstances is given to Grantor and the cure is diligently completed as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Snowmobile Easement or any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements. No actions taken by Grantee to remedy a breach alleged by Grantor shall be construed as a waiver of Grantee's right to legally contest Grantor's allegation of breach. Following Grantee's uncured breach of this Agreement, Grantor shall also have the right (but not the obligation) to cure the breach ("**Grantor's Self-Help Right.**") Notwithstanding the foregoing cure period, Grantor may exercise its Self-Help Right without notice to Grantee to cure any breach: (1) of the insurance requirements set forth in **Section 5**, immediately above, or (2) where the failure to cure such breach promptly would, in the reasonable opinion of Grantor, create or allow to persist an emergency condition or violation of state or federal law.

Upon Grantor's written request and submission to Grantee of adequate documentation, Grantee shall certify Grantor's reasonable costs and expenses incurred in connection with Grantor's exercise of its Self-Help Right **("Self-Help Costs and Expenses")** in order to facilitate Grantor's claim for reimbursement of said costs and expenses from the Moosehead Recreation Fund created under the Concept Plan. Grantee shall issue the requested certification if (a) a breach occurred; and (b) the costs and expenses incurred by Grantor were reasonably necessary to cure the breach as permitted in this **Section 6**.

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

8. Amendments. Grantor and Grantee have the right to amend this Snowmobile Easement by written and recorded agreement of Grantor and Grantee. The prior approval of the Land Use Regulation Commission is only required for any amendment that would materially limit or terminate Grantee's or the public's rights. No such prior consent from the Land Use Regulation Commission is required for any amendment which does not materially terminate or limit Grantee's rights.

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

10. Definitions.

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

"**Easement Area**" shall mean the Snowmobile Easement Area, as further described and depicted in **Exhibits A** and **B** hereto.

"**Force Majeure**" means any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents, in whole or in material part, the performance by one of the parties of its obligations hereunder, such as act of God, fire, flood, windstorm, blight, ice

storm, snow, government regulation, order, legislation or taking, war or related actions, civil insurrection, terrorism, riot, sabotage, strike or other labor disturbance, epidemic, and similar events.

"**Forest Management Activities**" means all forest management practices allowable under applicable law and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

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

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

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

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

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

12. General Provisions

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

B. Remedies Not Exclusive; No Waiver. The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. The failure or delay of either party, for any reason whatsoever, to enforce this Snowmobile Easement shall not constitute a waiver of its rights. Nothing herein shall be construed as to relieve Grantor from compliance with any applicable federal, state or local law, regulation, rule or ordinance.

C. Release. Grantee acknowledges that it accesses and uses the Easement Area in "as is" and "where is" condition, and agrees that Grantor shall not be responsible for any harm, damage or injury that may be suffered or incurred by Grantee through the use and condition of the Easement Area and/or property, except to the extent that such harm, damage or injury is caused or contributed to by Grantor's negligence. Grantee hereby releases Grantor from any and all of its claims which may arise on account of injury to persons, loss of life, and damage to property through Grantee's use of the Easement Area and/or property, except to the extent that such injury to persons, loss of life or damage to property is caused or contributed to by Grantor's negligence.

D. Governing Laws. This Snowmobile Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A. §§ 1581-1585 and successor provisions thereto. Interpretation and performance of this Snowmobile Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Snowmobile Easement being governed or interpreted under the laws of any other jurisdiction.

E. Enforcement Rights. This Snowmobile Easement shall not be construed to entitle any person or entity other than Grantor or Grantee (and/or the Attorney General) to enforce any of the terms or conditions hereof relating to Trail maintenance, repair, reconstruction and relocation. Specifically, no member of the public shall have any rights in their individual capacity under this Snowmobile Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee, except with respect to any unlawful denial of public access to the Trails.

F. Dispute Resolution. In the event Grantor and Grantee are unable to resolve any dispute over the proper interpretation and enforcement of this Easement informally, the matter shall be submitted to mediation. The party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may otherwise be available to them, including the initiation of proceedings with a court of competent jurisdiction.

G. **Sovereign Immunity**. Nothing herein may be construed as a waiver of Grantee's sovereign immunity.

H. Enforcement/Attorneys' Fees. The Parties shall bear their own costs and attorneys fees in any legal action to enforce or rescind any term of this Easement. In any action brought by a member of the public under **Section 12(E)**, above, the prevailing party shall be entitled to an award of costs and attorneys fees.

I. Arm's Length Transaction. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Easement as part of an "arm's-length"

transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this provision. Each Party to this Easement is a separate and independent entity. No Party will have the right to act as agent for the other Party.

J. Counterparts. This Easement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Easement, which shall be fully binding upon each Party who executes the same.

K. Exhibits. The following exhibits are a part of this Easement to the same extent as if set forth in the body of this Easement:

Exhibit A Narrative Description of Trail
Exhibit B Map Showing Trail Location

IN WITNESS WHEREOF, Grantor has caused this Snowmobile Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this __ day of _____, 20__.

GRANTOR:
AMC MAINE WOODS, INC.

By: _____
Andrew Falender
Its President

Signed, sealed and delivered in the presence of: _____

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY. , _____ ___, 20__

Personally appeared, the President and duly authorized representative of Grantor corporation, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said corporation.

Before me, _____
Notary Public
My commission expires:
(please print or type name of notary public)

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

GRANTEE:

STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS

By: _____
Its Director

State of Maine
County of Kennebec, ss

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

Before me,

_____
Notary Public
Printed Name:_____

CONSENT OF COMMISSIONER

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing _____ Easement. Executed this _____ day of _____, 200_.

STATE OF MAINE
Department of Conservation

By:_____
Patrick K. McGowan, Its Commissioner

STATE OF MAINE
County of Kennebec, ss. Date:_____

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

Before me,

_____
Notary Public/Attorney at Law
Print Name:_____
My commission expires:
Seal:

Exhibit A: Narrative Description of Trail

Approximately 8 miles of the ITS 85/86 Snowmobile Trail in Township 1 Range 12 W.E.L.S. in Piscataquis County.

[The complete narrative description of the current trail location shall be added here no later than the execution of this easement, and shall not be inconsistent with the map showing the current Trail location in Exhibit B.]

Exhibit B: Map Showing Trail Location

[Exhibit B to Roaches Conservation Easement]

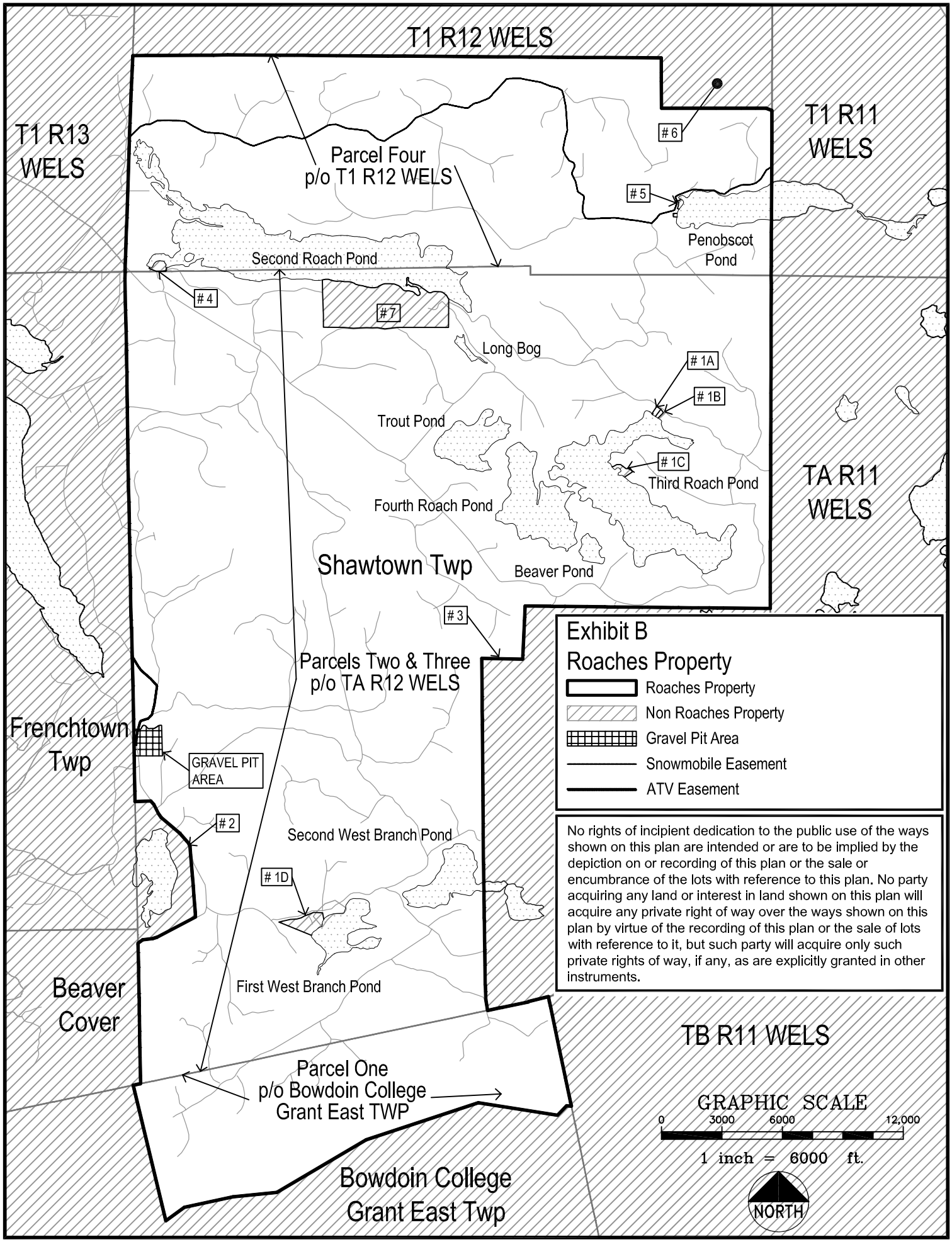

T1 R12 WELS
T1 R13 WELS
T1 R11 WELS
TA R11 WELS
TB R11 WELS
Parcel Four
p/o T1 R12 WELS
Second Roach Pond
Penobscot Pond
Long Bog
Trout Pond
Third Roach Pond
Fourth Roach Pond
Beaver Pond
Shawtown Twp
Parcels Two & Three
p/o TA R12 WELS
Frenchtown Twp
GRAVEL PIT AREA
Second West Branch Pond
First West Branch Pond
Beaver Cover
Parcel One
p/o Bowdoin College
Grant East TWP
Bowdoin College
Grant East Twp
1A
1B
1C
1D
2
3
4
5
6
7
Exhibit B
Roaches Property
Roaches Property
Non Roaches Property
Gravel Pit Area
Snowmobile Easement
ATV Easement
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.
GRAPHIC SCALE
0
3000
6000
12,000
1 inch = 6000 ft.
NORTH

EXHIBIT F
PERMANENT ATV TRAIL EASEMENT (LANGUAGE AND LOCATION)

FILED FOR RECORD AT THE REQUEST OF:
AMC MAINE WOODS INC
c/o Sarah A. McDaniel
Murray Plumb & Murray
PO Box 9785
Portland ME 04104-5085

ALL TERRAIN VEHICLE TRAIL EASEMENT

THIS ALL TERRAIN VEHICLE TRAIL EASEMENT (the "**ATV Easement**") is made as of ____ __, 20__, by and between **AMC MAINE WOODS, INC.,** a nonprofit corporation organized under the laws of the State of Maine, whose address is 5 Joy Street, Boston, Massachusetts 02108, (hereinafter referred to as the "**Grantor**," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) and **THE STATE OF MAINE**, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022, hereinafter called "**Grantee**" which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns).

Subject to the terms of this ATV Easement, Grantor grants to Grantee with QUITCLAIM COVENANT, in perpetuity, a non-exclusive easement for reconstruction, seasonal public use, and maintenance of an ATV trail (hereinafter, the "**Trail**"), said easement being five (5) feet in width, and lying two and a half feet on each side of the center line as currently existing on the ground and as described in **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches), provided that such additional width shall not, in any event, exceed four feet (the "**Easement Area**"). The location of the Trail is generally depicted in **Exhibit B**, attached hereto and made a part hereof.

The purpose of this ATV Easement is to allow the Grantee, at its option, to maintain and repair, and to allow the public seasonal access to the Trail for recreational ATV use for the sole purpose of allowing continuity with those licensed ATV trails circumnavigating First Roach Pond located on adjacent properties in Frenchtown Township (TA R13 WELS) that are privately owned by an entity not party to this ATV Easement (hereinafter "Adjacent Loop Trail"). Allowed uses shall include recreational ATV access and trail maintenance. It is the intent of this ATV Easement that the current Trail location shown on Exhibit B is essentially permanently fixed. Until such time as an agreement may be reached and this ATV Easement is thereafter amended in a writing signed by both parties and recorded, this ATV Easement applies in perpetuity to the property described on Exhibit A and generally depicted on Exhibit B. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A and generally depicted on Exhibit B.

This grant is made subject to the following provisions:

1. Non-exclusive Public ATV Easement.

A. Use. Subject to the rights and obligations of the parties herein, this Easement creates a perpetual public right, to be held by the Grantee for the public's benefit, to enter upon and make use of the Trail for uses described above, and Grantee or its designee, at its option, but without obligation to do so, shall have the perpetual right to enter upon the Trail to perform trail maintenance, repair, and reconstruction. It is the intent of the parties that the Trail will be supervised, maintained and repaired by the local, regional and state-wide ATV clubs, not Grantor or Grantee.

B. Condition of the Easement Area. Grantee accepts the Easement Area in "AS IS" and "WHERE IS" condition, without warranties, and with all faults including but not limited to latent and patent defects. Grantor shall not be liable or responsible for any expenses associated with the establishment, reconstruction, repair or maintenance of the Trail. Grantee waives all warranties, express or implied regarding the condition and use of the Easement Area. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (i) any state of facts which an accurate survey or physical inspection or soil testing of the Easement Area might show; (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity, including but not limited to (aa) the Roaches Pond Tract Conservation Easement recorded at the Piscataquis County Registry of Deeds at Book __, Page __; (bb) those access easements conveyed to owners of lots in the First Roach Pond Peninsula subdivision and recorded at the Piscataquis County Registry of Deeds at [*list book/page for each*], and (cc) access rights reserved by Plum Creek Maine Timberlands LLC in a deed to Grantor recorded at the Piscataquis County Registry of Deeds at Book __, Page __. Grantee acknowledges that portions of the Easement Area may now be or in the future may become subject to other easements, including conservation easements granted to third party users. Grantee shall use commercially diligent efforts to not disturb any irrigation lines, utilities or other facilities, if any, located on the Easement Area. There shall not be any interruptions to a conservation easement holder's or Grantor's access to the Property.

C. Trail Location, Cutting and Maintenance. The location of the Trail is described and depicted on Exhibit A and Exhibit B (subject to the relocation rights exclusively vested in Grantor as set forth in paragraph 2.B, below). The rights granted to Grantee by this ATV Easement shall include those rights reasonably necessary for or incident to the maintenance, reconstruction and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Use and maintenance of the Trail shall be subject to reasonable Rules and Regulations from time to time adopted pursuant to **Section 1(D),** below. Grantor shall have no obligation for the establishment, reconstruction, repair or maintenance of the Trail, and Grantee hereby releases Grantor from any obligation to keep the Easement Area safe for entry or recreational ATV use. The Trail shall be generally left in an unimproved state (other than the construction of the actual trail bed and travel surface, and any

bridges, culverts, and other improvements related thereto), and in no event shall any Trail be paved by Grantee with any asphalt, concrete, impervious recycled material, or other impervious surface.

D. Rules and Regulations Concerning Public Use and Maintenance. The right of the public to use the Trail and the rights of Grantee as to trail oversight, reconstruction, maintenance and repair are subject to the reserved right of Grantor, following meaningful opportunity to comment by Grantee (except in the case of an emergency), to establish and modify from time to time, reasonable rules and regulations (the "Rules and Regulations"). Such Rules and Regulations may be for the conservation and protection of the Trail, including its continuity with trails on adjacent property, and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's Forest Management Activities and other reserved uses hereunder. Such rules will not unreasonably interfere with the continuity of and Grantee's use of the Trail. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, use by the public, use by domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation. Grantor's reserved right to make Rules and Regulations expressly includes, without limitation, the obligation for users to stay on the established Trail, an open and a closed season for recreational ATV use, insurance maintenance requirements, speed limits, rules relating to the protection of flora and fauna, public safety, protection of streams and ponds, and other safety and environmental purposes. This ATV Easement does not permit the following uses by Grantee or the public within the Easement Area: snowmobiles, motorized vehicles other than ATVs, camping and open fires. Notwithstanding the foregoing, motorized activities including snowmobiles are permitted for trail construction, maintenance and search and rescue activities. In the event Grantor chooses to establish Rules and Regulations, Grantor must clearly post such Rules and Regulations in a manner and in such places to provide members of the public clear notice. If Grantor determines in Grantor's sole discretion that users of the ATV Trail, or any segment thereof, are in breach of the Rules and Regulations, Grantor may suspend public use of the ATV Trail until Grantor is satisfied that public use of the Trail will comport with the Rules and Regulations.

E. Construction and Use Standards. All construction, reconstruction, maintenance and repair work to the Easement Area shall be known herein collectively as the "**Work.**" Grantee shall be responsible for obtaining all permits for the Work and permitted uses of Trail from all federal, state or local authorities with jurisdiction over Trail or any part thereof. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other reasonable standards as Grantor may from time-to-time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld. Grantee will obtain and deliver to Grantor copies of any and all certificates and permits of satisfactory completion and/or acceptance relative to the Work. Grantee agrees to secure the Easement Area in a safe condition, including, if necessary, the installation of a temporary fence. Grantee will cause all Work to be designed in a professional manner and will follow all reasonable and

prudent fire safety standards. Once any Work is commenced, Grantee shall thereafter use good faith and diligent efforts to complete the Work in a timely manner in accordance with a written construction schedule. All Work shall be performed in a professional manner using good workmanship and new, quality materials in accordance with Grantor approved plans and specifications and in accordance with any and all laws.

F. Construction Notice and Timing. Grantee shall regularly and consistently coordinate with Grantor regarding the status of the Work performed under this Agreement. At least thirty (30) days before Grantee or its agents performs any Work, except routine Trail maintenance, on or within the Easement Area, Grantee shall provide Grantor with written notice. No Work may be performed when the soils or conditions are inappropriate for such Work. Notwithstanding the above, emergency repairs may be performed without prior notice to Grantor and at any time, so long as the party making such emergency repairs uses diligent and good faith efforts to contact Grantor as soon as possible. Grantee will provide Grantor with a schedule of its significant construction activities.

G. Restoration Following Work. Upon completion of any Work, Grantee, at its sole cost and expense, shall clean-up and remove all debris and waste and restore to the extent practicable any property disturbed by the Work to its previous aesthetic condition and/or to a different aesthetic condition acceptable to Grantor (which acceptance shall not be unreasonably withheld) (the "**Restoration Work**"), so long as Grantor's request for restoration to a different aesthetic condition would not result in increased cost to Grantee as compared to restoration to the Property's previous aesthetic condition. Grantee's failure to restore Grantor's Property in accordance with this **Section 1(G)**, following written notice to Grantee and a sixty (60) day opportunity for Grantee to cure the deficiency (unless imminent harm to persons or Property or violation of state or federal law exists in which case no notice or opportunity to cure is required), shall be a breach within the meaning of **Section 6**, below, entitling Grantor to exercise the rights and remedies available to it therein.

H. Liens. Grantee shall use good faith efforts to keep the Easement Area free from any mechanics or materialmens' liens arising out of any Work performed, materials furnished or obligations incurred by or for Grantee (collectively, a "**Lien**") and shall promptly discharge or post adequate bond to cover any such liens that are asserted. If Grantor becomes aware of any such lien, it shall notify Grantee in writing for the purpose of providing Grantee seven (7) days notice to discharge or post adequate bond to cover such lien, before exercising remedies available to Grantor under **Section 6**, below.

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

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

2. Reservation of Uses.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the ATV Easement other than those specific grants and covenants made to Grantee in this ATV Easement. Grantor specifically reserves, without limitation, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement Area and to use the Trail in said Easement Area in a manner that will not unreasonably interfere with the rights granted hereunder. Grantor specifically reserves, without limitation, the right on and adjacent to the ATV Easement to engage in Forest Management Activities, operate a commercial gravel pit, and manage the land for public Primitive Recreation Activities. This ATV Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other aesthetic limitation on its land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in Forest Management Activities, operate a commercial gravel pit, and manage the land for Primitive Recreation Activities on and adjacent to the ATV Easement and accordingly has located the Trail in an area that minimizes the impacts on such activities. Grantor and Grantee recognize that the location of the ATV Easement is more or less coterminous with the location of the road providing access to the commercial gravel pit, and that Grantor may promulgate Rules and Regulations in accordance with Paragraph 1.D, above, to minimize conflicts between recreational ATV use and vehicles associated with the commercial gravel pit use. In the event that any future statute, regulation, or rule expands or enhances the public use of the Trails, contrary to or inconsistent with the terms and provisions of this ATV Easement, the enactment of such law, regulation, or rule shall be deemed a material breach without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for breach provided in **Section 6,** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close all or portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its reasonable discretion necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, to comply with state or federal laws or regulations, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate Forest Management and Primitive Recreation Activities and other reserved uses of Grantor; provided that if Grantor actually closes the Trail or expects to close the Trail for a period of thirty (30) days or more for any reason other than (a) inadequate maintenance of or liability insurance for the Trail, (b) repeated violations of the Rules and Regulations or (c) violations of state or federal laws or regulations (together "**Bad Act Terminations**") or (d) revocation by the adjacent landowner of the licenses permitting the public to use the Adjacent Loop Trail for recreational ATV use, Grantor shall designate and make available an alternate and qualitatively similar Trail segment so that the connectivity of the Trail with the Adjacent Loop Trail is not interrupted. If Grantor closes the Trail or any portion thereof for reason of a Bad Act Termination or for reason of the closure of the Adjacent Loop Trail, Grantor shall not be liable for any costs or expense of Grantee associated with the temporary closure of the Trail nor obligated to relocate the Trail. If Grantor closes the Trail or any portion thereof for any reason other than Bad Act Termination or closure of the Adjacent

Loop Trail as provided for herein, Grantor shall be solely responsible for the costs and expense, including incidental costs of Grantee such as reprinting of maps and brochures, of such relocation. In the event of a temporary relocation, at Grantee's request, Grantor shall execute and deliver to Grantee a revocable license, on identical terms and conditions to this ATV Easement, for the areas to which the Trail has been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this ATV Easement revising the description and depiction of the Trail set forth in Exhibit A to reflect the relocated areas. Any such permanent relocation of the Trail shall conform with then-current statewide practices and laws for design and construction of a recreational ATV trail.

C. Nonexclusivity. This Easement grants the Grantee and the public a non-exclusive right to use the Trails for purposes described above. This ATV Easement shall not prohibit Grantor from granting other licenses or permissions to use the Easement Area. No such license or permission may materially interfere with the rights granted herein. Nothing in this ATV Easement shall be construed as granting an exclusive right to carry on any activity within the Easement Area. Other than as set forth in this ATV Easement, no permanent, expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, Grantor may grant permanent or temporary easement rights across the ATV Easement to third parties for ingress, egress and utilities for all lawful purposes, provided that such rights are subject to this ATV Easement and do not materially interfere with the exercise of the rights granted herein. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the ATV Easement and the adjacent property of the Grantor, and easements, rights of way, mortgages or other interests may be granted to others in connection therewith, without the consent of Grantee provided that (a) such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, (b) such roads, utilities, facilities, and/or buildings crossing or located on the ATV Easement shall be located in a manner to minimize their impact on the intended use of the ATV Easement as a recreational trail and (c) such easements, rights of way, mortgages or other interests shall be subordinate to and not impede the rights granted by this ATV Easement. Any such impact that results in a closure or relocation of the Trail shall be governed by **Section 2(B)**, immediately above.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trail, including the right to engage in or permit others to engage in, uses of the Easement Area (provided, however, that such other uses do not materially interfere with recreational ATV use of the ATV Easement) and Grantor's adjacent property that are not expressly prohibited or limited by this ATV Easement. Without limiting the foregoing, Grantor expressly reserves the right to grant to Grantee and/or others rights to use the Trail, or portions thereof, for snowmobile use or other uses.

3. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trails without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This prohibition shall not restrict Grantee from assessing fees of general

application to the public. In the event the liability protections afforded to Grantor pursuant to **Section 4,** immediately below, are diminished or reduced, Grantor reserves the right to assess a fee for use to public users of the Trails to recover the actual costs of insurance necessary to restore liability protection to that which existed at the time of execution of this Easement.

4. Immunities. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, *et seq*. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act (14 M.R.S.A. § 8101, *et seq.* as amended from time to time), and under any other applicable provision of law and equity.

5. Insurance.

A. Self-Insurance. Grantee agrees to include the ATV Easement, and the rights granted hereunder, with the other lands and activities covered under the Grantee's self-insurance and risk management programs, to the limits prescribed by law.

B. Liability Insurance. To the extent allowed by law, Grantee covenants and agrees at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Easement for the mutual benefit of Grantor and Grantee, a liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the ATV Easement or any part or parts whereof; provided that, if there is no available funding earmarked in the State of Maine budget for providing the required liability insurance, Grantee must provide Grantor written notice of the lack of liability insurance and Grantor may temporarily close the Trail until such insurance is obtained. Such insurance shall name Grantor as an additional insured and shall be consistent with the terms, standards and practices used for other motorized recreational trails (ITS snowmobile trail and licensed ATV trails) located on private land in Maine including providing liability coverage in a minimum amount of $500,000 per occurrence, which amount the parties may from time to time agree to amend to reflect changes in the cost of living, inflation and industry standards. Grantee shall indemnify and hold harmless Grantor from all claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' and paralegals' fees incurred by Grantor) in connection with loss of life, personal injury and/or damage to property arising from the use or occupancy by Grantee or the public of the Easement Area or from Grantee's failure to observe or comply with any of Grantee's obligations undertaken in this ATV Easement, but only to the extent of the insurance coverage required to be provided under this Paragraph 5 and otherwise subject to all applicable limitations of the Maine Tort Claims Act.

C. Contractor Insurance. Unless Grantor has granted a written waiver pursuant to **Section 5(C)(v),** below, Grantee agrees to require its contractor(s) or agents performing any Work on the Trail to obtain, and thereafter maintain so long as such Work is occurring, at least the following minimum insurance coverage with an endorsement with the following statement: "This policy constitutes Primary Coverage for all insureds in the event of any occurrence, claim, or suit:

i. Worker's Compensation Insurance.

ii. Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

1. $2,000,000 – General Aggregate;
2. $2,000,000 – Products – Comp/OPS Aggregate;
3. $1,000,000 – Personal and Advertising Injury;
4. $1,000,000 – Each Occurrence;
5. $300,000 – Fire Damage (any one fire); and
6. $10,000 – Medical Expense (any one person).

iii. Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident.

iv. The parties agree that Grantor may from time to time amend the limits described in **Section 5(C)(ii) and (iii),** immediately above, to reflect changes in the cost of living, inflation and industry standards.

v. Grantor agrees to consider in good faith a written request from BPL to waive or modify the provisions of **Section 5(C)(i)-(iii),** above. A written Waiver Request shall include all of the following: a detailed description of the Work to be performed and who will be performing the Work, including the names of the onsite crew supervisors; the trail construction and maintenance experience of the persons/organization who will perform the Work; and, if applicable, a certification that the persons/organization are volunteers and that they will receive no compensation for the Work. Grantor will act on such a request with thirty (30) days of receipt, and shall not unreasonably withhold its approval.

D. Evidence of Insurance. Before commencement of any Work on the Trail, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form, or equivalent:

i. Listing Grantor as a Certificate Holder and Additional Insured on general liability and any excess liability policies;

ii. Containing a cancellation clause of the certificate amended to read: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail thirty (30) days' prior written notice to the certificate holder names to the left";

iii. Listing the insurance companies providing coverage (all companies listed must be rated "B+ Class V" or better, in the A.M. Best Company Key Rating Guide-Property Casualty, current edition); and

iv. Bearing the name, address, and telephone number of the producer and an original signature of the authorized representative of the producer.

E. **Insurance Requirements**. Grantee shall promptly notify Grantor of any asserted claim arising out of its Work on, or the public's use of, the Trail of which Grantee becomes aware, and shall deliver to Grantor copies of process and pleadings from any such claims that are served upon Grantee. If Grantee and/or its contractor(s) fail to procure and maintain such coverage as is required hereunder, Grantor may, but shall not be required to procure and maintain such insurance coverage at the expense of the Grantee. Grantor shall provide Grantee with at least three (3) days' prior written notice before Grantor acquires insurance coverage to satisfy Grantee's obligations hereunder. All policies to be maintained by Grantee and/or its contractor(s) shall be primary policies and not contributing with or as excess coverage for any insurance carried by Grantor.

6. Breach, Remedies. In the event of a material, uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained, including applicable Rules and Regulations, for a period of thirty (30) days after written notice from Grantor expressly referencing this **Section 6** and its remedies, Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject of the breach until cured to Grantor's reasonable satisfaction. If the breach is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if cure is commenced within said thirty (30) days, written assurances of intent to complete the cure within a reasonable time under the circumstances is given to Grantor and the cure is diligently completed as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this ATV Easement or any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements. No actions taken by Grantee to remedy a breach alleged by Grantor shall be construed as a waiver of Grantee's right to legally contest Grantor's allegation of breach. Following Grantee's uncured breach of this Agreement, Grantor shall also have the right (but not the obligation) to cure the breach ("**Grantor's Self-Help Right.**") Notwithstanding the foregoing cure period, Grantor may exercise its Self-Help Right without notice to Grantee to cure any breach: (1) of the insurance requirements set forth in **Section 5**, immediately above, or (2) where the failure to cure such breach promptly would, in the reasonable opinion of Grantor, create or allow to persist an emergency condition or violation of state or federal law. Upon Grantor's written request and submission to Grantee of adequate documentation, Grantee shall certify Grantor's reasonable costs and expenses incurred in connection with Grantor's exercise of its Self-Help Right **("Self-Help Costs and Expenses")** in order to facilitate Grantor's claim for reimbursement of said costs and expenses from the Moosehead Recreation Fund created under the Concept Plan. Grantee shall issue the requested certification if (a) a breach occurred; and (b) the costs and expenses incurred by Grantor were reasonably necessary to cure the breach as permitted in this **Section 6**.

7. Non-Assignability/Transfer of Property. Grantee may not assign or transfer this ATV Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This ATV Easement shall be binding upon

and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of whom shall be entitled to enforce and shall be bound by this Trail Easement. Grantor's rights and obligations under this ATV Easement shall terminate in whole or in applicable part when it ceases to have any interest in the property over which this ATV Easement traverses, or portion thereof, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. Amendments. Grantor and Grantee have the right to amend this ATV Easement by written and recorded agreement of Grantor and Grantee. The prior approval of the Land Use Regulation Commission is only required for any amendment that would materially limit or terminate Grantee's or the public's rights. No such prior consent from the Land Use Regulation Commission is required for any amendment which does not materially terminate or limit Grantee's rights.

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

10. Definitions.

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

"All-terrain vehicle" or **"ATV"** means a motor-driven, off-road, recreational vehicle capable of cross-country travel on land, snow, ice, marsh, swampland or other natural terrain that is fifty (50) inches or less in width, has a dry registered weight of less than 600 pounds, travels on three or four low pressure tires of six (6) pounds or less, and is designed to be straddled by the operator. For purposes of this Easement, "all-terrain vehicle" or "ATV" does not include an automobile; an electric personal assistive mobility device; a truck; a pickup truck; a motorcycle; (all of the above as defined on the date of this Easement in 29-A M.R.S. § 101); a snowmobile, as defined in 12 M.R.S. § 13001; an airmobile; a dirt bike, off-road bike, fat cat, or other two-wheeled motor vehicle powered from a source other than muscle; a vehicle travelling on single or multi-tracks; 4 x 4 trucks, dune buggies, coots and amphibious vehicles; a construction or logging vehicle used in performance of its common functions; a farm vehicle used for farming purposes; or a vehicle used exclusively for emergency, military, law enforcement or fire control purposes. "All-terrain vehicle" or "ATV" shall be further limited to exclude any of those vehicles expressly excluded from the definition of ATV as set forth in 12 M.R.S.A. 13001, as amended from time to time.

"**Easement Area**" shall mean the ATV Easement Area, as further described and depicted in **Exhibits A** and **B** hereto.

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

"**Forest Management Activities**" means all forest management practices allowable under applicable law and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

"Primitive Recreation Activities" means outdoor, nature-based, non-motorized recreational activities that occur in a forested, natural, and largely undeveloped setting, including canoeing, kayaking and other forms of non-motorized boating, fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, horseback riding, tent and shelter camping, cross country skiing, bicycling and snowshoeing.

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

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

To Grantor: Deputy Director
AMC Maine Woods, Inc.
c/o Appalachian Mountain Club
5 Joy Street
Boston, MA 02108

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

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

12. General Provisions

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this ATV Easement is determined to be invalid, unenforceable, or against public policy, the remainder of

this ATV Easement shall not be affected thereby and all other terms and provisions of this ATV Easement shall remain valid and enforceable to the extent permitted by law.

B. Remedies Not Exclusive; No Waiver. The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. The failure or delay of either party, for any reason whatsoever, to enforce this ATV Easement shall not constitute a waiver of its rights. Nothing herein shall be construed as to relieve Grantor from compliance with any applicable federal, state or local law, regulation, rule or ordinance.

C. Release. Grantee acknowledges that it accesses and uses the Easement Area in "as is" and "where is" condition, and agrees that Grantor shall not be responsible for any harm, damage or injury that may be suffered or incurred by Grantee through the use and condition of the Easement Area and/or property, except to the extent that such harm, damage or injury is caused or contributed to by Grantor's negligence. Grantee hereby releases Grantor from any and all of its claims which may arise on account of injury to persons, loss of life, and damage to property through Grantee's use of the Easement Area and/or property, except to the extent that such injury to persons, loss of life or damage to property is caused or contributed to by Grantor's negligence.

D. Governing Laws. This ATV Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A. §§ 1581-1585 and successor provisions thereto. Interpretation and performance of this ATV Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this ATV Easement being governed or interpreted under the laws of any other jurisdiction.

E. Enforcement Rights. This ATV Easement shall not be construed to entitle any person or entity other than Grantor or Grantee (and/or the Attorney General) to enforce any of the terms or conditions hereof relating to Trail maintenance, repair, reconstruction and relocation. Specifically, no member of the public shall have any rights in their individual capacity under this ATV Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee, except with respect to any unlawful denial of public access to the Trails.

F. Dispute Resolution. In the event Grantor and Grantee are unable to resolve any dispute over the proper interpretation and enforcement of this Easement informally, the matter shall be submitted to mediation. The party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may otherwise be available to them, including the initiation of proceedings with a court of competent jurisdiction.

G. **Sovereign Immunity**. Nothing herein may be construed as a waiver of Grantee's sovereign immunity.

H. Enforcement/Attorneys' Fees. The Parties shall bear their own costs and attorneys fees in any legal action to enforce or rescind any term of this Easement. In any action brought by a member of the public under **Section 12(E)**, above, the prevailing party shall be entitled to an award of costs and attorneys fees.

I. Arm's Length Transaction. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Easement as part of an "arm's-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this provision. Each Party to this Easement is a separate and independent entity. No Party will have the right to act as agent for the other Party.

J. Counterparts. This Easement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Easement, which shall be fully binding upon each Party who executes the same.

K. Exhibits. The following exhibits are a part of this Easement to the same extent as if set forth in the body of this Easement:

Exhibit A Narrative Description of Current Trail
Exhibit B Maps Showing Current Trail Locations

IN WITNESS WHEREOF, Grantor has caused this ATV Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this __ day of _____, 200__.

GRANTOR:
AMC MAINE WOODS, INC.

By: _____
Andrew Falender
Its President

Signed, sealed and delivered in the presence of: _____

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY. , _____ ___, 200_

Personally appeared, the President and duly authorized representative of Grantor corporation, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said corporation.

Before me, _____
Notary Public
My commission expires:
(please print or type name of notary public)

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

GRANTEE:

STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS

By: _____
Its Director

State of Maine
County of Kennebec, ss

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

Before me,

_____
Notary Public
Printed Name:_____

CONSENT OF COMMISSIONER

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing ATV Easement. Executed this _____ day of _____, 200_.

STATE OF MAINE
Department of Conservation

By:_____
Patrick K. McGowan, Its Commissioner

STATE OF MAINE
County of Kennebec, ss. Date:_____

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

Before me,

_____
Notary Public/Attorney at Law
Print Name:_____
My commission expires:
Seal:

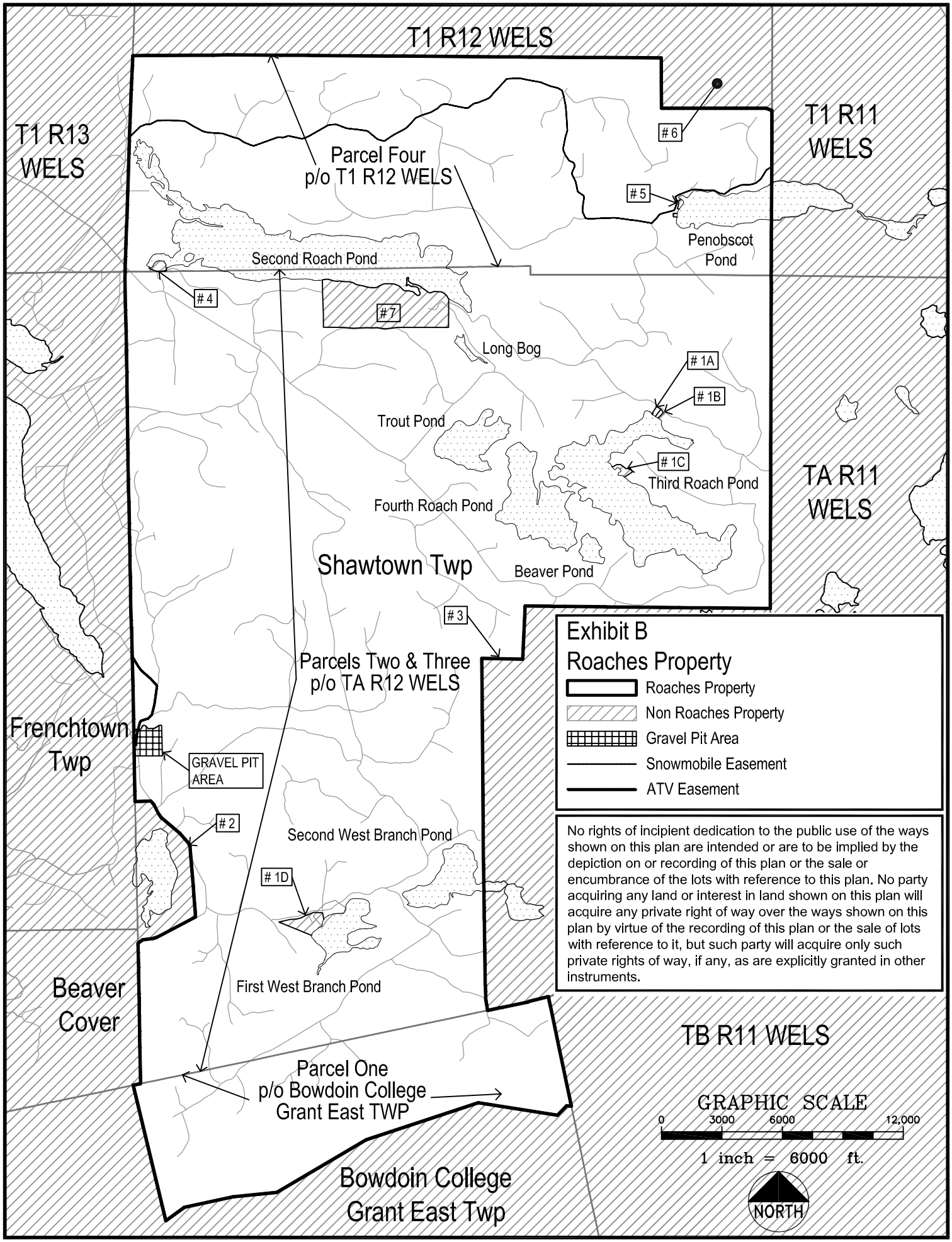
Exhibit A: Narrative Description of Trail

Approximately 1 mile in Shawtown Township beginning on the Frenchtown Road, so-called, at the border of Shawtown and Frenchtown Townships running in a northerly direction along the eastern-most side of Shaw Mountain Road, so-called, thence turning northwesterly and running along the Lower Shaw Mountain Road to the border of Shawtown and Frenchtown Townships.

[The complete narrative description of the centerline of the easement shall be added here no later than the execution of this easement, and shall not be inconsistent with the map showing the Trail location in Exhibit B.]

Exhibit B: Map Showing Trail Location

See Map [see Exhibit B to Roaches Conservation Easement]


T1 R12 WELS
T1 R13 WELS
T1 R11 WELS
TA R11 WELS
TB R11 WELS
Parcel Four
p/o T1 R12 WELS
Second Roach Pond
Penobscot Pond
Long Bog
Trout Pond
Third Roach Pond
Fourth Roach Pond
Beaver Pond
Shawtown Twp
Parcels Two & Three
p/o TA R12 WELS
Frenchtown Twp
GRAVEL PIT AREA
Second West Branch Pond
First West Branch Pond
Beaver Cover
Parcel One
p/o Bowdoin College
Grant East TWP
Bowdoin College
Grant East Twp
1A
1B
1C
1D
2
3
4
5
6
7
Exhibit B
Roaches Property
Roaches Property
Non Roaches Property
Gravel Pit Area
Snowmobile Easement
ATV Easement
No rights of incipient dedication to the public use of the ways shown on this plan are intended or are to be implied by the depiction on or recording of this plan or the sale or encumbrance of the lots with reference to this plan. No party acquiring any land or interest in land shown on this plan will acquire any private right of way over the ways shown on this plan by virtue of the recording of this plan or the sale of lots with reference to it, but such party will acquire only such private rights of way, if any, as are explicitly granted in other instruments.
GRAPHIC SCALE
0
3000
6000
12,000
1 inch = 6000 ft.
NORTH

I

Agreement on Roaches Pond Tract Conservation Easement Stewardship Fund and exhibits thereto

AGREEMENT ON
ROACHES POND TRACT CONSERVATION EASEMENT
STEWARDSHIP FUND

This Agreement dated as of _____, 2009 is made by and among Plum Creek Maine Timberland, L.L.C., a Delaware limited liability company with a place of business in Fairfield, Maine (hereinafter, together with its successors and assigns, "Seller"); AMC Maine Woods, Inc. (hereinafter, together with its successors and assigns, "Grantor"); the State of Maine, acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, Maine 04333 (hereinafter, together with its successors and assigns, "Holder"); and the Maine Community Foundation, a nonprofit charity, with a place of business in Ellsworth, Maine (hereinafter, together with its successors and assigns, "Fund Operator") (hereinafter individually "Party" and collectively, the "Parties"). In consideration of the mutual promises and undertakings herein, the receipt to which is hereby acknowledged, the Parties agree as follows:

1. Roaches Pond Tract Stewardship Fund. On or before delivery and acceptance of the Conservation Easement entitled "Roaches Pond Tract Conservation Easement" of near or even date herewith, by and among Grantor and Holder, attached hereto as Exhibit A (hereinafter "the Conservation Easement"), (a) Fund Operator shall establish a fund to be known as "The Roaches Pond Tract Conservation Easement Stewardship Fund" (hereinafter the "Fund"), and (b) Seller shall deposit One Hundred and Forty Five Thousand Dollars ($145,000) into the Fund, receipt of which shall be acknowledged by Fund Operator to Seller, Grantor, and Holder. The purpose of the Fund shall be to provide support to Holder in its role as Holder of the Conservation Easement.

2. Fees charged by Fund Operator and Management of the Fund. Fund Operator shall charge and deduct from the Fund an annual management fee calculated at Fund Operator's customary rate for managing a fund of comparable size as shown on Exhibit B attached hereto. Any increase in the rate of Fund Operator's annual management fee shall be subject to approval by Holder which approval shall not be unreasonably withheld upon a showing by Fund Operator that the existing rate is no longer sufficient to cover its responsibilities as Fund Operator and the increased rate is consistent with management fees charged by similarly situated entities. Fund Operator may accept additional contributions to the Fund from any source. Fund Operator shall manage and invest the Fund as a fiduciary with the long term goal of preserving the value of the principal and making payments to Holder in accordance with this Agreement.

3. Annual Payment to Holder. Beginning on the first anniversary of delivery and acceptance of this Agreement, Fund Operator shall annually pay out to Holder in four equal quarterly installments the sum of six thousand dollars ($6,000) calculated in 2009 U.S. Dollars, unless Holder notifies Fund Operator of a lesser amount of payment needed to meet its annual responsibilities as Holder. The amount of this annual payment shall be increased upon receipt of each additional contribution to the Fund required under Section 4, by an amount calculated as four percent (4%) of the additional contribution to the Fund. The annual payment, including any increase due to each additional contribution to the Fund, shall be calculated thereafter in 2009 U.S. Dollars.

4. Additional Contributions to the Fund. Grantor shall make additional contributions to the Fund (1) in the amount of five thousand dollars ($5,000) calculated in 2009 U.S. dollars for each division of the Protected Property pursuant to Section VI.E.1.(a) & (b) of the Conservation Easement, and (2) in the amount of thirty thousand dollars ($30,000) calculated in 2009 U.S. dollars minus any contributions made pursuant to

subparagraph (1) of this subsection 4, pursuant to Section VI.E.6 of the Conservation Easement. No conveyance of any portion of the Protected Property shall be made unless the contribution to the Fund required by this Section is made by Grantor on or before the date of the conveyance and unless a certificate of Holder is recorded at the Registry of Deeds for the county in which the lot is located stating that the required contribution to the Fund has been paid. Upon payment by Grantor of any contributions to the Fund required by this Section, Holder shall execute and promptly record any certificates required under this Section.

5. Adjustment to 2009 U.S. Dollars. Contributions to the Fund and payments from the Fund required by this Agreement shall be paid in the amounts indicated in U.S. Dollars, adjusted for inflation and/or deflation for each year after 2009 based on the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor for each year after 2009, or if that index is discontinued, based on similar index published by the United States Government and selected by mutual agreement of the Parties.

6. Additional Distributions. In the event that Holder incurs costs and expenses related to or arising out of its duties under the Conservation Easement that exceed the annual payment from the Fund, Fund Operator may allow additional distributions from the Fund to Holder in order to cover the additional costs and expenses incurred by Holder in carrying out its responsibilities under the Conservation Easement. In determining whether to grant approval, Fund Operator shall ensure that (1) any additional payments are needed to cover Holder's costs for carrying out its responsibilities under the Conservation Easement, and (2) these additional payments will not compromise the ability of the principal remaining in the Fund to fund Holder's future responsibilities as Holder under the Conservation Easement in perpetuity.

7. Right to Replace Fund Operator. Holder shall have the right, at any time, to remove the acting Fund Operator by recommending to the then current Fund Operator that all or any portion of the Fund be granted to one or more charitable organization(s) selected by Holder (hereafter "Replacement Fund Operator"), provided that each such Replacement Fund Operator (a) agrees to assume the obligations of Fund Operator under this Agreement, (b) is qualified under section 501(c)(3) of the Internal Revenue Code, (c) is not a private foundation under section 509(a), and (d) is otherwise qualified to receive a grant from Fund Operator. Fund Operator's board will approve such action and recommend the grant to a Replacement Fund Operator if Fund Operator's board determines that the grant is legally permissible and consistent with Fund Operator's charitable purposes. No portion of the Fund shall be granted to the Replacement Fund Operator until Replacement Fund Operator signs this Agreement as it may be amended, assuming the obligations of Fund Operator.

8. Fund Operator's Reporting Obligations. Fund Operator shall maintain complete and accurate books, records, and accounts of all receipts received in connection with the Fund. The books and records shall be kept in such manner and such details as the Parties shall reasonably require. All such books and records of Fund Operator that relate to the Fund shall be available for inspection and audit by the Parties, at their expense, at all reasonable times during normal business hours.

By the tenth Business Day after the end of each calendar year (the "Report Date"), Fund Operator shall report to the Grantor and the Holder all of the activity of the previous year. Depending on the effective date of this Agreement, the first Report may be based on a short year. Each annual report shall be prepared in accordance with generally accepted accounting principals, on a cash basis, unless otherwise requested by the Parties.

Promptly upon Fund Operator's approval of a grant of the Fund to Replacement Fund Operator, Fund Operator shall deliver to the Grantor and the Holder the report required by this section for any period not

covered by such a report at the time of the grant. All statements, receipts, invoices, checks, financial statements, books, records, and all other instruments and documents shall be delivered by Fund Operator to the Replacement Fund Operator.

9. Contributions to the Stewardship Fund Following Enforcement Actions. Any monetary damages, costs and other amounts recovered by Holder in an enforcement action or legal proceeding as described in Section X.A. of the Conservation Easement shall be deposited by Holder into the Fund, except for the withholding by Holder of the amount of expenses relating to or arising out of the enforcement action or legal proceeding incurred by Holder or its legal counsel in excess of either the annual payment to Holder or the additional distribution from the Fund for the purposes of conducting said enforcement action or legal proceeding.

10. Dispute Resolution. Any dispute among the Parties arising out of or relating to this Agreement shall be resolved in accordance with this Section. Any Party may give written notice of a dispute arising out of or related to this Agreement to the other Parties in person or by certified mail, return receipt requested. The Parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last Party to receive notice. If the dispute has not been resolved within thirty (30) days, any Party may serve written notice on the other Parties of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 90 days, the dispute shall be submitted to arbitration in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S.A. §5927 et seq.

11. Successors and Assigns. This Agreement shall be binding on Seller, Grantor, Holder, and Fund Operator and their respective successors and assigns.

12. Notices. Any notices or requests for consent or approval under this Agreement must be in writing and will be sufficient if served personally or sent by facsimile with a receipt of delivery, overnight mail with receipt acknowledged, or certified mail, return receipt requested, addressed as follows:

To Seller:	Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue, Suite 4300 Seattle, Washington 98104 Attn: General Counsel Fax Number:
With a copy to:	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Post Office Box 400 Fairfield, Maine 04937-0400 Attn: General Manager, Northeast Region Fax Number:
To Grantor:	AMC Maine Woods, Inc. c/o Appalachian Mountain Club 5 Joy Street Boston, MA 02108

Fax Number:

To Holder: Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
Attn: Director, Planning and Land Acquisitions
Fax Number:

To Fund Operator: Maine Community Foundation
245 Main Street
Ellsworth, Maine, 04605
Attention: Ellen Pope
Fax Number:

or to such other authorized person as any Party may from time to time designate by written notice to the others in the manner set forth above. Notices given in accordance with this Section will be deemed given and received on the date personally delivered or three days after being sent by any other approved method described above.

13. Miscellaneous.

A. Definitions. Unless defined herein, terms used in this Agreement that are defined in the Conservation Easement shall have the defined meanings as set forth in the Conservation Easement.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, then such holding shall not invalidate or render unenforceable any other provision hereof and the Parties shall immediately renegotiate in good faith such provision to eliminate such invalidity or unenforceability, consistent with the intent of this Agreement.

C. Captions, Titles, and Headings. The captions, titles, and headings used in this Agreement are for convenience only and shall not affect the construction of any terms of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflict of laws.

E. No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, or remedy of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

F. Non-Waiver. Except as may be expressly provided in this Agreement or in a writing signed by the Party against whom a waiver is claimed, the failure of any Party to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any rights hereunder in the future, but the same shall continue and remain in full force and effect.

G. Modification. The provisions of this Agreement, including any exhibits, may be modified only by written agreement duly executed by each Party, or their respective successors or assigns. If any part of the Protected Property has been conveyed such that there is more than one legal owner of the

Protected Property, this Agreement may be amended in part or in whole but such amendment shall be binding only against the portion of the Protected Property whose owner has duly executed the amendment.

H. Entire Agreement. This Agreement sets forth the complete understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by any Party to any other Party, whether oral, written, or in any other form, which may have related to the subject matter hereof, not expressly included herein.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date above written.

PLUM CREEK MAINE
TIMBERLANDS, L.L.C.

BY:_____
Name:_____
Title:_____

AMC MAINE WOODS, INC.

BY:_____
Name:_____
Title:_____

STATE OF MAINE, ACTING BY AND
THROUGH ITS BUREAU OF PARKS
AND LANDS

BY:_____
Name:_____
Title:_____

MAINE COMMUNITY FOUNDATION

BY:_____
Name:_____
Title:_____

EXHIBIT A

ROACHES POND TRACT CONSERVATION EASEMENT

[See Appendix H of the Concept Plan.]

EXHIBIT B

CUSTOMARY ANNUAL MANAGEMENT FEE

	Customary Annual Management Fees as % of Asset Value (In Thousands)					
Fund	**Less than $1,000**	**$1,000 - $2,999**	**$3,000 - $4,999**	**$5,000 - $7,499**	**$7,500 - $9,999**	**Over $10,000**
Organizational Endowment	0.85%	0.75%	0.25%	0.25%	0.25%	0.20%

J

Vehicular Road Easements

1. Spencer Bay Road Easement
2. 57 Mile Road Easement

FILED FOR RECORD AT THE REQUEST OF:
Plum Creek Timber Company, Inc.
999 Third Avenue, Suite 2300
Seattle, WA 98104

File No. _____

SPENCER BAY ROAD EASEMENT

THIS EASEMENT, dated this _____ day of _____, 2008 from PLUM CREEK MAINE TIMBERLANDS, L.L.C., a limited liability company of the State of Delaware, formerly known as SDW Timber II, LLC, whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter called "Grantor," to THE STATE OF MAINE, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022, hereinafter called "Grantee,"

WITNESSETH:

I.

Grantor, for and in consideration of $1.00 and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to existing easements and rights, a permanent, non-exclusive easement and right-of-way for the use of a roadway ("the Roadway"), for Grantee to hold on behalf of the public and for the public's use, in common with Grantor, its successors and assigns, over, upon, along, under, and across the lands in T1 R13 WELS, Lily Bay Twp (TA R14 WELS), Spencer Bay Twp (T1 R14 WELS) and Days Academy Grant, County of Piscataquis, State of Maine, said easement as shown on the attached Exhibit 1 and labeled E1 and E2, incorporated herein by reference. Said easement being twenty-five (25) feet on each side of the centerline of the existing roadway shown on Exhibit 1. The above grant and conveyance is subject to all matters of public record as of the date of this Easement.

II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms, provisions, and conditions:

1. Purpose. The Easement and right-of-way conveyed herein is for all purposes of vehicular (but not including unregistered vehicles, ATV, snowmobile, bicycle or horse) travel by Grantee, and for the public to use for recreational vehicular (but not including unregistered vehicles, ATV snowmobile, bicycle or horse) purposes, to access the land of the Grantee located as shown on Exhibit 1. Grantee shall obtain a road use permit before using the Easement and right-of-way for commercial activity involving heavy trucking, so that the parties can agree upon the condition of the Roadway before and after such commercial activity and that maintenance costs due to a party's commercial use can be allocated appropriately under Section 7 hereof. Grantor shall not unreasonably deny the permit, which shall be issued at no cost to the Grantee. 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 Roadway for commercial recreational purposes. Grantee, its successors and assigns, and the public shall not unreasonably interfere with Grantor's timber

operations and off-highway hauling of timber in the exercise of rights granted under this Easement. All rights granted under this Easement shall be exercised in compliance with applicable laws, regulations and ordinances.

2. Vehicular Parking on Casey's Road. The parties recognize and agree that at the time of execution of this Easement, the existing road segment shown and labeled on Exhibit 1 as Casey's Road approaches but does not extend to Grantee's existing public property located on the shoreline of Moosehead Lake, and does not extend to any public parking lot with public trails or public access to Moosehead Lake. To the extent that the Grantee by acquisition or agreement does not provide for adequate vehicular parking to accommodate public demand for access to Moosehead Lake at the terminus of Casey's Road, Grantor may take measures reasonably necessary to limit or manage public vehicular access to or parking at the terminus of Casey's Road in order to prevent unreasonable interference with its reserved rights under this Easement.

3. Relocation. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate said Roadway 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.

4. Road Crossing. Grantor 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, said rights-of-way and to use the Roadway on said rights-of-way in a manner that will not unreasonably interfere with the rights granted herein.

5. Gates and Closures. It is the intent of Grantor to afford recreational vehicular access along the Roads described herein at all reasonable times, but Grantor retains the right, at its discretion (at any time and from time to time), to temporarily post, gate and close such Roads for any purpose associated with its timber management operations, including but not limited to public safety or environmental concerns. Grantor shall notify Grantee of the reason and anticipated duration of any such posting, gating or closing. Grantee shall have the right to limit public access under this grant and Easement for the purpose of limiting damage to the Roads and adjacent property and resources, to protect public safety and in the interest of recreation management.

6. Third Parties. Grantor may grant to third parties, by easement, 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 in paragraph 1, 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.

7. Maintenance. Grantee recognizes that the Roadway has been constructed and maintained for logging and other administrative purposes and Grantee accepts this Easement over the Roadway in AS IS condition and with all faults. Grantee's exercise of the rights granted hereunder shall not interfere with Grantor's forestry or other operations. Grantor and Grantee shall each be entitled to maintain the Roadway, but no party has an obligation to maintain the Roadway for the benefit of any other public user of the Roadway. Each party is responsible for performing such maintenance as relates solely to that party's own use, if any, of the Roadway. Grantee must obtain the approval from Grantor prior to conducting any maintenance, construction or reconstruction activities.

8. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements, including maintenance, construction and reconstruction, to said Roadway 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 in Section 7, above, to perform such maintenance as relates solely to that party's own use, if any, of the Roadway.

9. Right-of-Way Timber. Grantor reserves unto itself all timber now on or hereafter growing within the right-of-way described herein.

10. Insurance. Grantee's contractors, before undertaking any improvements, including maintenance, construction or reconstruction of the Roadway, shall obtain and maintain during such periods of Roadway improvements, liability insurance issued in a form and by an insurance company acceptable to Grantor. Coverage requirements shall be as customarily carried by commercial road users in the area but not less than as follows:

(a) Worker's Compensation Insurance.

(b) Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

$2,000,000 – General Aggregate;
$2,000,000 – Products – Comp/OPS Aggregate;
$1,000,000 – Personal and Advertising Injury;
$1,000,000 – Each Occurrence;
$300,000 – Fire Damage (any one fire); and
$10,000 – Medical Expense (any one person).

(c) Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident.

(d) The policies specified above shall include an endorsement which shall name Grantor and Plum Creek Timber Company, Inc., together with all of its subsidiaries (collectively, "Plum Creek"), as additional insureds on a primary basis. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording) **or** Contractor must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance of the work performed.

(e) The policies specified above shall include an endorsement which shall provide that Plum Creek will be given a 30-day written notice at Suite 4300, 999 Third Avenue, Seattle, Washington 98104-4096, prior to cancellation or material change in the policy.

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

(g) All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee and its contractor(s), to the extent that they are involved in the exercise of rights granted herein, and to protect Grantor against the claims of third persons, and to cover claims by Grantor against Grantee's contractor(s).

(h) Prior to commencement of any work to be performed in the exercise of rights granted herein, Grantee or its contractor(s) shall deliver to Grantor a certificate of insurance from the insurer(s) of Grantee's agent or contractor certifying that coverage in not less than the above amounts is in force. The certificate(s) of insurance shall be submitted for Grantor's approval, which approval shall not be unreasonably withheld, as to the insurance company writing the same, the amount of coverage and the form. Grantor reserves the right to require a certified copy of the policy, or to examine the policy itself.

11. Liability for Public Use; Termination of Easement by Grantor. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14

M.R.S.A. Section 159-A, *et seq*. as amended and successor 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 Grantor 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, Grantor shall notify Grantee in writing, describing the nature of the change in liability (and if prospective, the expected date of the change). Until such time as Grantee 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, Grantor may, by advance, written notice to Grantee, limit the rights granted herein to use of the Roadway by the Grantee for administrative purposes only, and Grantor may prohibit vehicular access across such Roadway by the public from the date of such notice until such time as such equivalent protection is afforded to Grantor. Within 60 days following the notice, representatives of the Grantor and the Grantee 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 Grantor's written notice, the rights granted in this Easement shall terminate upon Grantor's recording of a notice of termination in the Registry of Deeds.

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

13. Termination. If Grantee determines that the Roadway, or any segment thereof, is no longer needed, Grantee may terminate this Easement by recording Notice of Termination in the proper registry of deeds, provided, however, that such termination shall not relieve Grantee of obligations under this Easement that arose prior to termination.

14. 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.

15. 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):

Grantor:
Plum Creek Maine Timberlands, L.L.C.
49 Mountain Avenue
Fairfield, Maine 04937
Attn: General Manager
Telephone: 207-453-2527
Facsimile: 207-453-2963

With a copy to:
Plum Creek Timber Company, Inc.
999 Third Avenue, Suite 4300
Seattle, Washington 98104
Attn: General Counsel
Telephone: 206-467-3600
Facsimile: 206-467-3799

Grantee: State of Maine
Department of Conservation
22 State House Station
Augusta, Maine 04333-0022
Attn: _____
Facsimile: _____
Telephone: _____

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.

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

17. Sovereign Immunity. Nothing in this Easement shall be construed as a waiver of Grantee's sovereign immunity.

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

GRANTOR:

Attest: **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**

By:_____ By: _____
Name:
Title:

GRANTEE:

THE STATE OF MAINE
Department of Conservation
Bureau of Parks and Lands

By:_____ By: _____
Willard R. Harris
Its Director

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this ____ day of _____, before me personally appeared _____ and to me known to be the _____ and Assistant Secretary, respectively, of Plum Creek Maine Timberlands, L.LC., 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 they were 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: _____
My commission expires: _____
Printed name: _____

CONSENT OF COMM1SSIONER

Pursuant to Title 12 M.R.S.A. Section 1836(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing Easement. Executed this _____ day of _____, 2008.

STATE OF MAINE
Department of Conservation

By: _____
Patrick K. McGowan, its Commissioner

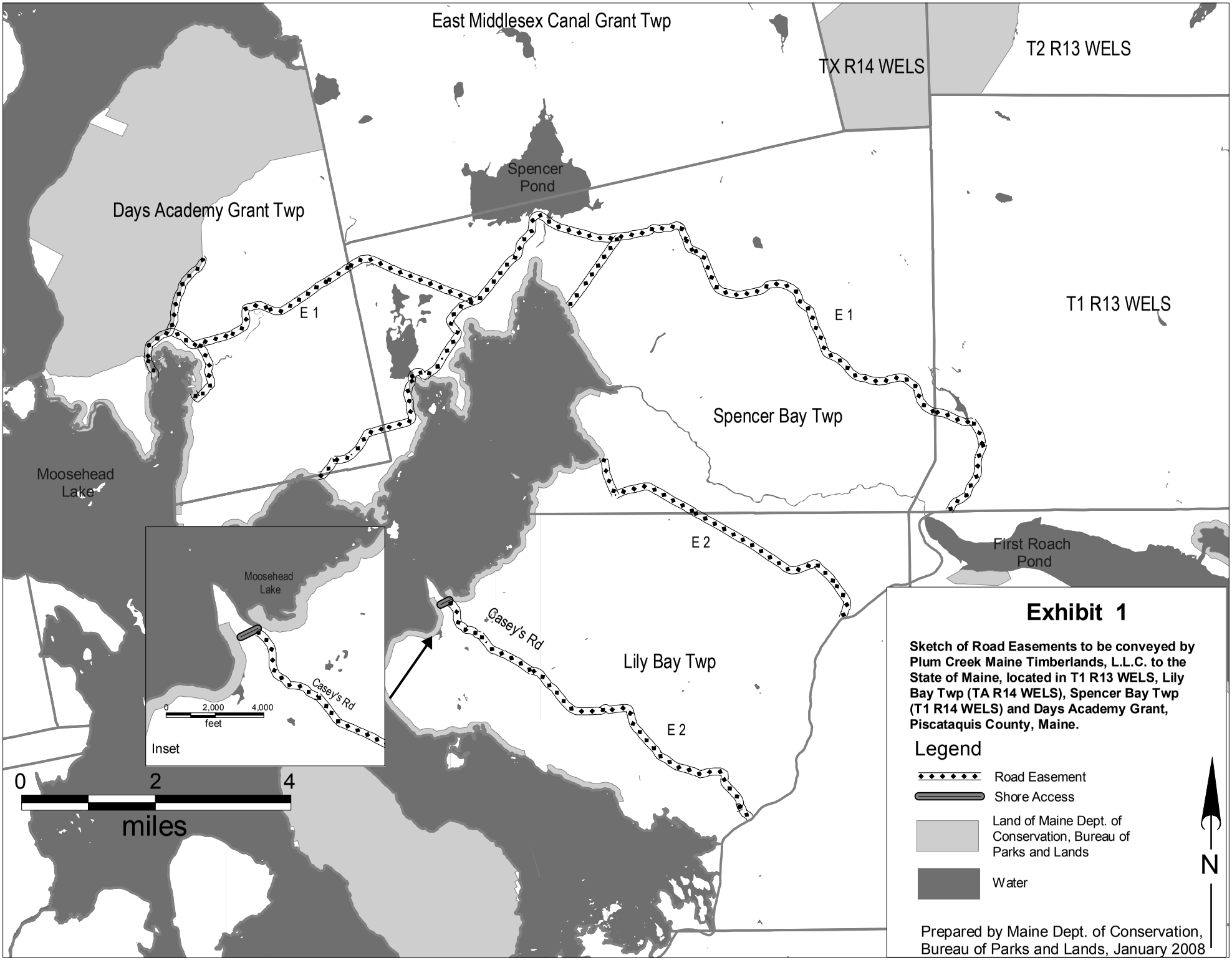
STATE OF MAINE
COUNTY OF KENNEBEC Date: _____

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

Before me,

_____

Notary Public/Attorney at Law
Print name: _____
My commission expires: _____
Seal:


East Middlesex Canal Grant Twp
TX R14 WELS
T2 R13 WELS
Spencer Pond
Days Academy Grant Twp
E 1
E 1
T1 R13 WELS
Spencer Bay Twp
Moosehead Lake
E 2
First Roach Pond
Casey's Rd
Lily Bay Twp
E 2
Moosehead Lake
Casey's Rd
0 2,000 4,000
feet
Inset
0 2 4
miles
Exhibit 1
Sketch of Road Easements to be conveyed by Plum Creek Maine Timberlands, L.L.C. to the State of Maine, located in T1 R13 WELS, Lily Bay Twp (TA R14 WELS), Spencer Bay Twp (T1 R14 WELS) and Days Academy Grant, Piscataquis County, Maine.
Legend
Road Easement
Shore Access
Land of Maine Dept. of Conservation, Bureau of Parks and Lands
Water
N
Prepared by Maine Dept. of Conservation, Bureau of Parks and Lands, January 2008

FILED FOR RECORD AT THE REQUEST OF:
Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 4300
Seattle, WA 98104

File No. _____

57 MILE ROAD EASEMENT

THIS EASEMENT, dated this _____ day of _____, from PLUM CREEK MAINE TIMBERLANDS, L.L.C., a limited liability company of the State of Delaware, formerly known as SDW Timber II, L.L.C., whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104, hereinafter called "Grantor," to THE STATE OF MAINE, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022, hereinafter called "Grantee."

WITNESSETH:

I.

Grantor, for and in consideration of $1.00 and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to existing easements and rights, a permanent non-exclusive easement and right-of-way for Grantee's administrative use and for Grantee to hold on behalf of the public for public recreational vehicular use of existing roadways (the "Roads") in common with Grantor, and its successors and assigns, over, upon, along, and across certain lands of the Grantor located in the County of_____, State of Maine, described and shown on Exhibit "1" attached hereto and incorporated herein by this reference as though fully set forth. Said easement shall be twenty-five (25) feet on each side of the centerline of the Roads shown on such Exhibit "1." The easement grant and conveyance described herein is made subject to all matters of public record as of the date of this Easement and to all terms and conditions contained herein. This Easement is intended to be appurtenant to lands owned by Grantee at the time of this grant and none other.

II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms, provisions, and conditions:

1. Purpose. The Easement and right-of-way conveyed herein is for the sole purposes of providing vehicular (but not including ATV, snowmobile, bicycle or horse) use for Grantee's administrative purposes and for the public to use for recreational vehicular purposes over, along and across the Roads set forth on Exhibit "1." Nothing contained herein is intended to allow Grantee or its successors and assigns or any other entity or member of the public to use the Roads and easement grant described herein for commercial purposes. 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 Roads and easement grant described herein for commercial recreational purposes.

2. Relocation. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate said Roads subject to the condition that, except for distance and curvature, such relocated Road provides the same type and quality of roadway as exists at the time of such relocation.

3. Road Crossing and Use. Grantor 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, said rights-of-way and to use the Roads on said rights-of-way in a manner that will not unreasonably interfere with the rights granted herein. Grantee and its successors and assigns shall have the right to use the easement rights in accordance with this grant, provided that such use shall not unreasonably interfere with Grantor's timber operations and off public highway hauling of timber. Grantee's and the public's use of the easement rights shall at all times be in compliance with applicable laws, regulations and ordinances.

4. Fees. Notwithstanding anything to the contrary contained herein, Grantee acknowledges and agrees that in connection with the grant of this Easement, Grantor or its agents shall not charge the public fees for recreational use of the Roads. However, Grantor expressly reserves the right to charge fees for the use of the Roads for commercial activities, including without limitation, fees for the use of the Roads for transportation of forest products. Grantor further reserves the right to charge the public fees in an amount in Grantor's reasonable estimation (after consulting with Grantee and with the consent of Grantee such consent not to be unreasonably withheld) that will recompense Grantor for the costs of any or all of (a) maintaining the Roads related to the public's share of the use of the Road (to the extent that the Grantee does not carry out such maintenance or does not otherwise recompense the Grantor), (b) obtaining liability insurance, (c) recreational management, and (d) providing the services and facilities required to administer and collect these fees. Grantor may assign the right to charge such fees to the State of Maine or other entity that assumes responsibility for the items described in clauses (a) – (d).

5. Gates and Closures. It is the intent of Grantor to afford recreational vehicular access along the Roads described herein at all reasonable times, but Grantor retains the right, at its discretion (at any time and from time to time), to temporarily post, gate and close such Roads for any purpose associated with its timber management operations, including but not limited to public safety or environmental concerns. Grantor shall notify Grantee of the reason and anticipated duration of any such posting, gating or closing. Grantee shall have the right to limit public access under this grant and Easement for the purpose of limiting damage to the Roads and adjacent property and resources, to protect public safety and in the interest of recreation management.

6. Third Parties. Grantor may grant to third parties, by easement, 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 pursuant to paragraph 1, 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 hereunder.

7. Maintenance. Grantee recognizes that the Roads have been constructed and maintained for logging and other administrative purposes and Grantee accepts this Easement in AS IS condition and with all faults. Grantee's exercise of the rights granted hereunder shall not interfere with Grantor's forestry or other operations. Grantor and Grantee shall each be entitled to maintain the Roads, but no party has an obligation to maintain the Roads for the benefit of any other public user of the Roads. Maintenance elected to be done by Grantee on behalf of the public shall be conducted by Grantee and not by any third party other than Grantee's agents or contractors. Each party is responsible for performing such maintenance as relates solely to that party's own use, if any, of the Roads. Grantee must obtain the approval from Grantor prior to conducting any maintenance, construction or reconstruction activities.

8. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements, including maintenance, construction and reconstruction, to said Roads in advance of such improvements being made, the cost of said improvements shall be borne solely by the improving party. In addition, unless otherwise agreed between the parties, any increased maintenance costs associated with Road improvements shall be borne by the party making the improvements. Nothing in this Section may be construed as relieving either party of its responsibility, as set forth in Section 7, above, to perform such maintenance as relates solely to that party's own use, if any, of the Roads.

9. Right-of-Way Timber. Grantor reserves unto itself all timber now on or hereafter growing within the rights-of-way described herein.

10. Insurance. Grantee's contractors, before undertaking any improvements, including maintenance, construction or reconstruction, on any of the Roads, shall obtain and maintain during such periods of road improvements liability insurance issued in a form and by an insurance company acceptable to Grantor.

Coverage requirements shall meet the following minimum requirements:

(a) Worker's Compensation Insurance.

(b) Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

$2,000,000 – General Aggregate;
$2,000,000 – Products – Comp/OPS Aggregate;
$1,000,000 – Personal and Advertising Injury;
$1,000,000 – Each Occurrence;
$300,000 – Fire Damage (any one fire); and
$10,000 – Medical Expense (any one person).

(c) Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident.

(d) The policies specified above shall include an endorsement which shall name Grantor and Plum Creek Timber Company, Inc., together with all of its subsidiaries (collectively, "Plum Creek"), as additional insureds on a primary basis. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording) **or** Contractor must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance of the work performed.

(e) The policies specified above shall include an endorsement which shall provide that Plum Creek will be given a 30-day written notice at Suite 4300, 999 Third Avenue, Seattle, Washington 98104-4096, prior to cancellation or material change in the policy.

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

(g) All such insurance shall be in a form and company acceptable to Grantor sufficient to protect Grantee and its contractor(s), to the extent that they are involved in the exercise of rights granted herein, and to protect Grantor against the claims of third persons, and to cover claims by Grantor against Grantee's contractor(s).

(h) Prior to commencement of any work to be performed in the exercise of rights granted herein, Grantee or its contractor(s) shall deliver to Grantor a certificate of insurance from the insurer(s) of Grantee's agent or contractor certifying that coverage in not less than the above amounts is in force. The certificate(s) of insurance shall be submitted for Grantor's approval, which shall not unreasonably be withheld, as to the insurance company writing the same, the amount of coverage and the form. Grantor reserves the right to require a certified copy of the policy, or to examine the policy itself.

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

12. Termination. If Grantee determines that use of any of the Roads described herein, or any segment thereof, is no longer needed, Grantee may terminate the Easement with respect to such Road or segment by filing a Notice of Termination in the proper registry of deeds, provided, however, that such termination shall not relieve Grantee of obligations under this Easement that arose prior to termination.

13. Liability for Public Use; Termination of Easement by Grantor. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, *et seq*. as amended and successor 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 Grantor 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, Grantor shall notify Grantee in writing, describing the nature of the change in liability (and if prospective, the expected date of the change). Until such time as Grantee or a third party is able to provide protection from liability that is equivalent to that which existed at the time of execution the of this Easement, Grantor may, by advance written notice to Grantee, limit the rights granted herein to use of the Roads by the Grantee for administrative purposes only, and Grantor may prohibit vehicular access across such Roads by the public from the date of such notice until such time as such equivalent protection is afforded to Grantor. Within 60 days following the notice, representatives of the Grantor and the Grantee shall meet to discuss mutually agreeable arrangements that, if implemented, would result in reduction of such liability to a 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 good faith 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 Grantor's written notice, the rights granted in this Easement shall terminate upon Grantor's recording of a notice of termination in the Registry of Deeds.

14. 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. Grantor and Grantee further acknowledge that the exercise of certain rights granted herein may be suspended or terminated by Grantor or Grantee under certain conditions as described in Sections 12 and 13, above.

15. 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):

Grantor:	Plum Creek Maine Timberlands, L.L.C. 49 Mountain Avenue Fairfield, Maine 04937 Attn: General Manager Telephone: 207-453-2527 Facsimile: 207-453-2963
With a copy to:	Plum Creek Timber Company, Inc. 999 Third Avenue, Suite 4300 Seattle, Washington 98104 Attn: General Counsel Telephone: 206-467-3600 Facsimile: 206-467-3799
Grantee:	State of Maine Department of Conservation 22 State House Station Augusta, Maine 04333-0022 Attn: _____ Facsimile: _____ Telephone: _____

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.

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

17. Sovereign Immunity. Nothing in this Easement shall be construed as a waiver of Grantee's sovereign immunity.

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

GRANTOR:

Attest: **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

GRANTEE:

THE STATE OF MAINE
Department of Conservation
Bureau of Parks and Lands

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this _____ day of _____, before me personally appeared _____ and to me known to be the _____ and Assistant Secretary, respectively, of Plum Creek Maine Timberlands, L.LC., 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 they were 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: _____
My commission expires: _____
Printed name: _____

CONSENT OF COMM1SSIONER

Pursuant to Title 12 M.R.S.A. Section 1836(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing Road and Utility Easement. Executed this _____ day of _____, _____.

STATE OF MAINE
Department of Conservation

By: _____

STATE OF MAINE
COUNTY OF KENNEBEC

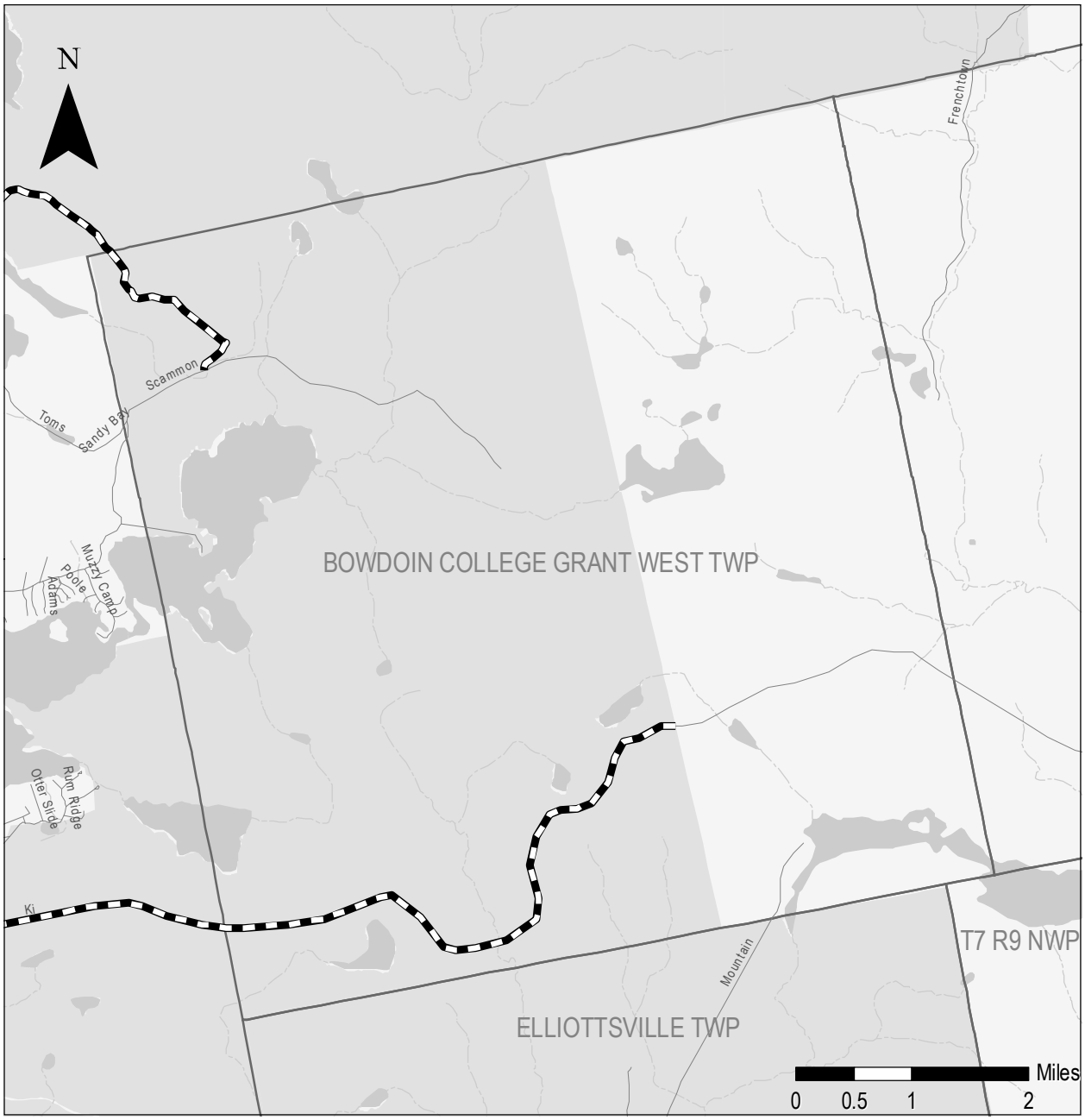
Date: _____

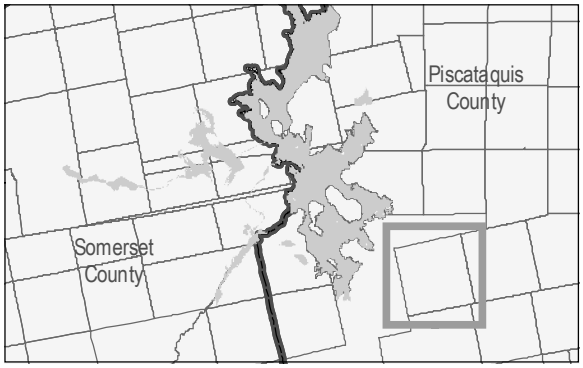
Then personally appeared the above-named _____, Commissioner of the Maine Department of Conservation and acknowledged the execution of the within Consent of Commissioner as his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,

_____
Notary Public/Attorney at Law
Print name: _____
My commission expires: _____
Seal:

Exhibit 1 (page 1 of 10)





Bowdoin College Grant West Township

Piscataquis County

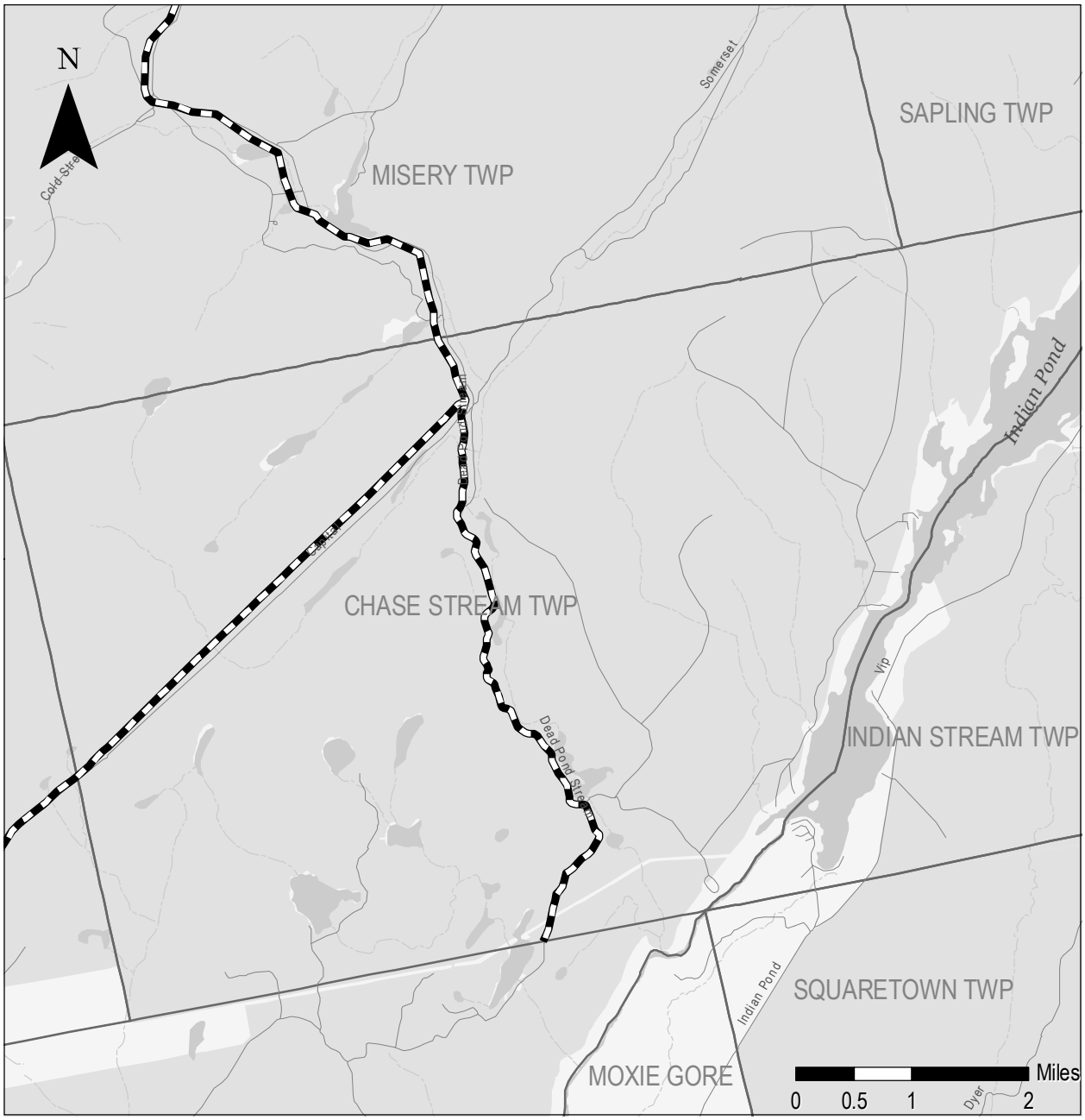
57 Mile Road Easements

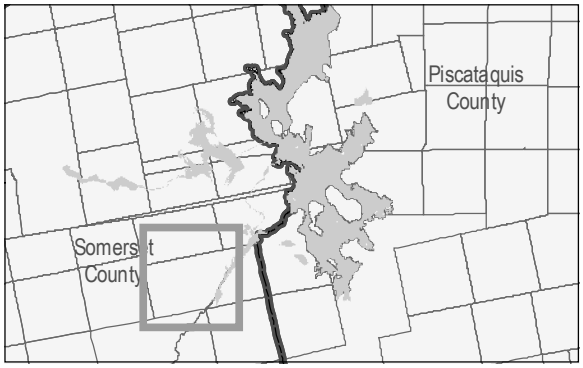
Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

Exhibit 1 (page 2 of 10)





Chase Stream Township

Somerset County

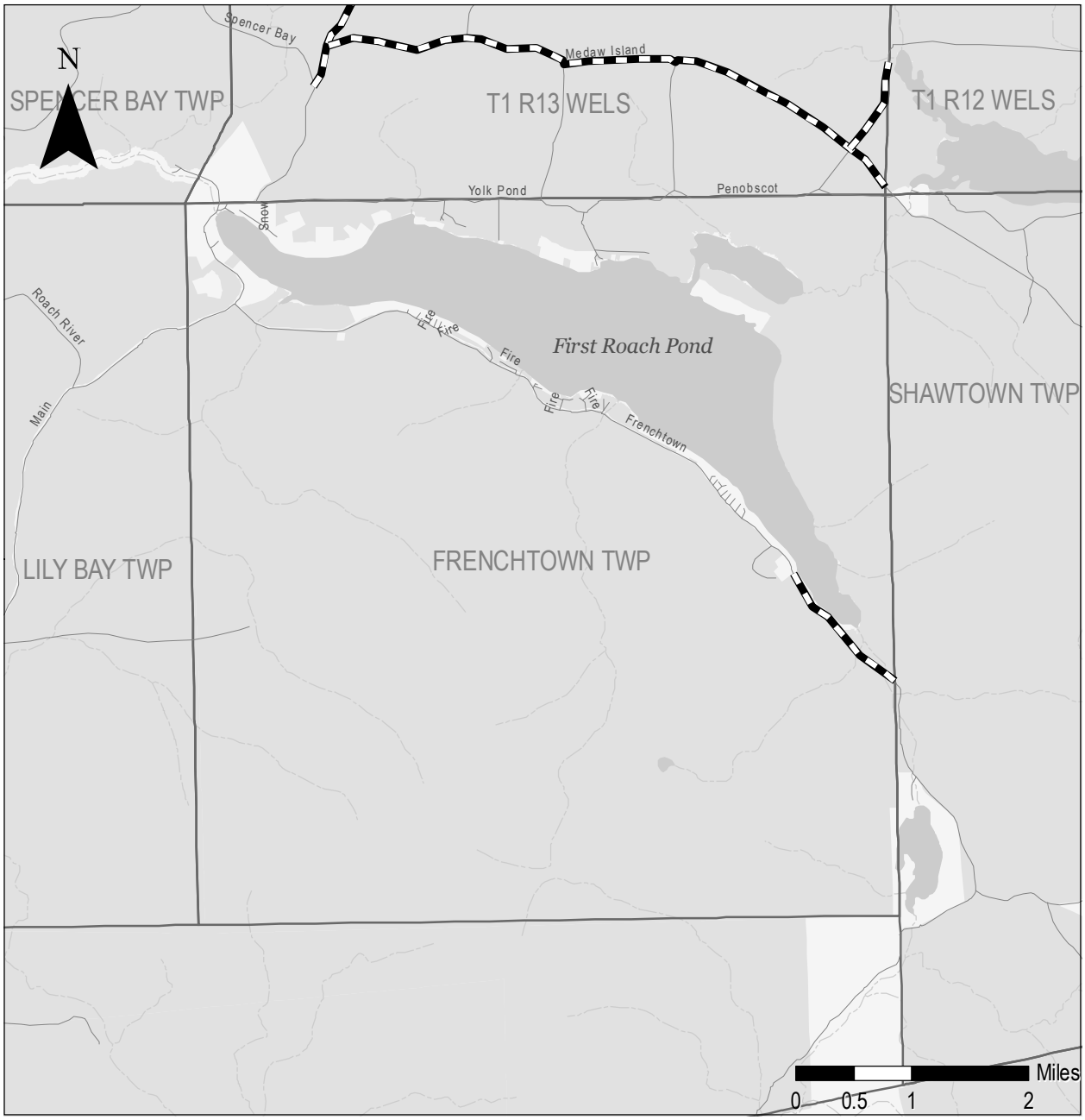
57 Mile Road Easements

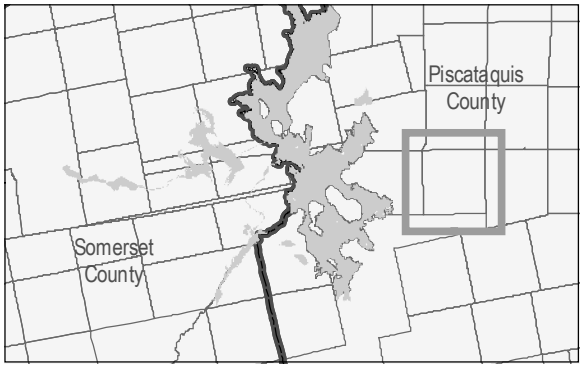
Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

Exhibit 1 (page 3 of 10)





Frenchtown Township

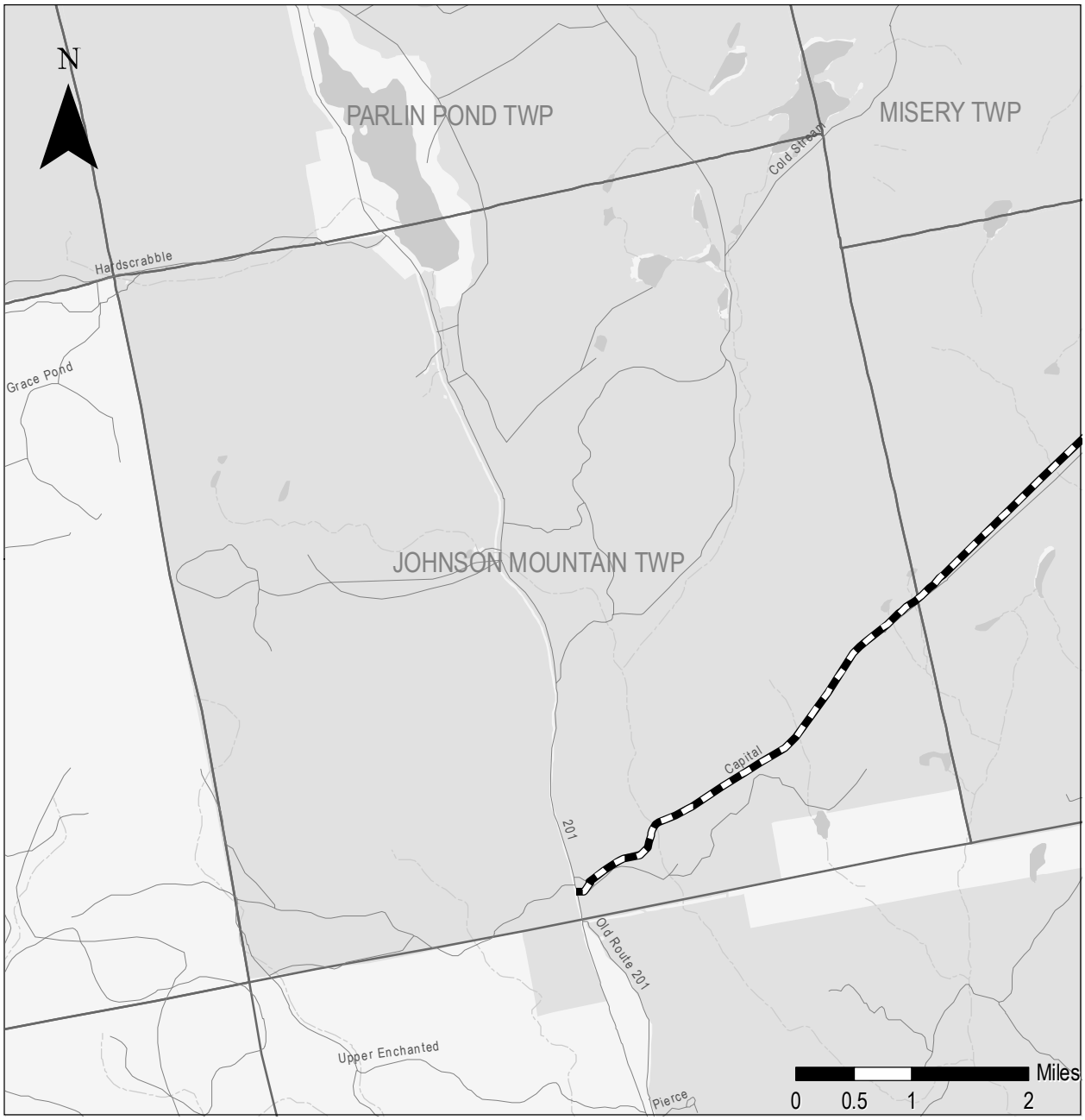
Piscataquis County

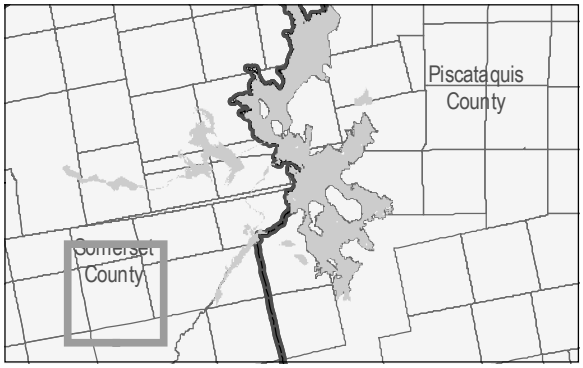
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





Johnson Mountain Township

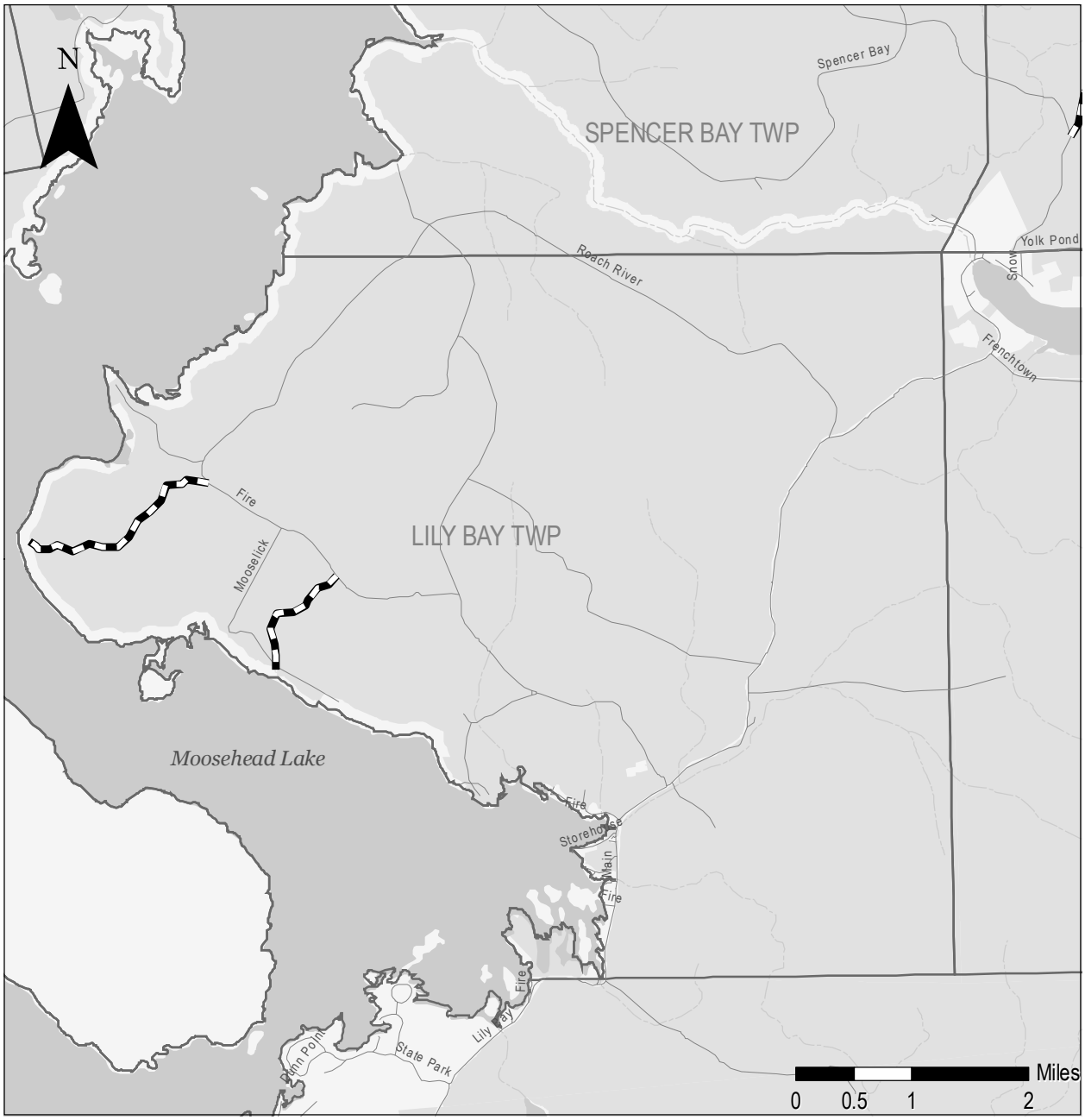
Somerset County

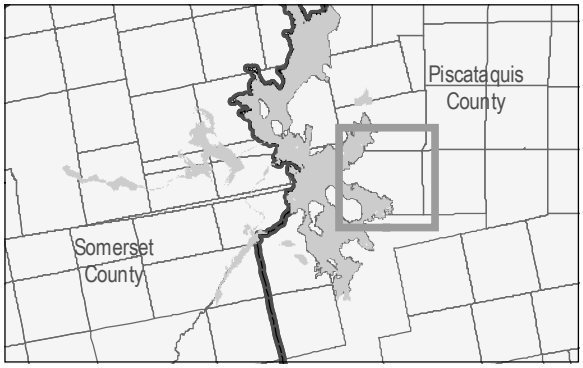
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





Lily Bay Township

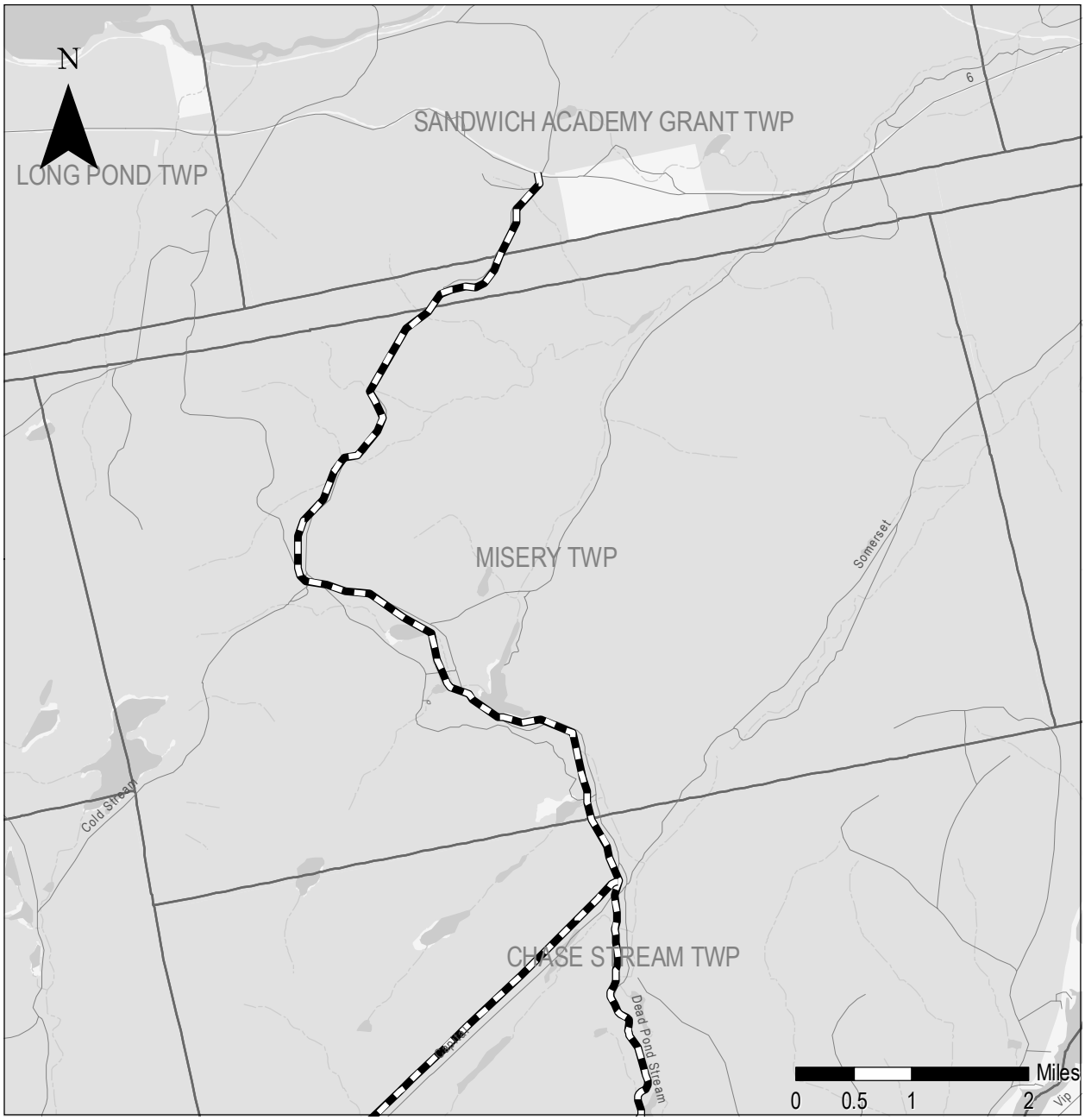
Piscataquis County

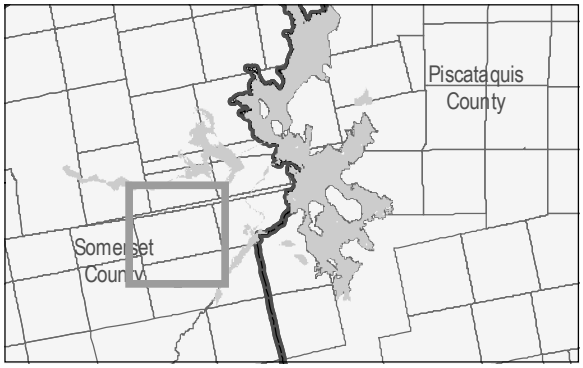
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





Misery Township

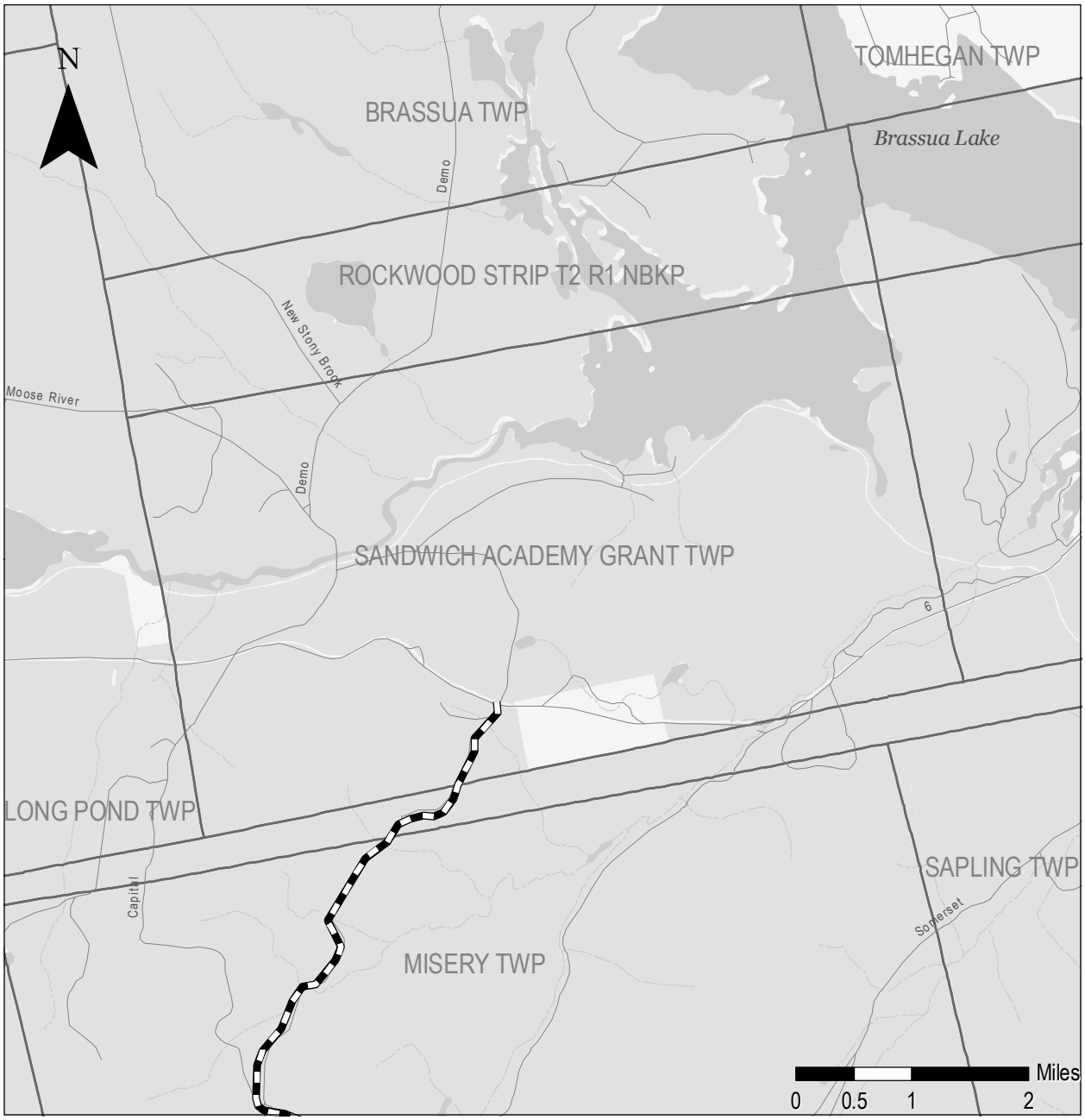
Somerset County

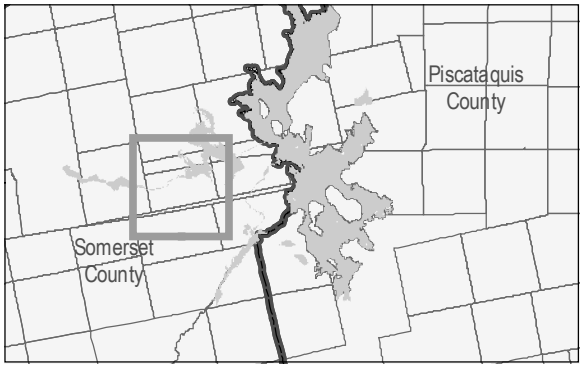
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





Sandwich Academy Grant Township

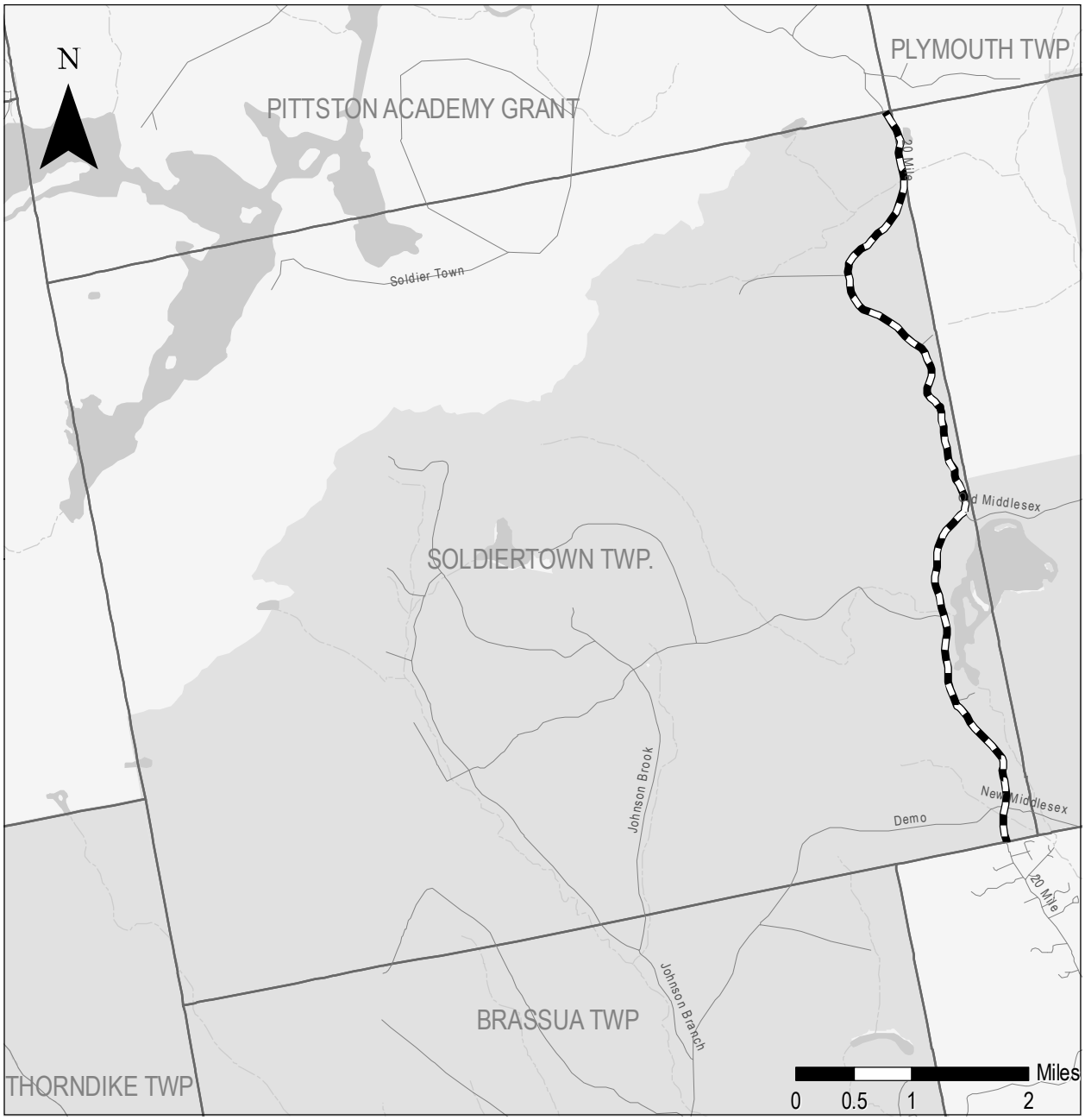
Somerset County

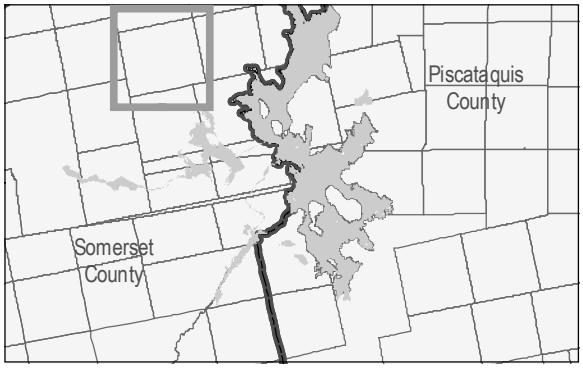
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





Soldiertown Township

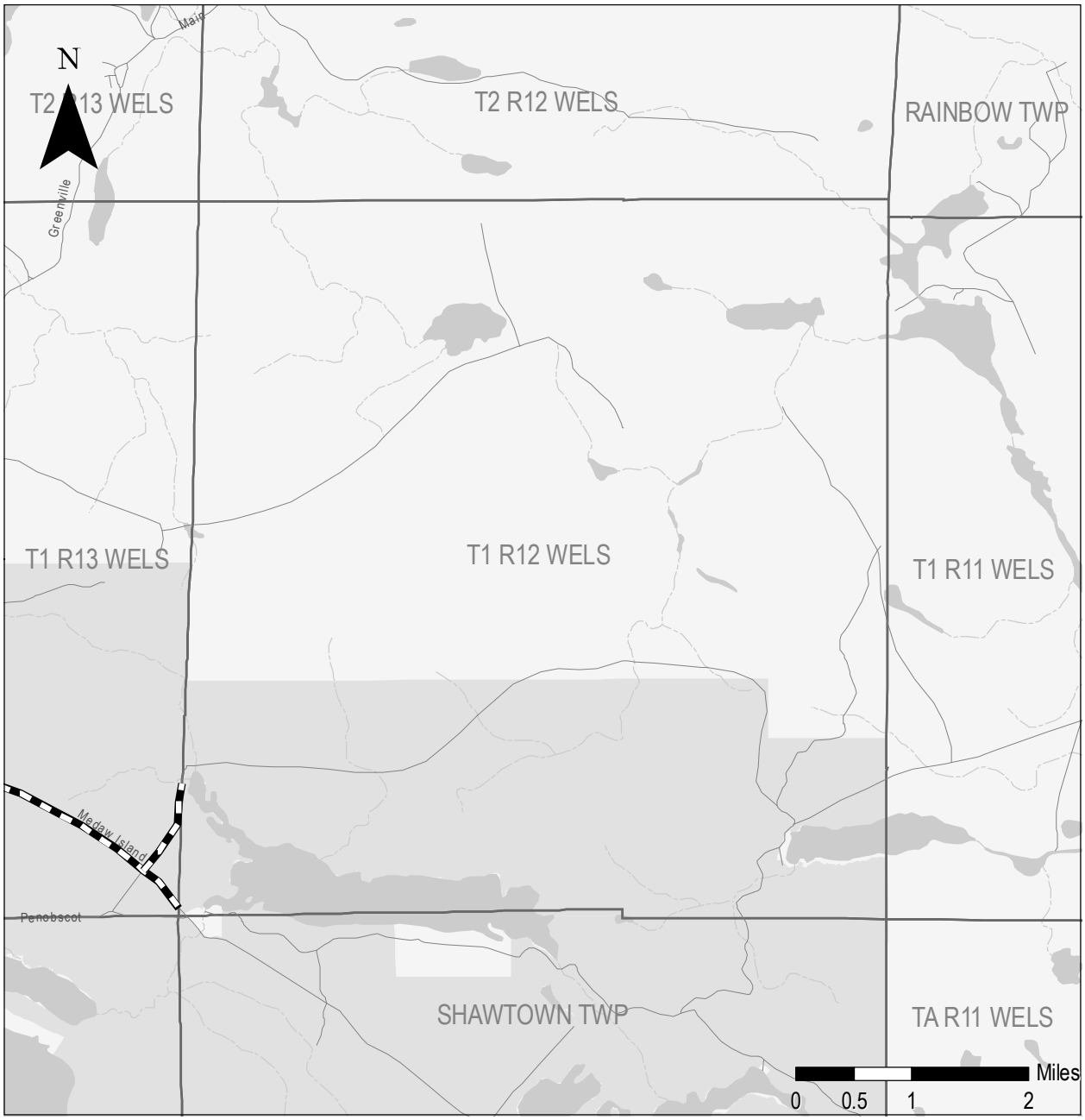
Somerset County

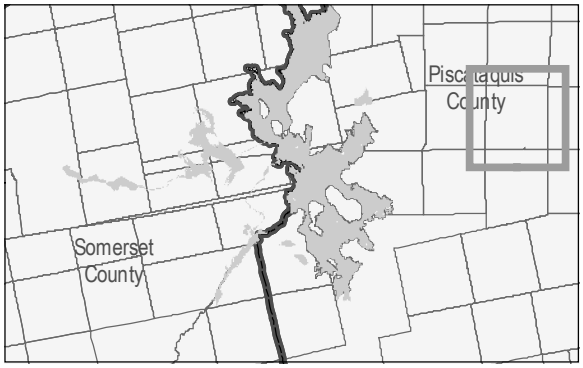
57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009





T1 R12 WELS

Piscataquis County

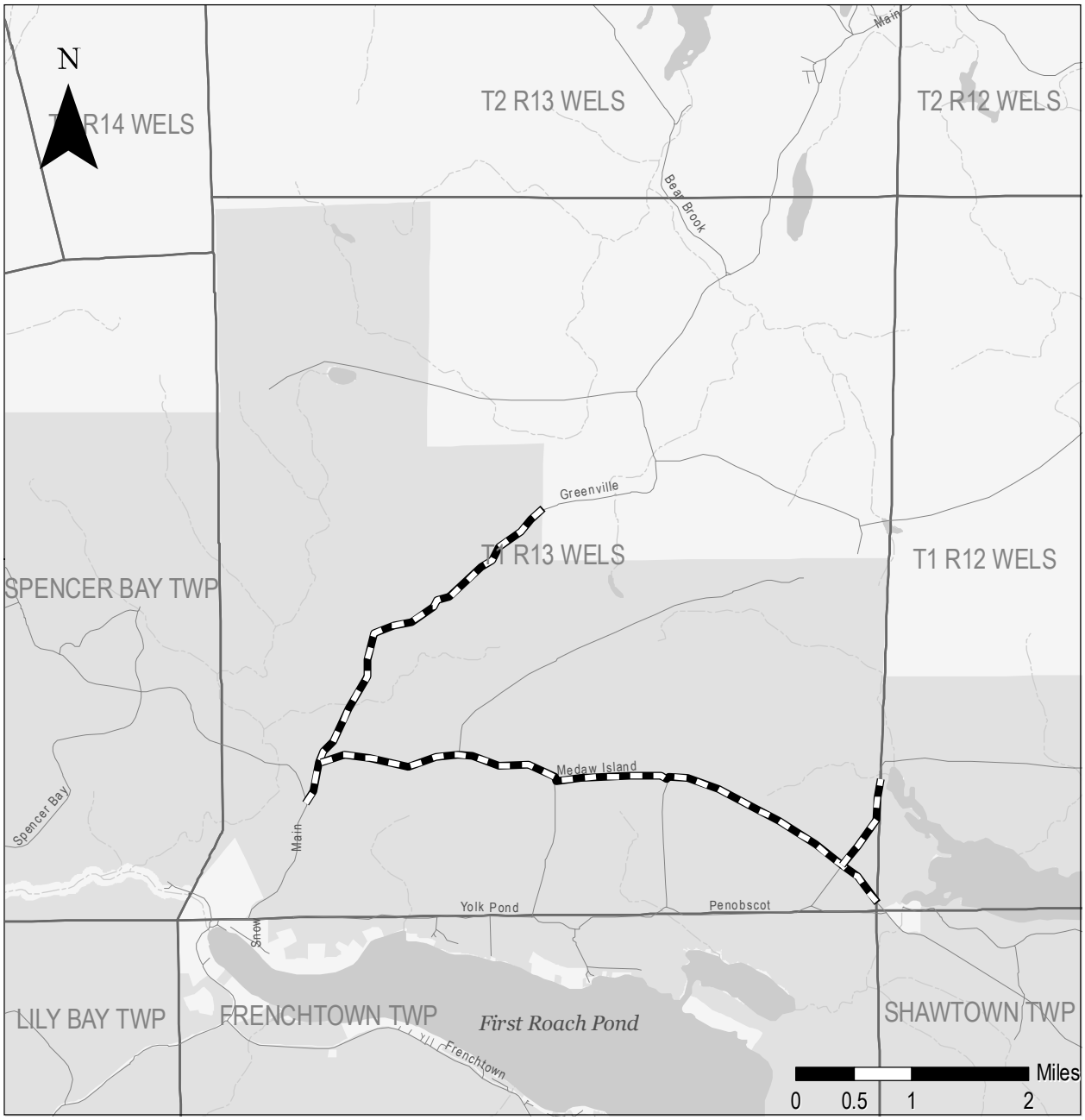
57 Mile Road Easements

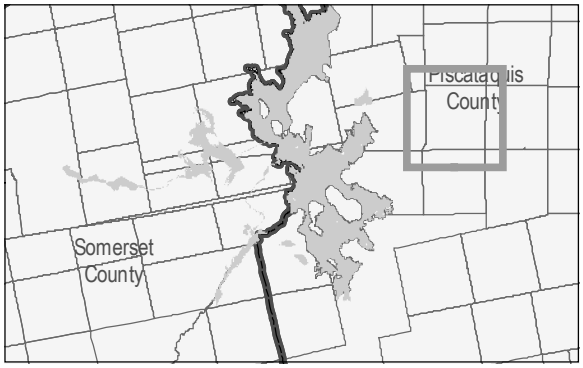
Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

Exhibit 1 (page 10 of 10)





T1 R13 WELS

Piscataquis County

57 Mile Road Easements

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

K

Snowmobile Trail Easement

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

SNOWMOBILE TRAIL EASEMENT

THIS SNOWMOBILE TRAIL EASEMENT (the "**Snowmobile Easement**") is made as of , 200_, by and between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the "**Grantor**," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) and **THE STATE OF MAINE**, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022, hereinafter called "**Grantee**" which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns).

Subject to the terms of this Snowmobile Easement, Grantor grants to Grantee with QUITCLAIM COVENANT, in perpetuity, an easement for reconstruction, public use, and maintenance of a Snowmobile trail (hereinafter, the "**Trail**"), said easement being twenty (20) feet in width, and lying ten feet on each side of the center line as currently existing on the ground and as described in **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to accommodate and protect the Trail (e.g., cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches) (the "**Easement Area**"). The location of the Trail is generally depicted in **Exhibit B**, attached hereto and made a part hereof.

The purpose of this Snowmobile Easement is to allow the Grantee, at its option, to maintain and repair, and to allow the public to utilize in perpetuity, the Trail for a recreational Snowmobile trail as part of the Maine Interconnected Trail System ("**ITS Trail**"). Allowed uses shall include snowmobiling and activities related thereto, including without limitation grooming and trail maintenance. It is the intent of this Snowmobile Easement that the current Trail location shown on Exhibit B is not permanently fixed but that the parties will agree upon a permanently fixed location within ten (10) years of the date upon which this Snowmobile Easement is recorded, and in the event that such location is established, the parties will sign an amendment to this Snowmobile Easement memorializing the permanent location and thereafter the Trail location will remain essentially fixed except in those cases set forth below. Until such time as an agreement may be reached and this Snowmobile Easement is thereafter amended in a writing signed by both parties and recorded, this Snowmobile Easement applies in perpetuity to the property described on Exhibit A and generally depicted on Exhibit B. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly described on Exhibit A and generally depicted on Exhibit B. The following are guidelines for considering new proposed locations for the Trail: the location (i) is within the greater Moosehead Lake Region; (b) is consistent with public safety goals, laws, rules and regulations, protection of critical habitat and environmentally sensitive areas, Grantor's Forest Management Activities and Grantor's other reserved uses, (c) provides continuity with trails on adjacent properties and properties of Grantor, (d) is in areas which are

recreationally valuable or provide continuity to those that are, (e) is in areas that allow for construction and maintenance at reasonable cost and (f) has the approval of all required third parties.

This grant is made subject to the following provisions:

1. Public Snowmobile Easement.

A. Use. Subject to the rights and obligations of the parties herein, this Easement creates a perpetual public right, to be held by the Grantee for the public's benefit, to enter upon and make use of the Trail for uses described above, and Grantee or its designee, at its option, but without obligation to do so, shall have the perpetual right to enter upon the Trail to perform trail maintenance, repair, reconstruction and relocation, and such other uses consistent herewith. It is the intent of the parties that the Trail will be supervised, maintained and repaired by the local, regional and state-wide Snowmobile clubs, not Grantor or Grantee.

B. Condition of the Easement Area. Grantee accepts the Easement Area in "AS IS" and "WHERE IS" condition, without warranties, and with all faults including but not limited to latent and patent defects. Grantee waives all warranties, express or implied regarding the condition and use of the Easement Area. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (i) any state of facts which an accurate survey or physical inspection or soil testing of the Easement Area might show; (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee acknowledges that portions of the Easement Area may now be or in the future may become subject to other easements, including conservation easements granted to third party users. Grantee shall use commercially diligent efforts to not disturb any irrigation lines, utilities or other facilities, if any, located on the Easement Area. There shall not be any interruptions to a conservation easement holder's or Grantor's access to the Property.

C. Trail Location, Cutting and Maintenance. The location of the Trail is described and depicted on Exhibit A and Exhibit B (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Snowmobile Easement shall include those rights reasonably necessary for or incident to the maintenance, relocation, reconstruction and/or repair of the Trail, including the right to erect directional and/or informational signs or to otherwise mark the Trail. Use and maintenance of the Trail shall be subject to reasonable Rules and Regulations from time to time adopted pursuant to **Section 1(D),** below. The Trail shall be generally left in an unimproved state (other than the construction of the actual trail bed and travel surface, and any bridges, culverts, and other improvements related thereto), and in no event shall any Trail be paved by Grantee with any asphalt, concrete, impervious recycled material, or other impervious surface.

D. Rules and Regulations Concerning Public Use and Maintenance. The right of the public to use the Trail and the rights of Grantee as to trail oversight, reconstruction, maintenance and repair are subject to the reserved right of Grantor, following meaningful opportunity to comment by Grantee (except in the case of an emergency), to establish and modify from time to time, reasonable rules and regulations (the "Rules and Regulations"). Such Rules and Regulations may be for the conservation and protection of the Trail, including its continuity with trails on adjacent property, and the adjacent property of Grantor, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's Forest Management Activities and other reserved uses hereunder. Such rules will not unreasonably interfere with the continuity of and Grantee's use of the Trail. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trail, use by the public, use by domesticated animals, pets or bicycles,

and/or posting signs or cutting trees or other vegetation. This Snowmobile Easement does not permit the following uses by Grantee or the public within the Easement Area: motorized vehicles other than Snowmobiles (and, in the sole discretion of Grantor All Terrain Vehicles ("ATVs")), camping and open fires. Notwithstanding the foregoing, motorized activities including ATVs are permitted for trail construction, maintenance and search and rescue activities.

E. Construction and Use Standards. All construction, reconstruction, maintenance and repair work to the Easement Area shall be known herein collectively as the "**Work.**" Grantee shall be responsible for obtaining all permits for the Work and permitted uses of Trail from all federal, state or local authorities with jurisdiction over Trail or any part thereof. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other reasonable standards as Grantor may from time-to-time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld. Grantee will obtain and deliver to Grantor copies of any and all certificates and permits of satisfactory completion and/or acceptance relative to the Work. Grantee agrees to secure the Easement Area in a safe condition, including, if necessary, the installation of a temporary fence. Grantee will cause all Work to be designed in a professional manner and will follow all reasonable and prudent fire safety standards. Once any Work is commenced, Grantee shall thereafter use good faith and diligent efforts to complete the Work in a timely manner in accordance with a written construction schedule. All Work shall be performed in a professional manner using good workmanship and new, quality materials in accordance with Grantor approved plans and specifications and in accordance with any and all laws.

F. Construction Notice and Timing. Grantee shall regularly and consistently coordinate with Grantor regarding the status of the Work performed under this Agreement. At least thirty (30) days before Grantee or its agents performs any Work, except routine Trail maintenance, on or within the Easement Area, Grantee shall provide Grantor with written notice. No Work may be performed when the soils or conditions are inappropriate for such Work. Notwithstanding the above, emergency repairs may be performed without prior notice to Grantor and at any time, so long as the party making such emergency repairs uses diligent and good faith efforts to contact Grantor as soon as possible. Grantee will provide Grantor with a schedule of its significant construction activities.

G. Restoration Following Work. Upon completion of any Work, Grantee, at its sole cost and expense, shall clean-up and remove all debris and waste and restore to the extent practicable any property disturbed by the Work to its previous aesthetic condition and/or to a different aesthetic condition acceptable to Grantor (which acceptance shall not be unreasonably withheld) (the "**Restoration Work**"), so long as Grantor's request for restoration to a different aesthetic condition would not result in increased cost to Grantee as compared to restoration to the Property's previous aesthetic condition. Grantee's failure to restore Grantor's Property in accordance with this **Section 1(G)**, following written notice to Grantee and a sixty (60) day opportunity for Grantee to cure the deficiency (unless imminent harm to persons or Property or violation of state or federal law exists in which case no notice or opportunity to cure is required), shall be a breach within the meaning of **Section 6**, below, entitling Grantor to exercise the rights and remedies available to it therein.

H. Liens. Grantee shall use good faith efforts to keep the Easement Area free from any mechanics or materialmens' liens arising out of any Work performed, materials furnished or obligations incurred by or for Grantee (collectively, a "**Lien**") and shall promptly discharge or post adequate bond to cover any such liens that are asserted. If Grantor becomes aware of any such lien, it shall notify Grantee in writing for the purpose of

providing Grantee seven (7) days notice to discharge or post adequate bond to cover such lien, before exercising remedies available to Grantor under **Section 6**, below.

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

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

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Snowmobile Easement other than those specific grants and covenants made to Grantee in this Snowmobile Easement. Grantor specifically reserves, without limitation, the right on and adjacent to the Snowmobile Easement to engage in Forest Management Activities. This Snowmobile Easement shall not be construed in any manner to create any obligation of Grantor to maintain a buffer strip, undisturbed forest land, view corridor, or other aesthetic limitation on its Forest Management Activities and other land uses permitted hereunder. Grantee recognizes the interest and intent of the Grantor to engage in Forest Management Activities on and adjacent to the Snowmobile Easement and accordingly has recommended the location of the Trail to areas that minimize the impacts on commercial forestry activities. In the event that any future statute, regulation, or rule expands or enhances the public use of the Trails, contrary to or inconsistent with the terms and provisions of this Easement, the enactment of such law, regulation, or rule shall be deemed a material breach without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for breach provided in **Section 6,** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close all or portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its reasonable discretion necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, to comply with state or federal laws or regulations, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate Forest Management Activities and other reserved uses of Grantor; provided that if Grantor actually closes the Trail or expects to close the Trail for a period of thirty (30) days or more for any reason other than (a) inadequate maintenance of the Trail, (b) repeated violations of the Rules and Regulations or (c) violations of state or federal laws or regulations (together "**Bad Act Terminations**"), Grantor shall designate and make available an alternate and qualitatively similar Trail segment so that the connectivity of the Trail with the ITS Trail is not interrupted. If Grantor closes the Trail or any portion thereof or any reason other than Bad Act Termination as provided for herein, Grantor shall be solely responsible for the costs and expense, including incidental costs of Grantee such as reprinting of maps and brochures, of such relocation. In the event of a temporary relocation, at Grantee's request, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Snowmobile Easement, for the areas to which the Trail has been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Snowmobile Easement revising the description and depiction of the Trail set forth in Exhibit A to reflect the relocated areas. Any such permanent relocation of the Trail shall conform with then-current statewide practices and laws for design and construction of a recreational Snowmobile trail.

C. Nonexclusivity. This Easement grants the Grantee and the public a non-exclusive right to use the Trails for purposes described above. This Snowmobile Easement shall not prohibit Grantor from granting other licenses or permissions to use the Easement Area. No such license or permission may materially interfere with the rights granted herein. Nothing in this Snowmobile Easement shall be construed as granting an exclusive right to carry on any activity within the Easement Area. Other than as set forth in this Snowmobile Easement, no permanent, expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, Grantor may grant permanent or temporary easement rights across the Snowmobile Easement to third parties for ingress, egress and utilities for all lawful purposes, provided that such rights are subject to this Easement and do not materially interfere with the exercise of the rights granted herein. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Snowmobile Easement and the adjacent property of the Grantor, and easements, rights of way, mortgages or other interests may be granted to others in connection therewith, without the consent of Grantee provided that (a) such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, (b) such roads, utilities, facilities, and/or buildings crossing or located on the Snowmobile Easement shall be located in a manner to minimize their impact on the intended use of the Snowmobile Easement as a recreational trail and (c) such easements, rights of way, mortgages or other interests shall be subordinate to and not impede the rights granted by this Snowmobile Easement. Any such impact that results in a closure or relocation of the trail shall be governed by **Section 2(B)**, immediately above.

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

3. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trails without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This prohibition shall not restrict Grantee from assessing fees of general application to the public. In the event the liability protections afforded to Grantor pursuant to **Section 4,** immediately below, are diminished or reduced, Grantor reserves the right to assess a fee for use to public users of the Trails to recover the actual costs of insurance necessary to restore liability protection to that which existed at the time of execution of this Easement.

4. Immunities. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, *et seq*. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act (14 M.R.S.A. § 8101, *et seq.* as amended from time to time), and under any other applicable provision of law and equity.

5. Insurance.

A. Self-Insurance. Grantee agrees to include the Snowmobile Easement, and the rights granted hereunder, with the other lands and activities covered under the Grantee's self-insurance and risk management programs, to the limits prescribed by law.

B. Liability Insurance. To the extent allowed by law, Grantee covenants and agrees at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Easement for the mutual benefit of Grantor and Grantee, a liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Snowmobile Easement or any part or parts whereof. Such insurance shall name Grantor as an additional insured and shall be consistent with the terms, standards and practices used for other ITS Snowmobile trails located on private land in Maine.

C. Contractor Insurance. Unless Grantor has granted a written waiver pursuant to **Section 5(C)(v),** below, Grantee agrees to require its contractor(s) or agents performing any Work on the Trail to obtain, and thereafter maintain so long as such Work is occurring, at least the following minimum insurance coverage with an endorsement with the following statement: "This policy constitutes Primary Coverage for all insureds in the event of any occurrence, claim, or suit:

i. Worker's Compensation Insurance.

ii. Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

1. $2,000,000 – General Aggregate;
2. $2,000,000 – Products – Comp/OPS Aggregate;
3. $1,000,000 – Personal and Advertising Injury;
4. $1,000,000 – Each Occurrence;
5. $300,000 – Fire Damage (any one fire); and
6. $10,000 – Medical Expense (any one person).

iii. Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident.

iv. The parties agree that Grantor may from time to time amend the limits described in **Section 5(C)(ii) and (iii),** immediately above, to reflect changes in the cost of living, inflation and industry standards.

v. Grantor agrees to consider in good faith a written request from BPL to waive or modify the provisions of **Section 5(C)(i)-(iii),** above. A written Waiver Request shall include all of the following: a detailed description of the Work to be performed and who will be performing the Work, including the names of the onsite crew supervisors; the trail construction and maintenance experience of the persons/organization who will perform the Work; and, if applicable, a certification that the persons/organization are volunteers and that they will receive no compensation for the Work. Grantor will act on such a request with thirty (30) days of receipt, and shall not unreasonably withhold its approval.

D. Evidence of Insurance. Before commencement of any Work on the Trail, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form, or equivalent:

i. Listing Grantor as a Certificate Holder and Additional Insured on general liability and any excess liability policies;

ii. Containing a cancellation clause of the certificate amended to read: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail thirty (30) days' prior written notice to the certificate holder names to the left";

iii. Listing the insurance companies providing coverage (all companies listed must be rated "B+ Class V" or better, in the A.M. Best Company Key Rating Guide-Property Casualty, current edition); and

iv. Bearing the name, address, and telephone number of the producer and an original signature of the authorized representative of the producer.

E. **Insurance Requirements**. Grantee shall promptly notify Grantor of any asserted claim arising out of its Work on, or the public's use of, the Trail of which Grantee becomes aware, and shall deliver to Grantor copies of process and pleadings from any such claims that are served upon Grantee. If Grantee and/or its contractor(s) fail to procure and maintain such coverage as is required hereunder, Grantor may, but shall not be required to procure and maintain such insurance coverage at the expense of the Grantee. Grantor shall provide Grantee with at least three (3) days' prior written notice before Grantor acquires insurance coverage to satisfy Grantee's obligations hereunder. All policies to be maintained by Grantee and/or its contractor(s) shall be primary policies and not contributing with or as excess coverage for any insurance carried by Grantor.

6. Breach, Remedies. In the event of a material, uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained, including applicable Rules and Regulations, for a period of thirty (30) days after written notice from Grantor expressly referencing this **Section 6** and its remedies, Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject of the breach until cured to Grantor's reasonable satisfaction. If the breach is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if cure is commenced within said thirty (30) days, written assurances of intent to complete the cure within a reasonable time under the circumstances is given to Grantor and the cure is diligently completed as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Snowmobile Easement or any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements. No actions taken by Grantee to remedy a breach alleged by Grantor shall be construed as a waiver of Grantee's right to legally contest Grantor's allegation of breach. Following Grantee's uncured breach of this Agreement, Grantor shall also have the right (but not the obligation) to cure the breach ("**Grantor's Self-Help Right.**") Notwithstanding the foregoing cure period, Grantor may exercise its Self-Help Right without notice to Grantee to cure any breach: (1) of the insurance requirements set forth in **Section 5**, immediately above, or (2) where the failure to cure such breach promptly would, in the reasonable opinion of Grantor, create or allow to persist an emergency condition or violation of state or federal law. Upon Grantor's written request and submission to Grantee of adequate documentation, Grantee shall certify Grantor's reasonable costs and expenses incurred in connection with Grantor's exercise of its Self-Help Right **("Self-Help Costs and Expenses")** in order to facilitate Grantor's claim for reimbursement of said costs and expenses from the Moosehead Recreation Fund created under the Concept Plan. Grantee shall issue the requested certification if (a) a breach occurred; and (b) the costs and expenses incurred by Grantor were reasonably necessary to cure the breach as permitted in this **Section 6**.

7. Non-Assignability/Transfer of Property. Grantee may not assign or transfer this Snowmobile Easement or any of the rights associated herewith without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This Snowmobile Easement shall be binding upon and enforceable by and against Grantor and its successors and assigns, such that multiple Grantors may own portions of the Trail, each of

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

8. Amendments. Grantor and Grantee have the right to amend this Snowmobile Easement by written and recorded agreement of Grantor and Grantee. The prior approval of the Land Use Regulation Commission is only required for any amendment that would materially limit or terminate Grantee's or the public's rights. No such prior consent from the Land Use Regulation Commission is required for any amendment which does not materially terminate or limit Grantee's rights.

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

10. Definitions.

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

"**Easement Area**" shall mean the Snowmobile Easement Area, as further described and depicted in **Exhibits A** and **B** hereto.

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

"**Forest Management Activities**" means all forest management practices allowable under applicable law and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law.

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

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

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

To Grantee: Director, Off-Road Vehicle Division

Department of Conservation, Bureau of Parks and Lands
22 State House Station
Augusta, ME 04330

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

12. General Provisions

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

B. Remedies Not Exclusive; No Waiver. The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. The failure or delay of either party, for any reason whatsoever, to enforce this Snowmobile Easement shall not constitute a waiver of its rights. Nothing herein shall be construed as to relieve Grantor from compliance with any applicable federal, state or local law, regulation, rule or ordinance.

C. Release. Grantee acknowledges that it accesses and uses the Easement Area in "as is" and "where is" condition, and agrees that Grantor shall not be responsible for any harm, damage or injury that may be suffered or incurred by Grantee through the use and condition of the Easement Area and/or property, except to the extent that such harm, damage or injury is caused or contributed to by Grantor's negligence. Grantee hereby releases Grantor from any and all of its claims which may arise on account of injury to persons, loss of life, and damage to property through Grantee's use of the Easement Area and/or property, except to the extent that such injury to persons, loss of life or damage to property is caused or contributed to by Grantor's negligence.

D. Governing Laws. This Snowmobile Easement is intended to be governed as a trail easement in compliance with 33 M.R.S.A. §§ 1581-1585 and successor provisions thereto. Interpretation and performance of this Snowmobile Easement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Snowmobile Easement being governed or interpreted under the laws of any other jurisdiction.

E. Enforcement Rights. This Snowmobile Easement shall not be construed to entitle any person or entity other than Grantor or Grantee (and/or the Attorney General) to enforce any of the terms or conditions hereof relating to Trail maintenance, repair, reconstruction and relocation. Specifically, no member of the public shall have any rights in their individual capacity under this Snowmobile Easement to enforce as against Grantor any of its provisions, such rights being exclusive to Grantee, except with respect to any unlawful denial of public access to the Trails.

F. Dispute Resolution. In the event Grantor and Grantee are unable to resolve any dispute over the proper interpretation and enforcement of this Easement informally, the matter shall be submitted to mediation. The party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable

remedies may otherwise be available to them, including the initiation of proceedings with a court of competent jurisdiction.

G. **Sovereign Immunity**. Nothing herein may be construed as a waiver of Grantee's sovereign immunity.

H. Enforcement/Attorneys' Fees. The Parties shall bear their own costs and attorneys fees in any legal action to enforce or rescind any term of this Easement. In any action brought by a member of the public under **Section 12(E)**, above, the prevailing party shall be entitled to an award of costs and attorneys fees.

I. Arm's Length Transaction. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Easement as part of an "arm's-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this provision. Each Party to this Easement is a separate and independent entity. No Party will have the right to act as agent for the other Party.

J. Counterparts. This Easement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Easement, which shall be fully binding upon each Party who executes the same.

K. Exhibits. The following exhibits are a part of this Easement to the same extent as if set forth in the body of this Easement:

Exhibit A Narrative Description of Current Trail
Exhibit B Maps Showing Current Trail Locations

IN WITNESS WHEREOF, Grantor has caused this Snowmobile Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this __ day of _____, 2009.

PLUM CREEK MAINE TIMBERLANDS L.L.C.
By Plum Creek Timberlands, L.P.,
Its Sole Member
By Plum Creek Timber I, L.L.C.,
Its General Partner

By: _____
Name: _____

Title: _____
Signed, sealed and delivered in the
Presence of:

WITNESS:

_____
Name: _____
Title: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this _____ day of_____ , 200_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____of Plum Creek Timber I, L.L.C. ("Timber LLC"), the limited liability company acting as General Partner of Plum Creek Timberlands, L.P. ("Timberlands LP"), the limited partnership acting as Sole Member of Plum Creek Maine Timberlands, L.L.C.("Timberlands LLC"), 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 Timber LLC as General Partner of Timberlands LP and of Timberlands LP as Sole Member of Timberlands LLC for the uses and purposes therein mentioned; and on oath stated that s/he was authorized to execute said instrument on behalf of Timber LLC, that the Timber LLC was authorized to execute said instrument on behalf of Timberlands LP and that Timberlands LP was authorized to execute said instrument on behalf of Timberlands LLC.

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

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

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

GRANTEE:

STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS

By: _____
Its Director

State of Maine
County of Kennebec, ss

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

Before me,
_____
Notary Public
Printed Name:_____

CONSENT OF COMMISSIONER

Pursuant to Title 12 M.R.S.A. Section 1850(1), the Commissioner of the Department of Conservation hereby gives his consent to the above and foregoing _____ Easement. Executed this _____ day of _____, 200_.

STATE OF MAINE
Department of Conservation

By:_____
Patrick K. McGowan, Its Commissioner

STATE OF MAINE
County of Kennebec, ss. Date:_____

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

Before me,

_____
Notary Public/Attorney at Law
Print Name:_____
My commission expires:
Seal:

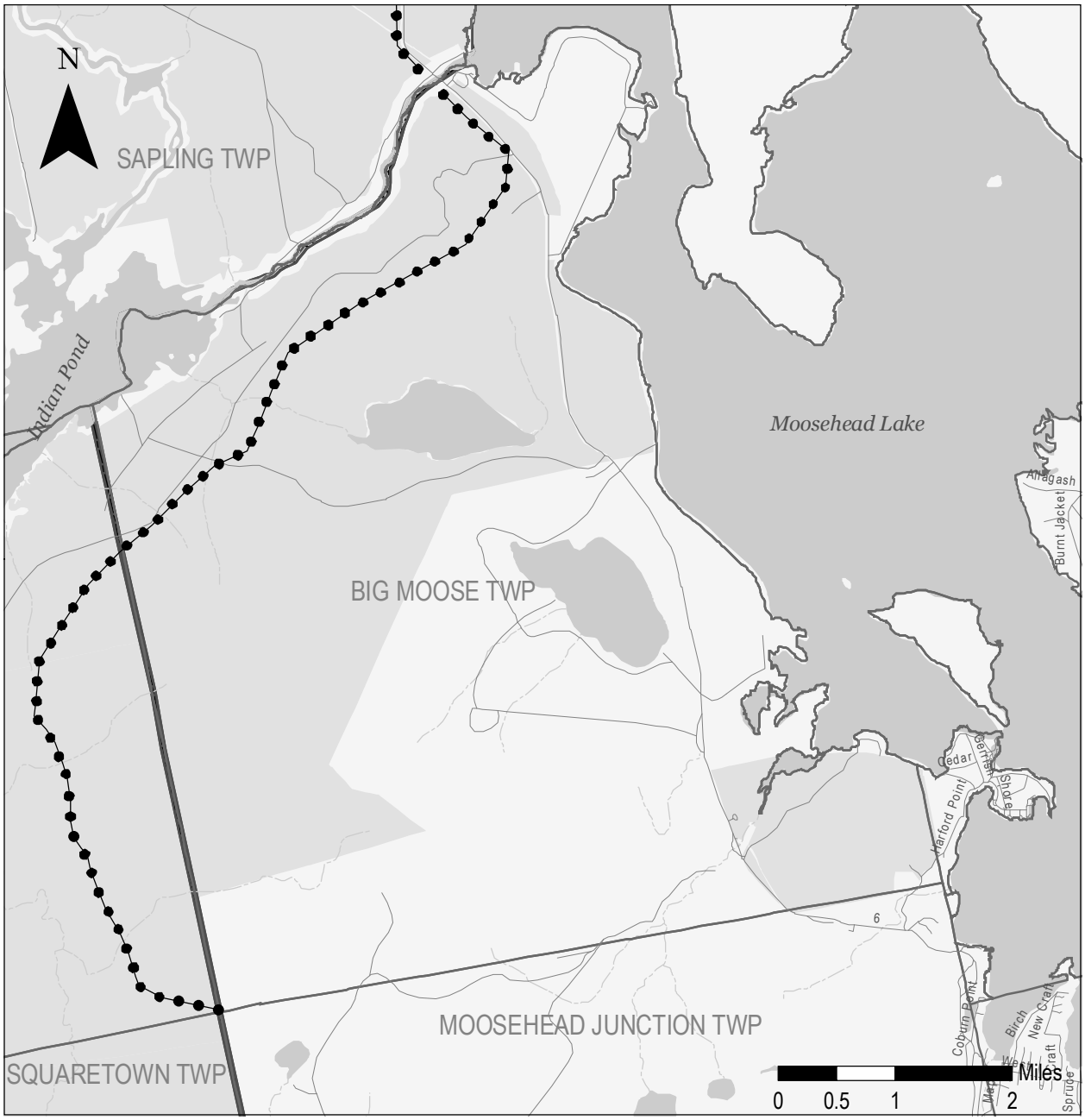
Exhibit A: Narrative Description of Current Trail

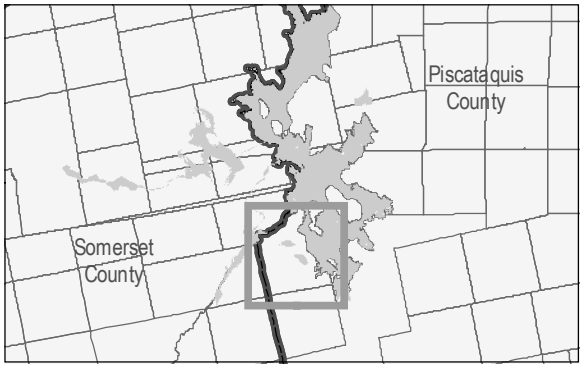
74 miles of the ITS 85/86, 88 Snowmobile Trail in Piscataquis and Somerset Counties and 7 miles of ITS 110 Snowmobile Trail in Piscataquis County

[The complete narrative description of the current trail location shall be added here no later than the execution of this easement, and shall not be inconsistent with the maps showing the current Trail locations in Exhibit B.]

Exhibit B: Maps Showing Current Trail Locations

(Maps 1-13)





Big Moose Township

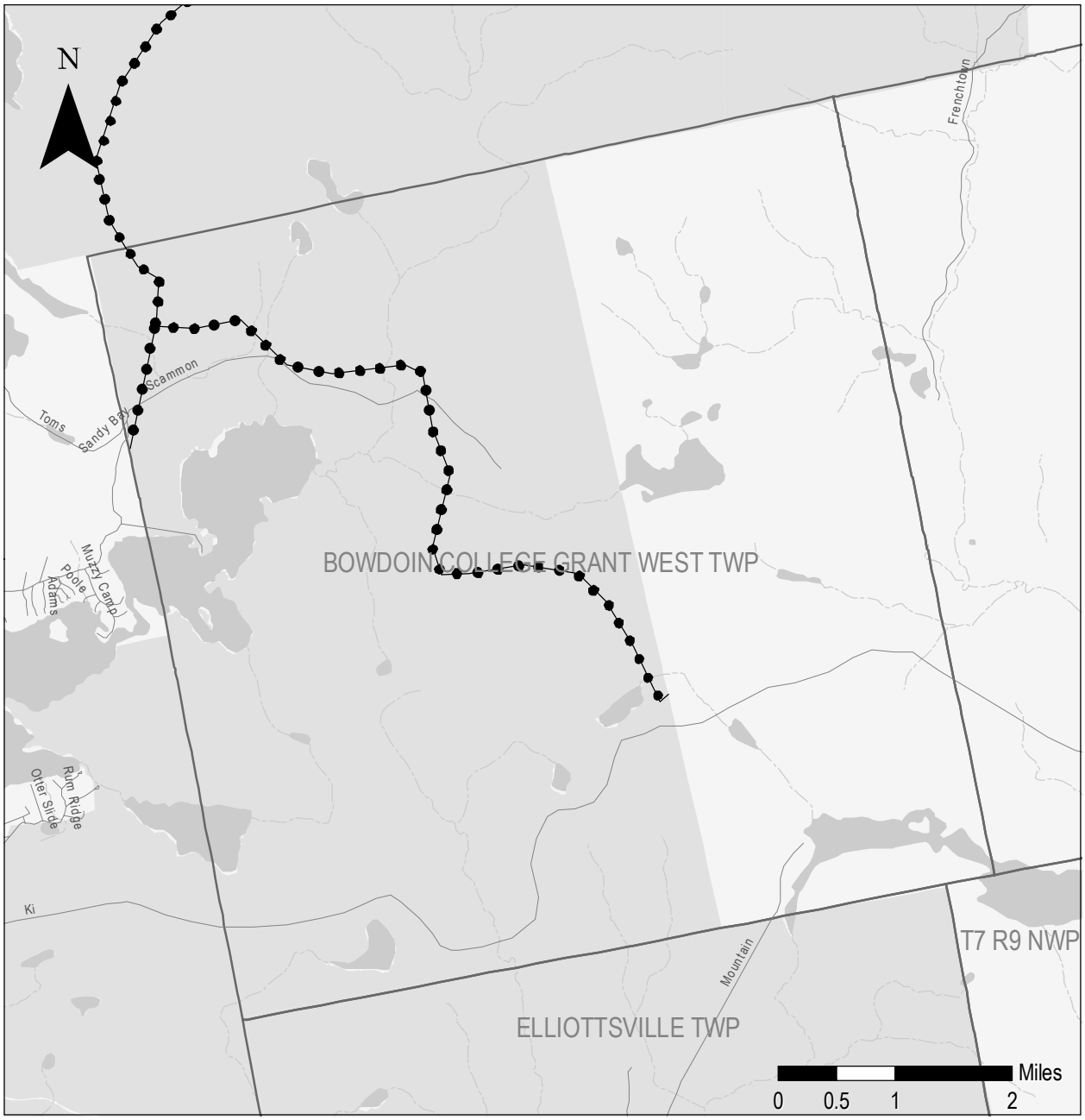
Piscataquis County

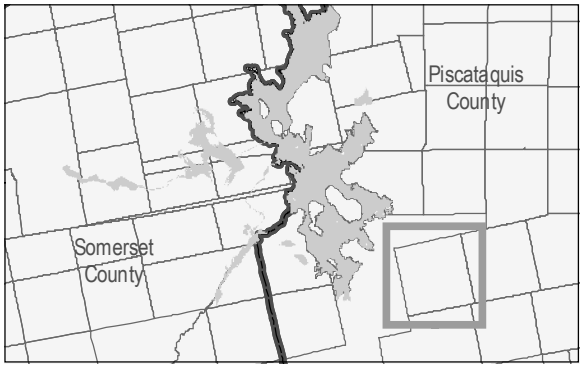
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Bowdoin College Grant West Township

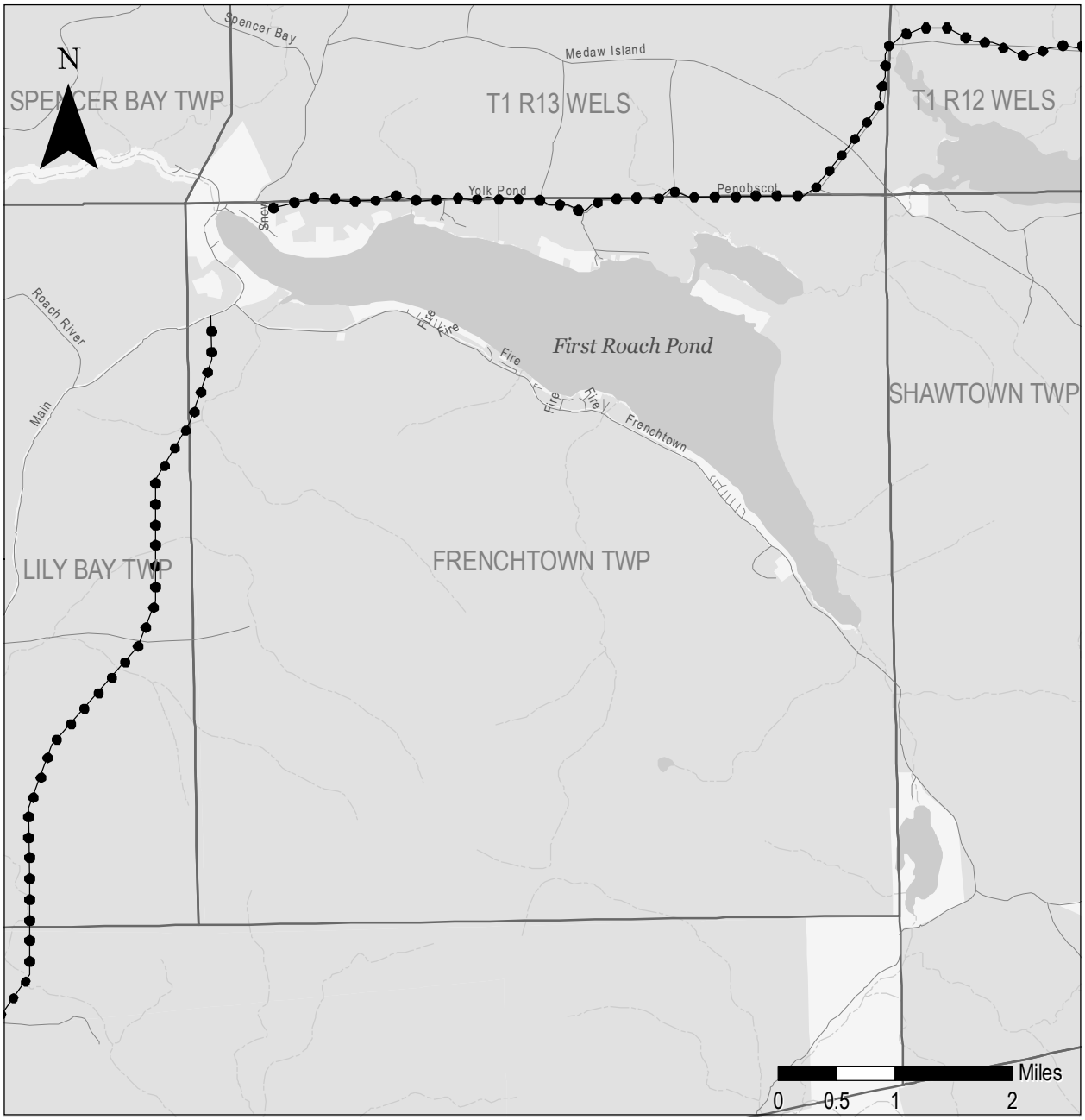
Piscataquis County

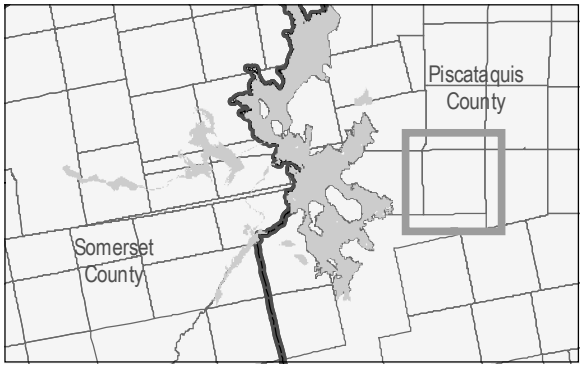
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Frenchtown Township

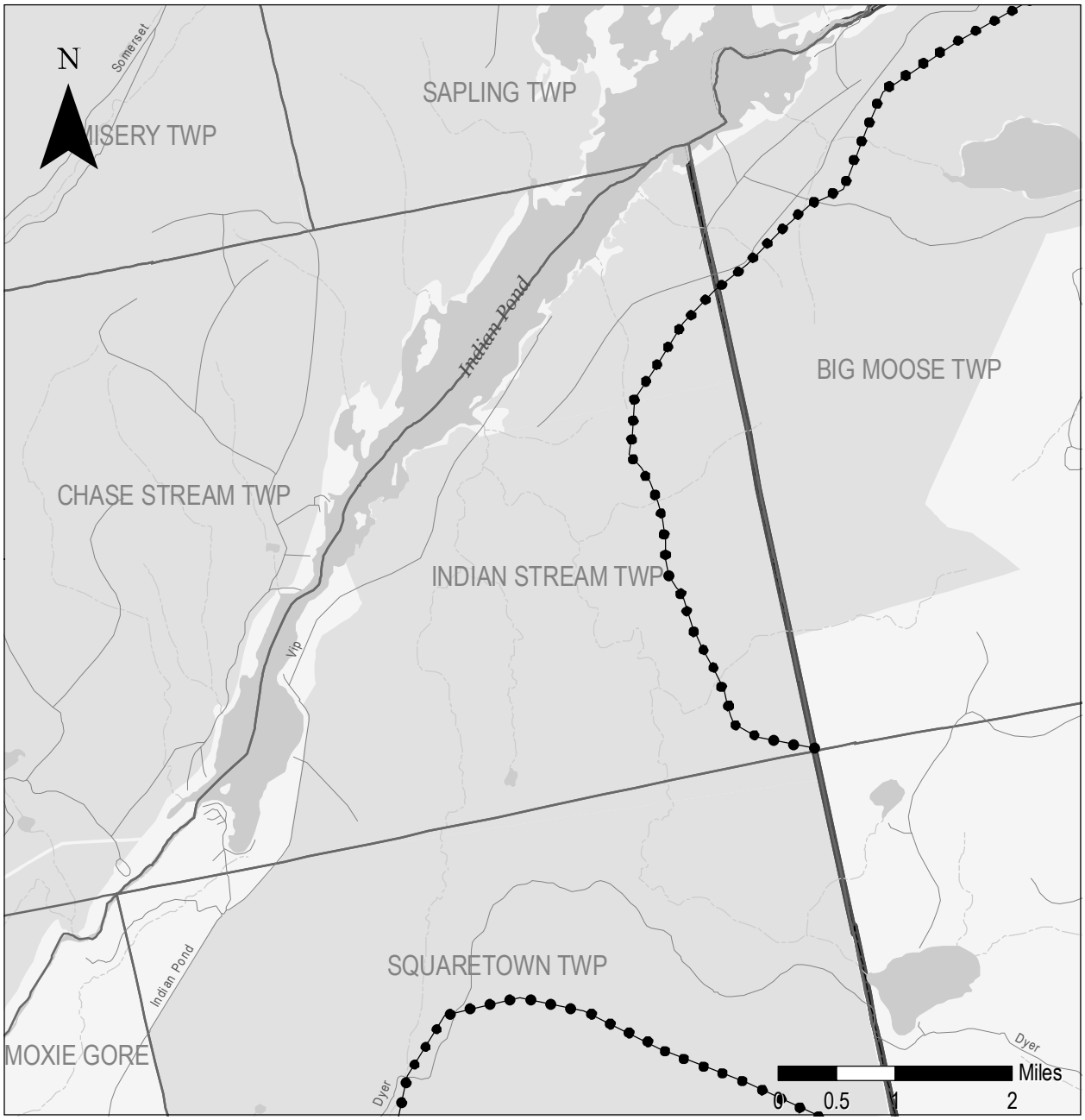
Piscataquis County

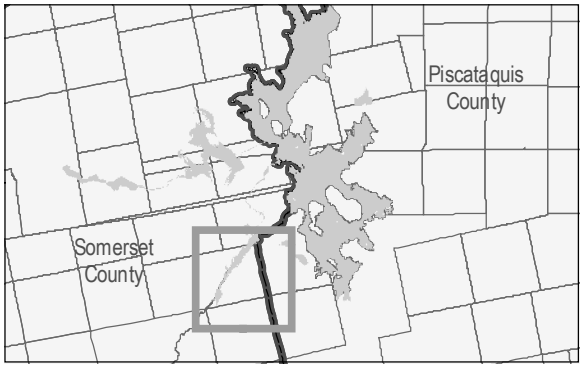
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Indian Stream Township

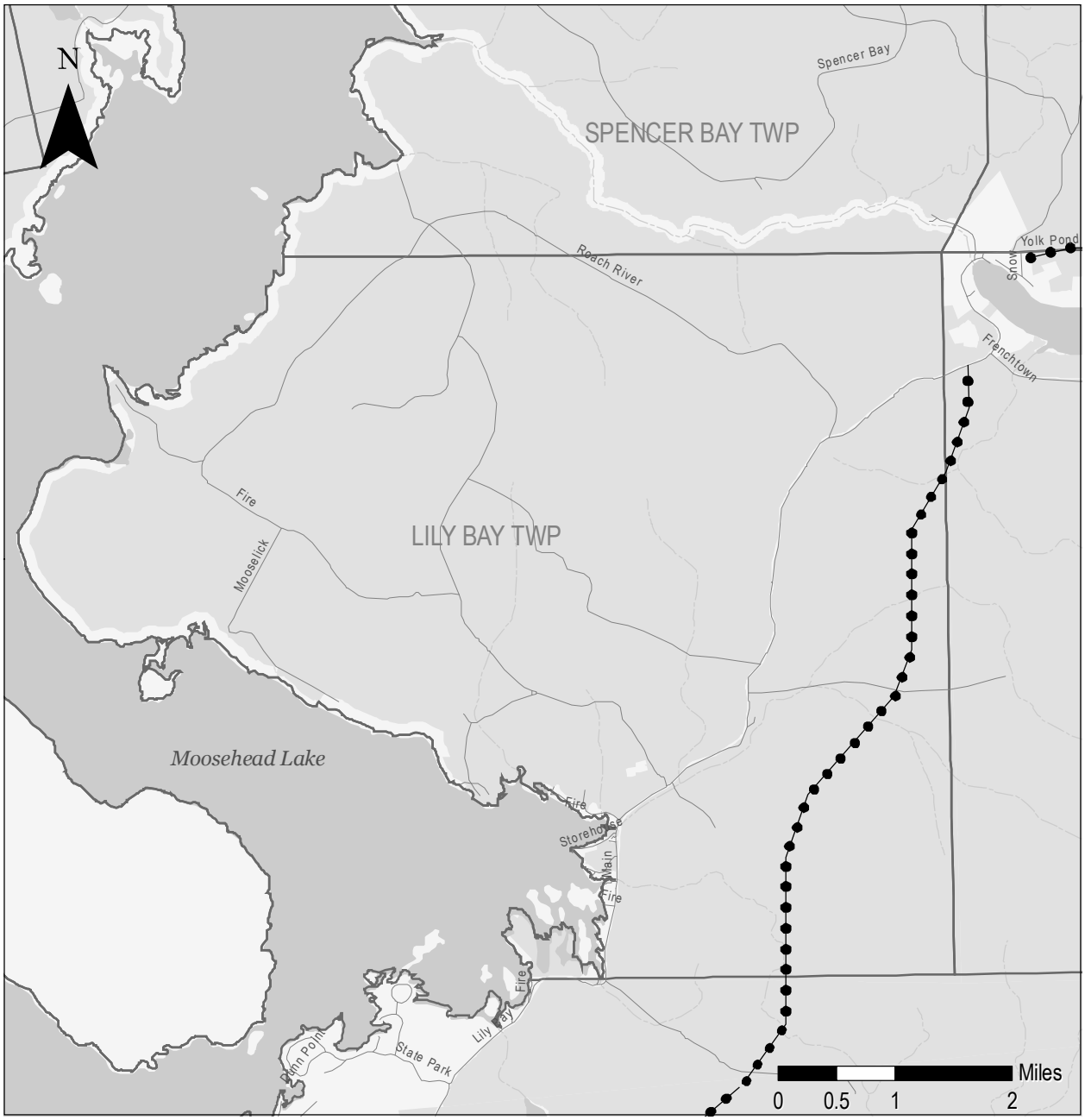
Somerset County

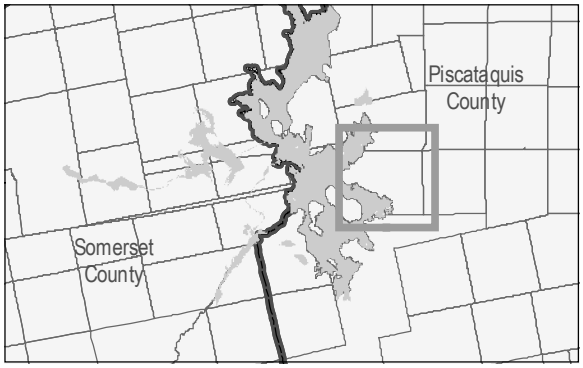
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Lily Bay Township

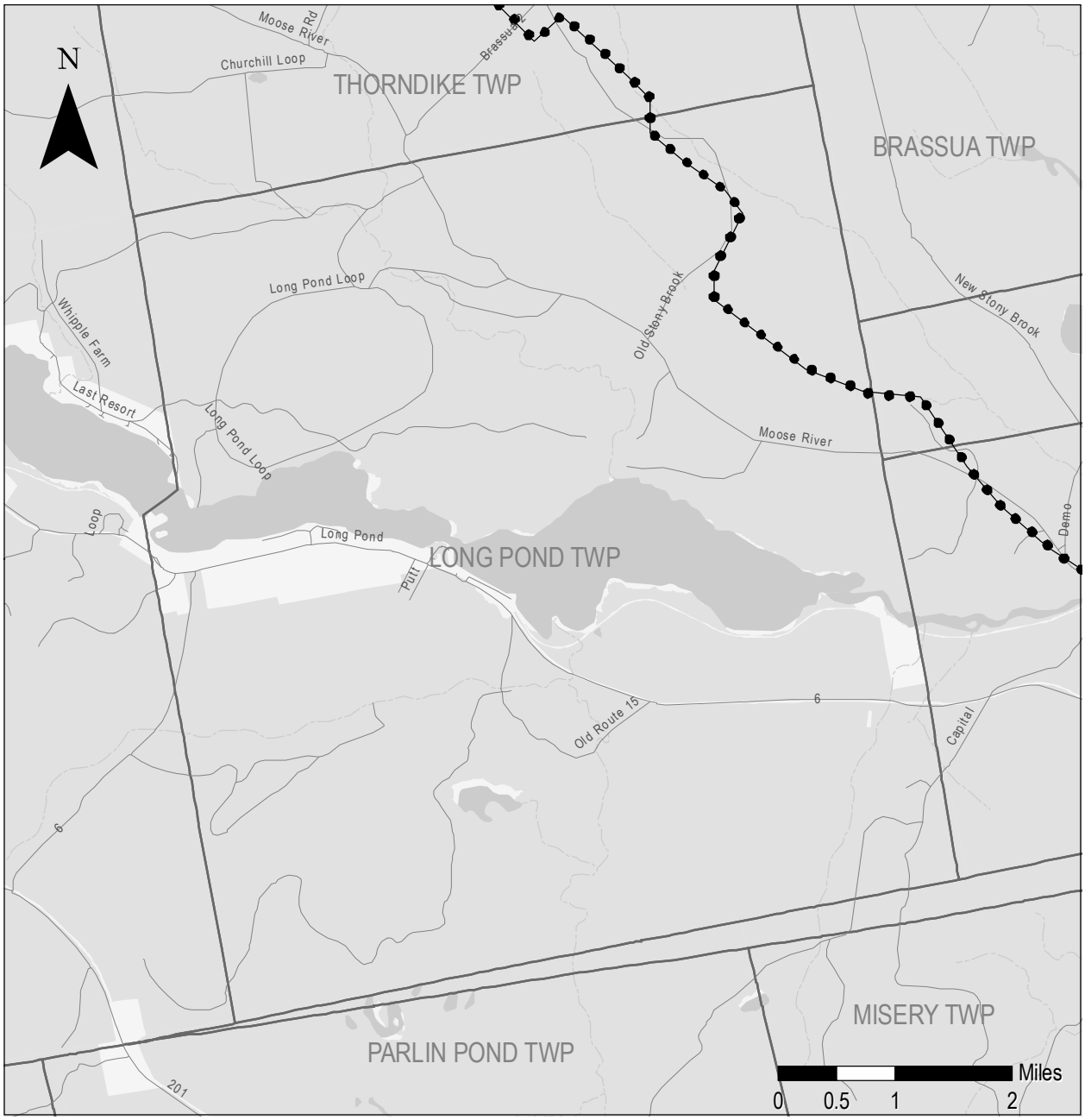
Piscataquis County

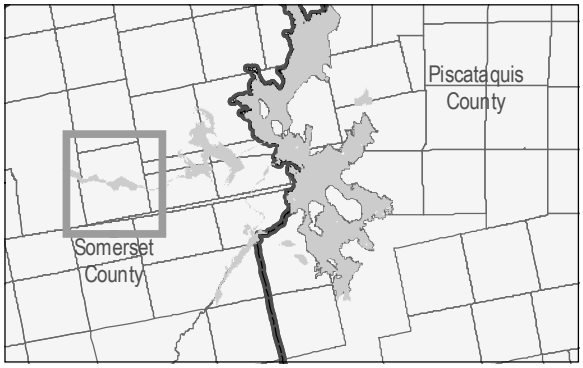
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Long Pond Township

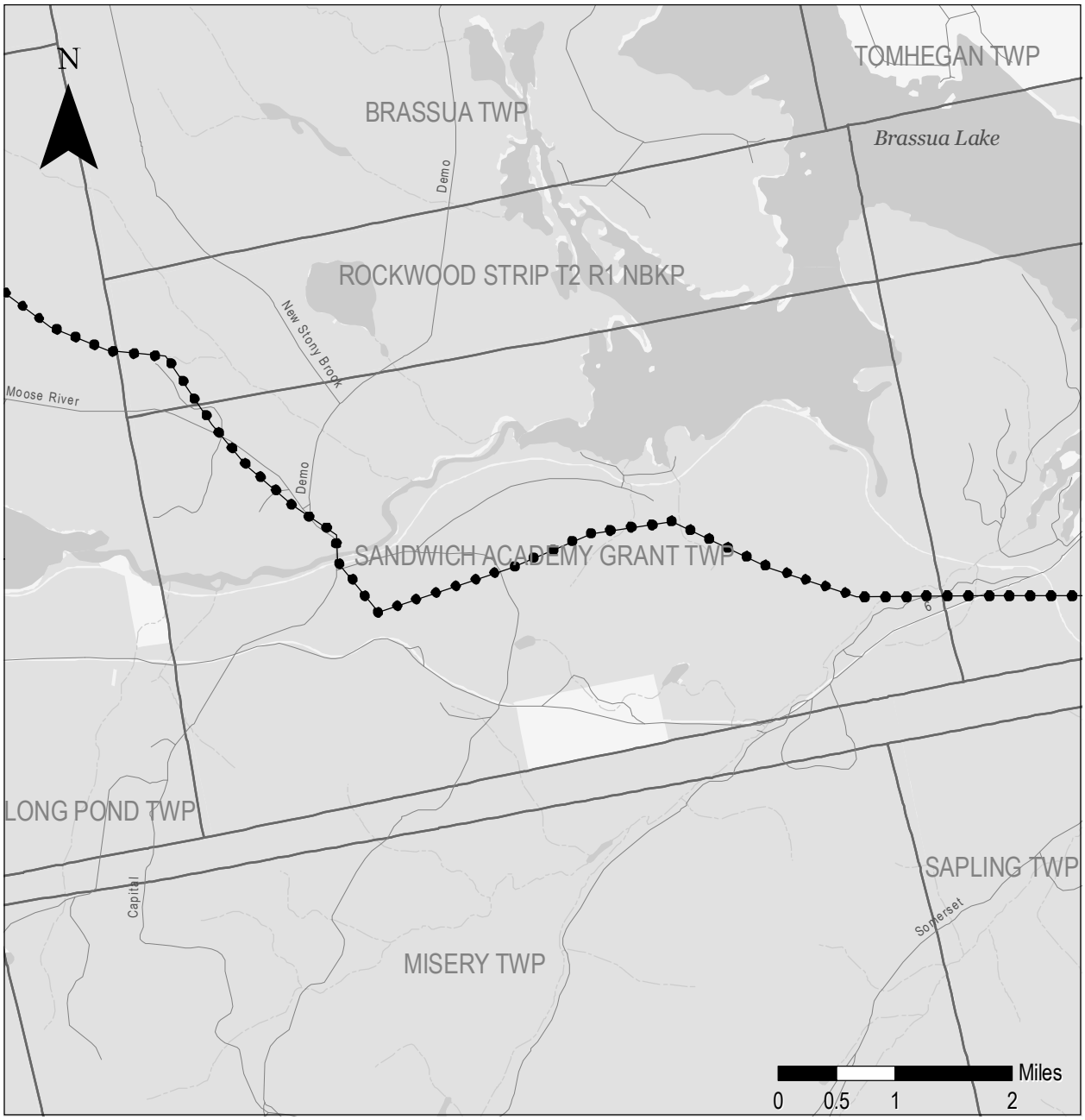
Somerset County

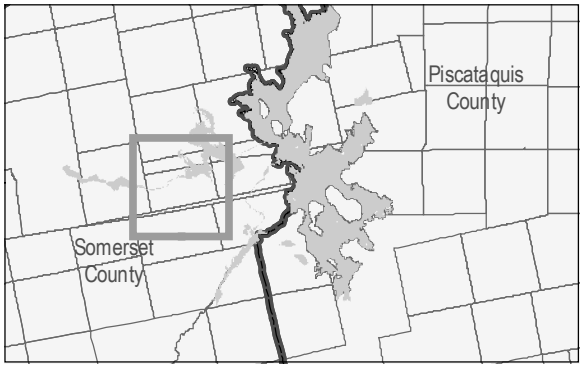
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Sandwich Academy Grant Township

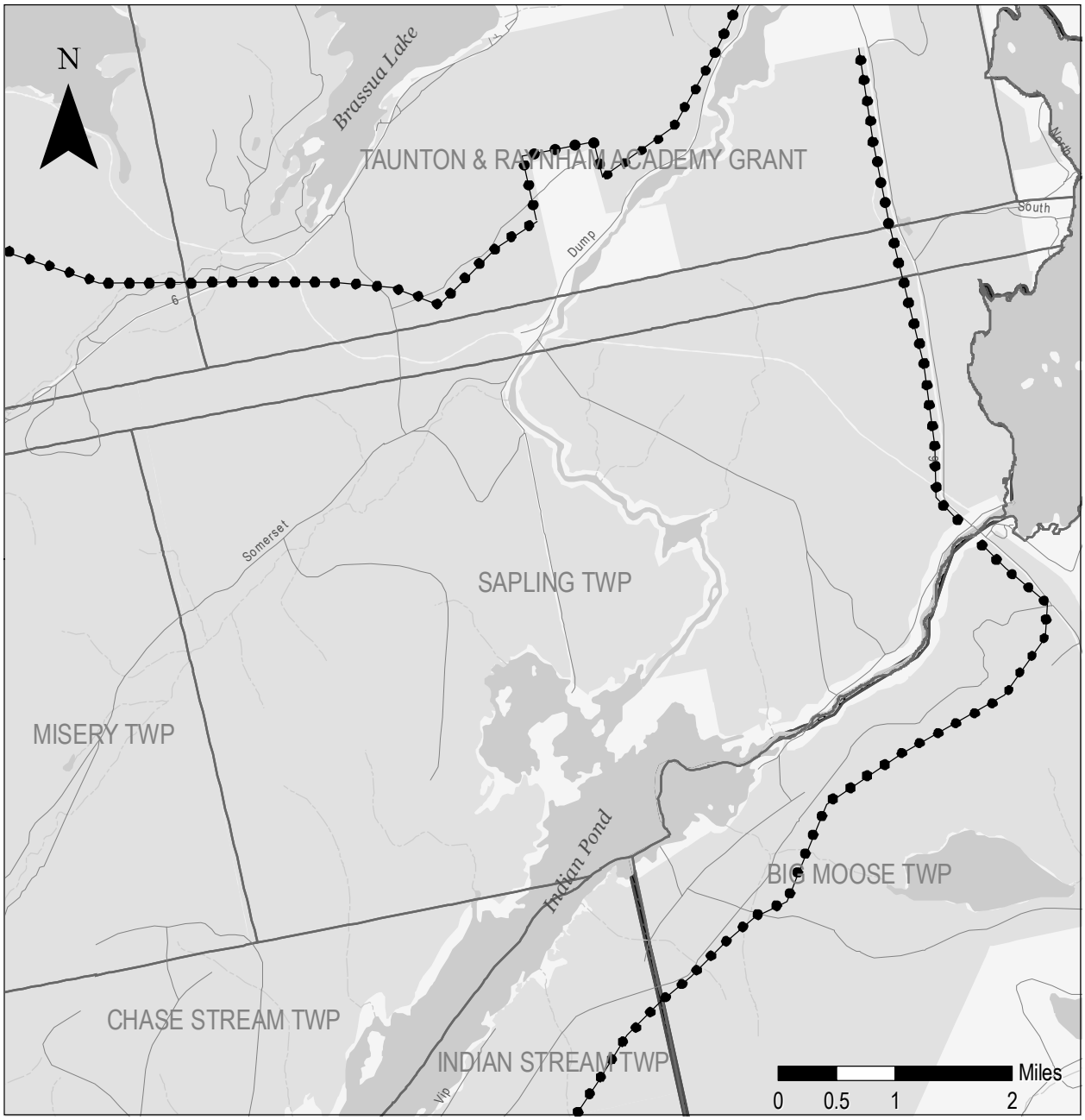
Somerset County

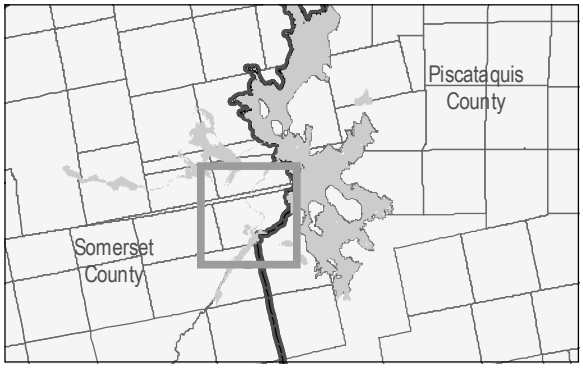
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Sapling Township

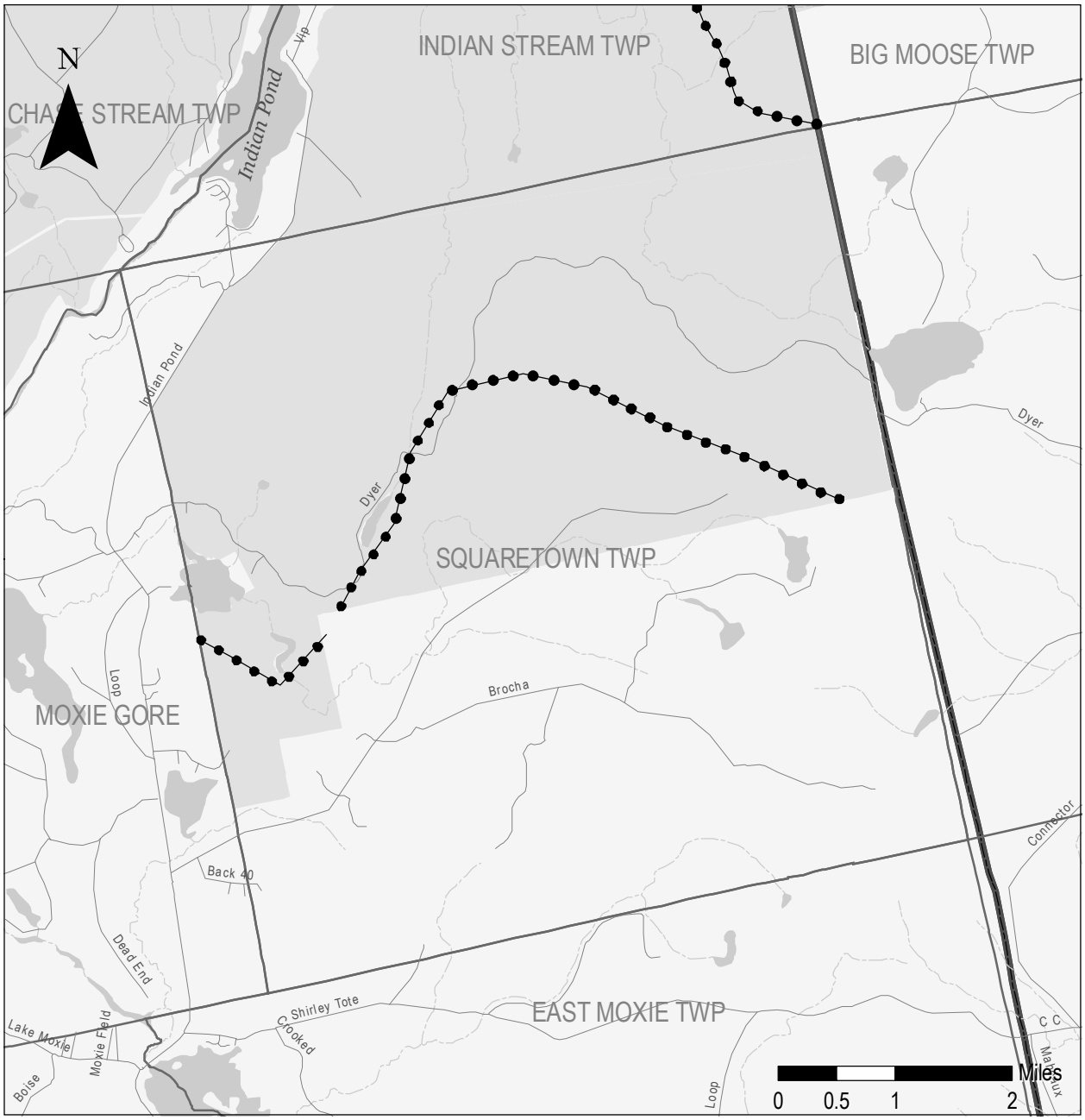
Somerset County

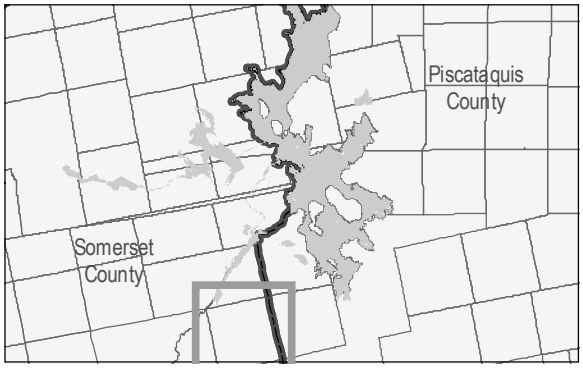
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Squaretown Township

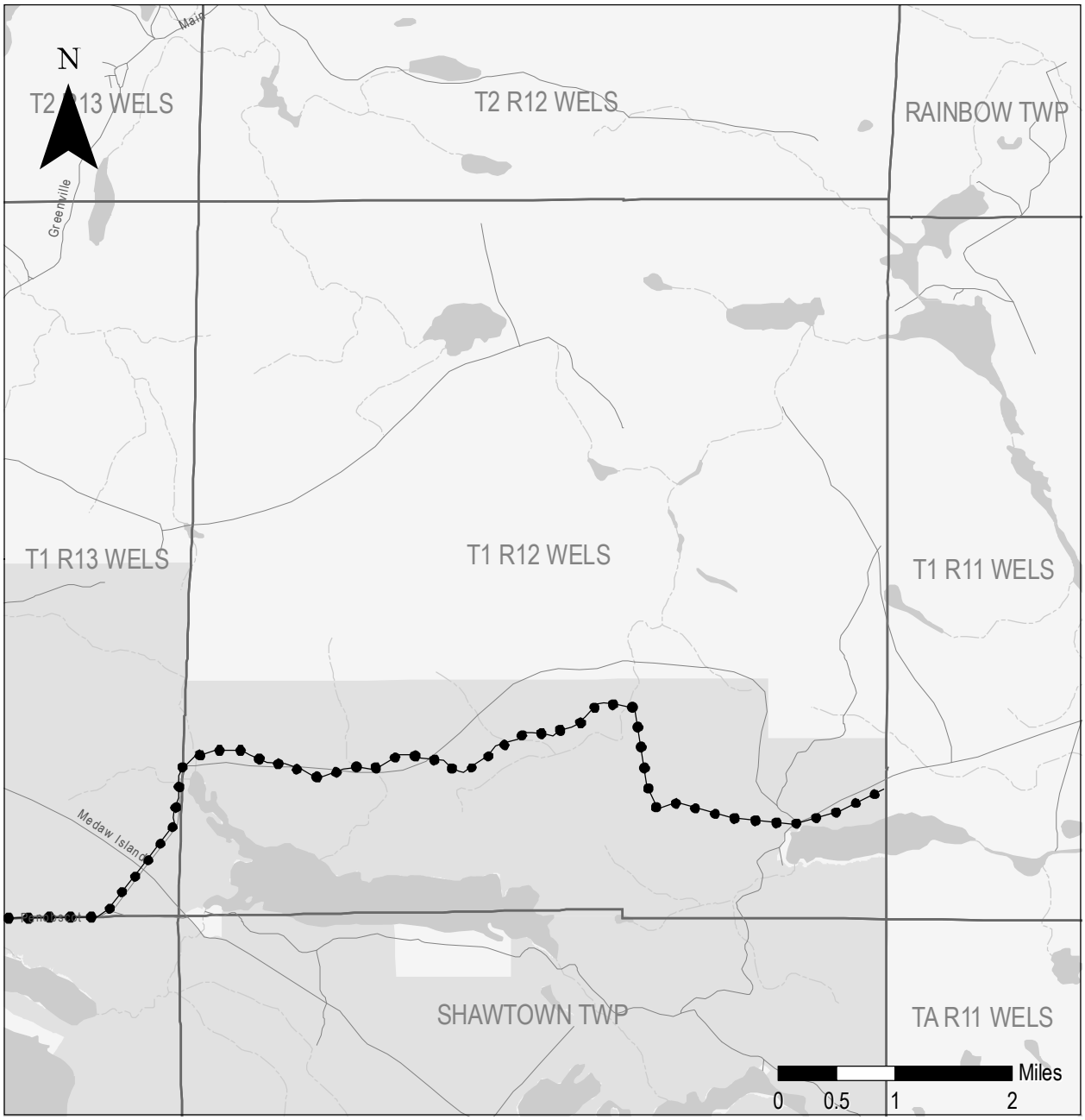
Somerset County

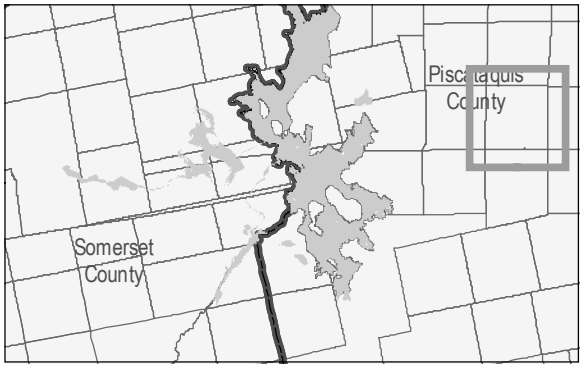
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





T1 R12 WELS

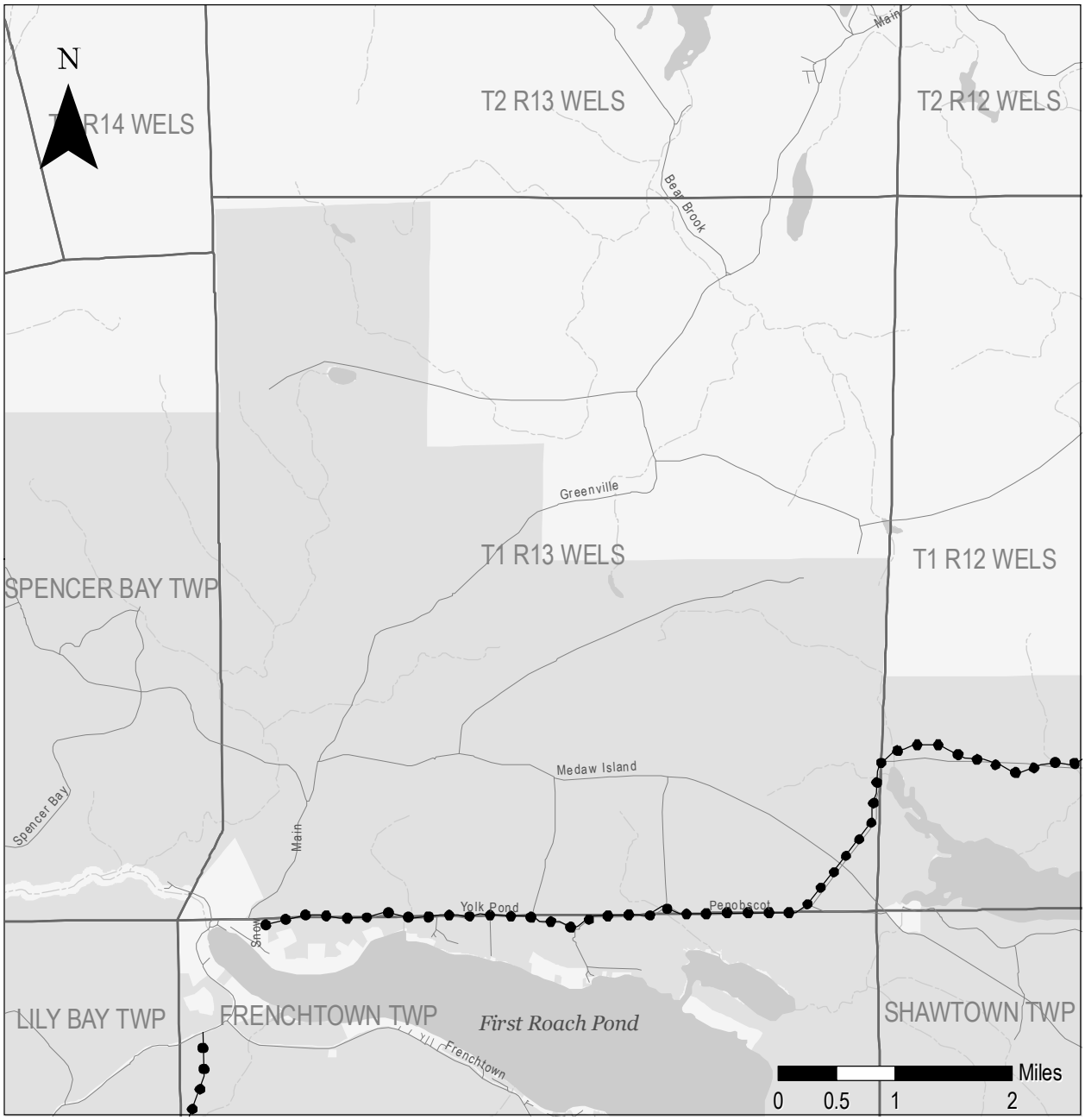
Piscataquis County

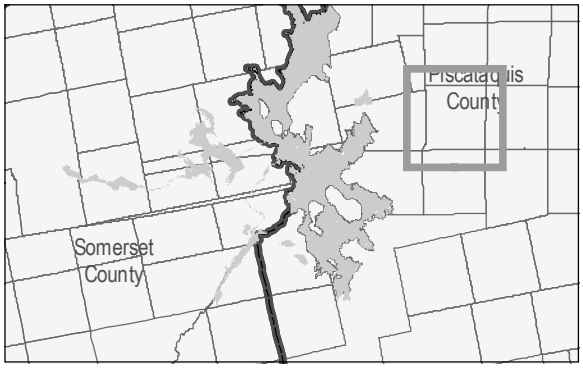
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





T1 R13 WELS

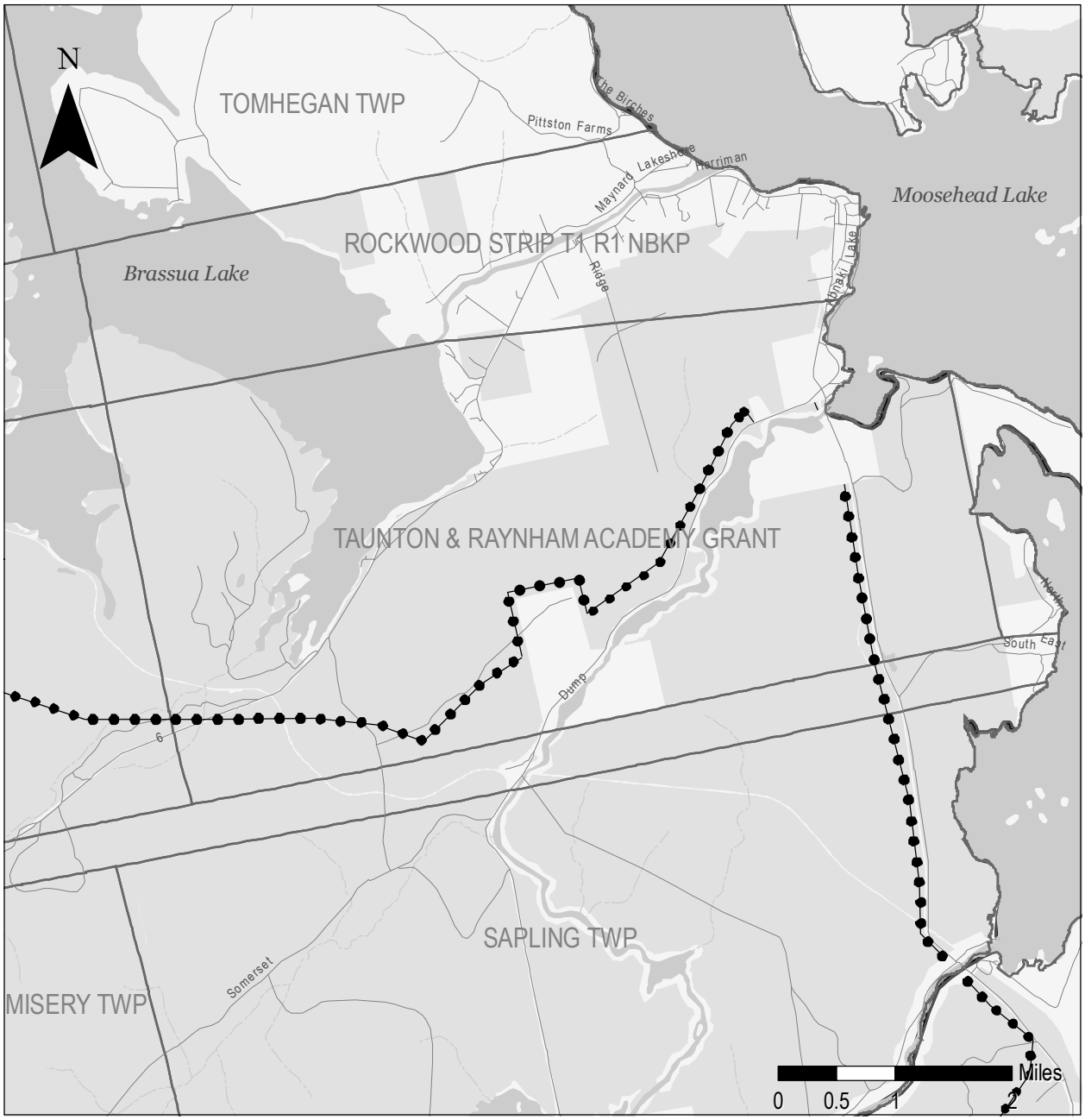
Piscataquis County

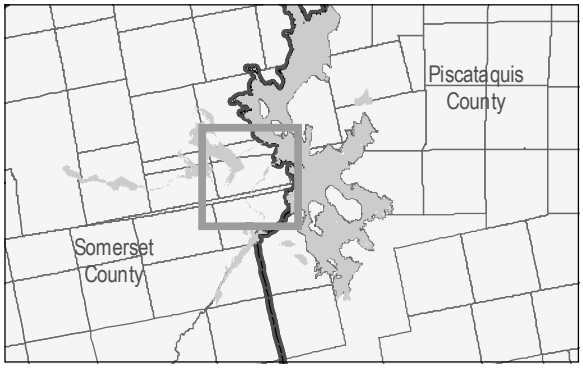
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Taunton & Raynham Academy Grant

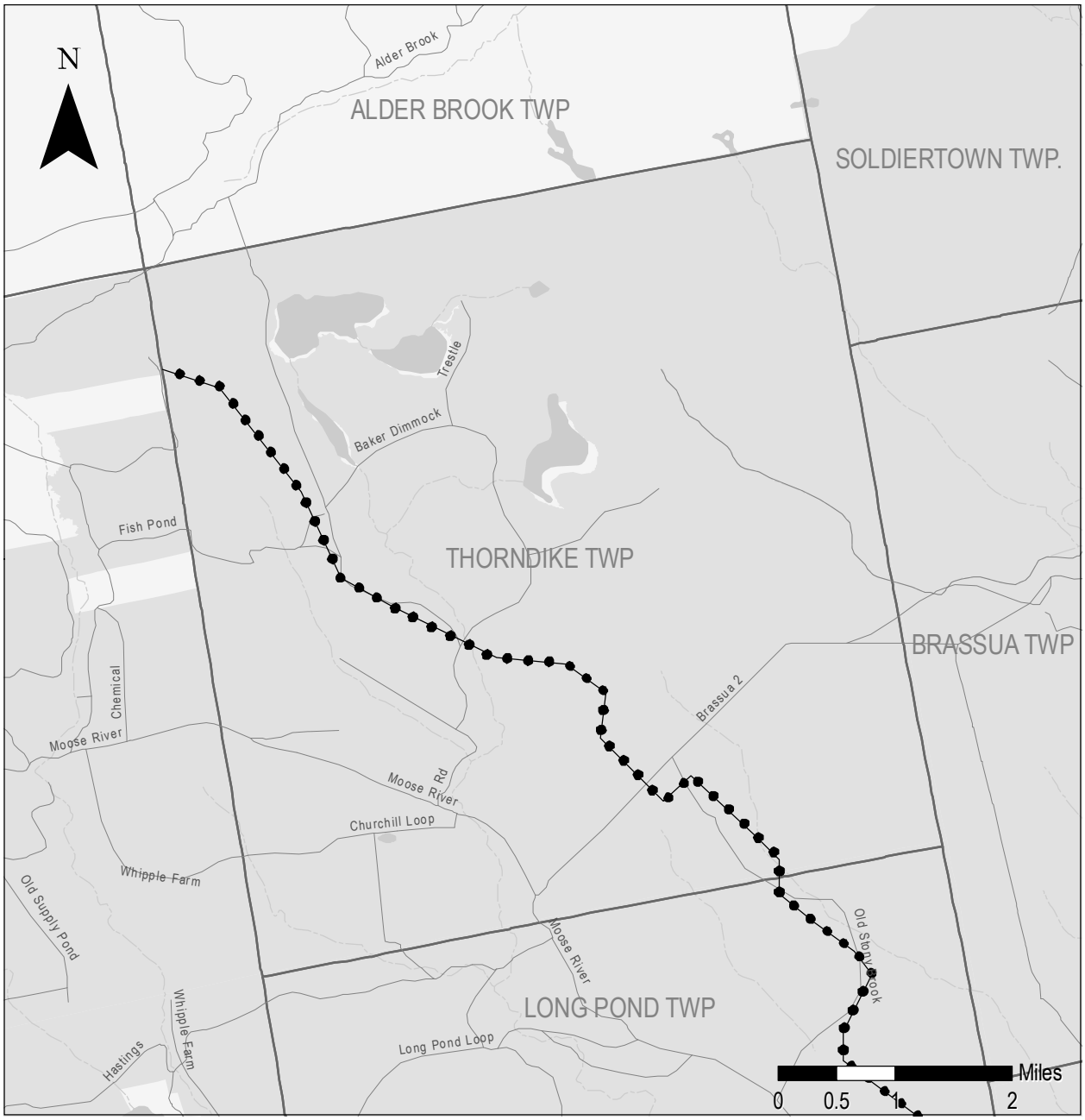
Somerset County

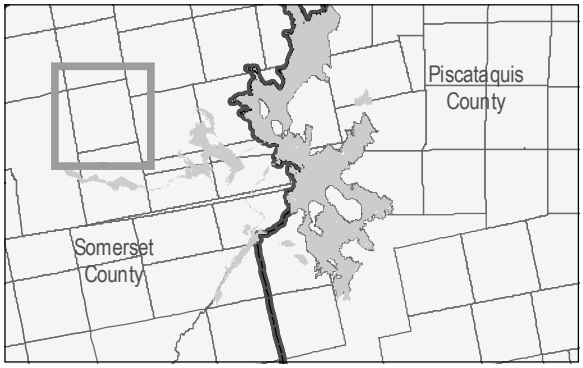
ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009





Thorndike Township

Somerset County

ITS Snowmobile Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Apr 1, 2009

L

Mahoosucs-to-Moosehead Trail Easement

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

MAHOOSUCS-TO-MOOSEHEAD
TRAIL EASEMENT

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

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

This grant is made subject to the following provisions:

1. Public Trail Easement.

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

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

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

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

E. Construction and Use Standards. All construction, reconstruction, maintenance and repair work to the Easement Area shall be known herein collectively as the "**Work.**" Grantee shall be responsible for obtaining all required permits for the Work and permitted uses of Trails from all federal, state or local authorities with jurisdiction over the Trails or any part thereof. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other reasonable standards as Grantor may from time-to-time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld. Grantee will obtain and deliver to Grantor copies of any and all certificates and permits of satisfactory completion and/or acceptance relative to the Work. Grantee agrees to secure the Easement Area in a safe condition, including, if necessary, the installation of a

temporary fence. Grantee will cause all Work to be designed in a professional manner and will follow all reasonable and prudent fire safety standards. Once any Work is commenced, Grantee shall thereafter use good faith and diligent efforts to complete the Work in a timely manner in accordance with a written construction schedule. All Work shall be performed in a professional manner using good workmanship and quality materials in accordance with Grantor approved plans and specifications and in accordance with any and all Laws.

F. Construction Notice and Timing. Grantee shall regularly and consistently coordinate with Grantor regarding the status of the Work performed under this Easement. At least thirty (30) days before Grantee or its agents performs any Work, except for routine Trail maintenance, on or within the Easement Area, Grantee shall provide Grantor with written notice. No Work may be performed when the soils or conditions are inappropriate for such Work. Notwithstanding the above, emergency repairs may be performed without prior notice to Grantor and at any time, so long as the party making such emergency repairs uses diligent and good faith efforts to contact Grantor as soon as possible. Grantee will provide Grantor with a schedule of its significant construction activities.

G. Restoration Following Work. Upon completion of any Work, Grantee, at its sole cost and expense, shall clean-up and remove all debris and waste and restore to the extent practicable any non-Trail property disturbed by the Work to its previous aesthetic condition and/or to a different aesthetic condition acceptable to Grantor (which acceptance shall not be unreasonably withheld) (the "**Restoration Work**"), so long as Grantor's request for restoration to a different aesthetic condition would not result in increased cost to Grantee as compared to restoration to the Property's previous aesthetic condition. Grantee's failure to restore Grantor's Property in accordance with this **Section 1(G)**, following written notice to Grantee and a sixty (60) day opportunity for Grantee to cure the deficiency (unless imminent harm to persons or Property or violation state or federal law exists in which case no notice or opportunity to cure is required), shall be a breach within the meaning of **Section 6**, below, entitling Grantor to exercise the rights and remedies available to it therein.

H. Liens. Grantee shall use good faith efforts to keep the Easement Area free from any mechanics or materialmens' liens arising out of any Work performed, materials furnished or obligations incurred by or for Grantee (collectively, a "**Lien**") and shall promptly discharge or post adequate bond to cover any such liens that are asserted. If Grantor becomes aware of any such lien, it shall notify Grantee in writing for the purpose of providing Grantee seven (7) days notice to discharge or post adequate bond to cover such lien, before exercising remedies available to Grantor under **Section 6**, below.

2. Reservation of Uses, Forest Management Activities.

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

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on thirty (30) days advance written notice, or shorter periods in the event of an emergency, to close portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its sole judgment as necessary or appropriate for the conservation and protection of the Trail or property adjacent to the Trail, for public safety purposes, to protect critical habitat or environmentally sensitive areas, and/or to accommodate forest management activities and other reserved uses of Grantor; provided that if Grantor closes the Trail for any reason other than (a) inadequate maintenance of the Trail, (b) repeated violations of the rules and Regulations, (c) failure to carry the required insurance or (d) to comply with a federal or state law or regulation (each, a **"Bad Act Termination"**), Grantor shall designate in its thirty day advance written notice and make available no later than the date of closing all or a portion of the Trail an alternate and qualitatively similar Trail segment so that the connectivity of the Trail with the MTM Trail is not interrupted. If Grantor closes the Trail or any portion for any reason other than a Bad Act Termination, Grantor shall be solely responsible for the costs and expense of such relocation, but shall not be responsible for the physical relocation of the Trail. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trail have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the description and depiction of the Trail set forth in Exhibits A and B to reflect the relocated areas.

C. Nonexclusivity. Nothing contained in this Trail Easement shall be construed as imposing an obligation upon Grantor to restrict any other license or permission granted by Grantor within the Trail Easement to Grantee, the public, or any other party, nor shall anything contained in this Trail Easement be construed as granting an exclusive right to carry on any activity on the Trail Easement. Other than as set forth in this Trail Easement, no permanent expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, notwithstanding anything to the contrary in this Trail Easement, Grantor may, in its sole discretion, grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes. New roads (of any type, paved or unpaved), utilities and telecommunications facilities, and/or public buildings may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located on the Trail Easement shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail.

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

3. Immunities.

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

4. Additional Provisions Regarding Trail Use.

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

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

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

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

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

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

5. Indemnification and Insurance.

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

negligence or willful misconduct.

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

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

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

6. Default, Remedies.

In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trail which are the subject to the breach until cured to Grantor's satisfaction. Following Grantee's uncured breach of this Agreement, Grantor shall also have the right (but not the obligation) to cure the breach ("**Grantor's Self-Help Right**"). Notwithstanding the foregoing cure period, Grantor may exercise its Self-Help Right to cure any breach, without notice to Grantee, where the failure to promptly cure such breach would, in the reasonable opinion of Grantor, mean that inadequate insurance was in place or would create or allow to persist an emergency condition or violation of state or federal law. Additionally, Grantor may recover its costs, including reasonable attorney's fees, and damages incurred as a result of the breach. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements.

7. Non-Assignability/Transfer of Property

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

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

8. Amendments

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

9. Force Majeure:

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

10. Definitions

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

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

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

11. Notices

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

To Grantor	General Counsel Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue Suite 4300 Seattle, WA 98104
To Grantee:	Executive Director Maine Huts & Trails 375 North Main Street

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

12. General Provisions.

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

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

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

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

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

F. Right of Mortgagor

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

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

(iii) Upon Mortgagee's assumption of the Trail Easement obligations by foreclosure of the Grantee's interest, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Trail Easement shall continue in full force and effect to the extent it is then in effect.

Mortgagee or any other purchaser at a foreclosure sale of the mortgage shall assume all obligation of Grantee and succeed to all the rights of Grantee in any security or other deposits or other impound payments, however, Grantee shall continue to be liable for such obligations unless otherwise agreed by the parties.

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

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

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

WITNESS

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

_____

By: _____
Name
Its

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

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

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

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

GRANTEE ACCEPTANCE

The above and foregoing Trail Easement was authorized to be accepted by Maine Huts and Trails, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Trail Easement, by and through _____, its _____, hereunto duly authorized, this _____ day of _____, 20__ and agrees to be bound by all its terms and provisions.

GRANTEE:
Maine Huts and Trails
By:_____
Its: _____

State of Maine
County of Kennebec, ss _____, 20__

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

Before me,

_____
Notary Public
Printed Name: _____

Exhibit A: Narrative Description of Trail

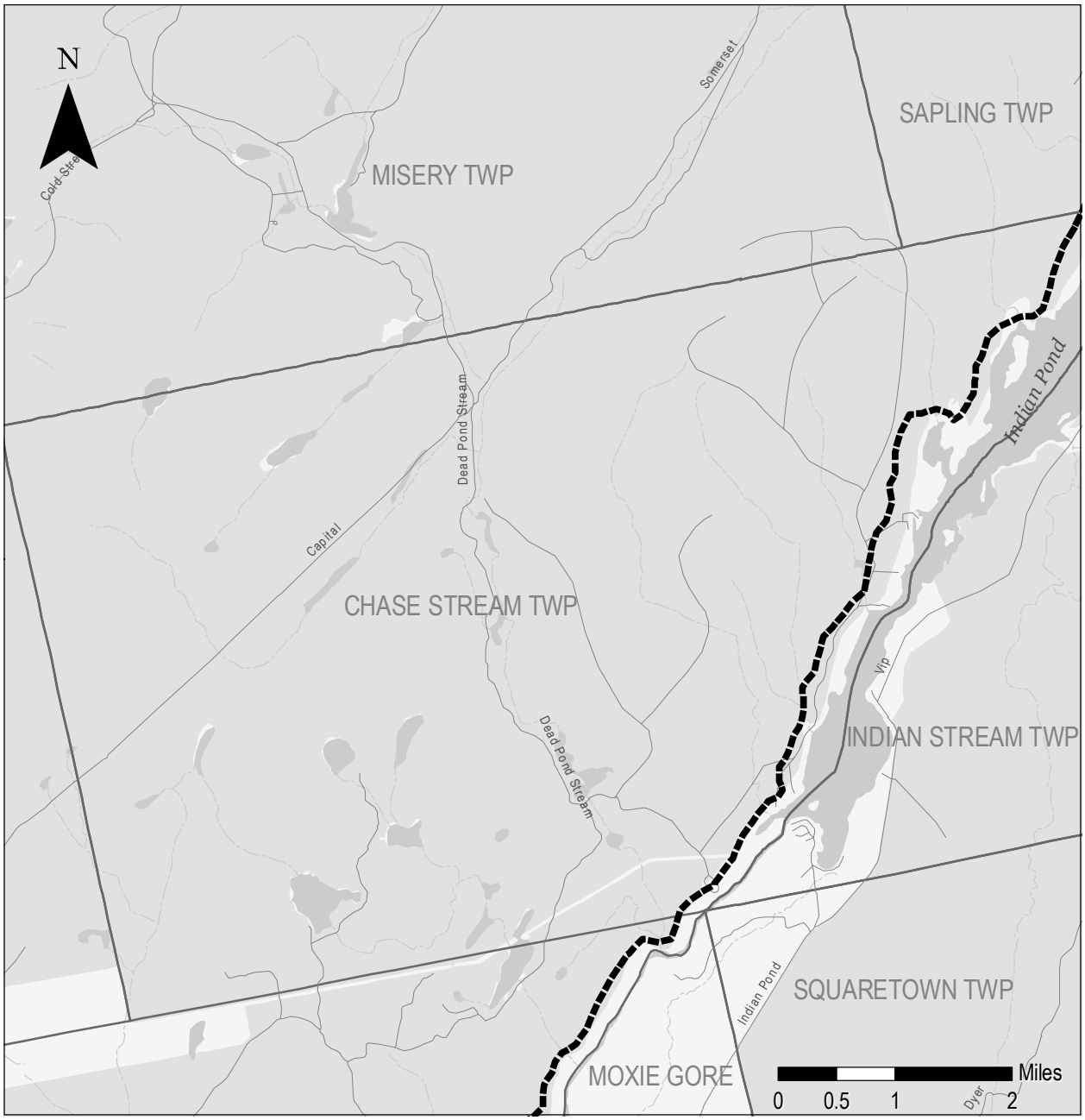
The location of the Trail will not be field-verified and therefore is approximate. The description appearing below is based upon the coordinate system UTM NAD83 Zone 19N. The description identifies the centerline of the Trail.

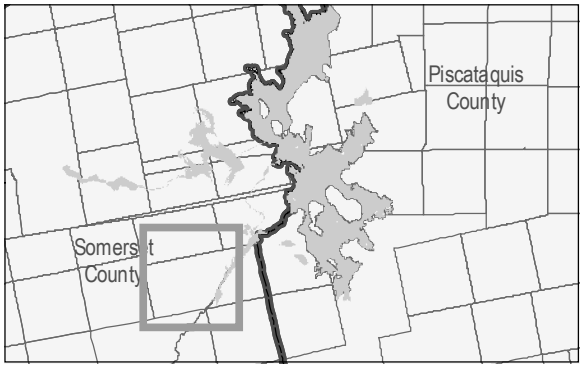
[The complete narrative description of the trail location shall be added here no later than the execution of this easement, and shall not be inconsistent with the maps showing the trail location in Exhibit B.]

Exhibit B: Maps Showing Trail Location

(Maps 1-3)

Exhibit B (page 1 of 3)





Chase Stream Township

Somerset County

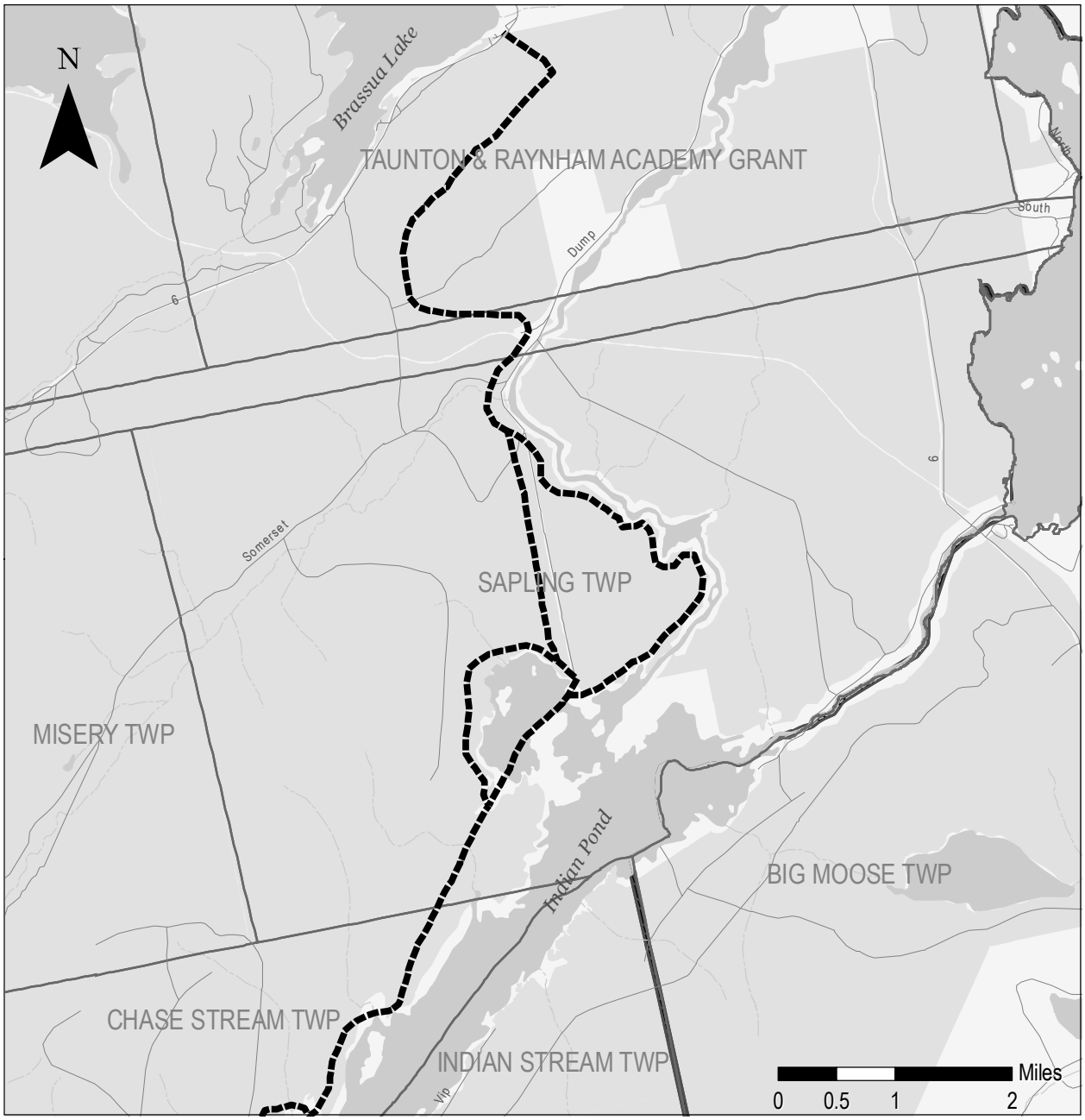
Approx. Moosehead-to-Mahoosucs Trail

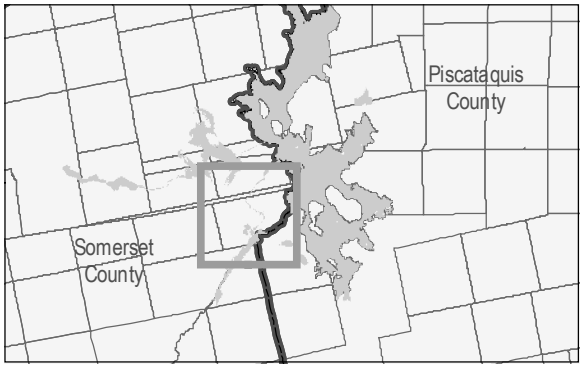
Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

Exhibit B (page 2 of 3)





Sapling Township

Somerset County

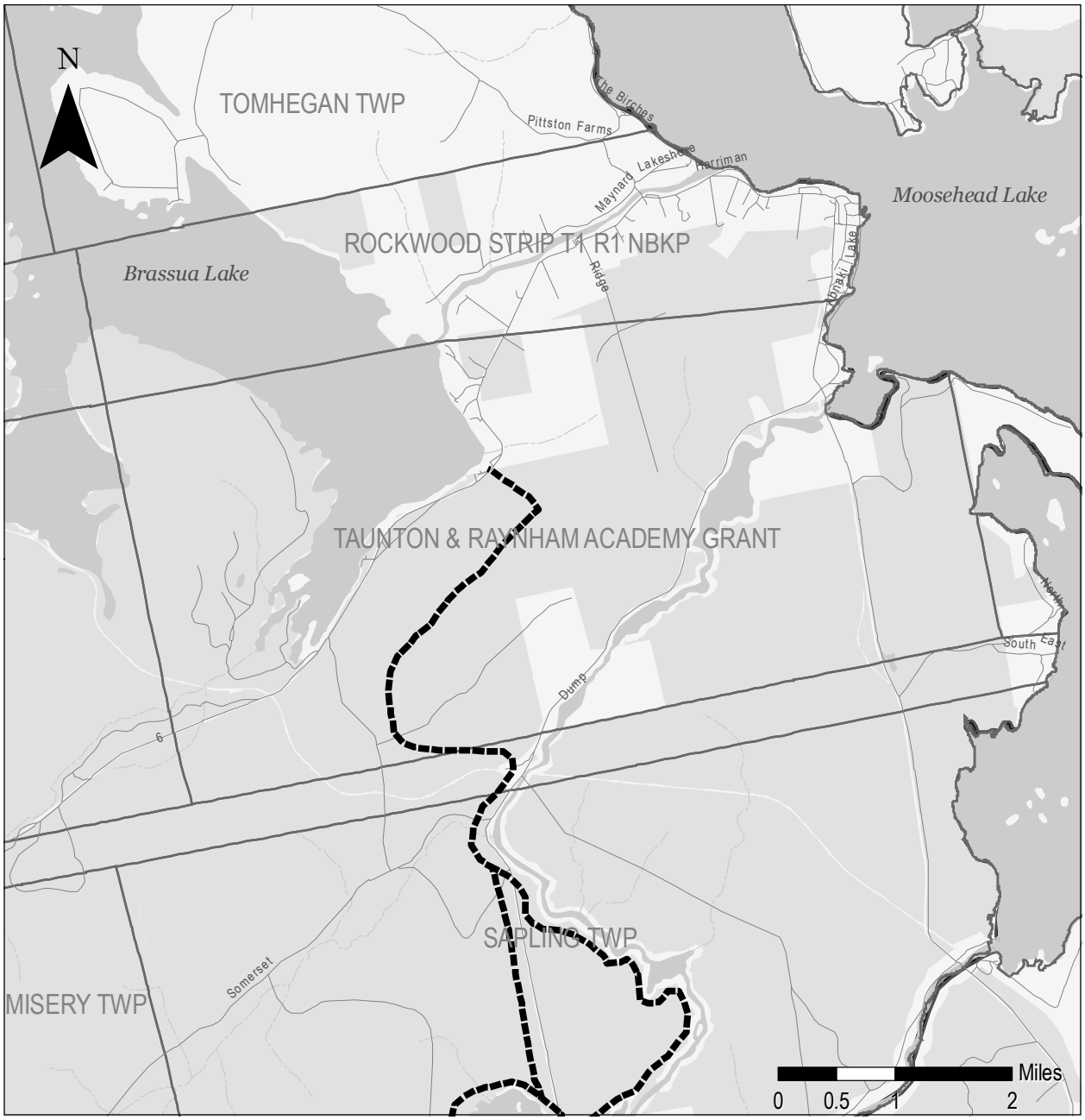
Approx. Moosehead-to-Mahoosucs Trail

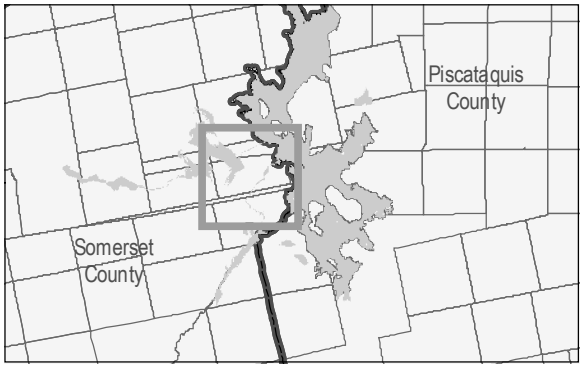
Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

Exhibit B (page 3 of 3)





Taunton & Raynham Academy Grant

Somerset County

Approx. Moosehead-to-Mahoosucs Trail

Plum Creek

Growing Value from Exceptional Resources

KSS/JNR Mar 31, 2009

M

Moosehead Hiking Trails Easement

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

MOOSEHEAD HIKING TRAILS EASEMENT

THIS MOOSEHEAD HIKING TRAILS EASEMENT (this "**Trails Easement**") is made as of _____, 200_, by and between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.** (formerly known as SDW TIMBER II, L.L.C.), a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, WA 98104, (hereinafter referred to as the **"Grantor,"** which word shall include, unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns) and **THE STATE OF MAINE,** in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, with an address of 22 State House Station, Augusta, Maine, 04333-0022 (hereinafter called **"Grantee"** which word shall, unless the context clearly indicates otherwise, include Grantee's successors and assigns).

Subject to the terms of this Trails Easement, Grantor grants to Grantee with QUITCLAIM COVENANT, in perpetuity, an easement for construction, reconstruction, public use, and maintenance of hiking trails (hereinafter, the **"Trails"**), said Easement being one hundred and twenty-one and eight-tenths (121.8) acres in total area, not less than fifteen (15) feet in width, and lying not less than seven and one-half (7.5) feet on each side of the centerline as existing on the ground and as described in **Exhibit A**, attached hereto and made a part hereof, together with such additional width as is necessary to (1) accommodate and protect the Trails for cuts and fills, clearing and placement of logs, brush, rock and soil, and drainage ditches, and other matters needed to maintain the structural integrity of the Trails, and (2) to provide, as necessary, visual buffering from Forest Management Activities conducted in the vicinity of the Trail. To the extent segments of the Easement are wider than fifteen (15) feet for the purposes identified in this paragraph, such additional width shall be included in the calculation of the total Easement Area. The location of the Trail is depicted on the maps attached hereto as **Exhibit B**, and made a part hereof. Unless otherwise indicated on Exhibits A or B, it is presumed that the Easement is fifteen (15) feet in width.

The purpose of this Trails Easement is to allow the Grantee to construct, reconstruct, maintain and repair the Trails for non-motorized, public recreational uses, and to create a perpetual public right for the public to enter and make use of the Trails for these non-motorized recreational uses, all as part of the Moosehead Trail system established under the Concept Plan for Grantor's Lands in the Moosehead Lake Region (the **"Trail System"**). Allowed uses by the public shall include hiking, cross-country skiing, snowshoeing, mountain biking and other non-motorized uses related to primitive recreational activities, and environmental studies, experiential education programs and nature based tourism programs. It is the intent of this Trails Easement that the location of the Trails will remain essentially fixed as set forth herein, and Grantor does not intend to relocate the Trails, although relocation may be permitted under conditions set forth below.

This grant is made subject to the following provisions:

1. Public Trails Easement.

A. Use. Subject to the rights and obligations of the parties herein, this Trails Easement creates a perpetual public right, to be held by the Grantee on the public's behalf and for the public benefit, to enter upon and make use of the Trails for uses described above and such other uses consistent herewith and permitted by the Rules and Regulations adopted pursuant to **Section 1(C),** below.

B. Condition of the Easement Area. Grantee accepts the Easement Area in "AS IS" and "WHERE IS" condition, without warranties, and with all faults including but not limited to latent and patent defects. Grantee waives all warranties, express or implied regarding the condition and use of the Easement Area. Without limiting the generality of the foregoing, this Trails Easement is granted to Grantee subject to: (i) any state of facts which an accurate survey or physical inspection or soil testing of the Easement Area might show; (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee acknowledges that portions of the Easement Area may now be or in the future may become subject to other easements, including conservation easements granted to third party users, provided that any such future easements may not materially interfere with the rights granted herein. Grantee shall use commercially diligent efforts not to disturb any irrigation lines, utilities or other facilities, if any, located on the Easement Area. There shall not be any interruptions to a conservation easement holder's or Grantor's access to the Property.

C. Trail Location, Construction, Reconstruction, Repair and Maintenance. The location of the Trail is described on **Exhibit A** and depicted on **Exhibit B** (subject to the relocation rights of Grantor set forth below). The rights granted to Grantee by this Trails Easement shall include those rights reasonably necessary for or incident to the maintenance, relocation, reconstruction and/or repair of the Trails, including the right to erect directional and/or informational signs or to otherwise mark the Trails. Use and maintenance of the Trails shall be subject to reasonable Rules and Regulations from time to time adopted pursuant to **Section 1(D),** below. The Trails shall be generally left in an unimproved state (other than the construction of the actual trail bed and travel surface, and any bridges, culverts, and other improvements related thereto), and in no event shall any trail be paved by Grantee with any asphalt, concrete, impervious recycled material, or other impervious surface.

D. Rules and Regulations Concerning Public Use and Maintenance. The right of the public to use the Trails and the rights of Grantee as to trail construction, oversight, reconstruction, maintenance and repair are subject to the reserved right of Grantor, following meaningful opportunity to comment by Grantee (except in the case of an emergency), to establish and modify from time to time, reasonable rules and regulations (the "Rules and Regulations"). The Rules and Regulations may be for the conservation and protection of the Trails, including their continuity with trails on adjacent property, and the adjacent property of Grantor, for public safety purposes, to discourage unauthorized travel over Grantor's adjacent lands, to discourage littering and other similar damage to the aesthetic condition of the Trail and surrounding areas, to protect critical habitat or environmentally sensitive areas, and/or to facilitate compatibility with the conduct of Grantor's Forest Management Activities and other reserved uses hereunder. Such rules shall not unreasonably interfere with the continuity of and the public's use of the Trail. Grantor's reserved right to make the Rules and Regulations shall include the rights, without limitation, to control, limit or prohibit, by posting and other reasonable means, on some or all of the Trails, use by the public, use by domesticated animals, pets or bicycles, and/or posting signs or cutting trees or other vegetation, so long as said controls, limits or prohibitions are required for a conservation and protection purpose stated in this **Section 1(D)**. This Easement does not permit the following uses by Grantee or the public within the Easement Area: snowmobiles, all terrain vehicles, any other motorized vehicles, camping and open fires. Notwithstanding the foregoing, motorized activities, including the use of

ATVs, are permitted solely for snow grooming of cross-country skiing trails, trail construction, maintenance and refurbishment, and search and rescue activities.

E. Construction and Use Standards. All construction, reconstruction, maintenance and repair work to the Easement Area shall be known herein collectively as the "**Work.**" Grantee shall be responsible for obtaining all required permits for the Work and permitted uses of Trails from all federal, state or local authorities with jurisdiction over the Trails or any part thereof. Grantee agrees that the location, design, and capacity of any necessary bridges, stream crossings or culverts built or improved by Grantee must conform with applicable rules, laws and regulations, the then-existing forestry Best Management Practices of the State of Maine, and the standards imposed by the 2005-2009 Sustainable Forestry Initiative Standards, any successors to same, or such other reasonable standards as Grantor may from time-to-time implement; and must be approved in advance by Grantor, such approval not to be unreasonably delayed or withheld. Grantee will obtain and deliver to Grantor copies of any and all certificates and permits of satisfactory completion and/or acceptance relative to the Work. Grantee agrees to secure the Easement Area in a safe condition, including, if necessary, the installation of a temporary fence. Grantee will cause all Work to be designed in a professional manner and will follow all reasonable and prudent fire safety standards. Once any Work is commenced, Grantee shall thereafter use good faith and diligent efforts to complete the Work in a timely manner in accordance with a written construction schedule. All Work shall be performed in a professional manner using good workmanship and quality materials in accordance with Grantor approved plans and specifications and in accordance with any and all Laws.

F. Construction Notice and Timing. Grantee shall regularly and consistently coordinate with Grantor regarding the status of the Work performed under this Easement. At least thirty (30) days before Grantee or its agents performs any Work, except for routine Trail maintenance, on or within the Easement Area, Grantee shall provide Grantor with written notice. No Work may be performed when the soils or conditions are inappropriate for such Work. Notwithstanding the above, emergency repairs may be performed without prior notice to Grantor and at any time, so long as the party making such emergency repairs uses diligent and good faith efforts to contact Grantor as soon as possible. Grantee will provide Grantor with a schedule of its significant construction activities.

G. Restoration Following Work. Upon completion of any Work, Grantee, at its sole cost and expense, shall clean-up and remove all debris and waste and restore to the extent practicable any non-Trail property disturbed by the Work to its previous aesthetic condition and/or to a different aesthetic condition acceptable to Grantor (which acceptance shall not be unreasonably withheld) (the "**Restoration Work**"), so long as Grantor's request for restoration to a different aesthetic condition would not result in increased cost to Grantee as compared to restoration to the Property's previous aesthetic condition. Grantee's failure to restore Grantor's Property in accordance with this **Section 1(G)**, following written notice to Grantee and a sixty (60) day opportunity for Grantee to cure the deficiency (unless imminent harm to persons or Property or violation state or federal law exists in which case no notice or opportunity to cure is required), shall be a breach within the meaning of **Section 6**, below, entitling Grantor to exercise the rights and remedies available to it therein.

H. Liens. Grantee shall use good faith efforts to keep the Easement Area free from any mechanics or materialmens liens arising out of any Work performed, materials furnished or obligations incurred by or for Grantee (collectively, a "**Lien**") and shall promptly discharge or post adequate bond to cover any such liens that are asserted. If Grantor becomes aware of any such lien, it shall notify Grantee in writing for the purpose of providing Grantee seven (7) days notice to discharge or post adequate bond to cover such lien, before exercising remedies available to Grantor under **Section 6**, below.

I. Public Information. Grantee shall be solely responsible for the handling and administration of all public matters, controversies or conflicts regarding the rights of the public under this Easement. Grantee shall

designate a representative as its official contact person to whom all public inquiries may be forwarded by Grantor.

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

2. Reservation of Uses, Forest Management Activities.

A. Reservation of all Uses. Grantor reserves all the rights, uses, title, and interest in and to the Easement Area other than those specific grants and covenants made to Grantee herein. Grantor specifically reserves, without limitation, the right to cross and recross the Trail and the right on and adjacent to the Easement Area to engage in Forest Management Activities. Grantor shall make reasonable efforts to minimize damage to the Trail in the course of conducting Forest Management Activities or crossing the Trail to conduct Forest Management Activities. In the event that Grantor causes material damage to the Trail in the course of conducting Forest Management Activities or crossing the Trail to conduct Forest Management Activities, Grantor shall be solely responsible for the costs and expense of repairing such damage and restoring the Trail to its prior condition. This Trails Easement shall not be construed in any manner to create any obligation of Grantor to maintain on land adjacent to the Trails a buffer strip, undisturbed forest land, view corridor, or other limitation on its Forest Management Activities and other land uses permitted hereunder, except as otherwise agreed upon by Grantor and Grantee in writing. This subsection shall not be construed as limiting the width of the Easement Area itself as may be necessary to provide visual buffering from Forest Management Activities. In the event that any future statute, regulation, or rule expands or enhances the public use of the Trails, contrary to or inconsistent with the terms and provisions of this Trails Easement, the enactment of such law, regulation, or rule shall be deemed a material breach without the requirement of proof of specific impact, and shall entitle Grantor to exercise the remedies for breach provided in **Section 6,** below.

B. Right to Close and Relocate Portions of Trail. Grantor's reserved rights shall include, without limitation, the right on written notice, as provided in this **Section 2(B)**, to close all or portions of the Trail and/or to require relocation of one or more Trail segments, on either a temporary or permanent basis, as Grantor may determine in its reasonable discretion necessary or appropriate for the conservation and protection of the Trails or property adjacent to the Trails, to comply with federal or state laws or regulations, for public safety purposes, and/or to protect critical habitat or environmentally sensitive areas; provided that if Grantor closes the Trails for any reason other than (a) inadequate maintenance of the Trail, (b) repeated violations of the rules and Regulations, (c) failure to carry the required insurance or (d) to comply with a federal or state law or regulation (each, a **"Bad Act Termination"**), Grantor shall designate in its written notice and make available no later than the date of closing all or a portion of the Trail an alternate and qualitatively similar Trail segment so that the connectivity of the Trails with the Trail System is not interrupted. Upon written notice, Grantor may temporarily close or require temporary relocation of one or more trail segments to accommodate Forest Management Activities and other reserved uses of the Grantor with the provision that an alternate and qualitatively similar Trail segment be provided so that the connectivity of the Trails with the Trails System is not interrupted. For closures and/or relocations of less than ¼-mile, Grantor shall provide thirty (30) days written notice, or such shorter periods as may be necessary in the event of an emergency. For closures and/or relocations of greater than ¼-mile, Grantor shall provide one hundred and twenty (120) days written notice, or such shorter notice as may be necessary in the event of an emergency. If Grantor closes the Trails or any portion thereof for any reason other than a Bad Act Termination, Grantor shall be solely responsible for the costs and expense, including incidental costs of relocation such as reprinting of maps and brochures. In the event of a temporary relocation, Grantor shall execute and deliver to Grantee a temporary easement, on identical terms and conditions to this Trail Easement, for the areas to which the Trails have been relocated. In the event of a permanent relocation, Grantor and Grantee shall execute an amendment to this Trail Easement revising the

description and depiction of the Trails set forth in **Exhibits A** and **B** to reflect the relocated areas. Any such permanent relocation of the Trail shall conform with then-current statewide practices and laws for design and construction of a recreational hiking trail.

C. Notification of Certain Forest Management Activities. The parties acknowledge that the description and depictions of the Trail locations are based on the coordinate system UTM NAD83, Zone 19N, are not field-verified and therefore are approximate. To avoid potential conflicts related to Grantor's Forest Management Activities and Grantor's obligation to relocate the Trail, as more particularly described in **Section 2(B)**, above, whenever Grantor will be conducting thinning or harvesting within 20 feet of the centerline of the Trail, Grantor will mark the harvest area on the ground and will provide Grantee with thirty (30) days notice (the "**Location Notice**") and opportunity to comment. If Grantee does not raise an objection in writing, Grantee will be deemed to have approved the Location Notice. If Grantee raises an objection in writing, Grantor and Grantee agree to work together in good faith to promptly resolve any disputes related to the demarcation of the harvest area. If the parties have been unable to resolve such dispute within sixty (60) days following Grantor's delivery of the Location Notice, either party may submit the dispute to mediation as described in **Section 12(F),** below.

D. Nonexclusivity. This Easement grants the Grantee and the public a non-exclusive right to use the Trails for purposes described above. This Easement shall not prohibit Grantor from granting other licenses or permissions to use the Easement Area. No such license or permission may materially interfere with the rights granted herein. Nothing in this Easement shall be construed as granting an exclusive right to carry on any activity within the Easement Area. Other than as set forth in this Trail Easement, no permanent, expressed or implied right of access to, or use of, private lands and/or improvements, including, but not limited to, roads owned by Grantor, is granted, transferred, or assigned. Further, Grantor may grant permanent or temporary easement rights across the Trail Easement to third parties for ingress, egress and utilities for all lawful purposes, provided that such rights are subject to this Easement and do not materially interfere with the rights granted herein. New roads (of any type, paved or unpaved), utilities and telecommunications facilities may be installed, constructed, maintained, repaired, and replaced from time to time on or across the Trail Easement and the adjacent property of the Grantor, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Grantee provided that such roads, utilities and telecommunications facilities are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, such roads, utilities and telecommunication facilities crossing or located on the Easement Area shall be located in a manner to minimize their impact on the intended use of the Trail Easement as a recreational trail. Any such impact that results in a closure or relocation shall be governed by the requirements of **Section 2(B)** immediately above.

Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Trails, including the right to engage in or permit others to engage in, uses of the Easement Area (provided, however, that such other uses do not materially interfere with uses of the Easement Area authorized herein) and Grantor's adjacent property that are not expressly prohibited or limited by this Easement.

3. Fees. Grantee agrees that it shall not charge a user fee or similar specific assessment for the use of the Trails without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This prohibition shall not restrict Grantee from assessing fees of general application to the public. In the event the liability protections afforded to Grantor pursuant to **Section 4,** below are diminished or reduced, Grantor reserves the right to assess a fee for use to public users of the Trails to recover the actual costs of insurance necessary to restore liability protection to that which existed at the time this Easement was executed.

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

5. Insurance.

a. **Contractor Coverage Requirements**. Unless Grantor has granted a written waiver pursuant to **Section (5)(a)(v)** below, Grantee agrees to require its contractor(s) or agents performing any Work on the Trails to obtain, and thereafter maintain so long as such Work is occurring, at least the following minimum insurance coverage with an endorsement with the following statement: "This policy constitutes Primary Coverage for all insureds in the event of any occurrence, claim, or suit:

i. Worker's Compensation Insurance.

ii. Commercial General Liability Insurance – on an Occurrence Basis, which will provide primary coverage in the event of any occurrence, claim, or suit, with limits of not less than:

1. $2,000,000 – General Aggregate;
2. $2,000,000 – Products – Comp/OPS Aggregate;
3. $1,000,000 – Personal and Advertising Injury;
4. $1,000,000 – Each Occurrence;
5. $300,000 – Fire Damage (any one fire); and
6. $10,000 – Medical Expense (any one person).

iii. Automobile Liability Insurance, with a minimum limit of $1,000,000 combined single limit per accident."

iv. The parties agree that Grantor may from time to time amend the limits described in **Section 5(a)(ii) and (iii)**, immediately above, to reflect inflation and industry standards. Any such amendment shall be in writing and shall provide Grantee and/or its contractors with thirty (30) days notice to obtain insurance that provides for the amended limits.

v. Grantor agrees to consider in good faith a written request from BPL to waive or modify the provisions of **Section 5(a)(i)-(iii)**, above. A written Waiver Request shall include all of the following: a detailed description of the Work to be performed and who will be performing the Work, including the names of the onsite crew supervisors; the trail construction and maintenance experience of the persons/organization who will perform the Work; and, if applicable, a certification that the persons/organization are volunteers and that they will receive no compensation for the Work. Plum Creek will act on such a request with thirty (30) days of receipt, and shall not unreasonably withhold its approval.

b. **Evidence of Insurance**. Before commencement of any Work on the Trails or entry upon the Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form, or equivalent:

i. Listing Grantor as a Certificate Holder and Additional Insured on general liability and any excess liability policies;

ii. Containing a cancellation clause of the certificate amended to read: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail thirty (30) days' prior written notice to the certificate holder names to the left";

iii. Listing the insurance companies providing coverage (all companies listed must be rated "B+ Class V" or better, in the A.M. Best Company Key Rating Guide-Property Casualty, current edition); and

iv. Bearing the name, address, and telephone number of the producer and an original signature of the authorized representative of the producer.

6. Breach, Remedies. In the event of Grantee's material uncured breach of any of the covenants, terms, conditions, restrictions, and agreements herein contained for a period of thirty (30) days after written notice from Grantor expressly referencing this **Section 6** and its remedies, then Grantor may, at its option, prohibit use by posting or other means of those portions of the Trails which are the subject of the breach until cured to Grantor's reasonable satisfaction. If the breach by Grantee is of a type that is not capable of being cured within said thirty (30) days, the breach will be deemed cured if Grantee commences to cure the breach within said thirty days, gives written assurances of its intent to complete the cure within a reasonable time under the circumstances and diligently completes the cure as soon as circumstances permit. No failure on the part of Grantor to enforce a breach of this Trail Easement by Grantee of any conditions or agreements herein contained shall be construed as a waiver of the right to enforce any of the remedies provided herein for subsequent breach of the same or any other of said conditions or agreements. No actions taken by Grantee to remedy a breach alleged by Grantor shall be construed as a waiver of Grantee's right to legally contest Grantor's allegation of breach. Following Grantee's uncured breach of this Agreement, Grantor shall also have the right (but not the obligation) to cure the breach ("**Grantor's Self-Help Right.**") Notwithstanding the foregoing cure period, Grantor may exercise its Self-Help Right without notice to Grantee to cure any breach: (1) of the insurance requirements set forth in **Section 5**, immediately above, and (2) where the failure to cure such breach promptly would, in the reasonable opinion of Grantor, create or allow to persist an emergency condition or violation of state or federal law. Upon Grantor's written request and submission to Grantee of adequate documentation, Grantee shall certify Grantor's reasonable costs and expenses incurred in connection with Grantor's exercise of its Self-Help Right **("Self-Help Costs and Expenses")** in order to facilitate Grantor's claim for reimbursement of said costs and expenses from the Moosehead Recreation Fund created under the Concept Plan. Grantee shall issue the requested certification if (a) a breach occurred; and (b) the costs and expenses incurred by Grantor were reasonably necessary to cure the breach as permitted in this **Section 6**.

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

8. Amendments. Grantor and Grantee have the right to amend this Trails Easement by written and recorded mutual agreement of Grantor and Grantee. The prior approval of the Land Use Regulation Commission is only required for any amendment that would materially limit or terminate Grantee's or the public's rights. No such

prior consent from the Land Use Regulation Commission is required for any amendment which does not materially terminate or limit Grantee's or the public's rights.

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

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

"**Easement Area**" shall mean the Trails Easement Area, as further described and depicted in **Exhibits A** and **B** hereto.

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

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

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

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

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

12. General Provisions.

A. General. The section headings herein are for reference and convenience only and shall not be considered in the interpretation hereof. If any term or provision of this Trails Easement is determined to be invalid, unenforceable, or against public policy, the remainder of this Trails Easement shall not be affected

thereby and all other terms and provisions of this Trails Easement shall remain valid and enforceable to the extent permitted by law.

B. Remedies Not Exclusive; Waiver. The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. The failure or delay of either party, for any reason whatsoever, to enforce this Trail Easement shall not constitute a waiver of its rights. Nothing herein shall be construed as to relieve Grantor from compliance with any applicable federal, state or local law, regulation, rule or ordinance.

C. Release. Grantee acknowledges that it accesses and uses the Easement Area in "as is" and "where is" condition, and agrees that Grantor shall not be responsible for any harm, damage or injury that may be suffered or incurred by Grantee through the use and condition of the Easement Area and/or property, except to the extent that such harm, damage or injury is caused or contributed to by Grantor's negligence. Grantee hereby releases Grantor from any and all of its claims which may arise on account of injury to persons, loss of life, and damage to property through Grantee's use of the Easement Area and/or property, except to the extent that such injury to persons, loss of life or damage to property is caused or contributed to by Grantor's negligence.

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

E. Enforcement Rights. This Trails Easement shall not be construed to entitle any person or entity other than Grantor or Grantee and/or the Attorney General to enforce any of the terms or conditions hereof relating to Trail construction, reconstruction, repair or maintenance. Specifically, no member of the public in their individual capacity shall have any rights under this Trail Easement to enforce as against Grantor any of its provisions, except with respect to any unlawful denial of public access to the Trail.

F. Dispute Resolution. In the event Grantor and Grantee are unable to resolve any dispute over the proper interpretation and enforcement of this Easement informally, the matter shall be submitted to mediation. The party to the dispute seeking resolution of the matter shall provide written notice of a request for mediation to the other. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal and equitable remedies may otherwise be available to them, including the initiation of proceedings with a court of competent jurisdiction.

G. Sovereign Immunity. Nothing herein may be construed as a waiver of Grantee's sovereign immunity.

H. Enforcement/Attorneys' Fees. The Parties shall bear their own costs and attorneys fees in any legal action to enforce or rescind any term of this Easement. In any action brought by a member of the public under **Section 12(E)**, above, the prevailing party shall be entitled to an award of costs and attorneys fees.

I. Arm's Length Transaction. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Easement as part of an "arm's-length" transaction. No Party hereto has the authority

to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this provision. Each Party to this Easement is a separate and independent entity. No Party will have the right to act as agent for the other Party.

J. Counterparts. This Easement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Easement, which shall be fully binding upon each Party who executes the same.

K. Exhibits. The following exhibits are a part of this Easement to the same extent as if set forth in the body of this Easement:

Exhibit A Description of the Trail Location
Exhibit B Maps Depicting Trail Location

IN WITNESS WHEREOF, Grantor has caused this Trails Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by _____, its _____, hereunto duly authorized, this ____ day of _____, 200_.

GRANTOR:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.
By Plum Creek Timberlands, L.P.,
Its Sole Member
By Plum Creek Timber I, L.L.C.,
Its General Partner

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the Presence of:

WITNESS:

_____
Name: _____
Title: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this _____ day of_____ , 200_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____of Plum Creek Timber I, L.L.C. ("Timber LLC"), the limited liability company acting as General Partner of Plum Creek Timberlands, L.P. ("Timberlands LP"), the limited partnership acting as Sole Member of Plum Creek Maine Timberlands, L.L.C.("Timberlands LLC"), 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 Timber LLC as General Partner of Timberlands LP and of Timberlands LP as Sole Member of Timberlands LLC for the uses and purposes therein mentioned; and on oath stated that s/he was authorized to execute said instrument on behalf of Timber LLC, that the Timber LLC was authorized to execute said instrument on behalf of Timberlands LP and that Timberlands LP was authorized to execute said instrument on behalf of Timberlands LLC.

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

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

GRANTEE ACCEPTANCE:

The above and foregoing Legacy Trail Easement was authorized to be accepted by THE STATE OF MAINE in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Legacy Trail Easement, by and through , _____its _____, hereunto duly authorized, this _____day of _____, 200_ and agrees to be bound by all its terms and provisions.

GRANTEE:

THE STATE OF MAINE, in its sovereign capacity, acting through its Commissioner of Conservation and its Director of the Bureau of Parks and Lands

By:_____
Name: _____
Its: _____

State of Maine
County of Kennebec, ss _____,200_

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

Before me,

_____
Notary Public
Printed Name: _____

Exhibit A: Description of the Trail Location

The locations of the Trails will not be field-verified and therefore are approximate. The description appearing below is based upon the coordinate system UTM NAD83 Zone 19N. The description identifies the centerline of the Trail.

[The complete narrative description of the trail locations shall be added here no later than the execution of this easement, and shall not be inconsistent with the terms of the Trail Grant and Implementation Agreement, attached as Appendix N to the Concept Plan.]

Exhibit B: Maps Depicting Trail Location

[Maps identifying the trail locations shall be added here no later than the execution of this easement, and shall not be inconsistent with the terms of the Trail Grant and Implementation Agreement, attached as Appendix N to the Concept Plan.]

N

Trail Grant and Implementation Agreement

WHEN EXECUTED RETURN TO:
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
999 Third Ave., Suite 4300
Seattle, WA 98104
Attn: Jim Kraft
File Number:

TRAIL GRANT AND IMPLEMENTATION AGREEMENT

THIS TRAIL GRANT AND IMPLEMENTATION AGREEMENT ("**Agreement**") is made as of _____, 200_, by and between Plum Creek Maine Timberlands LLC, a Delaware limited liability company and its affiliates formerly known as SDW Timber II, L.L.C. ("**Plum Creek**"), its successors and assigns, and the State of Maine, in its sovereign capacity, acting through its Commissioner of the Department of Conservation and its Director of the Bureau of Parks and Lands ("**BPL**"). Plum Creek and BPL are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Plum Creek owns certain real property located in Somerset and Piscataquis Counties, Maine which property is the subject of a concept plan called "Concept Plan for the Moosehead Lake Region ("the **Concept Plan**"), approved by the Maine Land Use Regulation Commission ("**LURC**") pursuant to Zoning Petition ZP 707. Pursuant to the Concept Plan, the Parties intend that a portion of Plum Creek's property, as well as certain portions of property which BPL owns or has an interest in, and which is located in the Moosehead Lake Region, be utilized for the planning, construction, and maintenance of new trails or for the improvement of existing trails, all for the purpose of allowing the public to use said trails for hiking, cross-country skiing, snowshoeing, mountain biking and other non-motorized primitive recreational activities (hereafter, the "**Moosehead Trails"** or the "**Trails**"). The Parties further intend for Plum Creek to provide a fixed amount of grant funds to BPL for the creation and maintenance of said Trails, and for BPL to provide the staffing and implementation necessary to achieve the Parties' intent.

B. The Purpose of this Agreement is to: (i) set forth the terms and conditions under which Plum Creek will grant to BPL, and BPL accepts, the sum of one million dollars ("**Grant Funds**") for the planning, construction, maintenance, and/or improvement of the Trails; (ii) establish a process for determining the location of new and/or improved trails on Plum Creek's and/or BPL's Moosehead Lake Region property; and (iii) establish a phasing schedule and other conditions relating to construction of the new trails and/or improvement of existing trails.

C. The terms of use by the public and by BPL of the Moosehead Trails established on Plum Creek's property are set forth in an easement titled *Moosehead Hiking Trails Easement* (hereafter "**Trails Easement**") the form of which is attached hereto as **Exhibit A**. It is the intent of the parties that this Agreement is consistent with the Trails Easement, and that the Agreement be interpreted in harmony with the terms of the Trails Easement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Plum Creek and BPL agree as follows:

1. **GRANT FUNDS**. Plum Creek hereby grants the sum of one million dollars ($1,000,000) to BPL to use for Eligible Expenses, and otherwise in accordance with the terms and conditions of this Agreement. Within forty-five (45) days of the Final Concept Plan approval (defined as that date upon which the deadline for any appeals from such LURC approval passes without an appeal being filed, or upon which the last of any such appeal is decided on terms acceptable to Plum Creek in its sole discretion, whichever is later) (the "**Grant Date**"), Plum Creek shall disburse the first of five (5) annual payments of two hundred thousand dollars ($200,000) to BPL, the five annual payments which collectively shall constitute the "**Trails Grant**." Provided that BPL is in material compliance with this Agreement, the four subsequent disbursements of the Trails Grant shall each be made on the one-year anniversary of the Grant Date, such that the fifth and final disbursement shall be made on the fourth one-year anniversary of the Grant Date. The Trails Grant and all interest earned thereon shall be known as the "**Trails Fund**." The Trails Fund shall be held by BPL in a separate interest-bearing account and shall be used by BPL exclusively to pay for Eligible Expenses (defined in **Section 4**, below) and otherwise as required under the terms and conditions of this Agreement.

2. **TRAIL AMOUNTS AND LOCATIONS**

A. **Area of New Trails To Be Constructed.** New Trails will be constructed by BPL or its designee on land in the Moosehead Lake Region owned by Plum Creek and/or BPL, or in which BPL has an interest. The Easement Area, including the actual Trail width and all buffers shall not exceed a maximum area equal to one hundred twenty-one and eight-tenths (121.8) acres, unless the parties mutually agree in writing to a larger area. If the Trails Easement is substantially more than fifteen (15) feet wide in any section, the length shall be adjusted elsewhere so that the total maximum area is not materially increased.

B. **Improvement of Existing Trails.** In addition to new Trails set forth in **Section 2(A)**, immediately above, a portion of Grant Funds in an amount and location determined by the mutual agreement of the Parties may be used by BPL for the improvement, upgrading and maintenance of Trails already existing in the Moosehead Lake Region on land in which either of the parties has an interest.

C. **Phasing.** The Trails (each a **"Trail**") will be constructed in phases and located by mutual agreement as follows. The specific locations of each Trail must be approved by Plum Creek and BPL prior to commencement of its construction and/or improvement in accordance with the location approval procedures set forth below. Not later than twelve (12) months following the Grant Date and no less frequently than every twelve months thereafter until the location of all the Trails has been agreed upon by the parties, the parties shall meet to discuss the location of the Trails. Not less than sixty (60) days before such meetings, BPL shall provide to Plum Creek a proposed Trails Location Plan, including reasonably detailed specifications, location map and site plan. Upon the first agreement by Plum Creek and BPL on the location of any part of the Trails, which the parties shall cooperate in good faith to achieve not later than eighteen (18) months following the Grant Date, the parties agree to execute the Trails Easement. Upon the agreement of Plum Creek and BPL on the location of any additional part of the Trails, the parties agree to execute an amendment to this Agreement showing the location of the Trails (the "**Subsequent Phase Amendment**"). The parties shall cooperate in good faith in order to complete Subsequent Phase Amendments for all the Trails not more than four (4) years from the Grant Date.

D. Guidelines for Locations of Trails. The following are guidelines for identifying the proper locations for the Trails. The locations shall: (a) be within the Moosehead Lake Region on property owned by either Plum Creek or BPL, or in which BPL has an interest; (b) be consistent with public safety goals, laws, rules and regulations, and the protection of critical habitat and environmentally sensitive areas, Plum Creek's forest management activities and Plum Creek's other reserved uses under the Moosehead Trails Easement; (c) be in areas which the parties determine to be valuable for public, non-motorized, primitive recreational activities or provide continuity to those areas; (d) provide continuity with trails on adjacent properties to the extent the parties determine that such continuity is valuable for public, non-motorized, primitive recreation; (e) be in areas that allow for Trails construction and maintenance at reasonable cost; and (f) have the approval of any required third parties. Notwithstanding any other provision of this Agreement, Plum Creek may reject the proposed location of any new Trail which would cross any Development Area in the Concept Plan.

E. Dispute Resolution Regarding Location of Trails. The parties agree to work together in good faith to reach agreement on the location of the Trails. If by the fourth anniversary of the Grant Date, the parties have been unable to mutually agree on the location of the Trails, either party may request mediation in order to resolve the disagreement. Both parties shall participate in such mediation in good faith, and shall split the costs of mediation equally. The parties shall cooperate to expedite mediation and endeavor to complete the process within sixty (60) days subsequent to the delivery by BPL to Plum Creek of its Trails Location Plan.

If mutual agreement is not reached at the conclusion of this mediation process, either Plum Creek or BPL may deliver to the other a written Location Notice requesting the intervention of an arbitrator to determine the location of the remaining Trails and the matter shall then be submitted for decision to an arbitrator. The date the Location Notice is delivered shall be the **Arbitration Commencement Date**. The arbitrator shall be mutually agreed upon by Plum Creek and BPL and shall, to the extent reasonably practicable, have experience with recreational trails and commercial forestry. If Plum Creek and BPL are unable to agree on the arbitrator within thirty (30) days following the Arbitration Commencement Date, the arbitrator will be appointed by the director (or the equivalent) of the Boston office (or next nearest office to Augusta, Maine) of the American Arbitration Association upon the application of either party. Within ninety (90) days following the hearing of this matter by an arbitrator, the arbitrator shall determine the location of all Trails not identified by this Agreement or a Subsequent Amendment. Both parties shall submit to the arbitrator for his or her consideration their best and final proposed location plan for the Trails. The arbitrator shall have the right to consult with experts and competent authorities for factual information or evidence pertaining to the determination of the location for the Trails. The arbitrator shall pick the final proposed location plan from the two that are submitted that best meets the location criteria above. The arbitrator shall render her or his decision by written notice to each party. The determination of the arbitrator will be final and binding upon BPL and Plum Creek. The cost of the arbitration itself (but not any associated attorneys fees and costs of the adverse Party) will be paid by BPL if the correct location determined by the arbitration is the location specified in Plum Creek's notice, and by Plum Creek if the correct location determined by the arbitration is the location specified in BPL's notice.

3. CONSTRUCTION OF TRAILS.

Prior to commencing construction on any Trails located on Plum Creek property, the Trails Easement must be signed and recorded and BPL must have obtained from Plum Creek written approval of BPL's construction plans and construction schedule for that phase of the project (**"Trails Construction Plans and Schedule"**). Plum Creek's approval shall not be denied so long as (i) BPL is in material compliance with this Agreement, the Trails Easement and all Trails Construction Plans and Schedules and (ii) BPL has reasonably demonstrated that the activities proposed in Trails Construction Plans and Schedule can be completed in full with available Grant Funds. Each Trails Construction Plans and Schedule shall be provided by BPL to Plum

Creek, and shall set out sufficient detail to permit construction in full of the applicable section of the Trails. Plum Creek shall have ninety (90) days following receipt to review and either approve, partially approve or reject the applicable Trails Construction Plans and Schedule submission.

BPL will construct the Trails in accordance with the Construction Plans and Schedule and will act as the construction manager on all phases of the Trails construction. The Trails Construction Plans and Schedule shall be broken into stages and shall reflect for each stage of construction how long each construction item will take to complete, as well as when each stage, and when the entire Trails project, will be completed. The Construction Plans and Schedule shall reflect a starting date of no later than thirty-six (36) months following the Grant Date**,** and the final completion date for all of the Trails shall be no later than July 1, 2018. Adjustments to any agreed upon phased completion dates will require the consent of Plum Creek and BPL, including delays for inclement weather and/or scheduling conflicts due to third parties. It shall be BPL's responsibility to notify Plum Creek in writing of any request to approve such delays.

4. <u>COST OF TRAILS AND BUDGET APPROVAL PROCESS.</u>

A. <u>Generally</u>. All costs associated with the planning, construction, refurbishment, improvement and maintenance of the Trails, as well as the Restoration of the Property following construction, shall be borne by BPL. All those trails costs which qualify as Eligible Expenses, as defined in **Section 4(B)**, immediately below, may be paid by BPL out of the Trails Fund.

B. <u>Expenses</u>. "**Eligible Expenses**" include all reasonable, documented costs incurred or to be incurred by BPL solely in connection with the planning, construction, improvement and maintenance of the Trails, as well as the Restoration of the Property following construction. Eligible Expenses include, but are not limited to: (a) accounting, legal and reporting services; (b) forms, papers, ledgers and other supplies and equipment used; (c) electronic data processing equipment or any *pro rata* charge thereon; (d) non-cash expenses such as depreciation or amortization; (e) salaries, benefits and transportation expenses of BPL's employees; and (f) costs associated with actual construction, improvement, maintenance of the Trails and Restoration of the Property, including cutting, filling, clearing, placement of logs, moving rocks and soil, and creating drainage ditches; as well as the costs of providing basic trail amenities including signage, privies and trailhead parking.

Prior to distributing any money from the Trails Fund, and annually following the first distribution from the Trail Fund, BPL shall submit to Plum Creek a proposed budget for approval. Plum Creek shall have ninety (90) days following receipt to review and either approve, partially approve or reject the proposed budget. Plum Creek shall approve the proposed budget so long as (i) all proposed expenses are Eligible Expenses as defined in this **Section 4(B)**, (ii) BPL is in material compliance with this Agreement and the Trails Easement, (iii) said budget is consistent with all approved Construction Plans and Schedules, and (iv) BPL has reasonably demonstrated that the activities proposed in any Trails Construction Plans and Schedule can be completed in full with available Grant Funds. BPL may use Grant Funds only on Eligible Expenses according to a budget that has been pre-approved by Plum Creek.

5. <u>NOTICES</u>. All notices, demands, consents, approvals and other communications which are required or desired to be given by any Party to the other hereunder shall be in writing and shall be hand-delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate parties at their addresses set forth below, or at such other address as such Parties shall have last designated by notice to the others. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or five (5) days after mailing: provided, however, that if any such notice or other communications shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time

and on the date of machine transmittal if the sending Party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice of communications.

To BPL: Department of Conservation
Bureau of Parks and Lands
22 State House Station
Augusta, ME 04330
Attn: Director, Bureau of Parks and Lands
Fax:_____

To Plum Creek: Plum Creek Maine Timberlands LLC
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: General Counsel

With a copy to: Plum Creek Maine Timberlands LLC
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Senior Director, RE Law

6. MISCELLANEOUS.

A. **Entire Agreement**. This Agreement constitutes the entire contract and understanding between the parties related to the subject matter herein and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the parties.

B. **Successors and Assigns**. BPL shall not assign or transfer this Agreement or any of the rights associated herewith without the prior written consent of Plum Creek, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and enforceable by and against Plum Creek and its successors and assigns, such that multiple Plum Creeks may own portions of the Trails, each of whom shall be entitled to enforce and shall be bound by this Agreement.

C. **Governing Law**. This Agreement contemplates the construction of trails pursuant to an easement intended to be governed as a trail easement in compliance with 33 M.R.S.A §§ 1581-1585. Interpretation and performance of this Agreement shall be governed by all other applicable laws of the State of Maine, without giving effect to its conflict of laws provisions if doing so would result in any provision of this Agreement being governed or interpreted under the laws of any other jurisdiction.

D. **Dispute Resolution Generally.** Except as is provided in **Section 2(E)**, above, in the event that the parties are unable to resolve any dispute arising hereunder informally, the matter shall be submitted promptly to mediation. The party seeking resolution of the matter shall provide written notice of the request for mediation to the other party. The parties shall cooperate in good faith to agree upon a mediator and to proceed in accordance with any rules or requests of the mediator. The reasonable cost of such mediation shall be split equally between the parties. In the event that mediation is unsuccessful, the parties may pursue whatever legal

and equitable remedies may be available to them, including the initiation of proceeding with a court of competent jurisdiction.

E. **Termination**. To the extent dispute resolution pursuant to **Section 6(D)**, above, is unsuccessful in resolving the dispute, either Party may terminate this Agreement upon the other Party's material breach of its terms or conditions. If Plum Creek exercises its right of termination under this **Section 6(E)**, it shall have no further obligation to make disbursements of Grant Funds to BPL under **Section 1**, above, and BPL shall, within thirty (30) days of written notice of termination, remit to Plum Creek any remaining balance from previous disbursements for which BPL has not, at the time of written notice of termination, incurred Eligible Expenses. It is the intent of the Parties that if Plum Creek exercises its right of termination under this **Section 6(E)**, Plum Creek will assume direct responsibility for completing construction of the Trails on its property but only to the extent that the Trails Funds are actually retained by Plum Creek or remitted to Plum Creek by BPL. Once the Trails Fund has been exhausted, Plum Creek shall have no further financial obligations under this Agreement for the planning, construction, maintenance or improvement of the Trails. Nothing herein may be construed as entitling Plum Creek to recover from BPL any funds except to the extent of any Trails Fund balance that remains following BPL's reimbursement for all Eligible Expenses approved by Plum Creek in accordance with **Section 4(B)**, above, that were incurred prior to written notice of termination.

F. **Enforcement/Attorneys' Fees**. Each party will bear its own costs in any legal action to enforce or rescind any term of this Agreement. This Agreement shall not be construed to entitle any person or entity other than Plum Creek, BPL and/or the Attorney General to enforce any of the terms or conditions hereof. Specifically, no member of the public shall have any rights under this Agreement to enforce as against Plum Creek any of its provisions, such rights being exclusive to BPL as an agency of the State of Maine in its sovereign capacity.

G. **Remedies Not Exclusive; No Waiver**. The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein. Any waiver of any breach of this Agreement, or the breach of any covenant, representation or warranty contained herein, in any one instance, shall not operate as or be deemed to be a further or continuing waiver of such breach or any other breach, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such Party's right at a later time to enforce or require performance of any such provision.

H. **Interpretation**. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

I. **Time is of the Essence**. Time is expressly made of the essence of each and every provision of this Agreement.

J. **Authority.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement, and that this Agreement is a binding obligation of the entity for which they are executing this Agreement.

K. **Arm's Length Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arm's-length" transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto or to waive any right of any other party hereto or third parties, nor shall they make any representation to any third party inconsistent with this provision. Each Party to this Agreement is a separate and independent entity. No Party will have the right to act as agent for the other Party.

L. **Sovereign Immunity**. Nothing herein may be construed as a waiver of BPL's sovereign immunity.

M. **Counterparts.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Agreement, which shall be fully binding upon each Party who executes the same.

N. **Exhibits.** The following exhibits are a part of this Agreement to the same extent as if set forth in the body of this Agreement:

Exhibit A– Moosehead Hiking Trails Easement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BPL

BPL, a _____

By:_____
Name:_____
Title:_____

STATE OF MAINE)
).
COUNTY OF KENNEBEC)

On this _____ day of _____, 200__, before me, the undersigned, a Notary Public, in and for the State of Maine, duly commissioned and sworn personally appeared _____, of **the Bureau of Public Lands of the State of Maine Department of Conservation**, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Maine, residing at _____,
My commission expires _____.

<u>Plum Creek:</u>
PLUM CREEK MAINE TIMBERLANDS, L.L.C.
By:_____
Name: _____
Its: _____

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

On this _____ day of _____, 200__, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn personally appeared _____, of **Plum Creek Maine Timberlands LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____,
My commission expires _____.

O

Memorandum of Understanding
Between and Among
Plum Creek Maine Timberlands LLC,
Bureau of Parks and Lands,
and
Forest Society of Maine
Regarding 50-acre Land Donation

MEMORANDUM OF UNDERSTANDING

Between and Among

Plum Creek Maine Timberlands LLC

And

The State of Maine, in its sovereign capacity, acting through its Commissioner of the Department of Conservation and its Director of the Bureau of Parks and Lands

And

Forest Society of Maine

Dated [, 20__]

This MEMORANDUM OF UNDERSTANDING (the "MOU") is made as of _____, 200_, by and between **PLUM CREEK MAINE TIMBERLANDS LLC**, a Delaware limited liability company and its affiliates formerly known as SDW Timber II, L.L.C. ("Plum Creek") (unless the context clearly indicates otherwise, the term "Plum Creek" shall also include Plum Creek's successors and/or assigns), **FOREST SOCIETY OF MAINE** ("FSM" Or "Holder"), a Maine not-for profit corporation with a place of business in Bangor, Maine (unless the context clearly indicates otherwise, the term "Holder" shall also include Holder's successors and/or assigns), and the **STATE OF MAINE**, in its sovereign capacity, acting through its Commissioner of the Department of Conservation and its Director of the Bureau of Parks and Lands ("BPL"). Plum Creek, FSM and BPL are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, as part of its Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707 on file at the offices of the Maine Land Use Regulation Commission in Augusta, Maine, hereafter the "Concept Plan"), Plum Creek has proposed to donate to BPL, at no cost to BPL, five (5) trailhead parking areas in size and type typically found in Maine (the "Trailhead Parking") and up to an additional 50 acres in the aggregate (the "Donated Lands");

WHEREAS, both the Trailhead Parking and the Donated Lands will be from property that is protected by the Moosehead Region Conservation Easement (the "Conservation Easement")

WHEREAS, the Trailhead Parking and Donated Lands will allow BPL to address future recreation needs identified by BPL, after consultation with the Moosehead Recreation Fund (the "MRF");

WHEREAS, the Conservation Easement explicitly permits said donation of the Trailhead Parking and Donated Lands by Grantor to BPL;

WHEREAS, the Concept Plan approved by the Land Use Regulation Commission ("LURC") requires that the Trailhead Parking be used for trailhead parking to access trails within the Concept Plan area, and that the Donated Lands be used for new BPL owned and/or managed campsites and campgrounds or public boat launches in the Conservation Easement areas, and for additional trailhead parking areas over and above the Trailhead Parking should BPL determine that such additional trailhead parking areas are needed for recreation (the "Permitted Uses");

WHEREAS, new public boat launches, campgrounds and Trailhead Parking may be installed, constructed and replaced within the Conservation Easement areas only with the consent of Holder of the Conservation Easement, which consent will not be unreasonably withheld, and which consent shall be given provided that such activity will not materially adversely impact the Protected Property's Conservation Values (as such terms are defined in the Conservation Easement);

WHEREAS, property in excess of the Trailhead Parking and Donated Lands may be donated or sold by Plum Creek, at its discretion, to BPL for the aforesaid Permitted Uses (the "Additional Lands");

WHEREAS, the Parties wish to memorialize their understanding regarding the process by which the Trailhead Parking and Donated Lands will be donated and the Additional Lands may be donated or sold.

UNDERSTANDING

NOW THEREFORE, the Parties' understanding is as follows:

1. Within thirty-six (36) months Concept Plan Finalization as such term is defined in the Concept Plan (the "Identification Period"), BPL, after engaging in consultation with the Holder and with the MRF should the MRF be in existence at that time, shall develop by rank order of preference a list of properties that BPL desires to have donated no later than ten years after the date that the Concept Plan becomes final (the date upon which an approved Concept Plan is no longer subject to appeal) (hereinafter, the "List.") For each donation sought, the List shall identify the property and shall describe the proposed end use and timing for donation. BPL shall deliver the List to Plum Creek and the Holder for their consideration, together with all other information reasonably requested by the other Parties to help them make determinations required hereunder.

2. If BPL does not develop the List within the Identification Period or, if by the end of the Identification Period, the lands listed on the List do not comprise the Trailhead Parking and an additional 50 acres, then any Party hereto may by notice to the others propose additional property for the List.

3. Holder will review the List generated under paragraphs 1 and 2 to determine whether the property so selected materially adversely affects the Conservation Values of the property covered by the Conservation Easement ("Holder's Review Criterion"). Within three (3) months of receipt of the List, Holder will notify BPL and Plum Creek either that it approves the items on the List or it objects to the donation of specific property on the List, in which case Holder shall also provide a reasonably detailed explanation of why the property fails to satisfy Holder's Review Criterion.

4. Plum Creek will review the List, as it may be reduced by the Holder, under the criteria set forth in this paragraph. So long as (i) the Trailhead Parking is consistent with the size and type typically found in Maine and (ii) the proposed Donated Lands are for Permitted Uses and, in the aggregate the total of Donated Lands does not exceed 50 acres, then Plum Creek may only reject items on the List if (a) the property identified in the amended List would unreasonably interfere with Plum Creek's activities that are allowed in the Conservation Easement, (b) the proposed use would not be permitted by law, rule, ordinance or the terms of the Concept Plan, (c) the proposed use would require the consent of a third party and such consent has not been granted or such consent has been unreasonably conditioned, or (d) the proposed use threatens public health, safety or welfare. Plum Creek will notify the other Parties of its determination accepting or rejecting proposed property on the List within a reasonable time following its receipt of the List.

5. Following agreement among the parties on lands to be included on the List, Plum Creek will either proceed directly to convey such lands to BPL in accordance with Paragraph 6 or, if it wishes to conduct Forest Management Activities (as defined in the Conservation Easement) on such lands prior to donation, proceed to consult with BPL as to which Forest Management Activities and to what extent may be conducted on the lands agreed to be donated, so that Plum Creek can achieve its business objectives for such lands while still preserving the property in a suitable condition for its intended post-donation Permitted Use. If the Parties do not reach agreement, the decision will be submitted to binding arbitration conducted in a manner known, as of the date of execution of this MOU, as "baseball" arbitration, in which each party shall submit to a mutually agreed upon arbitrator the last proposal the party submitted to the other party, and the arbitrator shall pick the proposal that the arbitrator concludes is fairest. During these consultation and arbitration periods, no Forest Management Activities shall occur on the lands in question, and such consultation, arbitration and Forest Management Activities (if any) shall be conducted in such a manner so as not to delay unreasonably the ultimate donation of land.

6. Within a reasonable period of time following agreement among the parties on lands to be included on the List, including time reasonably necessary to complete any agreed-upon Forest Management Activities, Plum Creek will convey to BPL the property free and clear of all monetary liens, but subject to all matters of record, including the terms of the Concept Plan. Conveyance will be made by Quitclaim Deed(s) with Covenant.

7. Any Additional Lands will be selected by mutual agreement of the parties and, at the discretion of Plum Creek, either donated or sold to BPL at a price agreed to by Plum Creek and BPL but not to exceed fair market value.

The foregoing is a complete recording of the Parties' understanding.

BPL:

Maine Department of Conservation, Bureau of Public Lands

By:_____

Name:_____

Title:_____

Plum Creek:

Plum Creek Maine Timberlands, LLC

By:_____

Name: _____

Its: _____

FSM:

Forest Society of Maine

By:_____

Name: _____

Its: _____

P

Mandatory Stewardship Fee on Certain Development

MANDATORY STEWARDSHIP FEE ON CERTAIN DEVELOPMENT

A. Purpose

The Concept Plan establishes three distinct, segregated funds to address specific mitigation needs as follows: the Moosehead Recreation Fund (MRF) to enhance outdoor recreation; the Affordable Housing Fund (AHF) to help subsidize construction of affordable housing in the Moosehead Lake region and the Wildlife and Invasive Species Fund (WISF) to help fund loon nesting and other wildlife needs and control the spread of invasive species resulting from Concept Plan development in the Moosehead Lake region. As is more specifically set forth below, these funds will receive revenue from a fee, enforced through a Declaration of Stewardship Covenant and collected pursuant to the Collection Agreement, on the sale of certain property within the Concept Plan area.

B. Applicability and Timing of Execution

1. **Declaration of Stewardship Covenant**. Plum Creek shall record the Declaration of Stewardship Covenant ("Declaration"), in a form substantially identical to that contained in sub-section C, below, against Parcels (as this term is defined in sub-section C, below) within certain development areas as identified in Section I.E and shown on the maps in Section I.H of the Concept Plan, as follows:

   (a) Residential Development Areas: Plum Creek shall record the Declaration against each Parcel within each of the following development areas not later than the Concept Plan finalization date:

      (i) Long Pond Development Area;
      (ii) Brassua Lake Development Area;
      (iii) Rockwood/Blue Ridge Development Area;
      (iv) Route 6/15 Corridor Development Area;
      (v) Upper Wilson Pond Development Area; and
      (vi) Beaver Cove Development Area.

   (b) Moose Bay Development Area: Plum Creek shall record the Declaration against each Parcel within any portion of the Moose Bay Development Area that, pursuant to Section II, Sub-Chapter II, 10.21,L of the Concept Plan, is re-designated as either (i) a D-MH-RS1 zone, or (ii) a D-MH-RT zone if the Parcel is used or will be used for residential purposes, including for dwelling units and units created pursuant to the Maine Condominium Act, 33 M.R.S. §§ 1601-101 TO 1604-118. Recording shall occur not later than the sale or lease or other transfer of interest of any Parcel which has received Commission subdivision permit approval.

   (c) Big Moose Mountain Development Area: If Plum Creek sells, leases or otherwise transfers interest in more than 800 Parcels within the Big Moose Mountain Development Area, identified in Section I.E. and shown on the maps in Section I.H of this Concept Plan, Plum Creek shall record the Declaration against each such additional Parcel that is used or will be used for residential purposes, including for dwelling units and units created pursuant to the Maine Condominium Act, 33 M.R.S. §§ 1601-101 to 1604-118. Recording shall occur not later than the sale or lease or other transfer of interest of any Parcel which has received Commission subdivision permit approval.

Nothing herein precludes Plum Creek from recording the Declaration against other Parcels within the Concept Plan area, including (a) any or all Parcels within any portion of the Moose Bay Development Area that is re-designated as a D-MH-RT zone, pursuant to Section II, Sub-Chapter II, 10.21,L of the Concept Plan, or (b) any of the first 800 Parcels within the Big Moose Mountain Development Area, in order to satisfy certain criteria of approval of a long-term development plan pursuant to Section II, Sub-Chapter IV, 10.29,C,4 of the Concept Plan.

The deed conveying any Parcel to which the Declaration applies shall expressly make reference to the Declaration.

2. Collection Agreement. As of the Concept Plan finalization date, Plum Creek shall demonstrate that a Collection Agreement, in a form substantially identical to that contained in sub-section C, below, has been executed.

3. The Declaration and Collection Agreement may not be substantially modified, except that changes made to correct scrivener's errors, adjust numbering, supplement with subdivision-specific references, provide for a Collection Agent Fee schedule that is reasonable and customary in the industry or re-order terms shall be permitted without approval of the Land Use Regulation Commission.

4. Nothing herein shall preclude the Commission from imposing additional terms and conditions in its permits as it may deem necessary in order to satisfy the criteria for approval and purposes set forth in the Commission's statutes, rules, and the Concept Plan for the Moosehead Lake Region authorized pursuant to Zoning Petition ZP 707.

C. Form of Declaration of Stewardship Covenant and Collection Agreement

DECLARATION OF STEWARDSHIP COVENANT

This DECLARATION OF STEWARDSHIP COVENANT (this "Declaration") is made this _____ day of _____, 20__ by PLUM CREEK MAINE TIMBERLANDS, L.L.C., (FORMERLY KNOWN AS SDW TIMBER II, L.L.C.) a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 (hereinafter referred to as the "Declarant", which word shall include, unless the context clearly indicates otherwise, the above-named Declarant and its successors and assigns.

WHEREAS, Declarant is the fee simple owner of certain real property located in TOWNSHIP NAME, COUNTY NAME County, Maine, which real property is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is part of the land area included within the Concept Plan for Moosehead Lake Region, approved by the Land Use Regulation Commission ("LURC") pursuant to Zoning Petition ZP 707 on _____, 20___ (the "Concept Plan"); and

WHEREAS, the Concept Plan authorizes certain development activities, including subdivision of land for residential and nature-based resort development, subject to the provisions of the Concept Plan; and

WHEREAS, the residential and resort development activities contemplated in the Concept Plan may have impacts on affordable housing, wildlife and invasive species, and outdoor recreational infrastructure in the Concept Plan Area which will continue after the completion of said development ("the Impacts"); and

WHEREAS, in connection with the Concept Plan, Declarant wishes to establish a uniform Stewardship Covenant on the Property, to ensure compliance with certain provisions of the Concept Plan and provide on-going mitigation for certain of the Impacts.

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, sold, leased, and conveyed and otherwise used and disposed of subject to the covenants, conditions, restrictions, and other provisions set forth herein, all of which are declared to be in furtherance of a uniform scheme of development upon each and every portion of the Property, in favor of each and every other portion thereof, which covenants, conditions, and restrictions, and other provisions shall be determined to run with the land.

1. DEFINITIONS. In addition to definitions used elsewhere in this Declaration, the following terms shall have the following meanings:

   a. a. "AHF" means Affordable Housing Fund, a segregated, interest-bearing account to be used exclusively for qualifying housing projects as more particularly described in the AHF charter, and its trustee or administrator.

   b. "Beneficiaries" means the collective reference to MRF, AHF, WISF, and Declarant and their successors and assigns.

   c. "Collection Agent" means the entity named in a contract among the Declarant, the Beneficiaries, and the Collection Agent, and any successors to said entity.

   d. "Commercial Lodging Establishment" means a business that provides short-term overnight accommodations with sleeping arrangements for a fee, such as hotels, motels, inns, lodges, housekeeping cabins, timeshare units, commercial sporting camps, back country huts, and remote rental cabins, but excluding bed and breakfast facilities, which are considered dwelling units).

   e. "Concept Plan Area" means the area specifically described and identified in the Concept Plan and depicted on LURC's Official Land Use Guidance Maps as being within the P-RP Subdistrict established pursuant to the Concept Plan.

   f. "Consideration" means money or anything of value, paid or delivered or contracted to be paid or delivered, including performance of services in return for the transfer of real property. It includes the amount of any lien, mortgage, contract indebtedness or other encumbrance given to secure the purchase price or any part thereof or remaining upon the property at the time of sale.

   g. "Controlling Interest" means (a) in the case of a corporation, either fifty percent or more of the total combined voting power of all classes of stock of the corporation entitled to vote, or fifty percent of the capital, profits or beneficial interest in the voting stock of the corporation; and (b) in the case of a partnership, limited liability company, trust or other entity, fifty percent or more of the capital, profits or beneficial interest in the partnership, limited liability company, trust or other entity.

   h. "Date of Closing" means the date (normally shown on the instrument of conveyance or sale) that ownership of or title to real property or Controlling Interest in an entity that has a beneficial interest in real property is delivered to the Buyer in exchange for Consideration.

   i. "Enforcement authorities" means Declarant, its affiliates, subsidiaries, successors and assigns, the Collection Agent, its affiliates, subsidiaries, successors and assigns, the Beneficiaries, their successors and assigns and/or LURC and its successor agencies.

   j. "Development Area" means those areas within the Concept Plan Area designated as such on maps contained in Section I.H. of the Concept Plan.

   k. "Exempt sale" means intercompany transfer or interfamily transfer.

l. "Gross Sales Proceeds" means the true and fair value of the property conveyed. There is a rebuttable presumption that the true and fair value is equal to the total Consideration paid or contracted to be paid to the seller or to another person for the seller's benefit.

m. "Intercompany transfer" means a transfer from a parent company to a subsidiary, from a subsidiary to its parent; or between affiliate entities which are owned by a common parent.

n. "Interfamily transfer" means a transfer between husband and wife or parent and child or grandparent and grandchild wherein no Consideration other than love and affection is paid or delivered.

o. "MRF" means the Moosehead Recreational Fund, a Maine non-profit corporation.

p. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or leasehold interest to any Parcel but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. "Owner" shall also mean and refer to Declarant, so long as it owns a Parcel.

q. "Parcel" means any portion of any Development Area and any improvements or fixtures thereon, including any unit within a Commercial Lodging Establishment and any unit created pursuant to the Maine Condominium Act, 33 M.R.S. §§ 1601-101 to 1604-118, as amended from time to time, which is identified in Section I.E and shown on the maps in Section I.H contained in the Concept Plan.

r. "Sale" means any conveyance, grant, assignment, release, quitclaim or transfer of the ownership of or title to any Parcel, or any estate or interest therein for Consideration and any real estate installment contract for such conveyance and any lease with an option to purchase real property. Sale also includes a transfer or acquisition within any twelve-month period of a Controlling Interest in any entity with an interest in a Parcel. For the purposes of this Stewardship Covenant, all acquisitions of persons acting in concert are aggregated for the purpose of determining whether a transfer or acquisition of a Controlling Interest has taken place. Sale does not include any rental without the option to purchase, or conveyance, transfer or assignment made to grant a mortgage security interest or transfer pursuant to a foreclosure or deed in lieu of foreclosure when the Parcel is security for the debt, except that Sale does include the transfer by a lender to a bona fide purchaser for value.

s. "Stewardship fee" means two percent (2%) of the Gross Sale Proceeds of the initial Sale of each Parcel and one half percent (0.5%) of the Gross Sale Proceeds of subsequent Sales of each such Parcel and, in the event of non-payment when due, will also include interest from the due date at the lesser of the rate of twelve percent (12%) per annum or the maximum allowed by law plus costs and attorneys' fees incurred by the enforcement authorities.

t. "WISF" means the Wildlife and Invasive Species Fund, a segregated, interest-bearing account to be used exclusively for the financing of qualifying wildlife and invasive species projects and its trustee or administrator.

2. STEWARDSHIP LIEN. Declarant hereby imposes a Stewardship Lien in perpetuity on the Property for the purposes of providing security for the Stewardship Fees as provided herein. The Owner of each Parcel, by acceptance of a deed therefor, is deemed to grant the Stewardship Lien on the Parcel. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the Owner.

The Stewardship Lien shall be a charge on the Property and shall constitute a continuing lien upon the Parcel against which each Stewardship Fee is made.

3. STEWARDSHIP FEE.

a. Except for exempt sales, Declarant imposes in perpetuity a Stewardship Fee upon the Sale of interests in Parcels (each a "Covered Sale"). Buyer is to pay the Stewardship Levy at the time of purchase.

b. The Stewardship Fee shall be computed as follows: Two Percent (2.0%) of the Gross Sales Proceeds of the initial Sale of each Lot or Unit and One-half of One Percent (0.5%) of subsequent Sales of such Lots or Units.

c. Any Stewardship Fee not paid on the date of closing of such covered sale ("the Due Date") shall bear interest from the Due Date at the lesser of the rate of twelve percent (12%) per annum or the maximum allowed by law. Unpaid Stewardship Fees, plus interest, costs and attorneys fees (collectively, "Stewardship Fee") incurred by the Declarant, its affiliates, subsidiaries, successors and assigns, the Collection Agent, its affiliates, subsidiaries, successors and assigns, the Beneficiaries, their successors and assigns, and/or LURC and its successor agencies (individually and collectively the "Enforcement Authorities") in collecting the Stewardship Fee or defending itself in any litigation related to collection of the Stewardship Fee shall become a portion of the lien on the Lot or Unit. The lien for Stewardship Fees shall be senior in priority to all other liens against the Parcel, except as otherwise restricted by law.

d. On the Due Date of each Covered Sale the transferee (hereinafter the "Buyer") must (a) complete and submit to the Collection Agent the original Stewardship Fee Transfer Form substantially in the form attached as Exhibit A-1; and (b) withhold and deliver to the Collection Agent the Stewardship Fee. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was Owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to any successors in title (other than as the continuing lien on the land) unless expressly assumed by such successor. The Collection Agent shall distribute the Stewardship Fees in accordance with the Collection Agreement.

e. Nonpayment. In the event that any Stewardship Fee created in this Declaration remains unpaid after the Due Date, the Enforcement Authorities may record in the applicable Registry of Deeds a notification of non payment of the Stewardship Fee. Such unpaid assessment shall bear interest from the date of delinquency. The Declarant and the Collection Agent shall bring an action in law or equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Parcel subject to the unpaid assessment in either case, interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to the extent allowed by law. Any foreclosure conducted pursuant to this section shall comply fully with the Maine procedure for judicial foreclosure.

f. If there is more than one Buyer, the Buyers shall be jointly and severally liable for payment of the Stewardship Fee. No Buyer may waive or otherwise escape liability for the Stewardship Fee by non-use, sale, or abandonment of the Parcel.

4. MISCELLANEOUS.

a. The Enforcement Authorities shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed under the provisions of this Declaration, including the right to take action as necessary to ensure that a qualified entity is in place at all times to serve as Collection Agent. Failure of the Enforcement Authorities to enforce any covenants, conditions, restrictions, liens or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

b. The Declarant, its successors and assigns shall at all times have the right to fully transfer, convey and assign all or a portion of their right, title and interest under this Declaration, provided that such transferee, grantee, or assignee shall take such rights subject to all provisions and obligations contained herein.

c. No delay or omission on the part of Enforcement Authorities in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

d. In the event any one or more of the provisions of this Declaration are found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

e. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

f. Use of the term Declarant in this Declaration shall be deemed to refer to Declarant, its successor and assigns.

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

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

By: _____
Rick R. Holley
Its President

Signed, sealed and delivered
in the presence of:

_____

STATE OF WASHINGTON)
COUNTY OF KING) ss:

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

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

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

COLLECTION AGREEMENT

THIS COLLECTION AGREEMENT ("Agreement"), with an Effective Date of _____, 2009, is by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., (FORMERLY KNOWN AS SDW TIMBER II, L.L.C.) a limited liability company organized and existing under the laws of the State of Delaware and having a mailing address of 999 Third Avenue, Suite 4300, Seattle, Washington 98104 its successors and assigns ("Plum Creek"), and [X], a _____ company organized and existing under the laws of the State of _____ and having a mailing address of _____, _____, _____ _____ (the "Collection Agent").

WHEREAS, Plum Creek is the fee simple owner of certain real property located in TOWNSHIP NAME, COUNTY NAME County, Maine, which real property is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is part of the land area included within the Concept Plan for Plum Creek's land in the Moosehead Lake Region, approved by the Land Use Regulation Commission ("LURC") on _____, 20___ (the "Concept Plan"); and

WHEREAS, the Concept Plan authorizes certain development activities, including subdivision of land for residential and nature-based resort development, subject to the provisions of the Concept Plan; and

WHEREAS, the residential and resort development activities contemplated in the Concept Plan will have impacts on affordable housing, wildlife and invasive species, and outdoor recreational infrastructure in the Concept Plan Area which will continue after the completion of said development ("the Impacts"); and

WHEREAS, in connection with the Concept Plan, Plum Creek wishes to establish a uniform Stewardship Covenant on the Property, to ensure compliance with certain provisions of the Concept Plan and provide on-going mitigation for certain of the Impacts; and

WHEREAS, in connection with the Stewardship Covenant, Plum Creek wishes to establish a fee collection mechanism to receive and appropriately disburse revenue generated by the Stewardship Covenant; and

WHEREAS, [X] is a _____ duly organized and existing under the laws of _____, authorized to accept and execute documents and obligations of the type herein set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Any term in this Agreement wherever used or defined and printed with initial or all capital letters shall have the meaning ascribed to such term.

   a. "AHF" means Affordable Housing Fund, a segregated, interest-bearing account to be used exclusively for qualifying housing projects as more particularly described in the AHF charter, and its trustee or administrator.

   b. "Balance" means the monies in the Stewardship Fund remaining after deduction of Collection Agent Fees.

   c. "Beneficiaries" means the collective reference to MRF, AHF, WISF, Plum Creek and each of their respective successors.

   d. "Business Day" means any day of the year other than a Saturday or Sunday or legal holiday on which commercial banks located in Portland, Maine are required or authorized to remain closed.

e. "Collection Agent Fees" means the amount payable to the Collection Agent on a quarterly basis as more particularly described in Section 5, below.

f. "Declaration" means a Stewardship Declaration of Covenant, one or more declaration of covenants recorded in either the Piscataquis County Registry of Deeds or the Somerset County Registry of Deeds, a sample copy of one Declaration is attached hereto as Exhibit B. Capitalized terms not defined herein, but defined in the Declaration shall have the meaning ascribed to such term as described in the Declaration.

g. "Grant Recapture" means the amount up to two hundred thousand dollars ($200,000.00) annually paid to Plum Creek to reimburse it for amounts previously paid to the Bureau of Public Lands of the Maine Department of Conservation pursuant to the Trail Grant and Implementation Agreement.

h. "Hiking Trails Easement" means the Moosehead Hiking Trails Easement between Plum Creek and the State of Maine wherein Plum Creek allows the use of some of Plum Creek's land for hiking and other recreational uses.

i. "Lifetime Grant Recapture Cap" means one million dollars ($1,000,000.00).

j. "MRF" means the Moosehead Recreational Fund, a Maine non-profit corporation.

k. "Snowmobile Trail Easement" means the Snowmobile Trail Easement Agreement between Plum Creek and the State of Maine wherein Plum Creek allows some of Plum Creek's land to be used for snowmobiling and related uses, as part of the Maine International Trail System.

l. "Stewardship Fund" means the fund created in Section 4 of this Agreement.

m. "WISF" means the Wildlife and Invasive Species Fund, a segregated, interest-bearing account to be used exclusively for the financing of qualifying wildlife and invasive species projects, and its trustee or administrator.

2. Engagement of Collection Agent. Plum Creek hereby engages Collection Agent as an independent contractor to act as the collection agent as described in the Stewardship Declaration and this Agreement. Collection Agent hereby accepts such engagement on all the terms and conditions provided in this Agreement.

3. Payment. The Stewardship Declaration requires a Stewardship Fee to be paid to the Collection Agent upon each Covered Sale. Upon receipt of a Stewardship Fee, the Collection Agent shall deposit the Stewardship Fee in the Stewardship Fund.

4. Stewardship Fund. A Stewardship Fund is hereby established with the Collection Agent, and the Stewardship Fee shall be deposited in the Stewardship Fund. Interest on the money earned in the Stewardship Fund shall be added to the Stewardship Fund and shall be disbursed in the same manner as the Stewardship Fee. The Collection Agent is agent for and fiduciary of the Beneficiaries as their interest may appear. The monies held in the Stewardship Fund shall be applied by the Collection Agent as provided herein. Plum Creek and Collection Agent acknowledge that Collection Agent's sole obligation with regard to the Stewardship Fund shall be as set out in this document.

5. Reimbursement Amounts. Plum Creek shall be entitled to receive from the Stewardship Fund as follows (collectively, the "Reimbursement Amounts"):

a. The Grant Recapture up to the Lifetime Grant Recapture Cap; and

b. The Self-Help Costs and Expenses as defined below.

In connection with the Concept Plan, Plum Creek has granted or shall grant the following easements: a) a

Snowmobile Trail Easement (Concept Plan Appendix K); and b) a Hiking Trails Easement (Concept Plan Appendix M), hereafter collectively the "Easements." The Easements provide that Plum Creek may, according to terms and conditions set forth therein, exercise certain self-help rights to cure breaches of the Easements that may occur, and further provide a process for the certification of Plum Creek's reasonable costs and expenses necessarily incurred in the exercise of its self-help rights ("Self-Help Costs and Expenses"). Upon delivery of written certification of Self-Help Costs and Expenses, (either by parties to the Easements or a court of competent jurisdiction), the Collection Agent shall pay the Self-Help Costs and Expenses out of the Stewardship Fund as provided herein.

6. Compensation of the Collection Agent. The Collection Agent shall be paid out of the "Collection Agent Fee" Stewardship Fund the following amounts Shown on Exhibit C, attached hereto and incorporated herein.

7. Duties of the Collection Agent. The Collection Agent hereby agrees to do the following:

   a. Request, demand, collect, accept, receipt and receive the Stewardship Fee and Sale Certificate upon each Covered Sale;

   b. Hold the Stewardship Fee in a separate, interest-bearing account as fiduciary for the Beneficiaries;

   c. Disburse the Stewardship Fee as hereinafter provided;

   d. Take all legal actions necessary to collect any unpaid Stewardship Fee which is due and payable, including instituting legal proceedings for the collection of the Stewardship Fee and other charges and expenses incurred in such matter;

   e. From time to time, issue estoppel certificates stating that status of the payment of the Stewardship Fee on any particular Parcel;

   f. As necessary, foreclose the Stewardship Lien on any given Parcel;

   g. Perform the record keeping and reporting obligations described in this Agreement;

   h. Cause all personnel who handle or are responsible for the safe keeping of the Stewardship Fund to be covered by a fidelity bond in an amount and with a company reasonably acceptable to Plum Creek; and

   i. Comply with all applicable laws, rules and regulations.

8. Records and Report. Collection Agent shall maintain complete and accurate books, records, and accounts of all receipts received in connection with the Stewardship Fee. The books and records shall be kept in such manner and such detail as Plum Creek shall reasonably require. Collection Agent shall have the right, however, as an expense, to make one copy of any such material. All such books and records of Collection Agent that relate to the Stewardship Fee shall be available for inspection and audit by the beneficiaries, as their expense, at all reasonable times during normal business hours.

   By the tenth Business Day after the end of each calendar quarter of a year, (the "Report Date") the Collection Agent shall report to Plum Creek all of the activity of the previous quarter and shall disburse the Stewardship Funds as hereinafter provided. Depending on the Effective Date, the first Report may be based on a short quarter.
   Within sixty (60) days after the end of each calendar year, Collection Agent shall deliver to each of the Beneficiaries a statement of cash flow showing the results of the Stewardship Fund for that calendar year (or portion thereof), and any other information that may be necessary to file income tax returns or that may be required by any governmental authority (to the extent available to Collection Agreement). Each annual report shall be prepared in

accordance with generally accepted accounting principles, on a cash basis, unless otherwise requested by Plum Creek.

9. Disbursements. On each Report Date, the Collection Agent will disburse the monies in the Stewardship Fund as follows:

   a. First, to the Collection Agent in the amount of the Collection Agent Fees; then

   b. Forty-five percent (45%) of the Balance to AHF, subject to the deduction of any sum required by law for payment of applicable taxes, if any; then
   c. Ten percent (10%) of the Balance to WISF, subject to the deduction of any sum required by law for payment of applicable taxes, if any; then

   d. The Reimbursement Amounts to Plum Creek, subject to the deduction of any sum required by law for payment of applicable taxes, if any; then

   e. The remainder to the MRF, subject to the deduction of any sum required by law for payment of applicable taxes, if any.

10. Term. This Agreement with the duties described herein, shall begin on the Effective Date shall continue for a period of _____ years. Thereafter, if neither the Collection Agent nor Plum Creek terminates this Agreement, this Agreement shall automatically continue from year to year. If a receiver, liquidator, or trustee of Collection Agent is appointed by court order, or if a petition to reorganize shall be filed against Collection Agent under any bankruptcy, reorganization, or insolvency laws, or if an assignment for the benefit of creditors is made by Collection Agent, then Plum Creek may terminate this Agreement on written notice to Collection Agent. If Collection Agent shall breach any of its obligations hereunder and such breach remains uncured for a period of thirty (30) days after receipt of written notice to the Collection Agent; however, if such breach involves the fraud, or the misallocation of any portion of the Stewardship Funds, Plum Creek may immediately terminate this Agreement by written notice to Collection Agent.

11. Duties of Collection Agent Upon Termination. Promptly upon termination of this Agreement, Collection Agent shall deliver all remaining Stewardship Funds to Plum Creek or to a successor collection agent appointed by Plum Creek. In either case, the fund shall be delivered for the benefit of the Beneficiaries. Within five (5) days after the termination of this Agreement, Collection Agent shall deliver to Plum Creek the report required by Section 8 for any period not covered by such a report at the time of termination, and within thirty (30) days after the termination of this Agreement, Collection Agent shall deliver to each of the Beneficiaries the statement of cash flow for the calendar year or portion thereof ending on the date of termination as required by Section 8. All statements, receipts, invoices, checks, financial statements, books, records, and all other instruments and documents shall be delivered by Collection Agent to Plum Creek on termination of this Agreement.

12. No Limitation or Waiver of Rights. Each right, power or privilege of any party hereto specified or referred to in this Collection Agreement is in addition to, and not a limitation of, any other rights, powers and privileges that such party may otherwise have or acquire by operation of law, by contract or otherwise. No course of dealing on the part of, nor any omission or delay by, such party with respect to the exercise of any right, power or privilege shall operate as a waiver thereof or preclude any other or further exercise thereof or of any other right, power or privilege, and such party may exercise each such right, power or privilege either independently or concurrently with the others, as often and in such order as such party desires.

13. Modification. No term or provision hereof may be changed, modified, terminated or discharged, in whole or in part, except by a writing which is dated and signed by all parties hereto. No waiver of any of the provisions or conditions of this Collection Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or

binding unless in writing and signed by the party claimed to have given or consented to such waiver.

14. Binding Effect of Provisions; Assignment. The terms and provisions of this Collection Agreement shall be binding on and inure to the benefit of Collection Agent, and Collection Agent's heirs at law, legatees, executors, administrators and other legal representatives, transferees, successors and permitted assigns and shall be binding on and inure to the benefit of Beneficiaries, their subsidiaries, affiliates, successors and assigns. Collection Agent shall not assign, pledge or encumber in any way all or any part of Collection Agent's interest under this Collection Agreement without the prior written consent of Plum Creek. The parties agree that Plum Creek may assign its rights and obligations under this Collection Agreement and upon such assignments, Plum Creek shall notify the Collection Agent and the other Beneficiaries of the assignment.

15. Applicable Law. This Collection Agreement shall be construed in all respects in accordance with and shall be governed by the laws of the State of Maine (without giving effect to the principles of Maine law that would require the application of the law of another jurisdiction). The parties hereby submit to the jurisdiction of the state and federal courts located in Maine.

16. Interpleader. In the event that Collection Agent shall be uncertain as to its duties or actions hereunder, or shall receive instructions or a notice from Plum Creek or one, several or all of the Beneficiaries which are in conflict with instructions or a notice from any other party which, in the sole opinion of Collection Agent, are in conflict with any of the provisions of this Collection Agreement, Collection Agent shall be entitled to take any of the following courses of action:

    (a) Hold the Stewardship Monies and or Documents as provided in the Agreement and decline to take any further action until Collection agent receives a joint written direction from all Beneficiaries and Plum Creek or any order of a court of competent jurisdiction directing the disbursement of the Stewardship Fund monies and/or Documents in which case Collection Agent shall then disburse the Stewardship Fund Monies and/or Documents in accordance with such direction;

    (b) In the event of litigation between Beneficiaries and Plum Creek, Collection Agent may deliver Monies and/or Documents to the clerk of any court in which such litigation is pending; or

    (c) Collection Agent may deliver the Stewardship Fund Monies and/ or monies to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Collection Agent to be borne by whichever of the beneficiaries or Plum Creek does not prevail in the litigation.

    Collection Agent shall not be liable for any action taken or omitted in good faith and believed to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties.

    From time to time on or after the date hereof, Beneficiaries and Plum Creek shall deliver or cause to be delivered to Collection Agent such further documents and instruments that fall due, or cause to be done such further acts as Collection Agent may reasonably request (it being understood that Collection Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Collection Agreement, to evidence compliance with this Agreement or assure itself that it is protected in acting hereunder.

17. Counterparts. This Collection Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Interpretation. This Collection Agreement contains the entire understanding and agreement between the parties

with respect to the subject matter hereof. The language used in this Collection Agreement will be deemed to be the language chosen by the parties hereto to express their mutual agreement, and this Collection Agreement shall not be deemed to have been prepared by any single party hereto. The captions in this Collection Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Collection Agreement.

19. No Partnership. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Plum Creek and Collection Agent.

20. Third Party Beneficiaries. Nothing in this Collection Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any other person, firm, corporation or legal entity, other than the parties hereto and the Beneficiaries, any rights, remedies or other benefits under or by reason of this Collection Agreement.

21. Notice. All communications or notices required or permitted by this Collection Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to the party for whom intended, or mailed within the continental United States by first class, registered mail, return receipt requested, postage and registry fees prepaid, addressed as follows, unless and until either of such parties notifies the other in accordance with this Section 16 of a change of address:

    If to Plum Creek:

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

    If to Collection Agent:
    _____
    _____
    _____

22. Severability. If any portion or provision of this Collection Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Collection Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Collection Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Collection Agreement to be duly executed as of the date and year first written above.

WITNESS:	PLUM CREEK MAINE TIMBERLANDS, L.L.C.
_____	By:_____ Name:_____ Its:_____
WITNESS:	[X]
_____	By:_____ Name:_____ Its:_____

Q

Memorandum of Understanding Between Plum Creek Maine Timberlands LLC and Maine State Housing Authority

MEMORANDUM OF UNDERSTANDING

Between

Plum Creek Maine Timberlands LLC

And

Maine State Housing Authority

Dated [, 20__]

This MEMORANDUM OF UNDERSTANDING ("MOU") is made as of _____, 200_, by and between PLUM CREEK MAINE TIMBERLANDS LLC, a Delaware limited liability company and its affiliates formerly known as SDW Timber II, L.L.C. ("Plum Creek") (unless the context clearly indicates otherwise, the term "Plum Creek" shall also include Plum Creek's successors and/or assigns), and the MAINE STATE HOUSING AUTHORITY, in its sovereign capacity ("MaineHousing"). Plum Creek and MaineHousing are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, as part of the Concept Plan for the Moosehead Lake Region (Zoning Petition ZP 707 on file at the offices of the Maine Land Use Regulation Commission ("LURC") in Augusta, Maine, hereafter the "Concept Plan"), Plum Creek has created a mechanism for generating monetary contributions ("funding mechanism") for the purpose of supporting, *inter alia*, the construction of affordable housing in the Moosehead Lake Region, a region comprised of the twenty-nine townships involved in the Concept Plan plus the Towns of Greenville and Jackman, the creation of such housing being necessary to mitigate the effects of the development proposed by the Concept Plan;

WHEREAS, this funding mechanism consists of a required fee on the sale and resale of property in certain Development Zones within the Concept Plan, such fee to be known as the Stewardship fee, as established in the *Declaration of Stewardship Covenant* and attached hereto as Exhibit A;

WHEREAS, this Declaration of Stewardship Covenant imposes the required fee in the form of a perpetual covenant. The fee shall be collected pursuant to the *Collection Agreement* (attached hereto as Exhibit B), under which 45% of the funds collected from the Stewardship Fee are devoted to "affordable housing";

WHEREAS, under the Concept Plan the collected funds devoted to affordable housing are collected by a Collection Agent and deposited into a fund known as the Affordable Housing Fund ("AHF");

WHEREAS, these AHF deposited funds, together with any interest earned thereon, are intended to be used solely and exclusively for the financing and/or construction of affordable housing in the Moosehead Lake Region;

WHEREAS, based upon its extensive experience and expertise in funding and otherwise creating affordable housing in the State of Maine, Plum Creek, with the approval of LURC, desires that MaineHousing manage and administer the AHF and distribute funds deposited thereto, in furtherance of the purposes of the Affordable Housing Fund; and

WHEREAS, MaineHousing supports the purposes of the Affordable Housing Fund and agrees to manage the AHF and distribute funds deposited thereto, consistent with the purposes of the Affordable Housing Fund.

UNDERSTANDING

NOW THEREFORE, the Parties' understanding is as follows:

1. Qualifying Housing Projects. For purposes of this memorandum, the term "affordable housing" shall be defined to have the same meaning as in Section II, Sub-Chapter I, 10.02(3) of the Concept Plan for the Moosehead Lake Region, approved by the Land Use Regulation Commission pursuant to Zoning Petition ZP 707. Such projects are hereinafter collectively referred to as "Qualifying Housing Projects".

2. Deposits to MaineHousing; Separate Fund. MaineHousing agrees to establish a separate, federally-insured account, to be known as the "Moosehead Lake Region Affordable Housing Fund". MaineHousing agrees to accept all deposits received from the Collection Agent intended for the AHF, and to deposit all funds received from the Collection Agent into the AHF. Deposits to the AHF will occur from the Collection Agent on a quarterly basis. MaineHousing agrees to administer the AHF as provided in this MOU and the Funding Decision Document to be developed pursuant to Section 3. MaineHousing will annually provide LURC and Plum Creek an accounting for all funds received, held, and disbursed by it to or from the AHF, and will notify LURC and Plum Creek immediately should it have evidence that the Collection Agent is not performing the transfer of funds to it as required pursuant to the *Collection Agreement*.

3. Criteria and Process for Disbursements from the AHF; LURC approval. Not later than 45 days following approval of the first subdivision permit authorized pursuant to the Concept Plan, MaineHousing and Plum Creek will jointly submit to LURC a document containing the processes and criteria ("Funding Decision Document") that MaineHousing intends to utilize to determine and prioritize Qualifying Housing Projects. The Funding Decision Document may be amended by MaineHousing and Plum Creek from time to time, and any amendment thereto shall be submitted to LURC. MaineHousing shall follow the processes and criteria established in the Funding Decision Document in utilizing funds from the AHF for purposes of funding Qualifying Housing Projects. For each Qualifying Housing Project that MaineHousing determines shall be funded from the AHF, MaineHousing shall prepare a written document which demonstrates that the Qualifying Housing Project meets the purpose of the AHF and the criteria for funding.

4. Fee to MaineHousing. On an annual, end-of-year basis, MaineHousing shall be entitled to charge a fair and reasonable fee for all services provided pursuant to this MOU. The fee shall be structured in a way such that said fee will fluctuate depending on the nature and extent of services performed during the preceding year. MaineHousing shall be entitled to withdraw said fees from the AHF. On an annual basis, MaineHousing shall inform both Plum Creek and LURC in writing of the fees charged and the basis therefor.

5. Carryover of AHF Monies. Monies in the AHF that are not expended in a year shall remain therein to be available for spending in subsequent years consistent with processes and criteria set forth in the Funding Decision Document.

6. Donation of AHF Monies. MaineHousing may donate any portion of the monies in the AHF to either the Wildlife and Invasive Species Fund ("WISF") or the Moosehead Recreation Fund ("MRF") established pursuant to the Concept Plan, should MaineHousing determine that AHF monies exceed both immediate and projected longer-term Qualifying Housing Project needs in the Moosehead Lake region.

7. Allocation Between Funds. MaineHousing may petition LURC to change the funding allocation established in the Collection Agreement among the AHF, WISF, and MRF, based on a showing that, on an ongoing basis, one or two of the funds is either receiving or has collected more monies than is required to meet the need for which it is established.

8. Change in Authority; Replacement of MaineHousing. If the statutory authority for MaineHousing is revised, amended or repealed such that MaineHousing or its successor agency can no longer fulfill the obligations under this Memorandum of Understanding and the Funding Decision Document, MaineHousing and/or Plum Creek shall immediately inform LURC of these circumstances, and recommend to LURC an alternative entity capable of carrying out the purposes and administering the AHF. In addition, MaineHousing shall have the right at any time to nominate an entity to replace MaineHousing as manager and administrator of the AHF should MaineHousing decide that it no longer wishes to perform these functions, provided that such entity has appropriate experience and expertise in providing affordable housing and is approved by LURC.

The foregoing is a complete recording of the Parties' understanding.

MaineHousing:
Maine State Housing Authority

By:_____
Name:_____
Title:_____

Plum Creek:
Plum Creek Maine Timberlands, LLC

By:_____
Name: _____
Its: _____

Exhibit A
Declaration of Stewardship Covenant *[see Appendix P of the Concept Plan]*

Exhibit B
Collection Agreement *[see Appendix p of the Concept Plan]*

R

Requirements for the Establishment, Maintenance and Administration of the Moosehead Recreation Fund (MRF)

REQUIREMENTS FOR THE ESTABLISHMENT, MAINTENANCE AND ADMINISTRATION OF THE MOOSEHEAD RECREATION FUND (MRF)

A. Purpose

Pursuant to the requirements of the Concept Plan for the Moosehead Lake Region, Plum Creek must create a mechanism for generating monetary contributions ("funding mechanism") to financially support, *inter alia,* outdoor recreation mitigation projects in the Moosehead Lake Region, which hereinafter shall be understood to mean the region comprised of the twenty-nine townships involved in the Concept Plan (Townships covering the Concept Plan area and the Roaches Pond Tract) plus the Towns of Greenville and Jackman. This funding mechanism will consist of a required fee ("Stewardship fee") which will be imposed through a perpetual covenant established pursuant to Appendix P of the Concept Plan (the "Declaration of Stewardship Covenant"). The Stewardship fee will be due on the sale of certain property sold and resold in development areas within the Concept Plan as specified in Appendix P. Forty-five (45) percent of the funds collected from the Stewardship fee will be devoted to outdoor recreation mitigation and will be deposited into an account known as the Moosehead Recreation Fund (MRF).

This Appendix sets forth the requirements for the establishment and maintenance of the MRF, and for the establishment of the Moosehead Recreation Fund Corporation (MRFC), the non-profit entity that will be responsible for administering and disbursing funds contained in the MRF.

B. Requirements for the Establishment and Maintenance of the MRF

1. Establishment of the MRF

Within ninety (90) days of recording of the first Declaration of Stewardship Covenant as provided for in Appendix P, Plum Creek or the MRFC must establish an account known as the Moosehead Recreation Fund (MRF) as a separate, segregated, federally-insured (to the extent allowed by law) account.

2. Establishment of the MRFC and Maintenance of the MRF

Within ninety (90) days of recording of the first Declaration of Stewardship Covenant as provided for in Appendix P, Plum Creek must (a) incorporate, as a perpetual not-for-profit Maine corporation, the Moosehead Recreation Fund Corporation (MRFC), and (b) not later than 45 days following incorporation, organize and convene the first meeting of the board of directors and adopt bylaws for the MRFC. The articles of incorporation and the bylaws shall each be consistent with all provisions of the Concept Plan, including the requirements contained in sub-section C, herein.

C. Minimum Mandatory MRFC Terms

The Articles of Incorporation and/or Bylaws of the MRFC shall include, *inter alia,* the terms contained herein ("Minimum Mandatory MRFC Terms").

The Minimum Mandatory MRFC Terms may not be modified or omitted from the Articles of Incorporation and/or Bylaws of the MRFC. Terms may be added to the Articles of Incorporation and/or Bylaws of the MRFC so long as they are consistent with the Minimum Mandatory MRFC Terms and the terms of the Concept Plan. Any additional terms that may be inconsistent with the Minimum Mandatory MRFC Terms must be submitted to the Land Use Regulation Commission for review and approval.

1. Purpose of the MRFC

The purpose of the MRFC shall be to utilize funds deposited into the MRF to provide mitigation for the impacts on outdoor recreation in the Moosehead Lake Region caused by the development zoned for in the Concept Plan. The Moosehead Lake Region is comprised of the twenty-nine townships involved in the Concept Plan plus the Towns of Greenville and Jackman. In furtherance of this broad purpose, the MRFC is permitted to identify and fund the planning, acquisition, design, construction, repair, operation, maintenance, reconstruction, expansion and/or replacement of a broad range of outdoor recreational infrastructure, public access facilities and recreational capital projects in the Moosehead Lake Region utilizing funds deposited into the MRF and other such funds as the MRFC may have available to it. Such infrastructure and projects may include, without limitation, both motorized and non-motorized recreational projects such as hiking, snowmobiling and biking trails (including related signage, trailheads, and parking areas), campsites, campgrounds, back country huts and rental cabins, boat launches, projects required by the Federal Energy Regulatory Commission to mitigate for adverse impacts to recreation resulting from the development permitted under the Concept Plan, beach facilities, temporary docking and mooring structures, and supporting facilities and other structures and improvements supportive of outdoor recreation and public access, all as are allowed under the Moosehead Region Conservation Easement.

2. Board of Directors of MRFC

The board of directors shall be comprised of the following board members:

a. One representative from the Maine Department of Conservation's Bureau of Parks and Lands ("BPL");
b. One representative of Maine Department of Inland Fisheries and Wildlife ("MDIFW");
c. One representative from the dam owners group ("DOG") which includes FPL Energy Maine Hydro LLC, Kennebec Water Power Company, Merimil Limited Partnership, and Madison Paper Industries;
d. One representative from Town of Greenville ("Greenville");
e. One representative from Town of Jackman ("Jackman");
f. One representative from Town of Beaver Cove ("Beaver Cove");
g. One representative from the combined area of Taunton and Raynham Academy Grant Township and Rockwood Strip Township T1 R1 NBKP ("Rockwood");
h. Two representatives of outdoor recreational interests in the Moosehead Lake Region ("Recreationalists"); and
i. One representative from the landowner owning the largest percentage of the acreage of the lands covered by the Moosehead Region Conservation Easement ("Largest Landowner").

The board of directors shall be selected by the following entities ("Selection Agents"):

a. The BPL representative shall be selected by the Director of the Bureau of Parks and Lands.
b. The MDIFW representative shall be selected by the Commissioner of MDIFW.
c. The DOG representative shall be selected by FPL Energy Maine Hydro LLC. If FPL Energy Maine Hydro LLC is unable to or declines to select the DOG representative, Kennebec Water Power Company shall select the DOG representative.
d. The Greenville representative shall be selected by the Greenville Board of Selectmen. If the Greenville Board of Selectmen is unable to or declines to select the Greenville representative, the Piscataquis County Board of Commissioners shall select the Greenville representative.
e. The Jackman representative shall be selected by the Jackman Board of Selectmen. If the Jackman Board of Selectmen is unable to or declines to select the Jackman representative, the Somerset County Board of Commissioners shall select the Jackman representative.
f. The Beaver Cove representative shall be selected by the Beaver Cove Board of Selectmen. If the Beaver Cove Board of Selectmen is unable to or declines to select the Beaver Cove representative, the Piscataquis County Board of Commissioners shall select the Beaver Cove representative.
g. The Rockwood representative shall be selected by the Somerset County Board of Commissioners. If the Somerset County Board of Commissioners is unable to or declines to select the Rockwood representative, the Piscataquis County Board of Commissioners shall select the Rockwood representative.
h. The two Recreationalist representatives shall be selected by the Director of the Bureau of Parks and Lands, both of whom must live in the Moosehead Lake Region. One Recreationalist shall represent motorized recreation concerns, and one Recreationalist shall represent non-motorized recreation concerns.
i. The Largest Landowner representative shall be selected by Plum Creek Timber Company, Inc., so long as Plum Creek owns the largest percentage of the acreage covered by the Moosehead Region Conservation Easement. If another landowner owns the largest percentage of the lands covered by the Moosehead Region Conservation Easement, that landowner shall select a board member.

A director's term shall be for a period of four years, and any director may serve two consecutive terms. Any director may serve additional terms beyond the first two terms so long as he or she is re-selected by his or her corresponding Selection Agent on a term-by-term basis. The directors will serve without compensation. In the event that any director is no longer associated with the company or organization that he/she represented at the time of nomination or election to the board, or if that company or organization is acquired or goes out of business, the board seat shall be considered vacated and the corresponding Selection Agent shall be entitled to select a new director.

3. Authorizations to do Business

The MRFC may solicit and accept grants and loans of money and other real or personal property from third parties, including from the resort-related developments envisioned by the Concept Plan. The MRFC may make grants to third parties for approved MRFC projects.

The MRF may hold conservation easements or own land in fee in furtherance of its purposes.

4. Disbursements from the MRF

All disbursements from the MRF shall be for (1) projects in furtherance of the purpose of the MRFC, as set forth in section C.1. hereto, and (2) reasonable administrative expenses required for the operation of the MRFC.

5. Transfers to Other Funds

If the board of directors determines in any year that there exist revenues that the board of directors determines to exceed project needs, the board of directors may donate such funds to either the Affordable Housing Fund and/or the Wildlife and Invasive Species Fund. Further, should the board of directors determine that its revenues exceed project needs on an ongoing basis, the board of directors may petition LURC to reduce the funding allocation from the Stewardship Fee that is going to MRF. Such a petition shall not require Concept Plan amendment and shall be considered and decided by the Commission at its sole discretion.

S

Requirements for the Establishment and Maintenance of the Wildlife and Invasive Species Fund (WISF)

REQUIREMENTS FOR THE ESTABLISHMENT AND MAINTENANCE OF THE WILDLIFE AND INVASIVE SPECIES FUND (WISF)

A. Purpose

Pursuant to the requirements of the Concept Plan for the Moosehead Lake Region, Plum Creek must create a mechanism for generating monetary contributions ("funding mechanism") to financially support, *inter alia,* projects focused on addressing (1) wildlife protection and (2) invasive species prevention/botanical communities protection needs, including education, outreach and/or mitigation (hereinafter collectively "WISF projects") in the Moosehead Lake Region caused by the development zoned for in the Concept Plan. The Moosehead Lake Region hereinafter shall be understood to mean the region comprised of the twenty-nine townships involved in the Concept Plan (Townships covering the Concept Plan area and the Roaches Pond Tract) plus the Towns of Greenville and Jackman. This funding mechanism will consist of a required fee, in the form of a perpetual covenant as established pursuant to Appendix P of the Concept Plan, on the sale of certain property sold and resold in development areas within the Concept Plan as specified in Appendix P. Ten (10) percent of the funds collected from the fee will be devoted to WISF projects and will be deposited into an account known as the Wildlife and Invasive Species Fund (WISF).

This Appendix sets forth the requirements for the establishment and maintenance of the WISF.

B. Requirements for the Establishment and Maintenance of the WISF

1. Within ninety (90) days of recording of the first Declaration of Stewardship Covenant as provided for in Appendix P, Plum Creek must establish an account known as the Wildlife and Invasive Species Fund (WISF) as a separate, federally-insured (up to the maximum amount allowed by law) account. Plum Creek shall maintain this account and shall require a Collection Agent to deposit said collected mitigation funds into said account, pursuant to Appendix P. The deposited WISF funds, together with any interest earned thereon, shall be used solely and exclusively for the financing of WISF projects, and for payment to Plum Creek of the allowed administrative fee, pursuant to sub-section 4 herein.

2. Within ninety (90) days of recording of the first Declaration of Stewardship Covenant as provided for in Appendix P, Plum Creek must submit to the Commission an executed Memorandum of Understanding in which (a) the Maine Department of Inland Fisheries and Wildlife, the Maine Department of Conservation, through the Natural Areas Program, and the Maine Department of Environmental Protection or their successor agencies (hereinafter "Determining Agencies") and Plum Creek are parties, and (b) at least the following terms and conditions regarding the process for selecting and funding WISF projects are contained therein:

   A. On no less than a semi-annual basis, and regardless whenever the WISF contains $20,000 or more in unencumbered funds, Plum Creek shall (1) notify a designated person at each of the Determining Agencies of the amount of unencumbered funds in the WISF and (2) shall solicit written proposals from all of the Determining Agencies and the public for WISF projects in the Moosehead Lake Region consistent with the purpose of the WISF

B. In a timely manner thereafter, Plum Creek shall make available to all the Determining Agencies the proposals received, and shall establish a reasonable time period not to exceed sixty (60) days by which the Determining Agencies shall report to Plum Creek (by either unanimous agreement or majority vote) as to projects the Determining Agencies have chosen to fund, the amounts thereof (hereinafter "Qualifying Project(s)"), and the entity or entities that are to receive these funds (hereinafter "Receiving Entity").

C. Plum Creek shall be responsible for (1) executing a written grant agreement with each Receiving Entity, in which the Qualifying Project description, timetable, funding amount and reporting/performance requirements are established, with copies of said grant agreement(s) provided to the Determining Agencies, and (2) dispersing grant funds to the Receiving Entity.

D. In the event that the Determining Agencies do not respond in a timely manner, or respond by saying that they have concluded that none of the projects are worthy of funding for the amount of funds available in the WISF, Plum Creek shall retain the monies in the WISF for granting in subsequent years consistent with the selection process described herein.

3. On an annual basis, Plum Creek must provide to the Commission an accounting of all monies deposited into the WISF, funds remaining in the WISF at the end of the annual reporting period, all Qualifying Projects that have been funded and the amount thereof, and the use that has been made of the granted funds.

4. Plum Creek shall be entitled to a total fee not to exceed $1,000 per annum for all services provided in administering the WISF should the amount deposited the WISF by the Collection Agent be in an amount of $20,000 or less per annum, and a total fee not to exceed $2,000 per annum for an amount of more than $20,000 per annum deposited by the Collection Agent into the WISF.

5. On a unanimous authorizing vote by the Determining Agencies, Plum Creek may donate any portion of the monies in the WISF to either the Moosehead Lake Region Affordable Housing Fund ("AHF") or the Moosehead Recreation Fund ("MRF") established pursuant to the Concept Plan, should the Determining Agencies conclude that WISF monies exceed both immediate and projected longer-term WISF project needs in the Moosehead Lake region.

6. The Determining Agencies may petition the Commission to change the funding allocation established in the Collection Agreement among the AHF, WISF, and MRF, based on a showing that, on an ongoing basis, one or two of the funds is either receiving or has collected more monies than is required to meet the need for which it is established.

7. In the event that Plum Creek sells or assigns fifty (50) percent or more of all lands comprising the Concept Plan area to an unaffiliated entity, Plum Creek shall immediately inform the Commission of these circumstances, and recommend to the Commission an alternative entity capable of administering the WISF.

T

Affordable Housing Loan and Land Donation Agreement with Coastal Enterprises, Inc. (CEI)

Coastal Enterprises Inc.

36 Water Street
P.O. Box 268
Wiscasset, Maine
04578-0268

Telephone
207/882-7552
Toll Free
877/340-2649
Facsimile
207/882-7308
E-mail
cei@ceimaine.org
Website
www.ceimaine.org

A Workforce Housing Development Proposal for the Communities of Greenville, Jackman and Rockwood

Prepared by Coastal Enterprises Inc. for submission to Plum Creek Timber Company, Inc.

Loan Proposal

Date:	July 31st, 2006
Borrower:	Coastal Enterprises, Inc. ("CEI") P.O. Box 268, 36 Water Street Wiscasset, ME 04578
Contact:	Ron Phillips, President, rlp@ceimaine.org, 207-882-7552 ext. 114; Michael Finnegan, Senior Vice President, mfinnegan@ceimaine.org, 207-882-7552 ext. 161
Lender:	Plum Creek Land Company ("Plum Creek") or one or more of its affiliates
Project	Northern Heritage Development Fund – long-term goal of 60-90 units of Affordable Housing Project in the Moosehead Lake Region; initial goal of 20-30 units in the First Phase.
Request Amount:	First phase: $800,000 , plus 25 acres in land donation, Second phase: $950,000, plus 75 acres in land donation upon approval of the "Plan" (estimated around June 2007).
Rate	Four percent (4%)
Term	Seven (7) years
Security	General Obligation note
Amortization	Quarterly interest payments with all interest and principal due at the end of the term
Assumability	Neither part of the Loan is assumable in whole or in part.
Other Terms:	(1) CEI will not take a position on Plum Creek's pending Maine Concept Plan; and (b) CEI intends to issue the attached press release on or around the time of Closing of the First Phase.

Creating opportunities for Maine people since 1977

A private, nonprofit community development corporation founded in 1977 to provide financial and technical assistance to the people, businesses and communities of Maine. CEI is an equal opportunity provider.

Program Description

CEI is proposing that Plum Creek loan to CEI a total of One Million Seven Hundred Fifty Thousand Dollars ($1,750,000)(the "Loan") in two phases. CEI is also proposing that Plum Creek donate to CEI a total of 100 acres in two phases. The total Loan and total land donation are to be used by CEI to help capitalize a seven-year development initiative to create between 60 and 90 units of affordable, workforce homeownership housing in the communities of Greenville, Rockwood and Jackman, Maine (the "Target Area"). The Loan and land donation phases are as follows: (a) Phase I: a loan in the amount of $800,000 and a land donation of 25 acres of land. (b) Phase II: a loan in the amount of $950,000 and a land donation of 75 acres. The closing of Phase I loan shall occur on September 29, 2006. The closing of the Phase I property donation shall occur by December 30, 2006, but earlier upon the mutual agreement of CEI and Plum Creek. The Closing of Phase II shall occur within thirty (30) days after (x) approval of Plum Creek's Maine Concept Plan, currently pending, by the Maine Land Use Regulation Commission on terms acceptable to Plum Creek in Plum Creek's sole discretion; and (y) expiration of all such appeal periods for such approval without appeal or (z) resolution of any such appeal(s) to the sole satisfaction of Plum Creek. The closing of the Phase II is likely to occur on or before June, 2007.

CEI proposes that the Loan funds be combined with strategic land donations from Plum Creek to CEI to ensure optimum affordability of the housing units. The described Plum Creek funds and land will leverage an additional $1.750 million of CEI financing. The affordable housing project will serve as a showcase for housing that is green, smart, and affordable in the Moosehead Lake region. Based on CEI's track record, we anticipate that by revolving and recycling these loan funds, we will achieve a total development impact of at least $9 million. CEI already has assembled $3.5 million in loan and grant funds, which are being used for both affordable housing and economic development in the wider geographic region known as the "rim counties" under its $10 million Northern Heritage Development Fund (previously submitted, with 10-year outcomes).

In each proposed project at least 1/3 of the units will be targeted to people at or below 80% of the median income for the region. If project economics allow we will attempt to increase targeting to this population. The balance of the units will be targeted to people between 80% and 110% of the area median income. The projects will be developed with three objectives for build-out that include GREEN design, SMART GROWTH design and AFFORDABILITY for the working population in the region.

In discussions with Luke Muzzy of Plum Creek, John Egan and Michael Finnegan of CEI have already identified one project in Greenville on a site presently owned by the Charles A. Dean Hospital. The hospital could act as a full partner in the build out of the project or, with land transfer to CEI, act as a quasi-sponsor of the project. The hospital may be interested in targeting lower paid health workers as their facility expands. This and other properties can be explored cooperatively with Plum Creek support to determine actual sites.

In order to optimize the use of funds and implement project goals, site review would begin immediately in each locale. As well, a market feasibility study would be required for each project to determine demand and design preference for the units in each community.

Resources, Leverage and Scale of Project
The importance of land contribution, and its impact on affordability, cannot be underestimated. The land contributions in effect represent a $25,000 per unit subsidy. With the development of 60 units the land contribution would have a value of $1,500,000 to the project. The loan request of $1,750,000 coupled with further CEI leverage of $1,750,000 would mobilize $5,000,000 for the project overall. Sixty units, built out at an average purchase price of $150,000, would bring the total project value to $9,000,000 when complete.

In addition to providing significant workforce ownership opportunity, the project would generate significant multipliers and job creation in the tri-community region.

CEI would also seek other grant, subsidy and loan resources to assist in the development of these projects. These would include but not be limited to:

1) Housing Tax Increment Financing;
2) Mortgage Credit Certificates for first-time homebuyers;
3) AHP subsidy through the Federal Home Loan Bank of Boston;
4) Homeownership tax credits (if available);
5) CHODO funding for first-time homebuyers;
6) Discounted first-time homebuyer mortgages; and
7) Grant resources to support GREEN construction.

Regional Background and Needs Statement
In recent years there have been several studies making the case for affordable housing in the region. In May 2002 John Simko, Town Manager of Greenville wrote a paper entitled *Greenville at the Crossroads: The Dire Need to Grow Our Population and to Enrich our Community* outlining critical issues relating to the future sustainability of Greenville as a traditional community. The report noted the town's declining population is having and will continue to have a negative impact on community institutions such as local schools and the hospital and the future quality of the workforce that will be needed to support economic development. An aging population in the region is another complicating factor in this discussion. The report further noted the connection between population, workforce and economic development. Beyond the infrastructure development objectives of transportation, industrial park construction, and telecommunications is a need to focus on new housing stock development to replace the town's existing stock, much of which is dilapidated. Among the report's four primary objectives was the development of affordable housing, specifically, to "Increase available single family housing, both rental and for purchase by 60 units (30 units each) by the year 2010."

The need for affordable housing in the Greenville area is something that diverse interests agree is crucial to the future of the region. CEI's proposal is consistent with the guidelines proposed by the Moosehead Region Futures Committee for Plum Creek's rezoning proposal.[1] Specifically, the Committee emphasized the need to retain and attract a diverse labor force and called for the creation of affordable housing units within the communities affected by Plum Creek's rezoning application. The Committee also called for the creation of strategies to ensure that affordable housing units are not subject to speculation and are reserved for area workers who most need them. CEI's proposal is

[1] http://www.mooseheadfutures.org/Archives_Links.htm#CitizenSolutions

also consistent with the goals of the Coalition to Preserve and Grow Northern Maine, which is supportive of efforts to make affordable housing available to local residents.[2]

Other needs assessments corroborate the town's analysis. For example, the recent 2005 Maine State Housing Authority *Housing Facts* report affirms the need for this type of housing stock across the three communities. The combined affordability index for the communities is 0.85. Of all homes sold in 2005, 67.7% were unattainable given the normal parameters of monthly outlay for mortgage payment, taxes and insurance. Other factors demonstrate the need for safe, decent and affordable housing in the communities of Greenville, Rockwood, and Jackman:

- 62% of the population is older than 45;
- 76.9% of the housing stock is older than 35 years; and
- 39% of the stock 67 years or older.

Confidentiality and Announcement

Each party agrees not to distribute written or electronic copies of this agreement to third parties or to the public without consent of the other party. Other than the CEI press release attached, formal public announcements concerning the workforce housing initiative and/or Plum Creek's participation in the NHDF shall be approved in advance by Plum Creek's Director of Communications, Kathy Budinick (206-467-3620). The parties understand and agree that from time-to-time one or the other may be asked to speak publicly about workforce housing generally, or their efforts to address workforce housing issues specifically. Accordingly, it is anticipated and expected that each of the parties may share information with the public that is consistent with the attached Press Release. The terms of this section shall not be interpreted to limit CEI's ability to speak about its mission statement, goals or historical success. Ron Phillips and Michael Finnegan shall be CEI's designated spokespersons. Jim Lehner and Luke Muzzy shall be Plum Creek's designated spokespersons.

---

[2] http://www.preservegrowme.org/About.html

Summary

At the invitation of the town of Greenville, CEI is working with the town to develop affordable housing and economic development strategies that extend as well to the towns of Rockwood and Jackman. Community groups located in the area and neighboring counties are aware of CEI's goals for affordable housing and are supportive. CEI's board of directors has reviewed and approved this concept proposal, appreciates the opportunity to present this proposal to Plum Creek representatives, and looks forward to a favorable response. CEI's proposed housing initiative could do much to enhance the sustainability of the three communities and provide a solid foundation for future economic growth of this special region. These communities have not seen the magnitude of affordable housing capital investment that southern Maine has experienced. The proposed Phase I loan request of $800,000, plus donation of 25 acres of land, and future prospects for an additional Phase II loan of $950,000 and donation of 75 acres of land would represent an important and necessary component to achieve a valuable community development outcome for these communities.

Coastal Enterprises, Inc.,
a Maine non-profit corporation

BY: _____
Name: Ronald C. Phillips
Title: President

If you agree to the foregoing terms, please return one executed original of this Agreement to the CEI.

Agreed and Accepted:

PLUM CREEK LAND COMPANY,
a Delaware corporation

By: _____
James A. Kraft
Senior Vice President and General Counsel

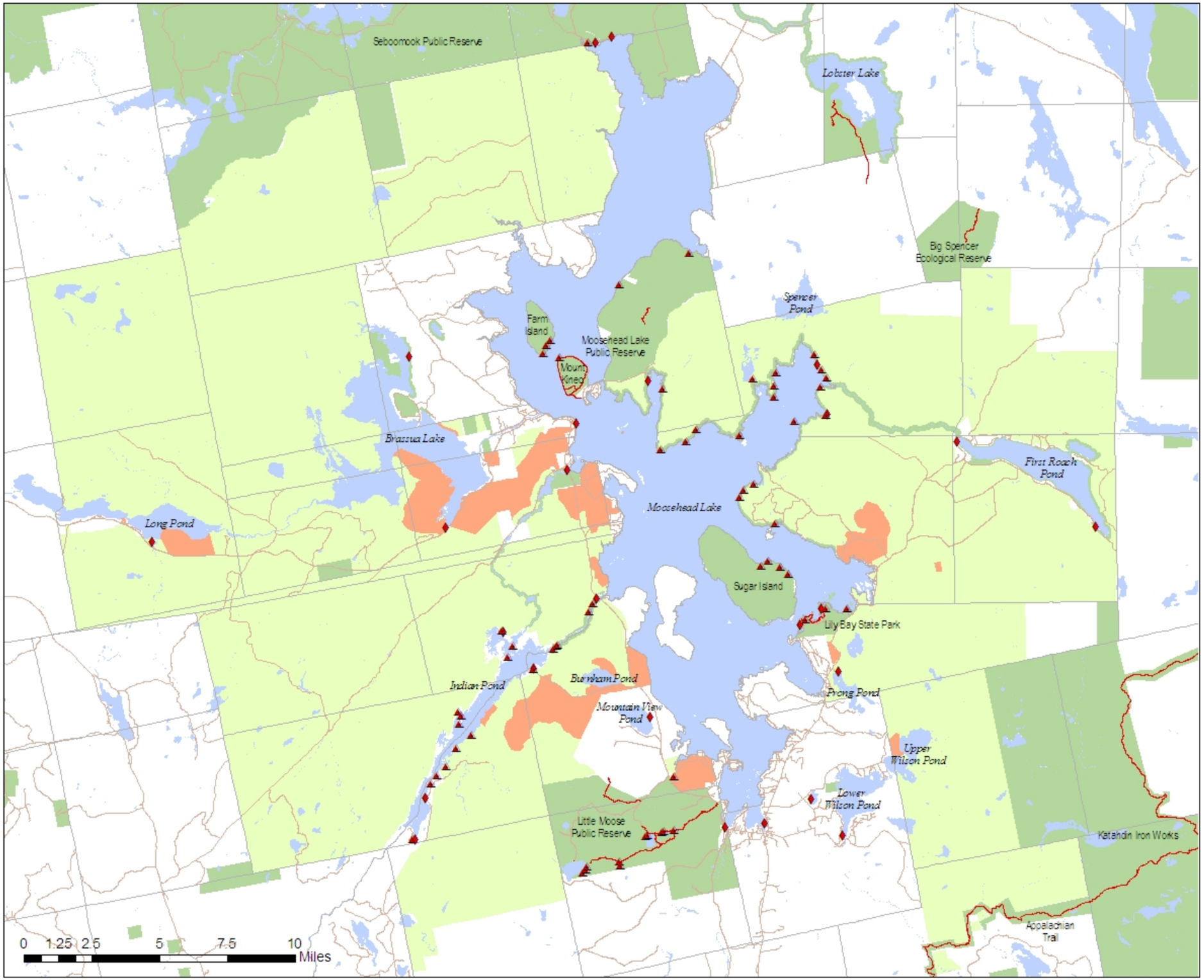
U

Map of Certain Public Vantage Points

CERTAIN PUBLIC VANTAGE POINTS WITHIN AND NEARBY THE CONCEPT PLAN AREA

This map identifies the approximate locations of a subset of public vantage points, as defined in Section II, Sub-Chapter I, 10.02(152.A.d.) of the Concept Plan:

> *Recreational facilities (including those that alter a shoreland) and trails that as of the Concept Plan effective date are located on (i) lands owned by the public, (ii) lands containing a conservation easement held by the State of Maine, and (iii) conservation lands established pursuant to licenses issued by the Federal Energy Regulatory Commission ("FERC")*



LEGEND

- Road
- Water
- Minor Civil Division
- Public Land (fee, conservation easement)
- Development Area
- Concept Plan Area

Public Vantage Points:

- Boat Launch
- Campsite or Campground
- Hiking Trail

V

Inventory of Leased Lots Within the Concept Plan Area and Improvements Thereon

INVENTORY OF LEASED LOTS WITHIN THE CONCEPT PLAN AREA AND IMPROVEMENTS THEREON

This Appendix contains an inventory of each of the 33 leased lots existing within the Concept Plan area, and the improvements thereon, as of the Concept Plan effective date. For each leased lot, the inventory is comprised of:

1. A copy of the lease in effect as of the Concept Plan effective date;
2. A plan showing the approximate leased lot boundary;[1]
3. An inventory of the exterior footprint dimensions of all structures and other improvements on the leased lot;
4. Current photographs of structures and other improvements on the leased lot; and
5. The most current available Maine Revenue Service tax assessment card for the structures and improvements on the leased lot.

[1] In most instances, the leased lot boundary represented on the plan is not a metes and bounds survey; rather, the boundaries were digitally created based on the GPS locations of structures and improvements on each leased lot, and the approximate acreages of the lots.

Leased Lot #1

	Township	County	Lessee	Description
1	Beaver Cove	Piscataquis	HAROLD CROSBY	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-06

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Mr. Harold D. Crosby, Jr. ("Lessee") whose address is 131 Clark Avenue, Bangor, ME 04401 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Beaver Cove ("Leased Premises"):

on the north shore of Prong Pond

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Mr. Harold D. Crosby, Jr.
131 Clark Avenue
Bangor, ME 04401

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

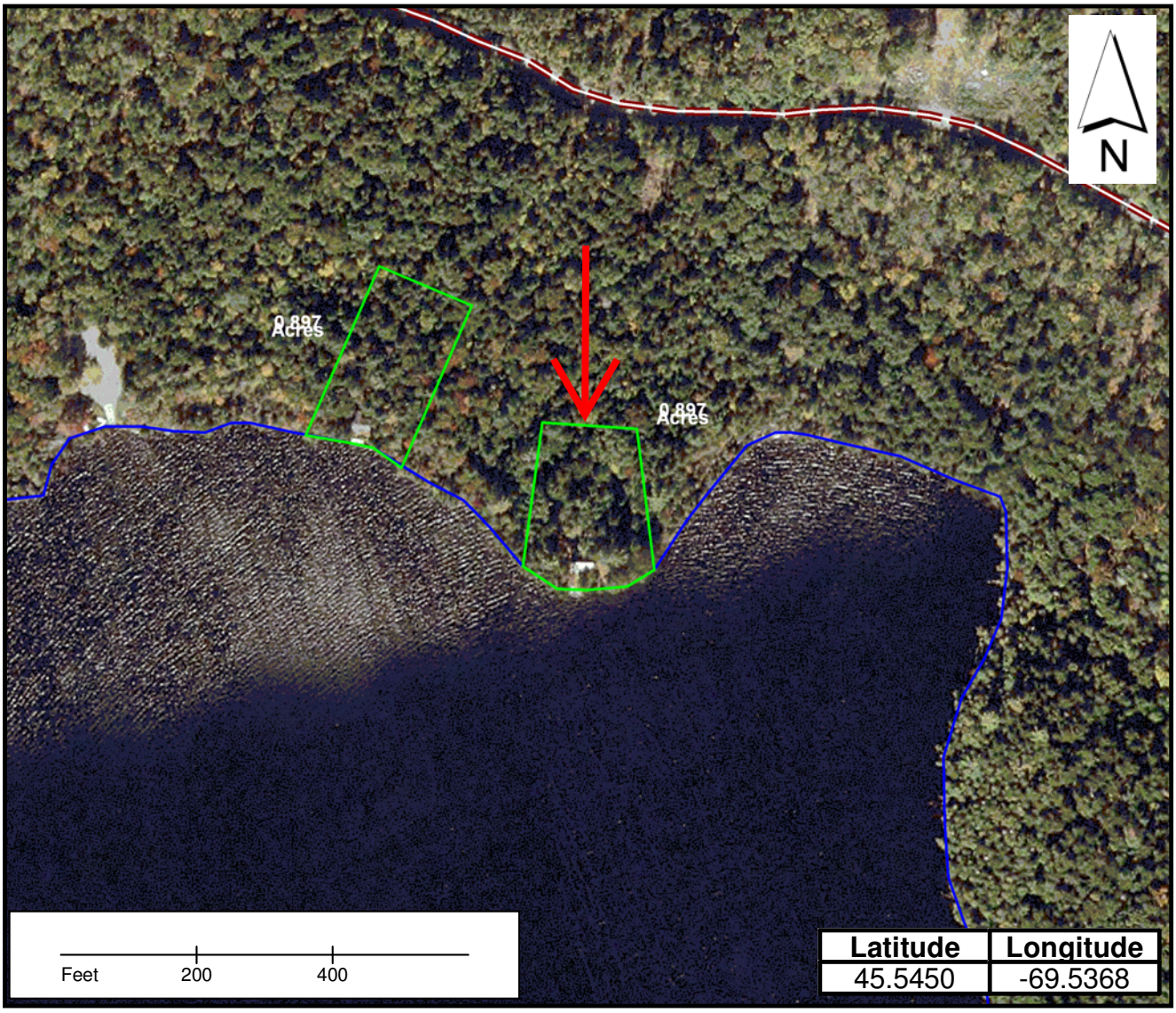
LESSOR: Plum Creek Timber Company

BY: Timothy Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Mr. M. Lee Crosby
Mr. Harold D. Crosby, Jr.

12-26-08

Beaver Cove

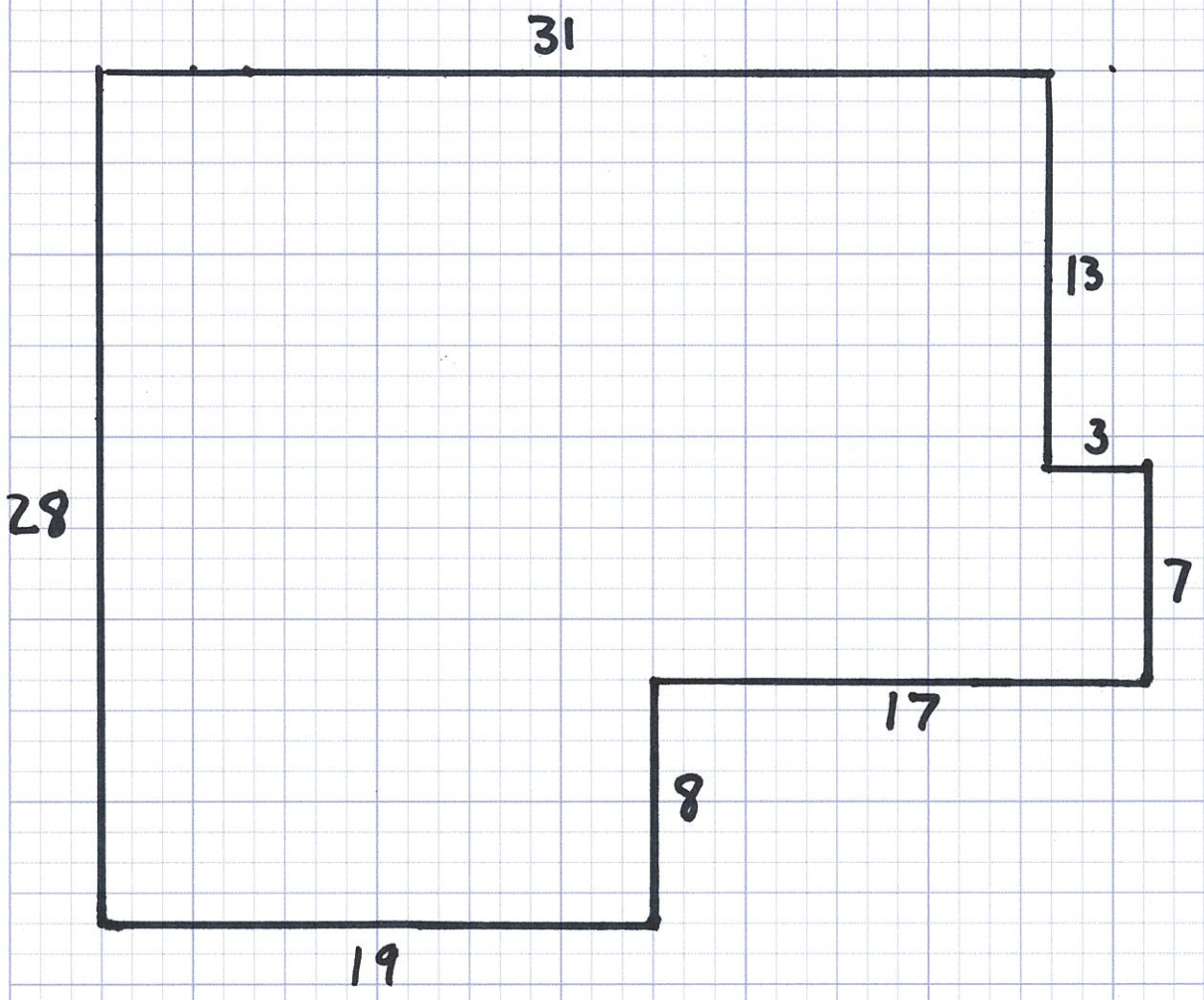


Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot. Coordinates are for the lot to the East.

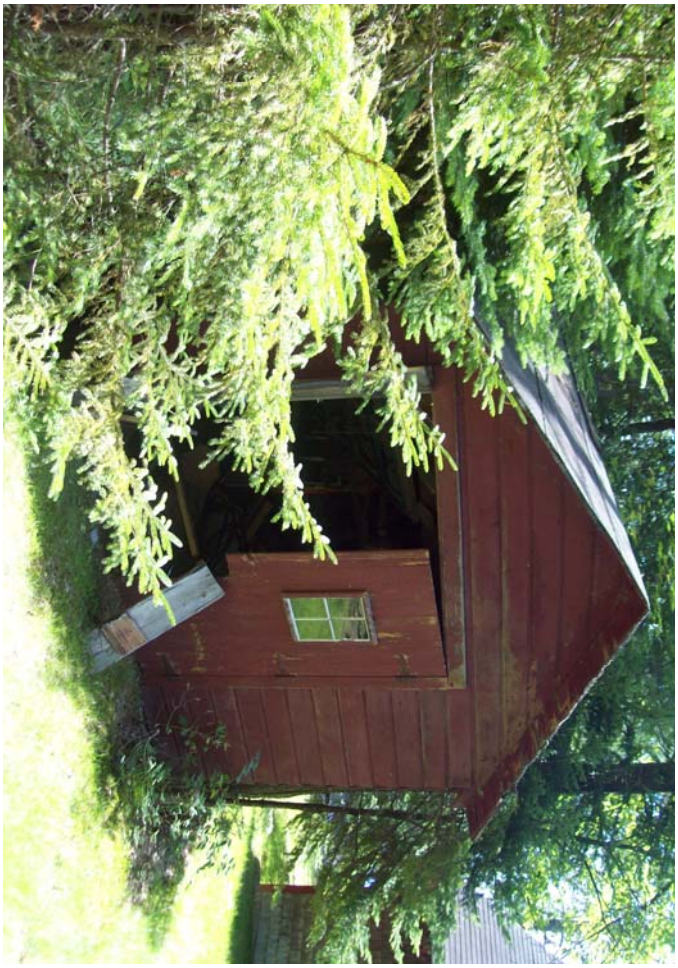
PlumCreek

CROSBY - BEAVER COVE



Additional Buildings:

Shed #1:	12'X 22'
Shed #2:	10'X 13'
Outhouse:	6'X 7'
Boathouse:	26'X 11'



Beaver Cove

Billing Information

07/02/2009

09:51 AM

Account: 3 Card: 1

Name	Second Owner	Map / Lot
CROSBY, IVER M.		001-001-0LL-1
Address	**Location**	**Reference 1**
131 CLARK ave	55 PRONG POND RD	B P
	Telephone	**Reference 2**
BANGOR,ME 04401	Field1	LEASED LOT-1

Book Page

Land Code	1	1 RESIDENTIAL	**Exempt Code 1**	0
Building Code	11	11 SINGLE FAMILY...	**Exempt Code 2**	0
Tran Code	0	None	**Exempt Code 3**	0

Land Use.....	0	**Entrance**	5	Estimated
Building Use....	0	**Information**	5	Estimate
		Last Inspected	07/17/02	

	Soft Wood	Hard Wood	Mixed	Other	Total
Acres	0	0	0	0.00	0000.00
Value	0	0	0	0	

Land	0	**Building**	35,100	**Exemption**	0

Total Account Values

Assessment		Estimated	
Land	0	**Tax Rate**	06.900
Building	35,100	**Tax Amount**	242.19
Exemption	0		
Taxable	35,100		

PROPERTY RECORD CARD — -00HLL1

Town of BEAVER COVE Maine

PISCATAQUIS COUNTY

NAME	ADDRESS (PHONE: 942-2206)	DATE	MISC.	REG. B. & P.	CARD OF CARDS
CROSBY, HAROLD D	131 CLARK AVE, BANGOR ME 04401				MAP NO.
					PLAN NO.
					LOT NO.
					LEASE NO.
					from
					EXEMPT

STATE VALUATION RECORD

RECORD OF REVIEWS

Reviewed by R OURANGOR Date 8/90 Change sheet 1

Reason for and amount of change: CORRECT & UPDATE CURRENT COST ESTIMATE

Reviewed by Date Change sheet 1

Reason for and amount of change:

LAND VALUATION: Frontage 150 FF Black Top Rd. Dirt Rd. Rear Lot

Classification	Size or Area (1 AC)	Unit Price	Factor	Fr. Ft. Price	Excess * Fr. Factor	VALUE
CAMP ON LEASED LOT (J.M. HUBER - PRONG POND)						
	150' x 300 DP	220	1.23	270.60		40,600

PAVED DRIVE Sq. Ft. @ = & DRILLED WELL =

*Excess Frontage Computations & Notes:

L - 40,600
B - 19,200
59,800 - FAIR MARKET VALUE '90

TOTAL LAND	LAND LEASED TO J.M. HUBER
BLDGS. THIS CARD	19,200
ADDITIONAL CARDS	
TOTAL VALUE	19,200

PAGE4

07-02-2009 09:00 BEAVERCOVE 2076952880

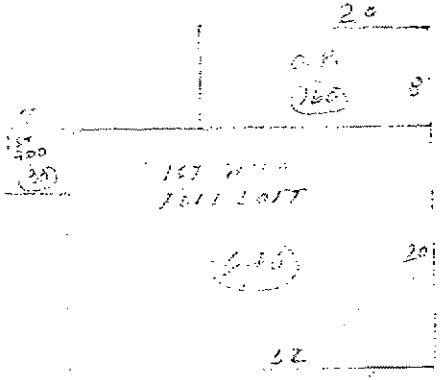
Window Inspection ☐ Interior Inspection ☐
Exterior Inspection ☐

OWNERSHIP CROSBY H.
LOCATION PONG POND, J.M. HUBER, LEASE

	GRADE	CONSTRUCTION DETAILS	ADD	DEDUCT
Foundation	2	Piers Wall Other WOOD POST & CONC. PIERS		
Basement	1	None ✓ HR Conc. Fl. Dirt Fl. Finished Area 840 210		1,344
Framing	2	Studs 2x4 24 Joists 3x10 24 Beams 5x6		
		Rafters Supports Camp or Log Style		
Roof	3	Sheathing: Boards ✓ Plywood Other		
		Cover: Asph. Shgl. ✓ Roll Metal Other	240	
Interior	2	Unfinished FULL LOFT @ 300 FALSE SERIES	640	
Exterior	3	Insulation Sheathing Cover WOOD SHINGLES		
Floors	3	Sub-Fl. S/W Cover		
Heating	1	Stove ✓ Fireplace Other DEP 15%		
Plumbing	1	3 pc. 2 pc. Flush Auto Water Heater		
		El. Pump None Other WATER FROM LAKE		400
Lighting	2	None Min. ✓ Other SWN DIVERTOR Circuits Amps.		
TOTAL	18	SURVEY BY Date	TOTAL 880	1744
GRADE	1.8	COMP. BY Date		880
COND.	70%	REVIEW BY Date	NET	864

	Stories	Grade	Area	Cost Rep.	Cost Rep.
	1ST	1.8	840	$	$ 10,872
	1ST ADD	2	24	310	310
	2-P.	2	120	710	710
Total Cost Rep.				16,176	11,872
Adjustment =				864	- 1,776
Adjusted Cost Rep.				15,312	10,922
X Current Cost Factor			1.66 ~~1.55~~	25,264	17,196
Condition				X 70 %	X 65 %
				17,685	11,178
Functional Obsol. Factor				X 90 %	X 90 %
				15,917	10,060
Economic Obsol. Factor				X — %	X %
Cost Rep. Less Deprec.				15,900	10,100
Plus Outbuildings				3,300	3,300
TOTAL VALUE—BUILDINGS				$ 19,200	$ 13,400

FUNCTIONAL OBSOL. 10 %	OUTBUILDINGS—KIND	GARAGE	SHED	PUMP HOUSE
NO PLUMBING 5	Unit Cost—Base/S.F.	4.50	4.50	4.50
NO ELEC 5	Floors WOOD	.95	.95	.95
	Foundation	—		
	Exterior Walls	—		
	Roof	—		
TOTAL %	Interior	—		
FACTOR 90 %	Wall Height	—		
ECONOMIC OBSOL. %	Electricity	—		
Neighborhood	Other			
Accessibility	TOTAL UNIT COST/S.F.	5.45	5.45	5.45
Utilities	Size and Area 12 x 22	264	10x14 140	10x25 250
Services	COST OF REP.	1,438	760	1,360
Topography	Unit Additions		—	
Other	ADJUSTED COST	1440	760	1,360
TOTAL %	X Current Cost Factor 1.65 ~~1.55~~	2,376	1,254	2244
FACTOR %	DEPRECIATION %	35	50	50
	COST LESS DE	$ 1,544	$ 627	$ 1,122



Leased Lot #2

	Township	County	Lessee	Description
2	Beaver Cove	Piscataquis	MARK DUMONT	Approximately on the east shore of Mud Pond, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-53

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Mark Dumont ("Lessee") whose address is 51 Upper Loudon Road, Loudonville, NY 12211 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Beaver Cove ("Leased Premises"):

on the east shore of Mud Pond

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Mark Dumont
51 Upper Loudon Road
Loudonville, NY 12211

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

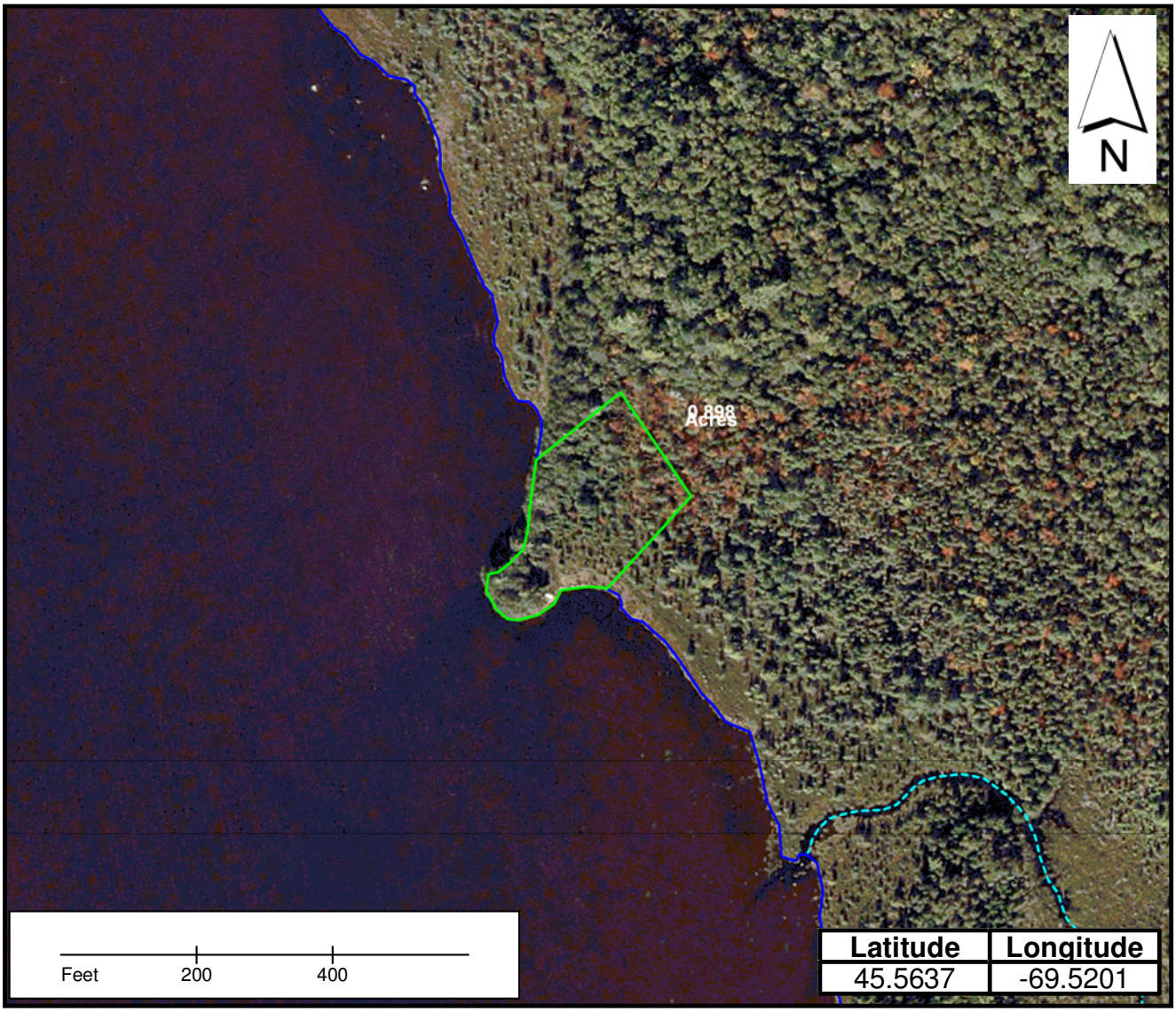
LESSOR: Plum Creek Timber Company

BY: Timothy E Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Mark DuMont
Mark Dumont

Mark DuMont

Beaver Cove

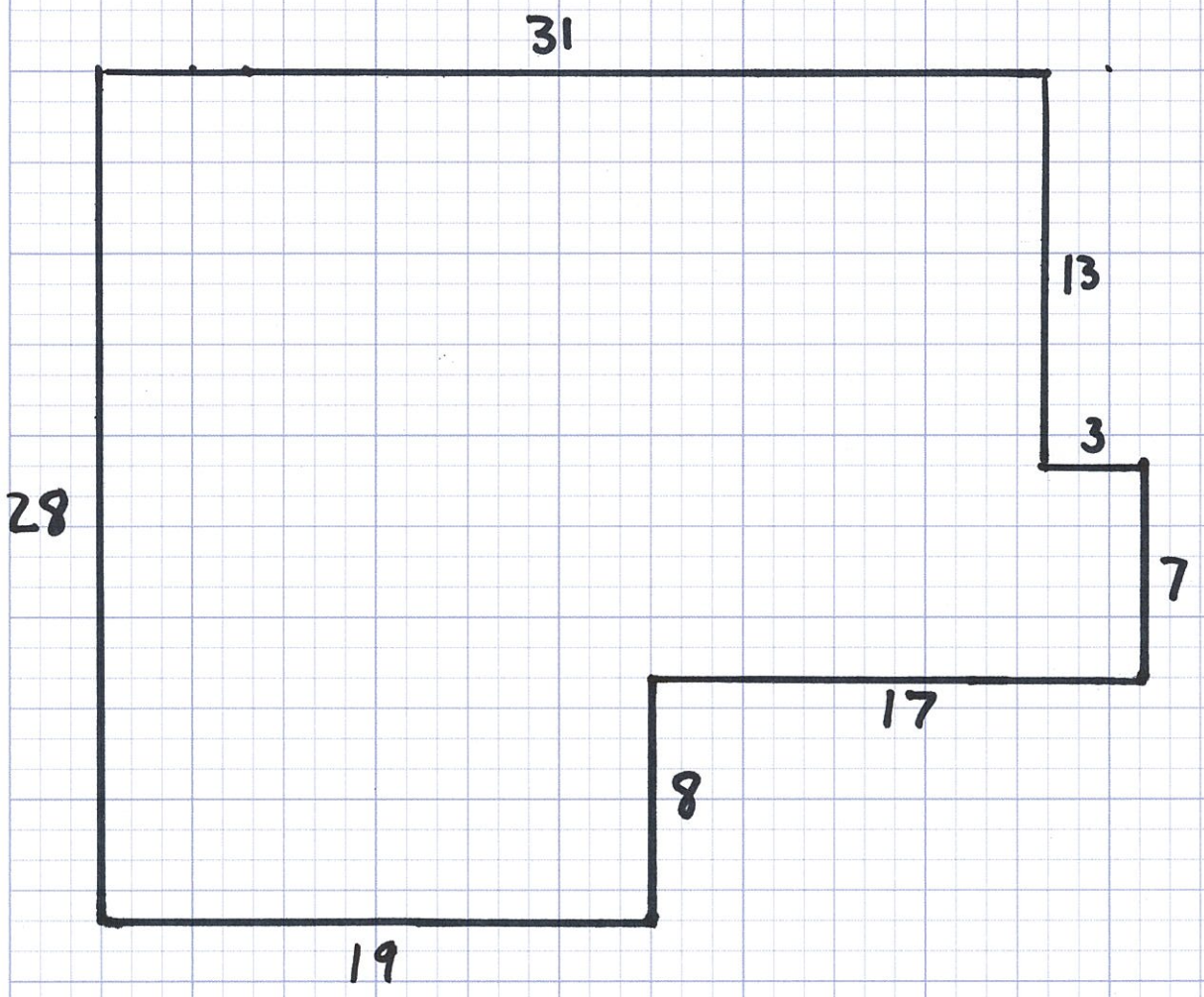


Lease Lot locations
Streams
Water
Roads

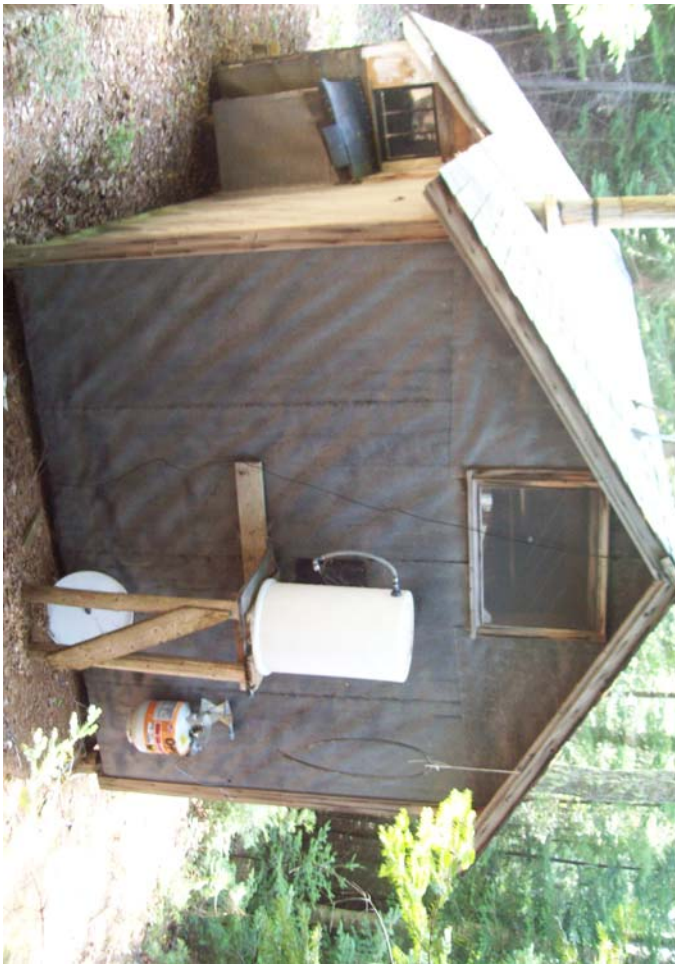
Lease location coordinates are from the crnter of the lot.

PlumCreek

DUMONT - BEAVER COVE



Additional Buildings:
Outhouse: 4'X 4'



Beaver Cove

Billing Information

07/02/2009

09:53 AM

Account: 6 Card: 1

Name	Second Owner	Map / Lot
DUMONT, MARK D. & KIMBERLEY		001-001-0LL-4
Address	**Location**	**Reference 1**
51 UPPER LOUDEN ROAD	0	LEASED LOT-4
	Telephone	**Reference 2**
LOUDONVILLE,NY 12211	(207)487-3478	

Book Page

Land Code	1	1 RESIDENTIAL	**Exempt Code 1**	0
Building Code	11	11 SINGLE FAMILY...	**Exempt Code 2**	0
Tran Code	0	None	**Exempt Code 3**	0

Land Use.....	0	**Entrance**	5	Estimated
Building Use....	0	**Information**	5	Estimate
		Last Inspected	07/17/02	

	Soft Wood	Hard Wood	Mixed	Other	Total
Acres	0	0	0	0.00	0000.00
Value	0	0	0	0	

Land	0	**Building**	2,200	**Exemption**	0

Total Account Values

Assessment		Estimated	
Land	0	**Tax Rate**	06.900
Building	2,200	**Tax Amount**	15.18
Exemption	0		
Taxable	2,200		

Leased Lot #3

	Township	County	Lessee	Description
3	Beaver Cove	Piscataquis	WILLIAM HAIR	Approximately on the north shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-17

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Mr. William B. Hair ("Lessee") whose address is 327 Edisto Avenue, Columbia, SC 29205-3015 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Beaver Cove ("Leased Premises"):

on the north shore of Prong Pond

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Mr. William B. Hair
327 Edisto Avenue
Columbia, SC 29205-3015

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

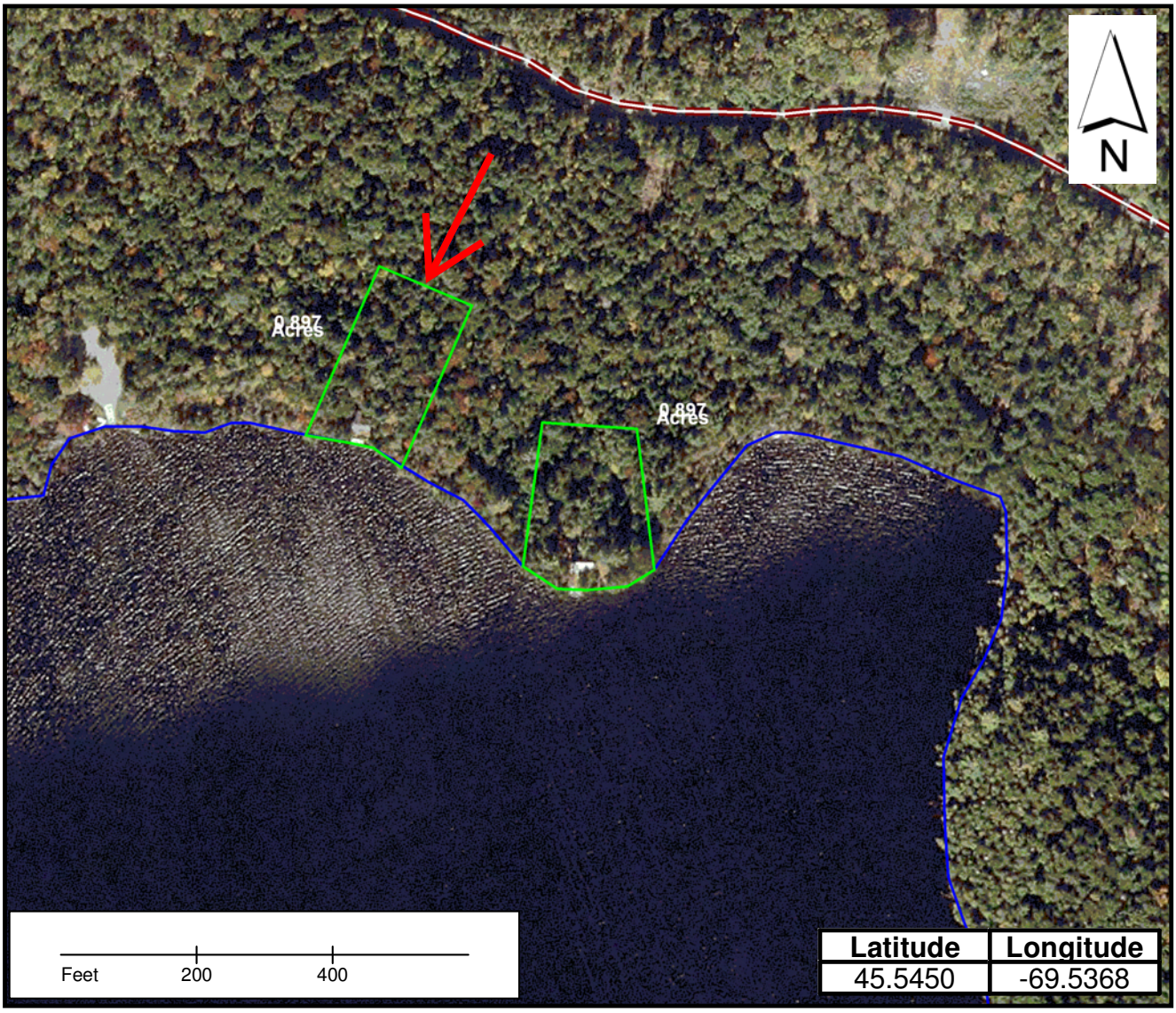
LESSOR: Plum Creek Timber Company

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
Mr. William B. Hair

_____

Beaver Cove

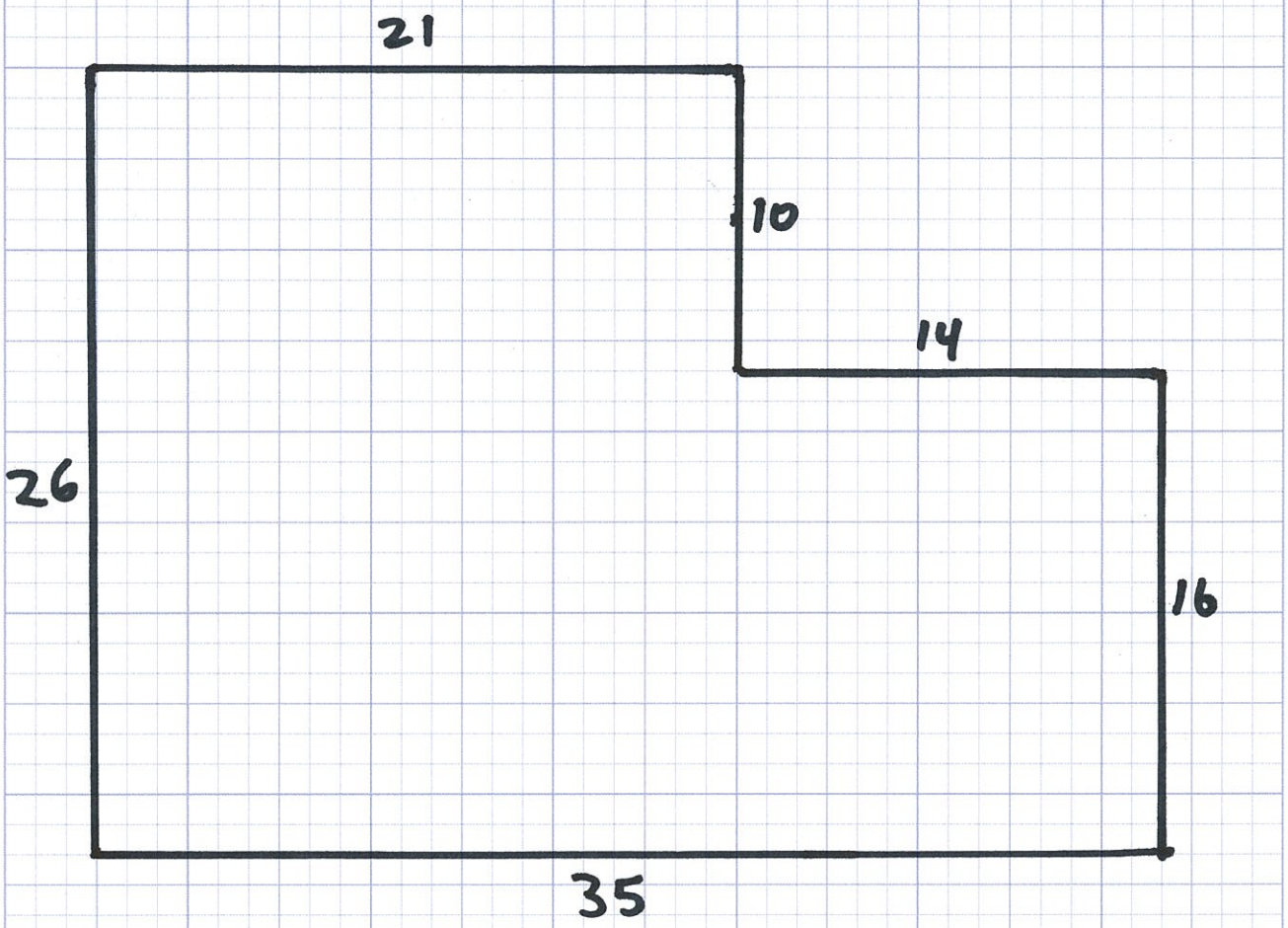


Lease Lot locations
Streams
Water
Roads

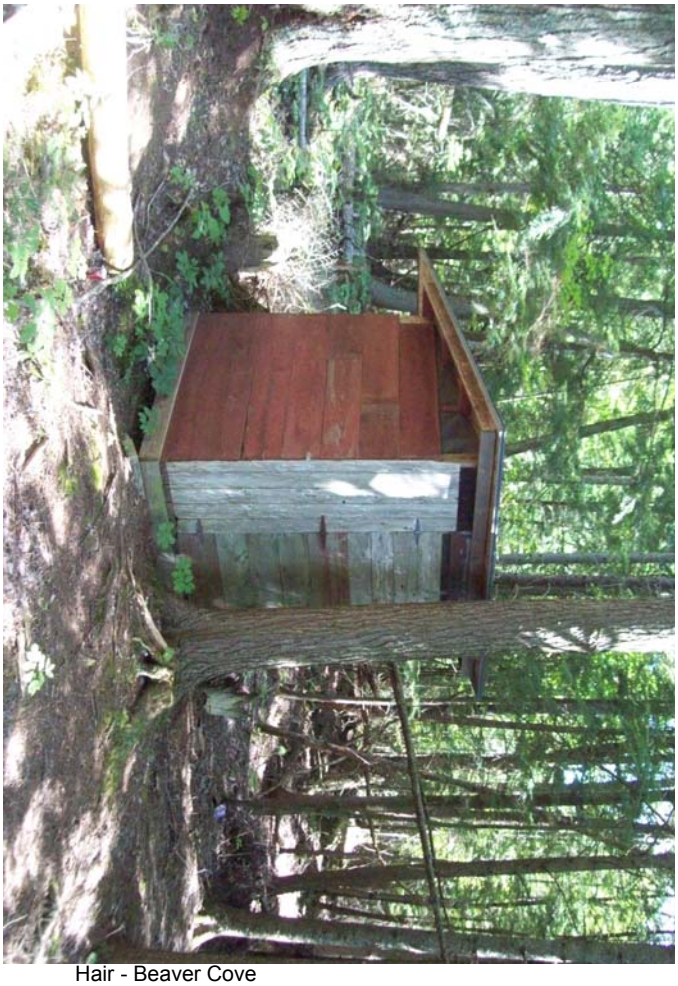
Lease location coordinates are from the crnter of the lot. Coordinates are for the lot to the East.

PlumCreek

HAIR - BEAVER COVE



Additional Buildings:
Shed: 12'X 12'
Outhouse: 6'X 6'



Beaver Cove
09:52 AM

Billing Information

07/02/2009

Account: 4 Card: 1

Name	Second Owner	Map / Lot
HAIR, WILLIAM B.		001-001-0LL-2
Address	**Location**	**Reference 1**
327 EDISTO AVE	71 PRONG POND RD	LEASED LOT-2
	Telephone	**Reference 2**
COLUMBIA,SC 29205 3015	(706)857-2143	

Book Page

Land Code	1	1 RESIDENTIAL	**Exempt Code 1**	0
Building Code	11	11 SINGLE FAMILY...	**Exempt Code 2**	0
Tran Code	0	None	**Exempt Code 3**	0

Land Use.....	0	**Entrance**	5	Estimated
Building Use....	0	**Information**	5	Estimate
		Last Inspected	07/17/02	

	Soft Wood	Hard Wood	Mixed	Other	Total
Acres	0	0	0	0.00	0000.00
Value	0	0	0	0	

Land	0	**Building**	21,600	**Exemption**	0

Total Account Values

Assessment		Estimated	
Land	0	**Tax Rate**	06.900
Building	21,600	**Tax Amount**	149.04
Exemption	0		
Taxable	21,600		

Leased Lot #4

	Township	County	Lessee	Description
4	Beaver Cove	Piscataquis	HAROLD BLANCHARD	Approximately on a small peninsula on the east shore of Prong Pond, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-32

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Harold F. Blanchard ("Lessee") whose address is P.O. Box 272, Greenville Jct., ME 04442 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Beaver Cove ("Leased Premises"):

on a small peninsula on the east shore of Prong Pond

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Harold F. Blanchard
P.O. Box 272
Greenville Jct., ME 04442

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

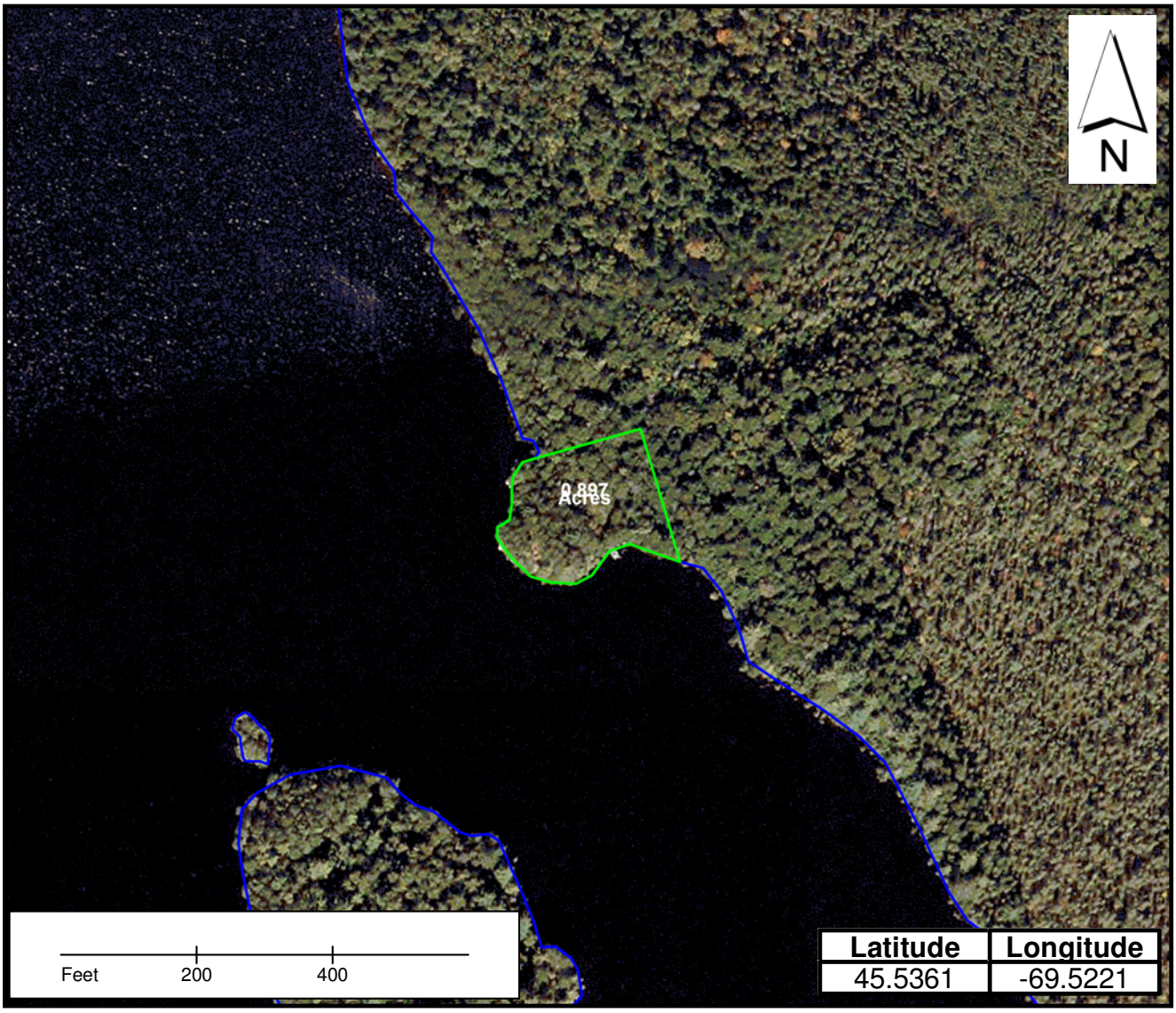
LESSOR: Plum Creek Timber Company

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
Harold F. Blanchard

_____

Beaver Cove

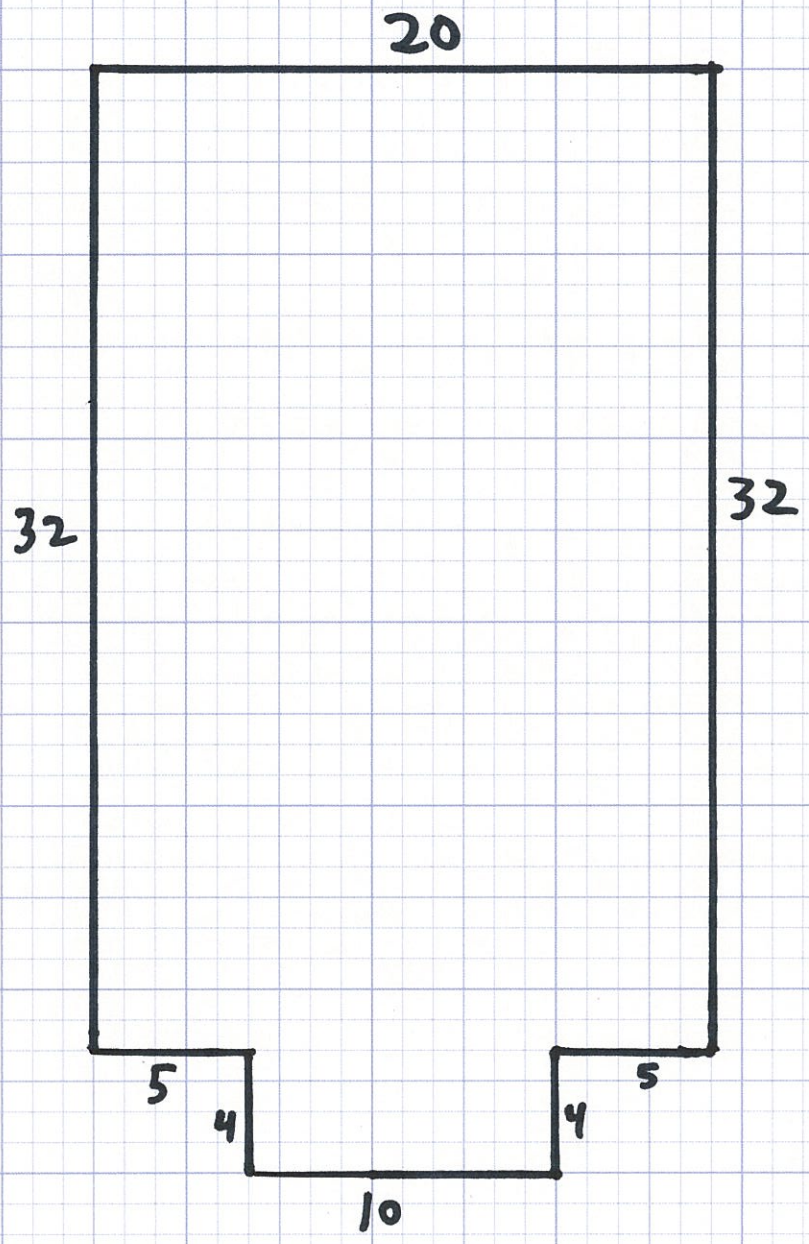


Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

BLANCHARD - BEAVER COVE



Additional Buildings:
Outhouse: 4' X 4'

Beaver Cove

Billing Information

07/02/2009

09:53 AM

Account: 5 Card: 1

Name	Second Owner	Map / Lot
BLANCHARD, HAROLD		001-001-0LL-3

Address	Location	Reference 1
P.O. BOX 272	0	LEASED LOT-3
DEPOT STREET	**Telephone**	**Reference 2**
GREENVILLE, JCT,ME 04442	(207)695-3612	

Book Page

Land Code	1	1 RESIDENTIAL	**Exempt Code 1**	0
Building Code	11	11 SINGLE FAMILY...	**Exempt Code 2**	0
Tran Code	0	None	**Exempt Code 3**	0

Land Use.....	0	**Entrance**	0	Inspection
Building Use....	0	**Information**	0	Information
		Last Inspected	00/00/00	

	Soft Wood	Hard Wood	Mixed	Other	Total
Acres	0	0	0	0.00	0000.00
Value	0	0	0	0	

Land	0	**Building**	10,600	**Exemption**	0

Total Account Values

Assessment		Estimated	
Land	0	**Tax Rate**	06.900
Building	10,600	**Tax Amount**	73.14
Exemption	0		
Taxable	10,600		

Leased Lot #5

	Township	County	Lessee	Description
5	Big Moose	Piscataquis	WAYNE SNELL	Commercial lease encompassing all land owned by lessee east of CPRR at Moosehead Station south of the East Outlet of Moosehead Lake and north of land owned by lessees, Big Squaw Township, T2 R6 BKP EKR, Piscataquis County. Confirmed as lease #11 (approximately 3 acres).

Plum Creek Land Company

No. 11

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Land Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and WAYNE SNELL ("Lessee") whose address is HC 37 BOX 200, GREENVILLE JCT, ME 04442 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Commercial lease encompassing all land owned by lessor east of CPRR at Moosehead Station south of the East Outlet of Moosehead Lake and north of land owned by lesses, Big Squaw Township, T2 R6, BKP EKR, Piscataquis County, containing 4.3 +/- acres.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Land Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

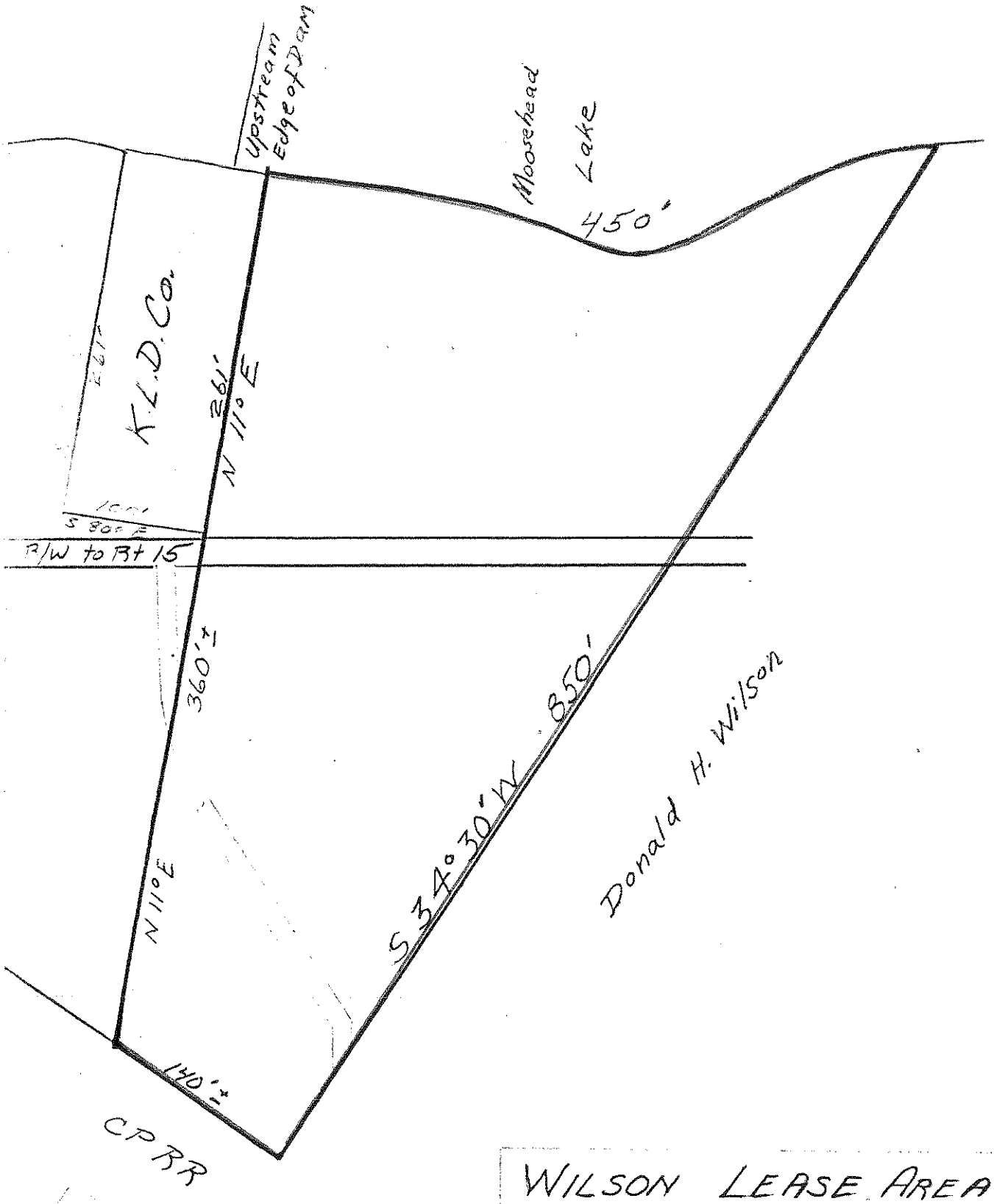
LESSEE: WAYNE SNELL
HC 37 BOX 200
GREENVILLE JCT, ME 04442

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCLCompany

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
WAYNE SNELL



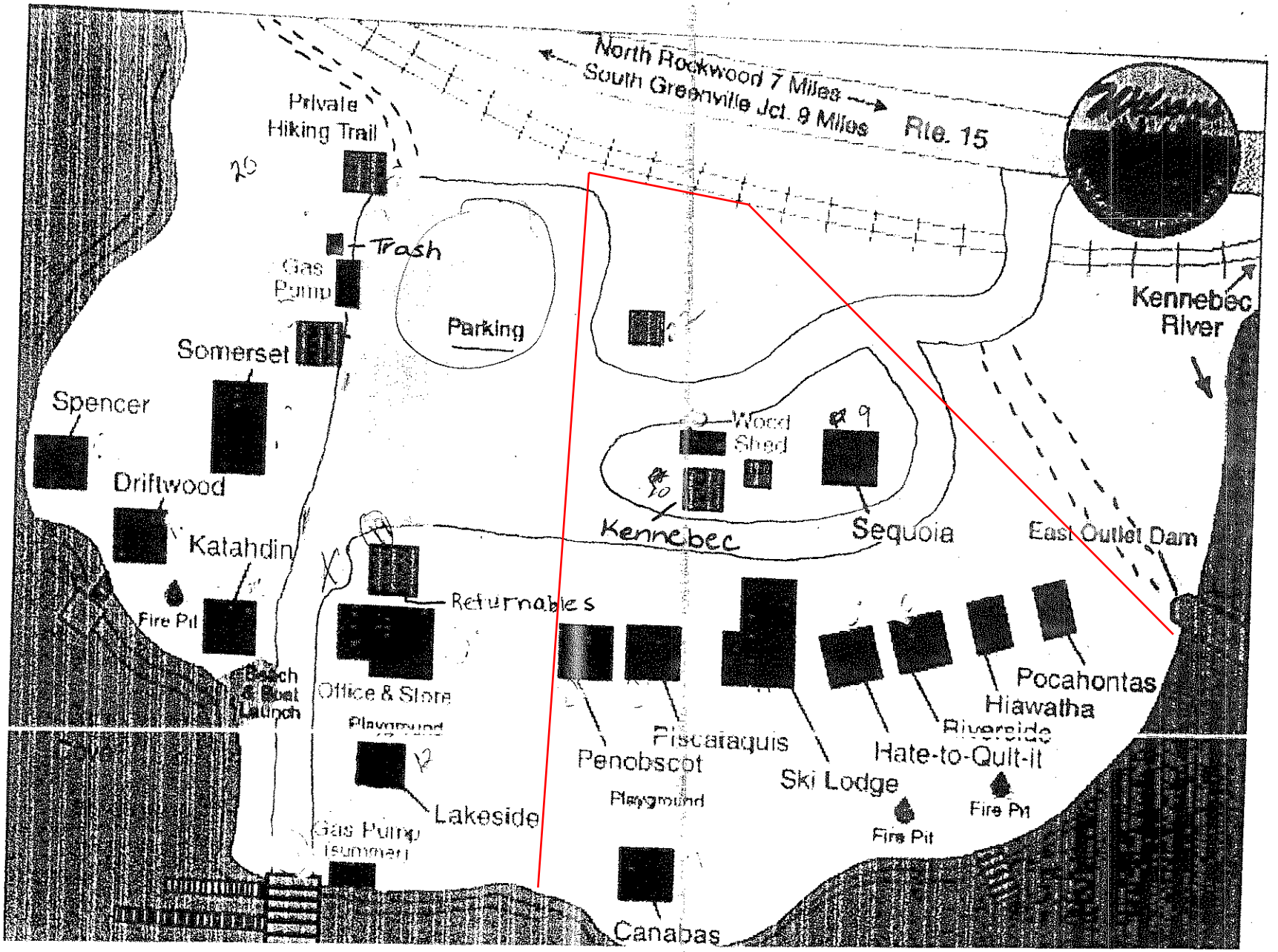
WILSON LEASE AREA NO. 11

BIG SQUAW MTN. TOWNSHIP

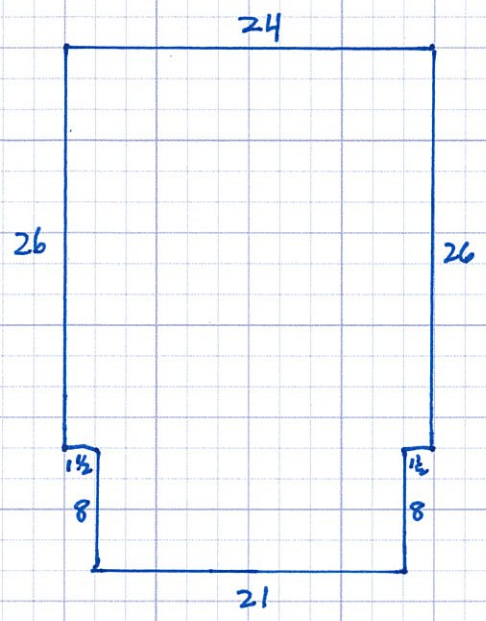
Survey by Prentiss + Carlisle Co. Inc.

Scale 1" = 100' Drawn by A.B. Baird

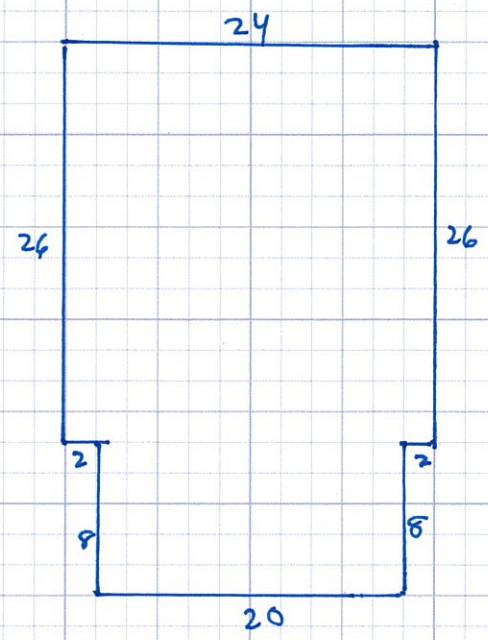
April 23, 1965


North Rockwood 7 Miles
South Greenville Jct. 9 Miles
Rte. 15
Private Hiking Trail
Trash
Gas Pump
Parking
Somerset
Spencer
Driftwood
Katahdin
Fire Pit
Beach & Boat Launch
Office & Store
Playground
Lakeside
Gas Pump (summer)
Returnables
Wood Shed
Kennebec
Sequoia
East Outlet Dam
Kennebec River
Penobscot
Playground
Piscataquis
Ski Lodge
Hate-to-Quit-It
Fire Pit
Riverside
Hiawatha
Pocahontas
Canabas

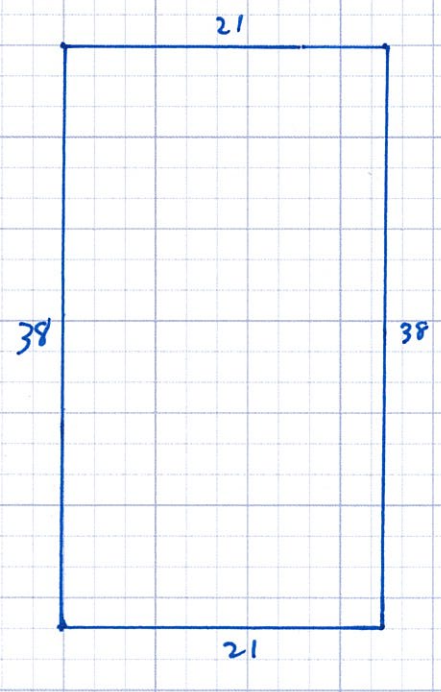
PENOBSCOT



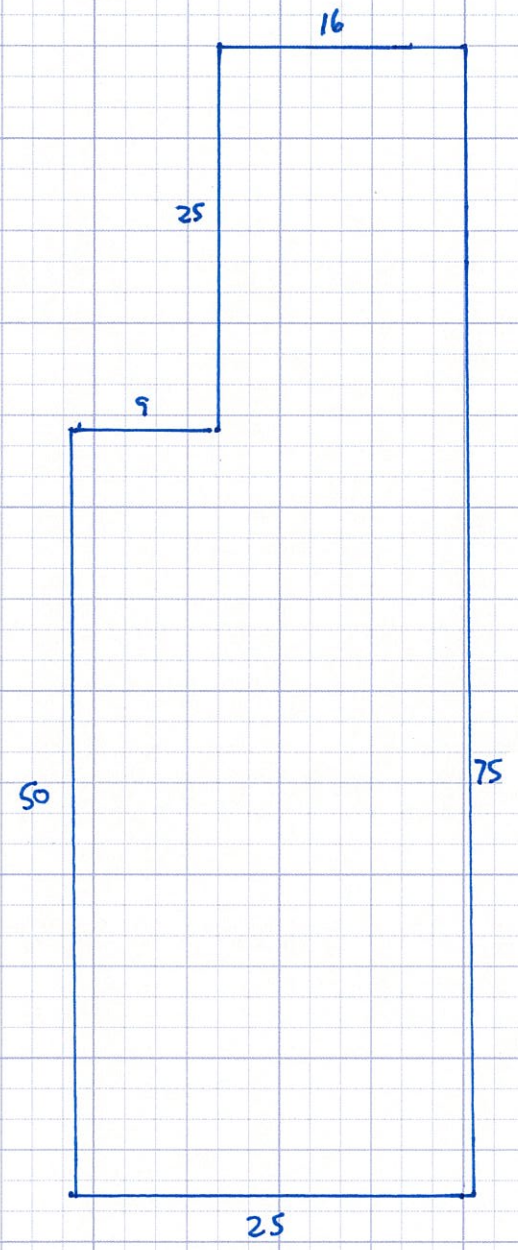
PISCATAQUIS



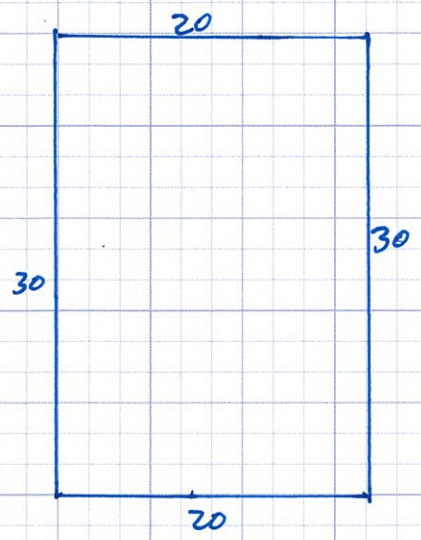
CANABAS



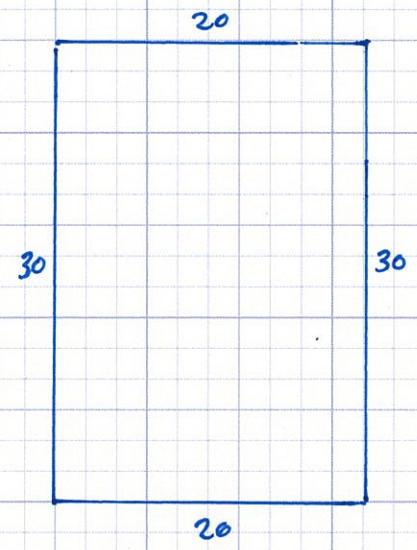
SKI LODGE



HATE TO QUIT IT



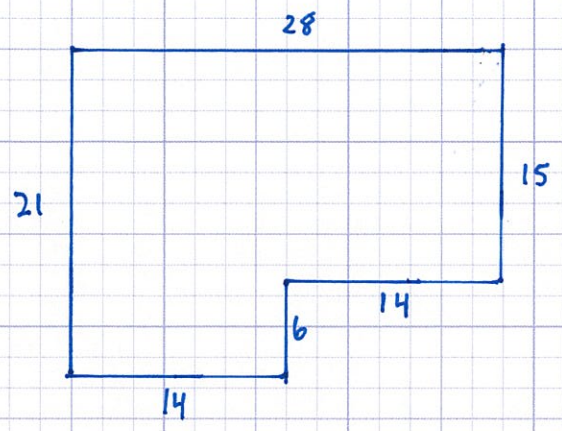
RIVERSIDE



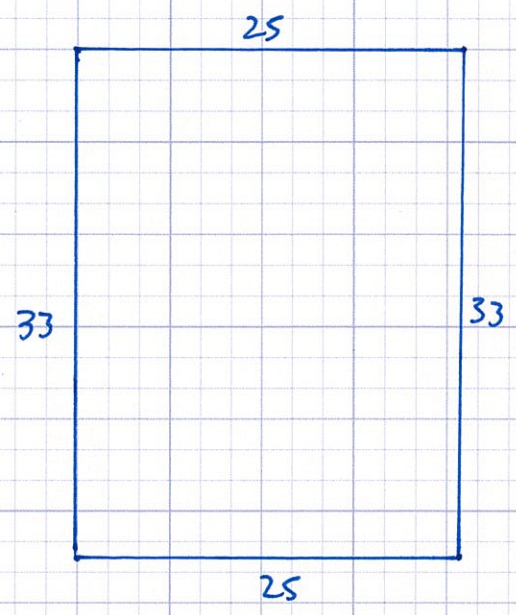
HIAWATHA

POCAHONTAS

KENNEBEC



SEQUOIA



Additional Buildings:

Storage Shed #1: 14' x 20'

Storage Shed #2: 17' x 40'

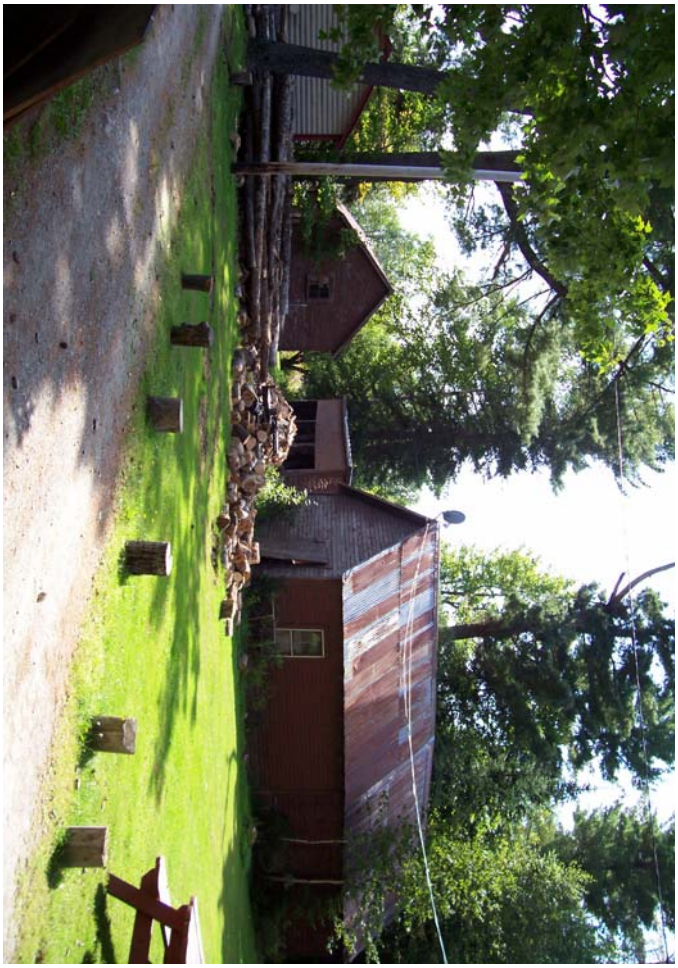
Woodshed: 21' x 31'

RIVERSIDE

SKI LODGE

PISCIHOUS

SERVICE



POCAHONTAS

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE R. & SHIRLEY C.					

MAP NO. PI009
PLAN NO. 01
LOT NO. 11
LEASE NO. COMMERCIAL
LEASE FROM PLUM CREEK
SUDB LOT #
EXEMPT
CARD 1 of 10

Account # 218010007-1

911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name **Moosehead L** Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates
N45 35 03.5 W69 42 47.3

Notes:
wilson's camps west shore Moosehead Lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$13,510
ADDITIONAL CARDS	$126,130
TOTAL VALUE	$139,640

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007-1

Foundation	1	Posts	No Basement Area	(5,959)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	3	Boards Metal		
Interior	2	KNOTTY PINE WALLS, CELOTEX CEILINGS	Loft Area	0
Exterior	2	Novelty	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	(562)
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	18.0	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(6,521)
GRADE	1.80			
COND.	60%			

SNELL, WAYNE R. & SHIRLEY C.

Stories	Grade	Area	Cost Rep.
1st	1.8	624	21310
OP	2	168	3220
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	24530
Adjustment =	(6,521)
Adjusted Cost Rep	18,009
x Current Cost Factor	22,510
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	13510
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**13510**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

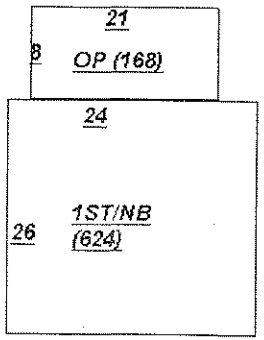
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

Current Cost Factor
1.25

CARD 1 OF 10, "PENOBSCOT" -diagram # 23



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

PROPERTY RECORD CARD - TOWNSHIP

T2 R6 BKP EKR (Big Moose)

COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	2 of 10

Account # 218010007A

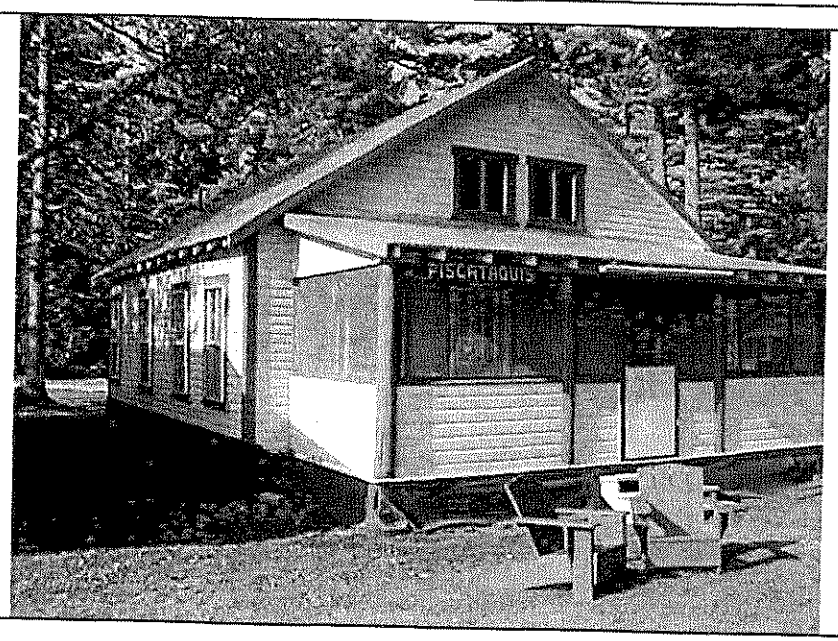
911 Road Name

Date of Review Review by

COMMERCIAL EAST OUTLET

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Moosehead L Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
Wilson's camps west shore Moosehead lake at East Outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$14,840
ADDITIONAL CARDS	
TOTAL VALUE	$14,840

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007A

Foundation	1	Posts	No Basement Area	(5,959)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	3	Boards Metal		
Interior	2	KNOTTY PINE WALLS, CELOTEX CEILINGS	Loft Area	0
Exterior	2	Novelty	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	2	Floor Furnace	No Heat Area	0
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	19.0	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(5,959)
GRADE	1.90			
COND.	60%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

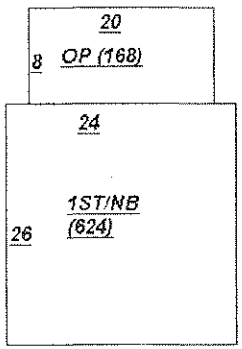
SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
1st	1.9	624	22530
OP	2	168	3220
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	25750
Adjustment =	(5,959)
Adjusted Cost Rep	19,791
x Current Cost Factor	24,740
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	14840
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**14840**

September 2009

2 OF 10 "PICATAQUIS" diagram # 24



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Snell - Big Moose Twp.

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY					

MAP NO. PI009
PLAN NO. 01
LOT NO. 11
LEASE NO. COMMERCIAL
LEASE FROM PLUM CREEK
SUDB LOT #
EXEMPT
CARD 3 of 10

September 2009

Account # 218010007B

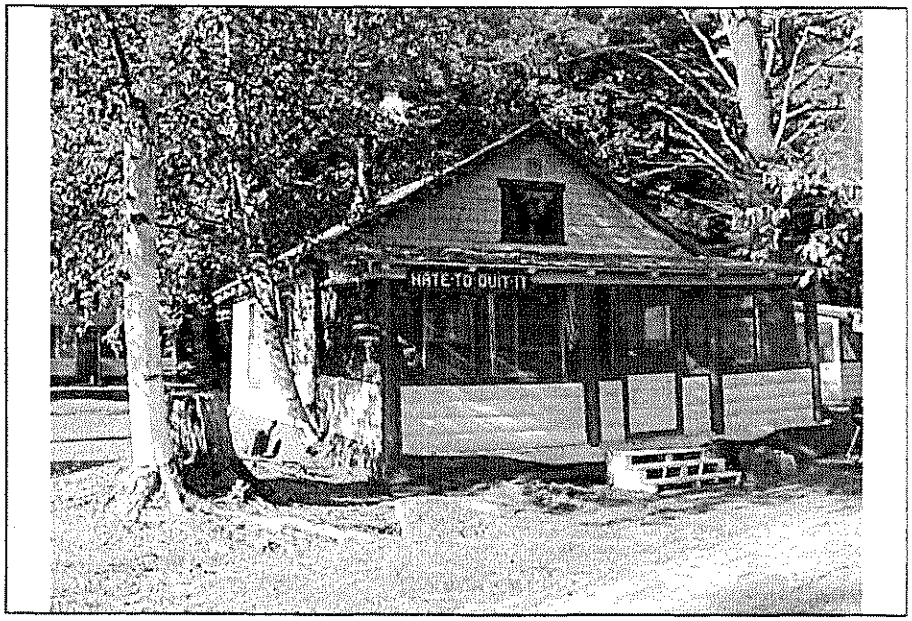
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Moosehead L Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
Wilson's camps west shore Moosehead lake at east Outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$10,910
ADDITIONAL CARDS	
TOTAL VALUE	$10,910

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007B

Foundation	1	Posts	No Basement Area	(4,202)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	2	NAT LOG WALLS, CELOTEX CEILINGS	Loft Area	0
Exterior	2	LOG OS	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	(396)
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	17.0	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(4,598)
GRADE	1.70			
COND.	60%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

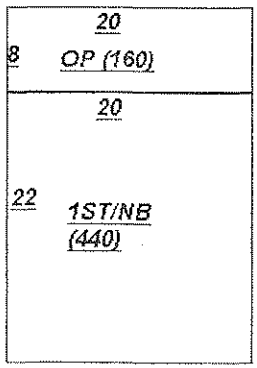
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
1st	1.7	440	16320
OP	2	160	2820
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	19140
Adjustment =	(4,598)
Adjusted Cost Rep	14,542
x Current Cost Factor	18,180
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	10910
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**10910**

CARD 3 OF 10, "HATE TO QUIT IT" diagram #26



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose)

COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	4 of 10

Account # 218010007C

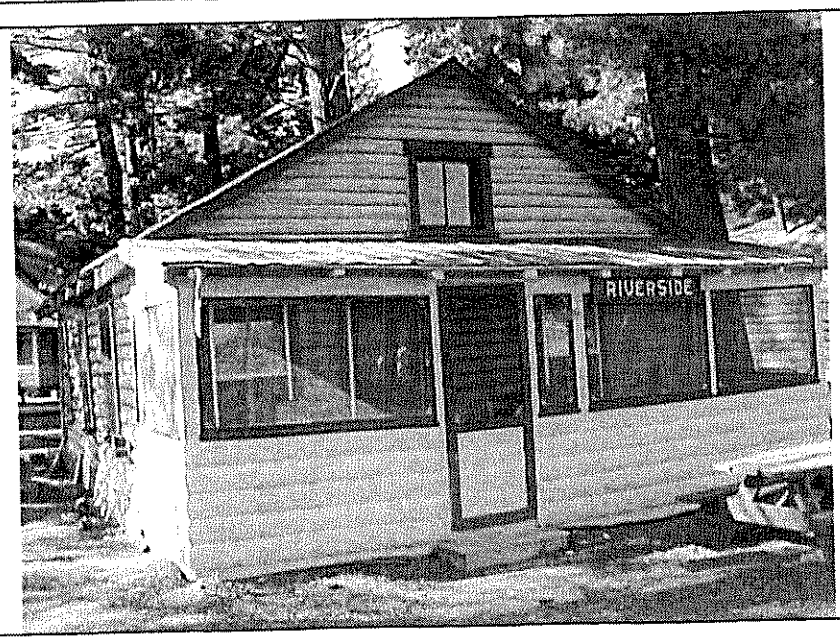
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Total Waterfront Value $0

Lake Name **Moosehead L** Waterfront Acres

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
wilson's camps west shore Moosehead lake at east outlet.

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$10,330
ADDITIONAL CARDS	
TOTAL VALUE	$10,330

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007C

Foundation	1	Posts	No Basement Area	(4,202)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	3	Boards Metal		
Interior	1.5	NAT LOG WALLS, CELOTEX CEILINGS	Loft Area	0
Exterior	2	LOG OS	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	(396)
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	17.5	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(4,598)
GRADE	1.75			
COND.	55%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

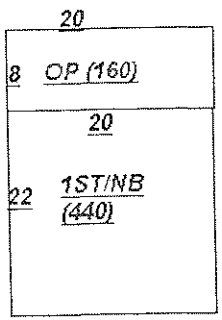
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
1st	1.75	440	16810
OP	2	160	2820
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	19630
Adjustment =	(4,598)
Adjusted Cost Rep	15,032
x Current Cost Factor	18,790
Condition	0.55
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	10330
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**10330**

CARD 4 OF 10, "RIVERSIDE"diagram #27



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	
LEASE FROM	
SUDB LOT #	
EXEMPT	
CARD	5 of 10

Account # 218010007D

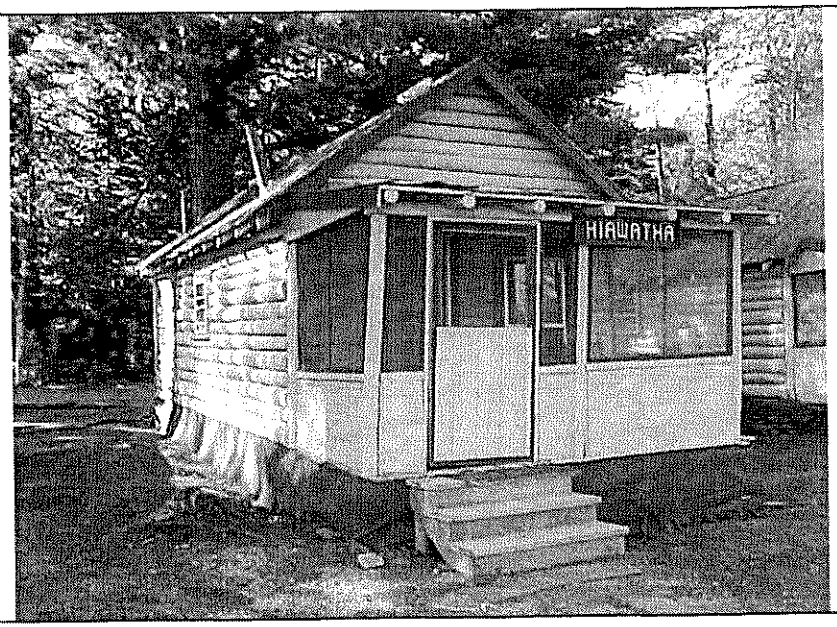
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Moosehead L Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
wilson's camps west shore Moosehead lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$5,500
ADDITIONAL CARDS	
TOTAL VALUE	$5,500

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007D

Foundation	0	No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY James P. Robinson 09/18/06 Total Adds & Deducts	0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

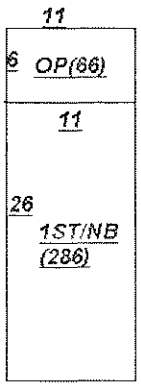
SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	5500
TOTAL VALUE BUILDINGS	**5500**

CARD 5 OF 10, "HIAWATHA" diagram # 28

OUTBLDG SCHEDULE < 300 SQ FT



OUTBUILDING	CAMP				
Floors	Dbl Wood				
Foundation					
Ext. Walls	Log				
Roof	Metal				
Interior	Wd Boards				
Wall-Height					
Electricity	Yes				
Other					
Other Cost					
TOTAL COST	19.1	0	0	0	0
Size	11 X 26				
Area	286				
COST OF REP	5463	0	0	0	0
Unit Additons	3PC, OP				
Unit Cost	2530				
COST FACTOR	9991	0	0	0	0
Phys / Func / Ec %	0.55 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	5500	0	0	0	0

September 2009

Snell - Big Moose Twp.

PROPERTY RECORD CARD - TOWNSHIP

T2 R6 BKP EKR (Big Moose)

COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	6 of 10

Account # 218010007E

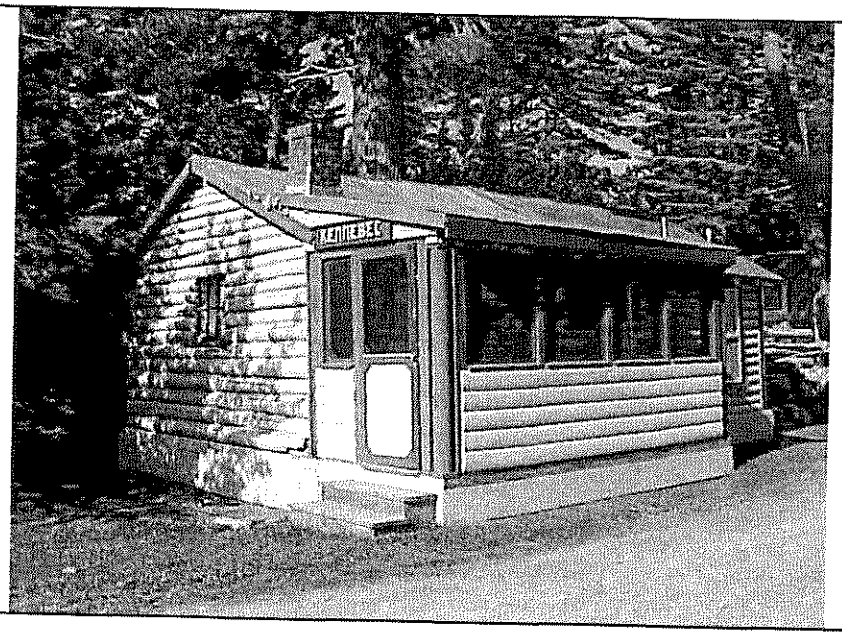
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name **Moosehead L** Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
wilson's camps west shore Moosehead lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$11,210
ADDITIONAL CARDS	
TOTAL VALUE	$11,210

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007E

Foundation	1	Posts	No Basement Area	(4,011)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	3	Boards Metal		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	LOG OS	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	2	Wall Heaters	No Heat Area	0
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	18.5	SURVEY BY MER 10/16/96	Total Adds & Deducts	(4,011)

GRADE	1.85
COND.	60%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

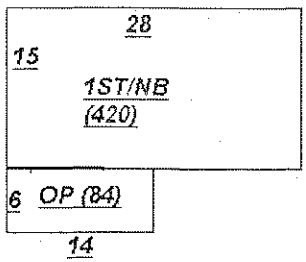
SNELL, WAYNE & SHIRLEY

September 2009

Stories	Grade	Area	Cost Rep.
1st	1.85	420	17330
OP	2	84	1630
	0		0
	0		0
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	18960
Adjustment =	(4,011)
Adjusted Cost Rep	14,949
x Current Cost Factor	18,690
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	11210
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**11210**

CARD 6 OF 10, "KENNEBEC" diagram #30



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	1 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Snell - Big Moose Twp.

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose)

COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY					

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	7 of 10

Account # 218010007F

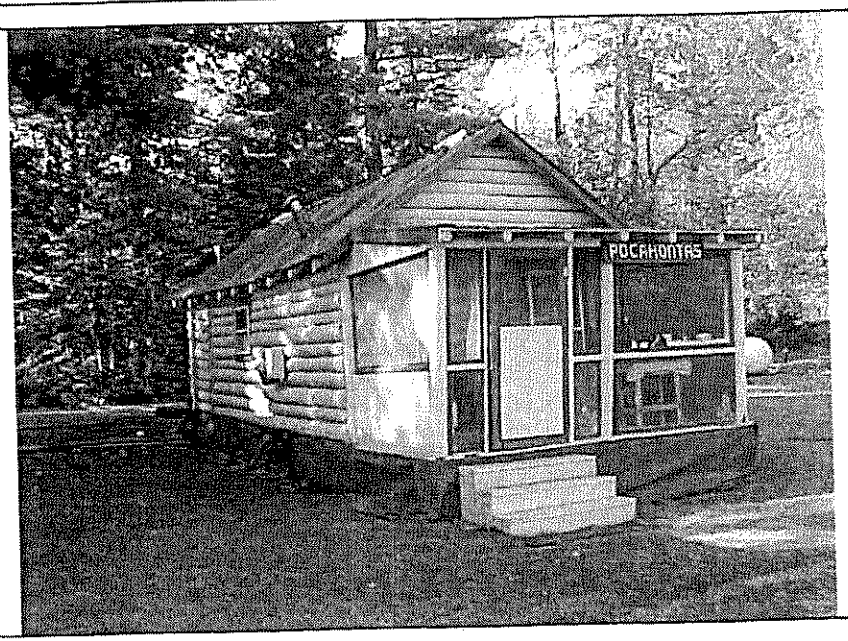
911 Road Name

Date of Review Review by

COMMERCIAL

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

	Base lot	Unit Value	Factor	Base lot Value
Base type test Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet	Depth Factor	Excess Factor	
First 250 fr ft		1	$0
Next 300 fr ft	0	0	$0
550+ fr ft	0	0	$0

Topography

Total Waterfront Value $0

Lake Name **Moosehead L** Waterfront Acres

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
wilson's camps west shore Moosehead lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$
VALUE BUILDINGS	$4,890
ADDITIONAL CARDS	
TOTAL VALUE	$4,890

September 2009

Snell - Big Moose Twp.

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007F

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY James P. Robinson 09/18/06 Total Adds & Deducts	0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor 1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

SNELL, WAYNE & SHIRLEY

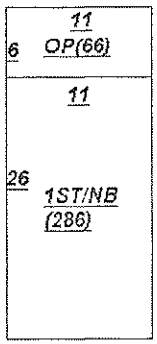
Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	4890
TOTAL VALUE BUILDINGS	4890

September 2009

CAMP 7 OF 10, "POCAHONTIS" diagram # 29

outbldg schedule < 300sq ft



OUTBUILDING	CAMP				
Floors	Dbl Wood				
Foundation					
Ext. Walls	Log				
Roof	Metal				
Interior					
Wall-Height					
Electricity	Yes				
Other					
Other Cost					
TOTAL COST	16	0	0	0	0
Size	11 X 26				
Area	286				
COST OF REP	4576	0	0	0	0
Unit Additons	PLUMB & OP				
Unit Cost	2530				
COST FACTOR	8883	0	0	0	0
Phys / Func / Ec %	0.55 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	4890	0	0	0	0

Snell - Big Moose Twp.

PROPERTY RECORD CARD - TOWNSHIP

T2 R6 BKP EKR (Big Moose)

COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	8 of 10

Account # 218010007G

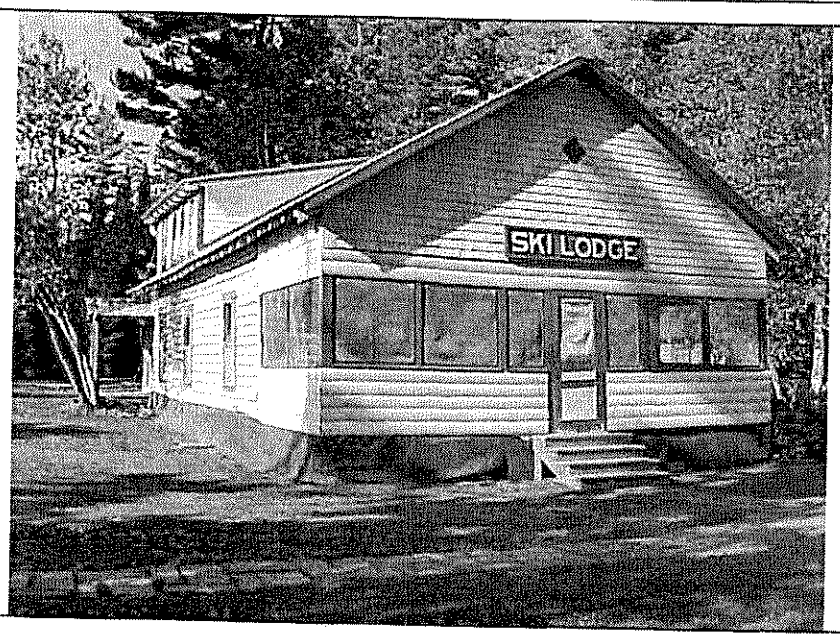
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Moosehead L Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
Wilson's camp on west shore Moosehead Lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$36,840
ADDITIONAL CARDS	
TOTAL VALUE	$36,840

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007G

Foundation	1	Posts	No Basement Area	(9,550)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	3	Boards Metal		
Interior	2	NAT LOG WALLS & PINE PANELING	Loft Area	0
Exterior	2	LOG OS	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	2	Floor Furnace	No Heat Area	0
Plumbing	2	1 (1/2) Baths Inexpensive Fixtures Heater Pump		1,040
Lighting	2	Minimum	Other	
TOTAL	19.0	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(8,510)
GRADE	1.90			
COND.	60%			

SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
1.5st	1.9	1000	40410
EP	2	250	7440
1st Add	2	416	9780
	0		0
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	57630
Adjustment =	(8,510)
Adjusted Cost Rep	49,120
x Current Cost Factor	61,400
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	36840
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**36840**

September 2009

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

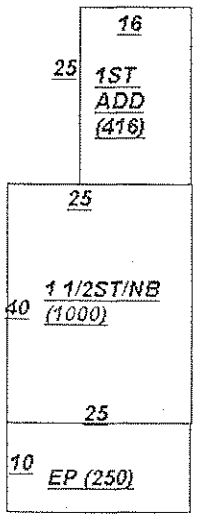
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Current Cost Factor 1.25

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

CARD 8 OF 10, "SKI LODGE" diagram # 25



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Snell - Big Moose Twp.

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	9 of 10

Account # 218010007H

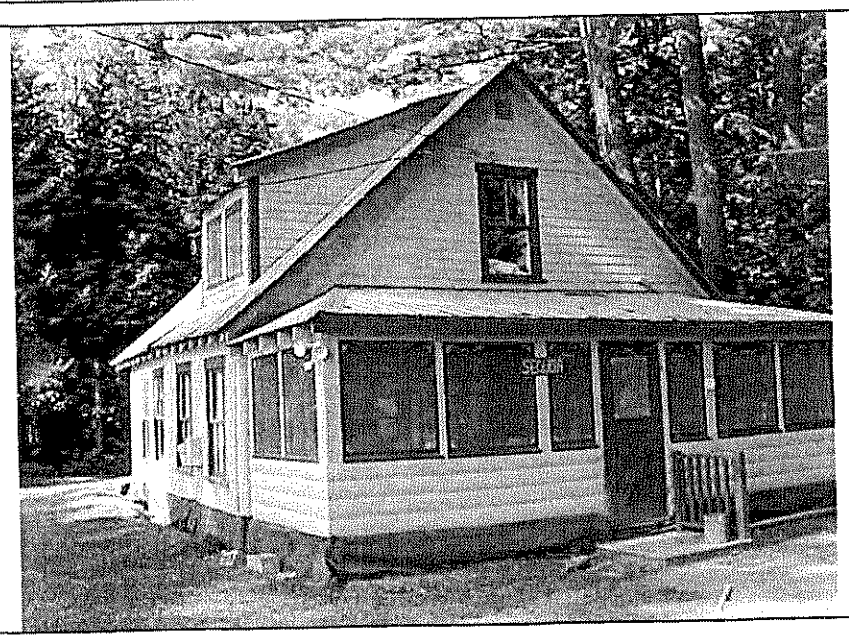
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

	Base lot	Unit Value	Factor	Base lot Value
Base type test Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

		Depth Factor	Excess Factor	
Waterfront Front Feet			1	$0
First 250 fr ft				
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Total Waterfront Value $0

Lake Name **Moosehead L** Waterfront Acres

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
wilson's camps west shore Moosehead Lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$19,650
ADDITIONAL CARDS	
TOTAL VALUE	$19,650

September 2009

Snell - Big Moose Twp.

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007H

Foundation	1	Mud Sills	No Basement Area	(5,969)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	2	NLW, PLASTER CEILING	Loft Area	0
Exterior	2	VERTICAL LOG OS	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	2	Floor Furnace	No Heat Area	0
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Minimum	Other	
TOTAL	18.0	SURVEY BY James P. Robinson 09/18/06	Total Adds & Deducts	(5,969)
GRADE	1.80			
COND.	65%			

SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
1.5st	1.8	625	26540
OP	2	192	3610
	0		0
	0		0
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	30150
Adjustment =	(5,969)
Adjusted Cost Rep	24,181
x Current Cost Factor	30,230
Condition	0.65
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	19650
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**19650**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

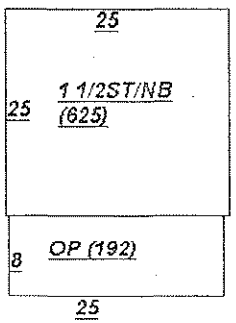
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

Current Cost Factor
1.25

CARD 9 OF 9,"SEQUOIA" diagram # 10



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SNELL, WAYNE & SHIRLEY			/		/

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	COMMERCIAL
LEASE FROM	PLUM CREEK
SUDB LOT #	
EXEMPT	
CARD	10 of 10

Account # 218010007i

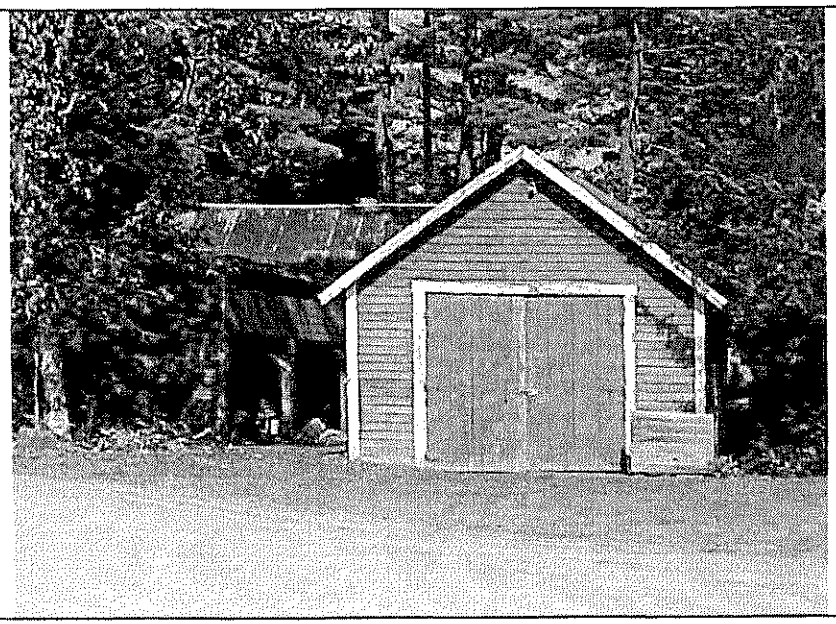
911 Road Name

Date of Review Review by

COMMERCIAL LEASE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

	Base type test	Base lot	Unit Value	Factor	Base lot Value
			$0	0	$0
Acreage			$350		$0
Wet Land / Barren			$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Total Waterfront Value

Lake Name **Moosehead L** Waterfront Acres $0

Other	Acres	$/ac	Topography	
LEASE				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
Wilson's camps west shore Moosehead Lake at east outlet

Date Printed 9/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$260
ADDITIONAL CARDS	
TOTAL VALUE	$260

September 2009

Snell - Big Moose Twp.

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218010007i

Foundation	0	No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY James P. Robinson 09/18/06 Total Adds & Deducts	0
GRADE	0.00		
COND.			

SNELL, WAYNE & SHIRLEY

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	260
TOTAL VALUE BUILDINGS	**260**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

Current Cost Factor
1.25

OUTBUILDING CARD

OUTBUILDING	#11 SHOP	#13 SHED			
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	8.3	8.3	0	0	0
Size	14 X 20				
Area					
COST OF REP	0	0	0	0	0
Unit Additons	V-I-U	V-I-U			
Unit Cost	100	100			
COST FACTOR	125	125	0	0	0
Phys / Func / Ec %	1 / 1 / 1	1 / 1 / 1	/ /	/ /	/ /
RCNLD	130	130	0	0	0

Leased Lot #6

	Township	County	Lessee	Description
6	Big Moose	Piscataquis	MAINE FOREST SERVICE	Lease site located in Big Moose Township, T2 R6 BKP EKR, described as the Squaw Brook campground site. Confirmed as lease #1145, description is correct (approximately 2.5 acres).

Plum Creek Maine Timberlands

No. 1145

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and MAINE FOREST SERVICE ("Lessee") whose address is , STATE HOUSE STATION 22, AUGUSTA, ME 04333 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lease site located in Big Moose Township, T2 R6, BKP EKR, described as the Squaw Brook campground site.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: MAINE FOREST SERVICE
STATE HOUSE STATION 22
AUGUSTA, ME 04333

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

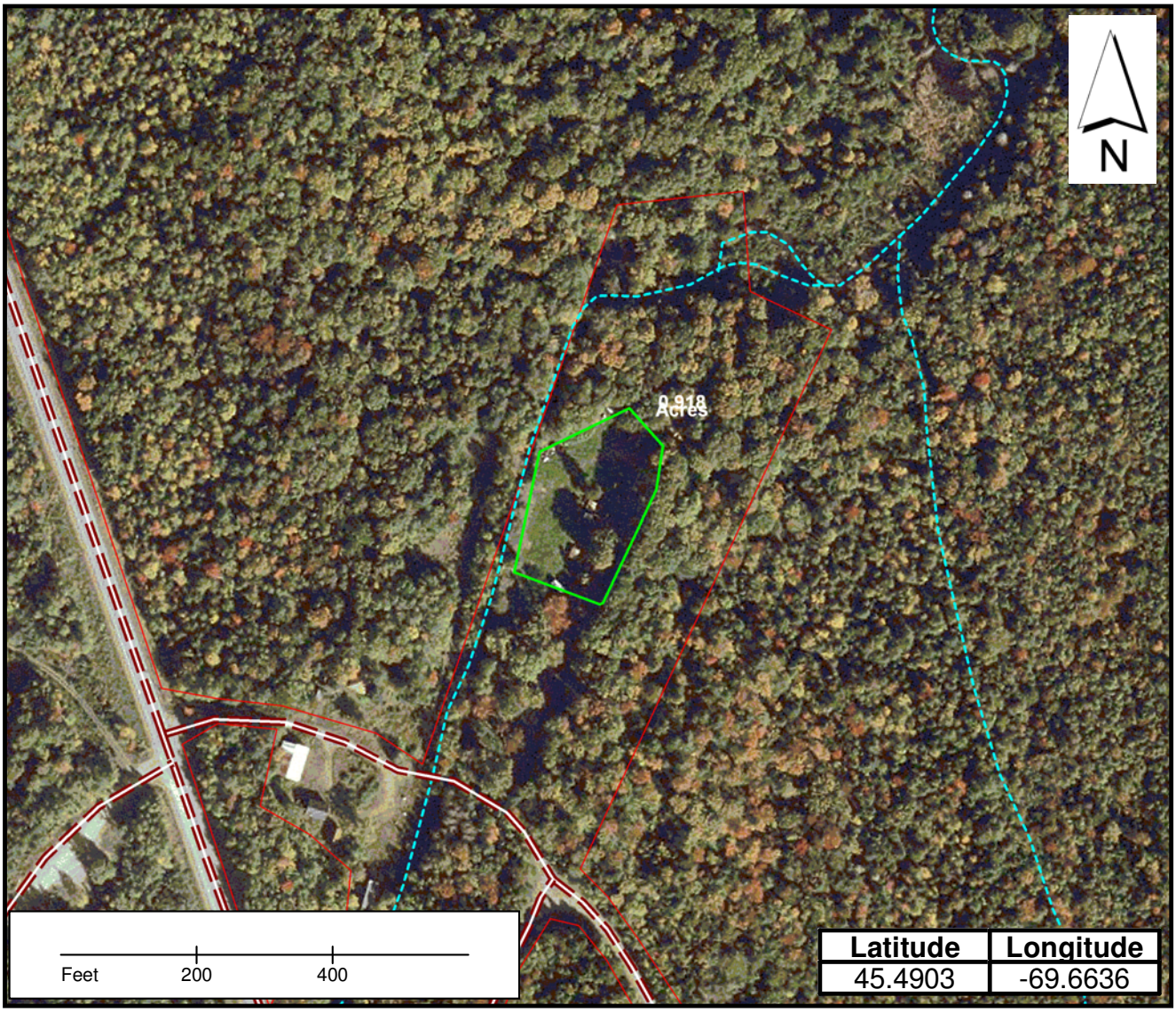
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
MAINE FOREST SERVICE

_____

Big Moose



Latitude	Longitude
45.4903	-69.6636

Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

Maine Forest Service Lease – Big Moose Twp.

Building inventory:

6 picnic shelters: 10’ X 12’

2 outhouses: 6’ X ‘6

PROPERTY RECORD CARD - TOWNSHIP T2 R6 BKP EKR (Big Moose) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
Maine Forest Service				4/1/2003	
				Per lease list	

MAP NO.	PI009
PLAN NO.	01
LOT NO.	11
LEASE NO.	1145
LEASE FROM	Plum Creek
SUDB LOT #	
EXEMPT	STATE
CARD	1 of 1

Account # 218012006

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name SQUAW BROOK Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates
N45 29 21.4 W69 39 49.8

Notes:
Squaw Brook campground site. New account for 2003

Date Printed 3/28/2007

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$0
ADDITIONAL CARDS	
TOTAL VALUE	$0

September 2009

Maine Forest Service - Big Moose

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218012006

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY James P. Robinson 09/26/05 Total Adds & Deducts	0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Maine Forest Service

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	0

SQAW BROOK
CAMPGROUND

OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Leased Lot #7

	Township	County	Lessee	Description
7	Bowdoin College West	Piscataquis	JACK HOFBAUER	Commercial lease; a campground site for sporting camp in Bowdoin College Grant, Piscataquis County, Maine (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 1140

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and JACK HOFBAUER ("Lessee") whose address is PO BOX 338, JACK'S AIR SERVICE, GREENVILLE, ME 04441 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Commercial lease; a campground site for sporting camp in Bowdoin College Grant, Piscataquis County, Maine.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

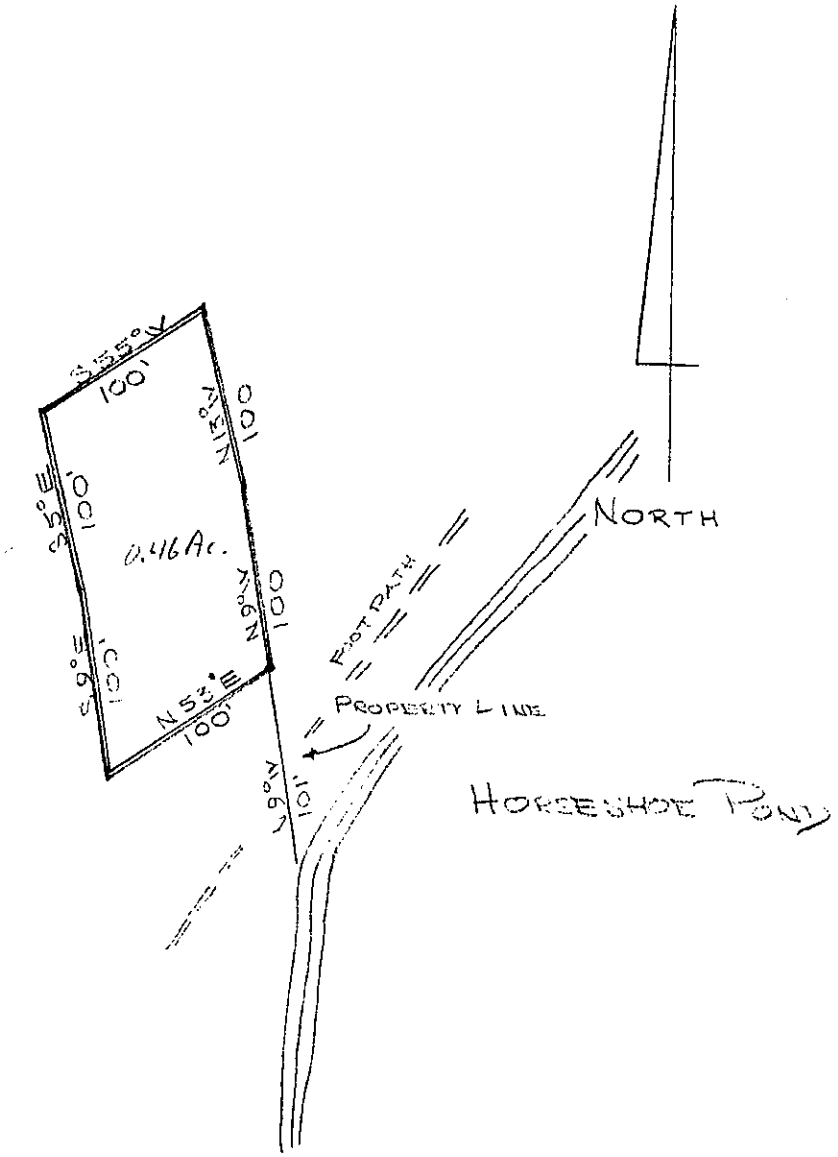
LESSEE: JACK HOFBAUER
JACK'S AIR SERVICE
PO BOX 338
GREENVILLE, ME 04441

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
JACK HOFBAUER
Jacks Air Service



BOWDOIN COLLEGE GRANT

HORSESHOE POND

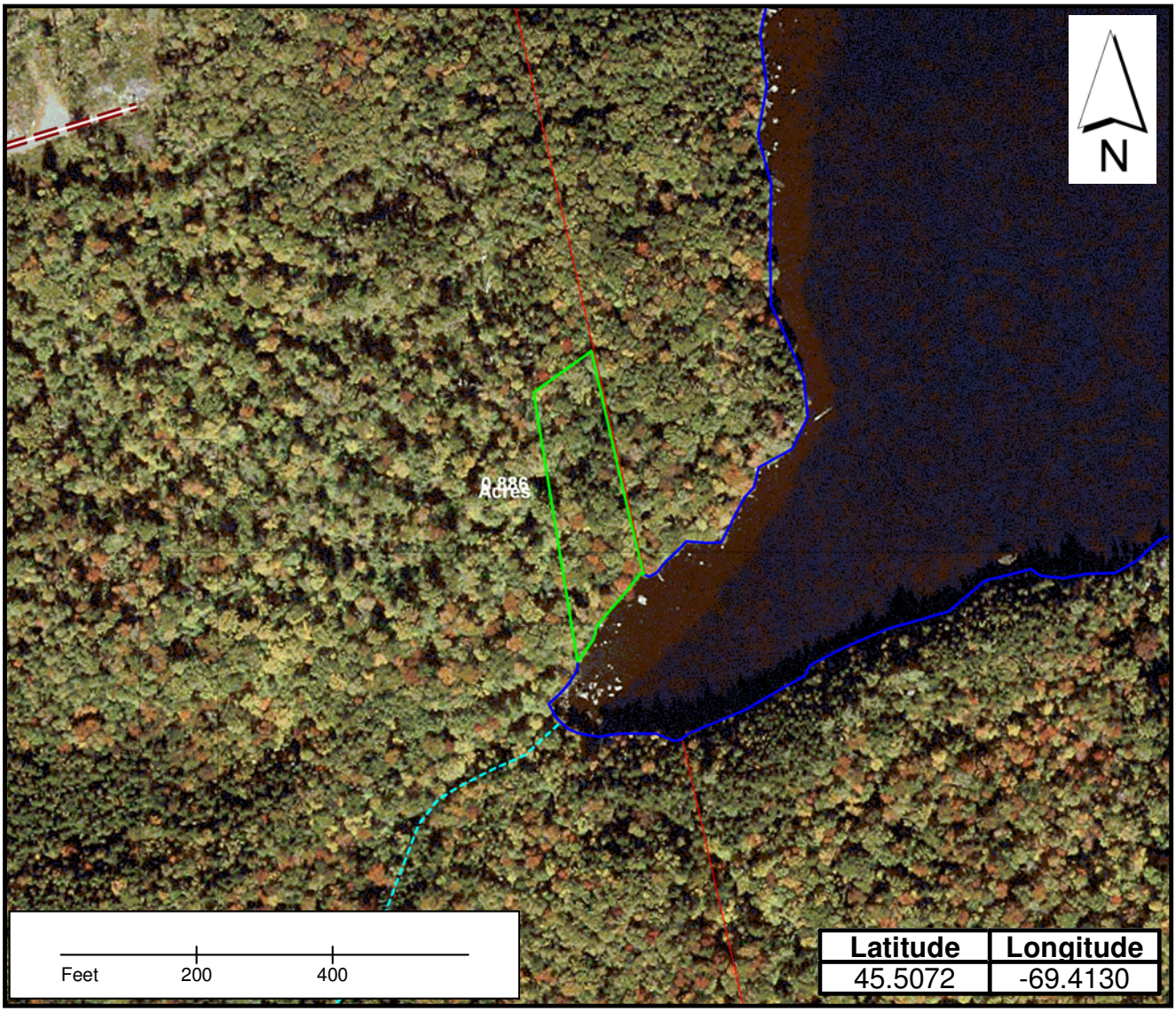
SURVEY BY: JIM FITZ-PATRICK 10-4-71

DRAWN BY: E. ROBINSON 11-15-71

SCALE: 1 INCH = 100 FEET

T... ...d to Skylark Inc. 6/3/76

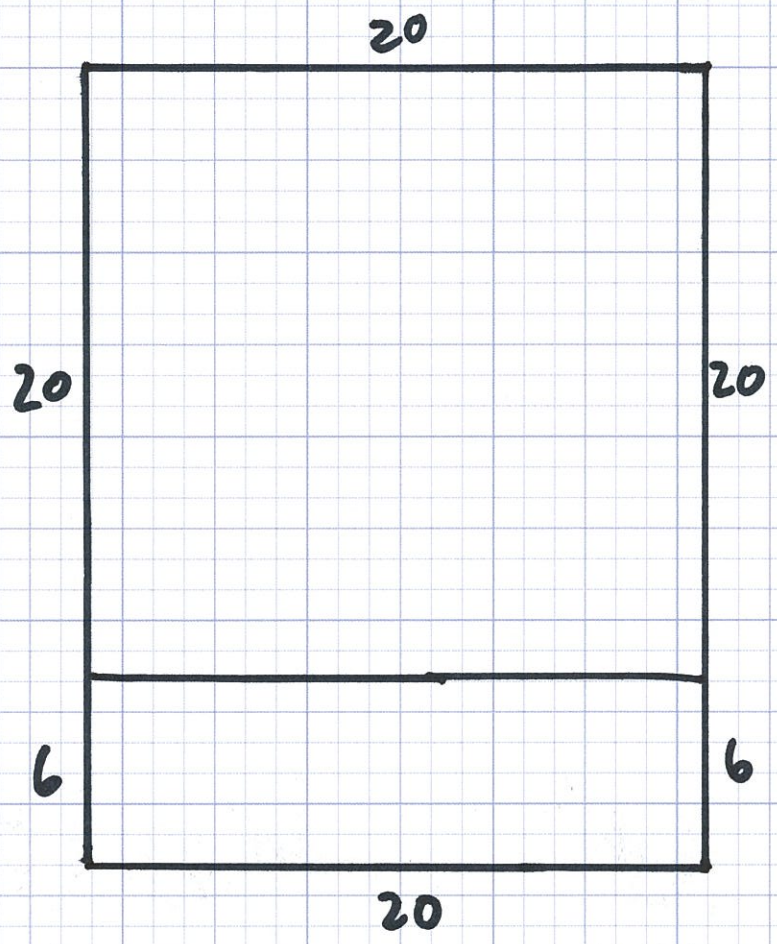
Bowdoin College
West



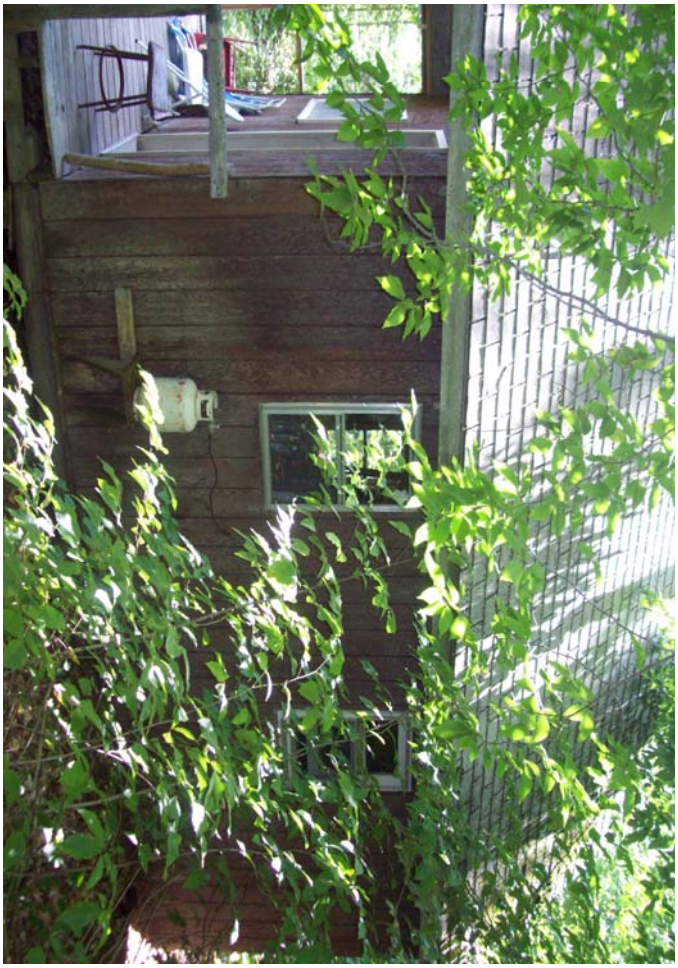
Lease Lot locations
Streams
Water
Roads

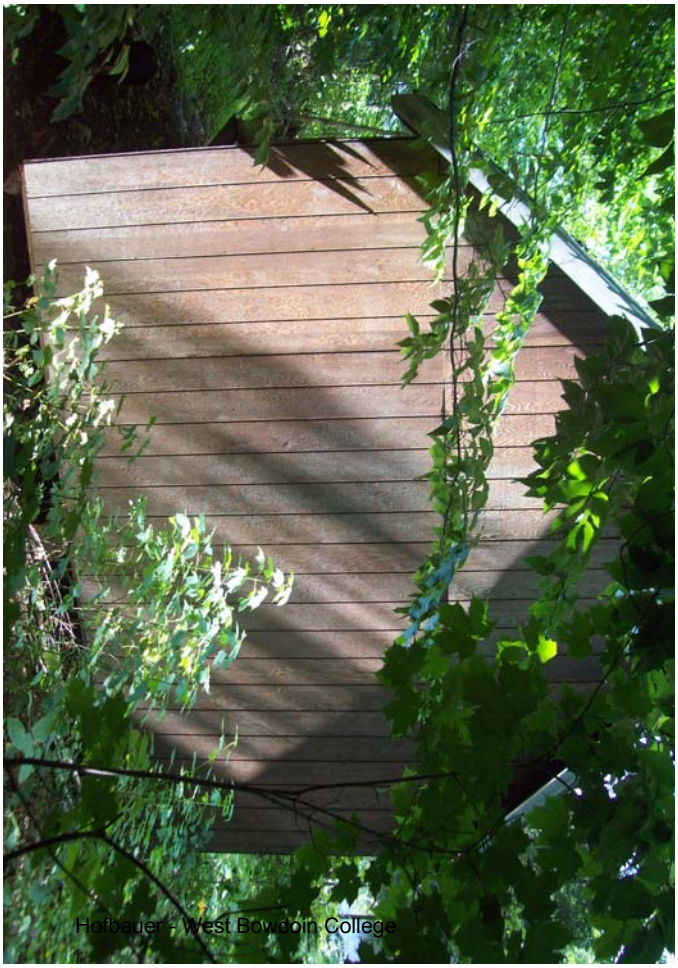
Lease location coordinates are from the crnter of the lot.

PlumCreek



Additional Buildings:
Outhouse: 3' X 3'





PROPERTY RECORD CARD - TOWNSHIP T8 R10 NWP (Bowdoin College West) COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
Hofbauer John F					

MAP NO.	PI006
PLAN NO.	01
LOT NO.	1 LocID
LEASE NO.	1110
LEASE FROM	Plum Creek
SUDB LOT #	
EXEMPT	
CARD	of

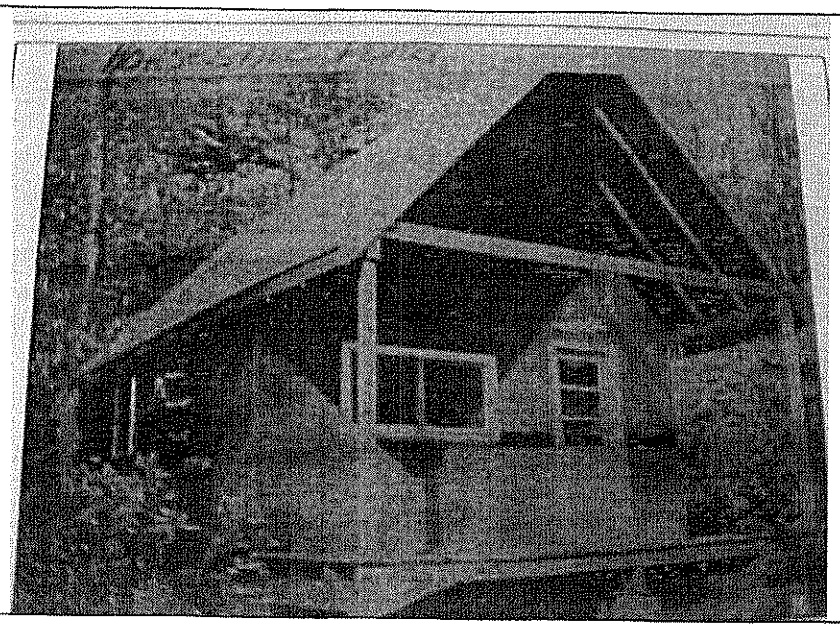
Account # 218030006

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:

Date Printed 3/7/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$7,280
ADDITIONAL CARDS	
TOTAL VALUE	$7,280

Hofbauer - West Bowdoin College September 2009

CONSTRUCTION DETAILS

ADDS / DEDUCTS 218030006

Foundation	1	Posts	No Basement Area	(3,056)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1	Unfinished	Loft Area 160	384
Exterior	3	T-111 (5/8)	Finished Loft Area	0
Floors	2	Plywood No Cover		
Heating	1	None	No Heat Area	(288)
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	15.0	SURVEY BY	Total Adds & Deducts	(5,090)

GRADE	1.50
COND.	70%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	0.05
No Elec	0.05
Services	
Topo	
TOTAL	0.1
FACTOR	0.9

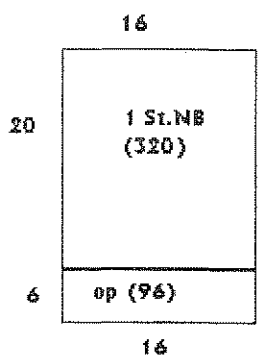
Hofbauer John F

Stories	Grade	Area	Cost Rep.
1st	1.5	320	12300
OP	2	96	2030
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	14330
Adjustment =	(5,090)
Adjusted Cost Rep	9,240
x Current Cost Factor	11,550
Condition	0.7
Functional Factor	1
Economic Factor	0.9
Cost Rep Less Dep	7280
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**7280**

September 2009

Horseshoe Pond



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Hofbauer - West Bowdoin College

Leased Lot #8

	Township	County	Lessee	Description
8	Chase Stream	Somerset	KENNETH & PATRICIA CHUBBUCK	Camp on southerly shore of Ellis Pond, Chase Stream township, T1 R6 BKP WKR, Somerset County, Maine (approximately 0.7 acres).

Plum Creek Maine Timberlands

No. 99

LEASE AGREEMENT dated as of the 8th of June, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and KENNETH J AND PATRICIA CHUBBUCK ("Lessee") whose address is 142 LEGION PARK ROAD, WINDSOR, MAINE 04363 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite on southerly shore of Ellis Pond, Chase Stream township, T1 R6, BKP WKR, Somerset County, Maine

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of June 8, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***paid***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: KENNETH J. & PATRICIA CHUBBUCK
142 LEGION PARK ROAD
WINDSOR, MAINE 04363

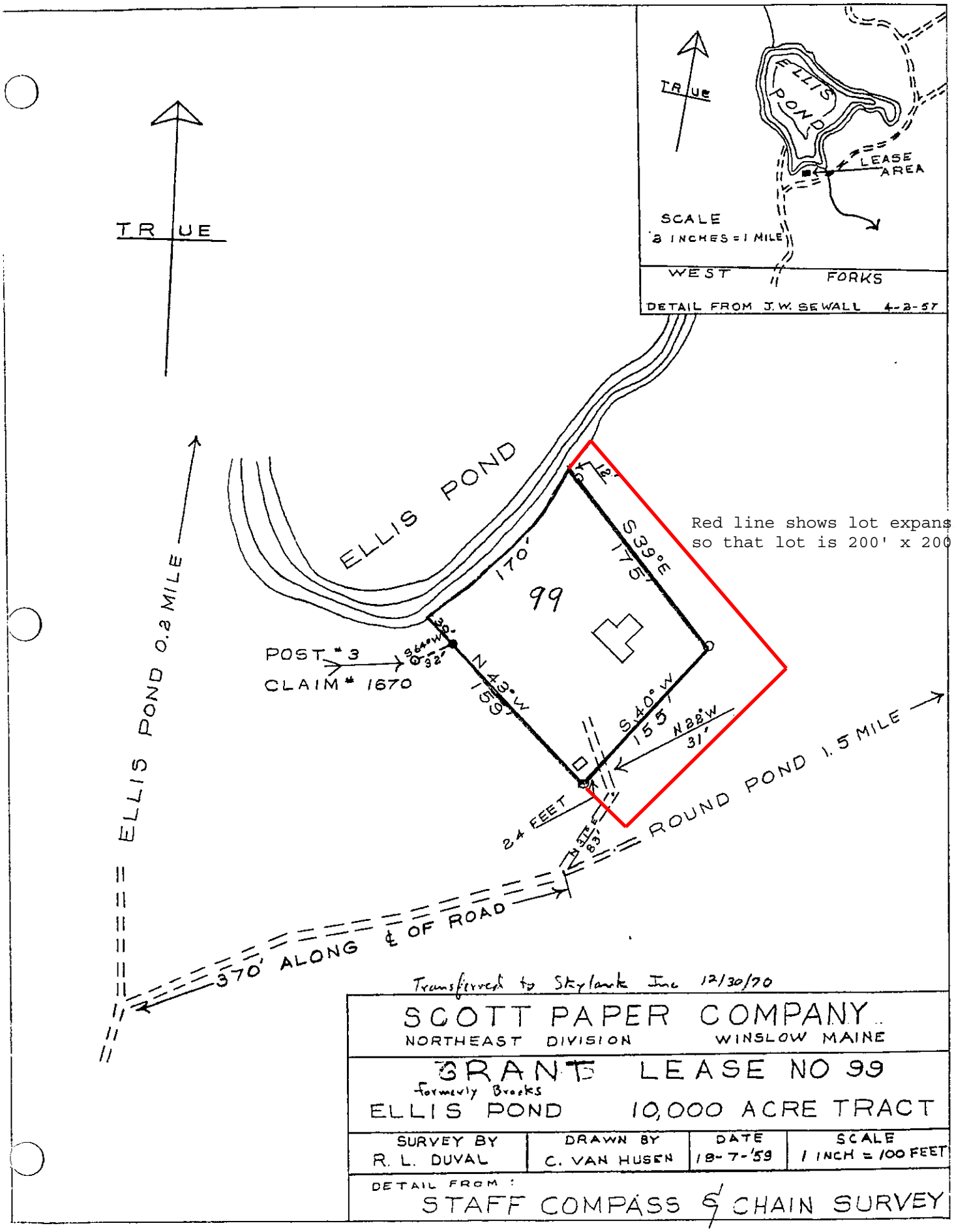
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

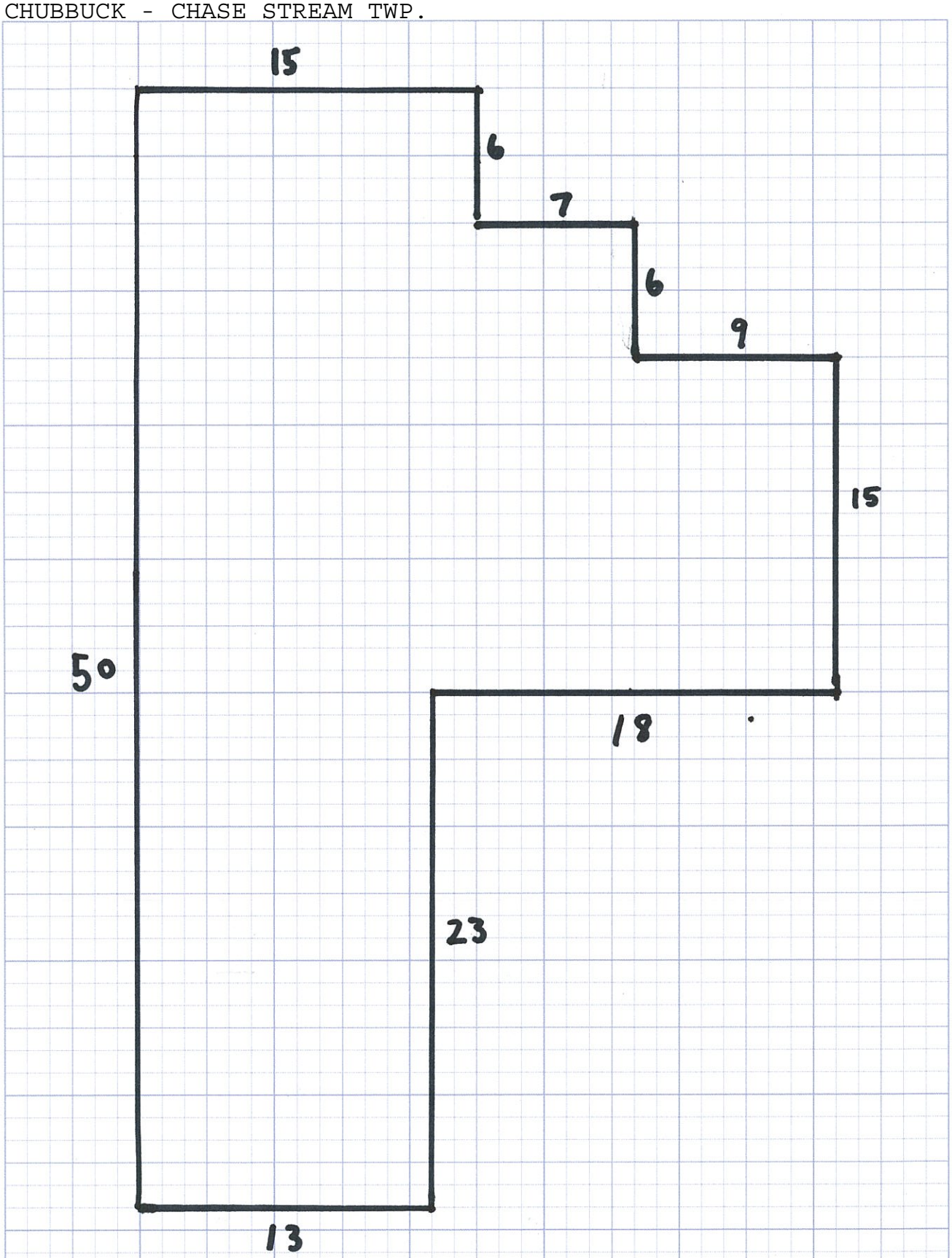
BY: Timothy E Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Kenneth J Chubbuck
KENNETH J. CHUBBUCK

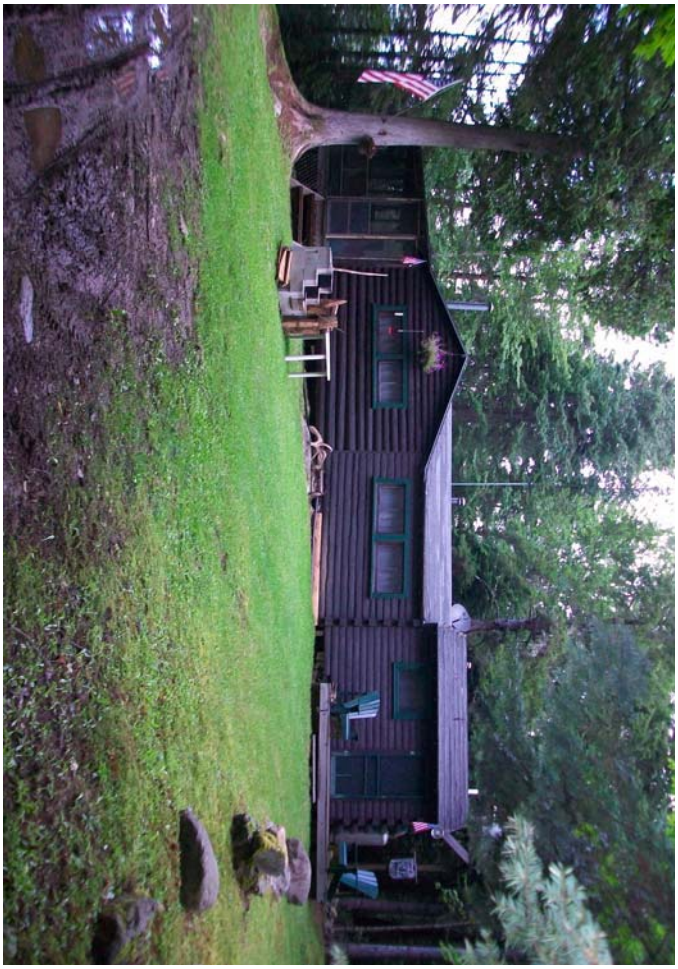
Patricia Chubbuck
PATRICIA CHUBBUCK


TRUE
ELLIS POND
LEASE AREA
SCALE
2 INCHES = 1 MILE
WEST FORKS
DETAIL FROM J.W. SEWALL 4-2-57
ELLIS POND
ELLIS POND 0.2 MILE
99
170'
175'
S 39° E
N 43° W
159'
S 40° W
155'
N 28° W
31'
POST # 3
CLAIM # 1670
24 FEET
ROUND POND 1.5 MILE
370' ALONG ℄ OF ROAD
Red line shows lot expansion
so that lot is 200' x 200'
Transferred to Skylark Inc 12/30/70
SCOTT PAPER COMPANY
NORTHEAST DIVISION WINSLOW MAINE
GRANT LEASE NO 99
formerly Brooks
ELLIS POND 10,000 ACRE TRACT
SURVEY BY R. L. DUVAL
DRAWN BY C. VAN HUSEN
DATE 18-7-'59
SCALE 1 INCH = 100 FEET
DETAIL FROM :
STAFF COMPASS & CHAIN SURVEY

CHUBBUCK - CHASE STREAM TWP.



ADDITIONAL BUILDINGS:
Shed: 10' X 10'
Outhouse: 3' X 3'



Appellate Court
Lock Up Office

PROPERTY RECORD CARD - TOWNSHIP

T1 R6 BKP WKR

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
KLISIEWICZ J EDWARD				1/1/1994	

MAP NO.	SO013
PLAN NO.	02
LOT NO.	5
LEASE NO.	loc -h
LEASE FROM	PLUM CREEK 9
SUDB LOT #	
EXEMPT	
CARD	of

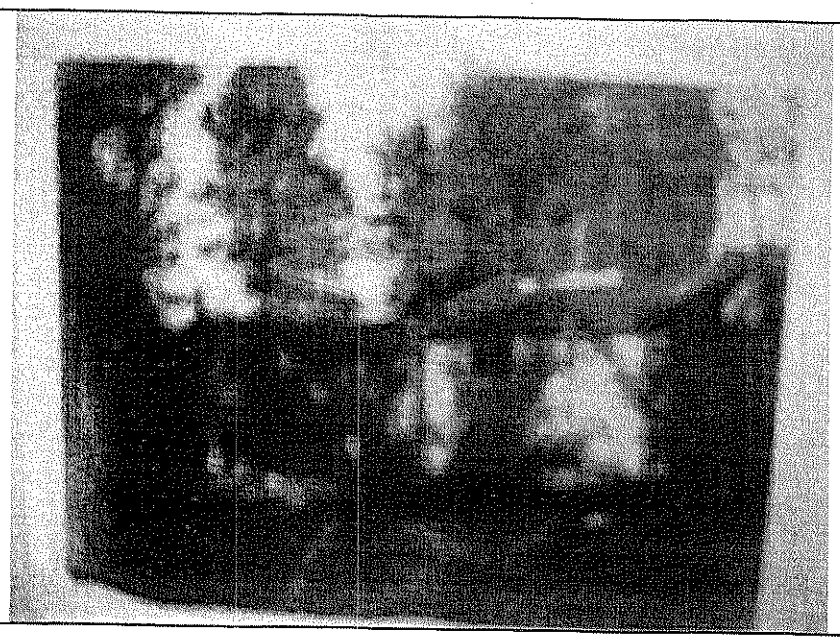
Account # 258160022

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
road before bridge to left, up hill to camp rd on the right

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$21,690
ADDITIONAL CARDS	
TOTAL VALUE	$21,690

September 2009

Chubbuck - Chase Stream Twp.

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160022

Foundation	1	Posts	No Basement Area	(4,441)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	1.7	Boards Roll		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	logs	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	2	Wall Heaters	No Heat Area	0
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	1	None	Other	
TOTAL	16.2	SURVEY BY Anthony Neves 10/17/95	Total Adds & Deducts	(4,441)
GRADE	1.62			
COND.	75%			

KLISIEWICZ J EDWARD

Stories	Grade	Area	Cost Rep.
1st	1.62	465	15930
1st Add	2	143	3820
1st Add	2	156	3820
OP	2	222	4010
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	27580
Adjustment =	(4,441)
Adjusted Cost Rep	23,139
x Current Cost Factor	28,920
Condition	0.75
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	21690
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**21690**

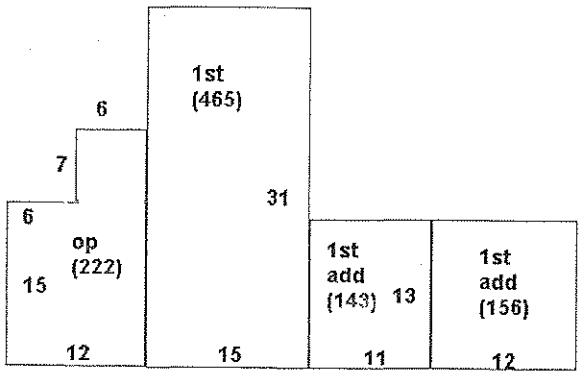
FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

Current Cost Factor
1.25



OUTBUILDING	shed				
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	8.3	0	0	0	0
Size	10x10				
Area					
COST OF REP	0	0	0	0	0
Unit Additons	nv				
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

September 2009

Chubbuck - Chase Stream Twp.

Leased Lot #9

	Township	County	Lessee	Description
9	Chase Stream	Somerset	J ALFRED LETOURNEAU	Lease lot situated in Chase Stream Township, T1 R6, BKP WKR, its 10,000 acre tract, and lying 200 feet +/- easterly of Tobey Pond (approximately 0.25 acres).

Plum Creek Maine Timberlands

No. 119

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and J ALFRED LETOURNEAU ("Lessee") whose address is 59 MEADOWVIEW LANE, WINSLOW, ME 04901 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lease lot situated in Chase Stream Township, T1 R6, BKP WKR, its 10,000 acre tract, and lying 200 feet +/- easterly of Tobey Pond. Shown outlined in red on the attached map.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: J ALFRED LETOURNEAU
59 MEADOWVIEW LANE
WINSLOW, ME 04901

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

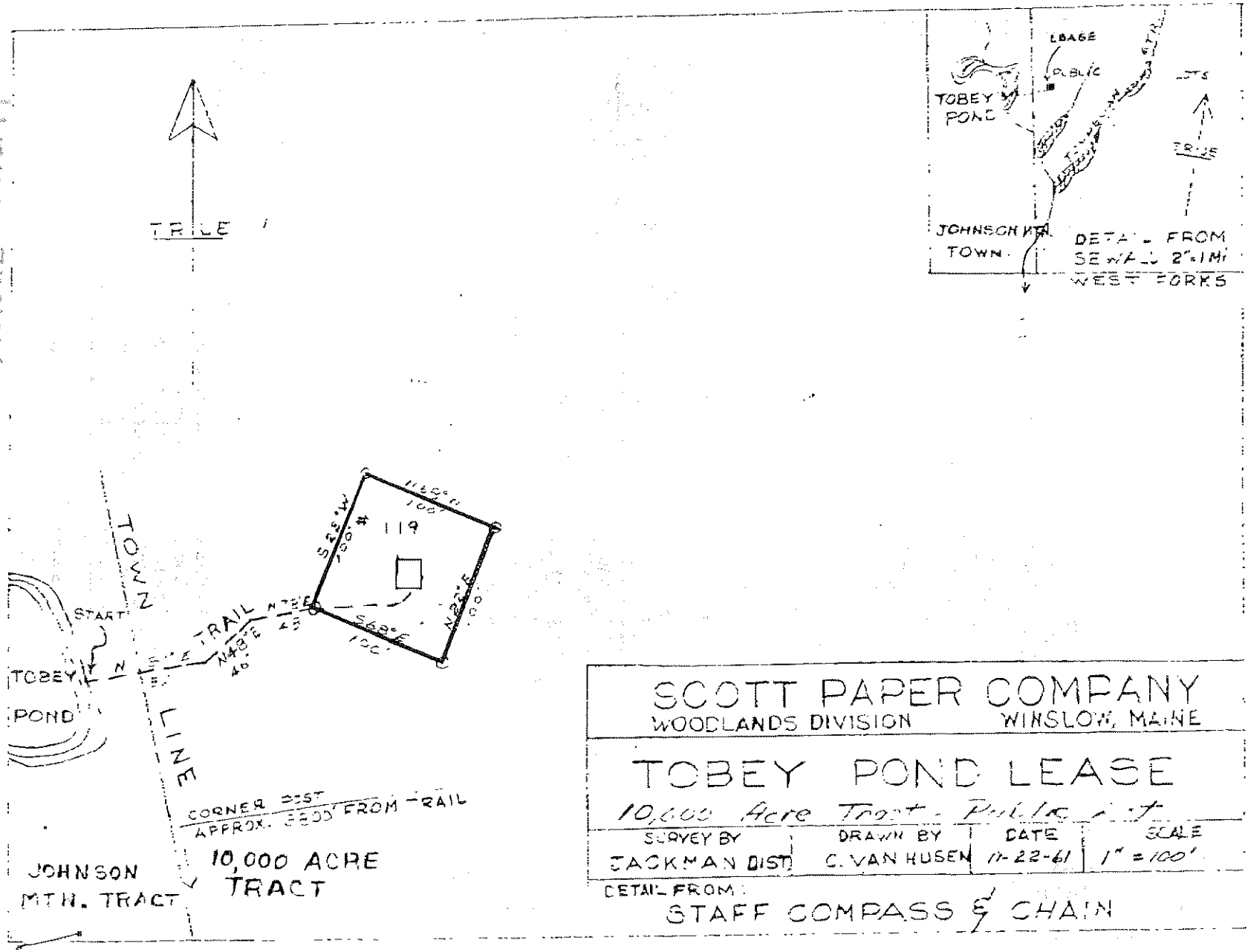
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

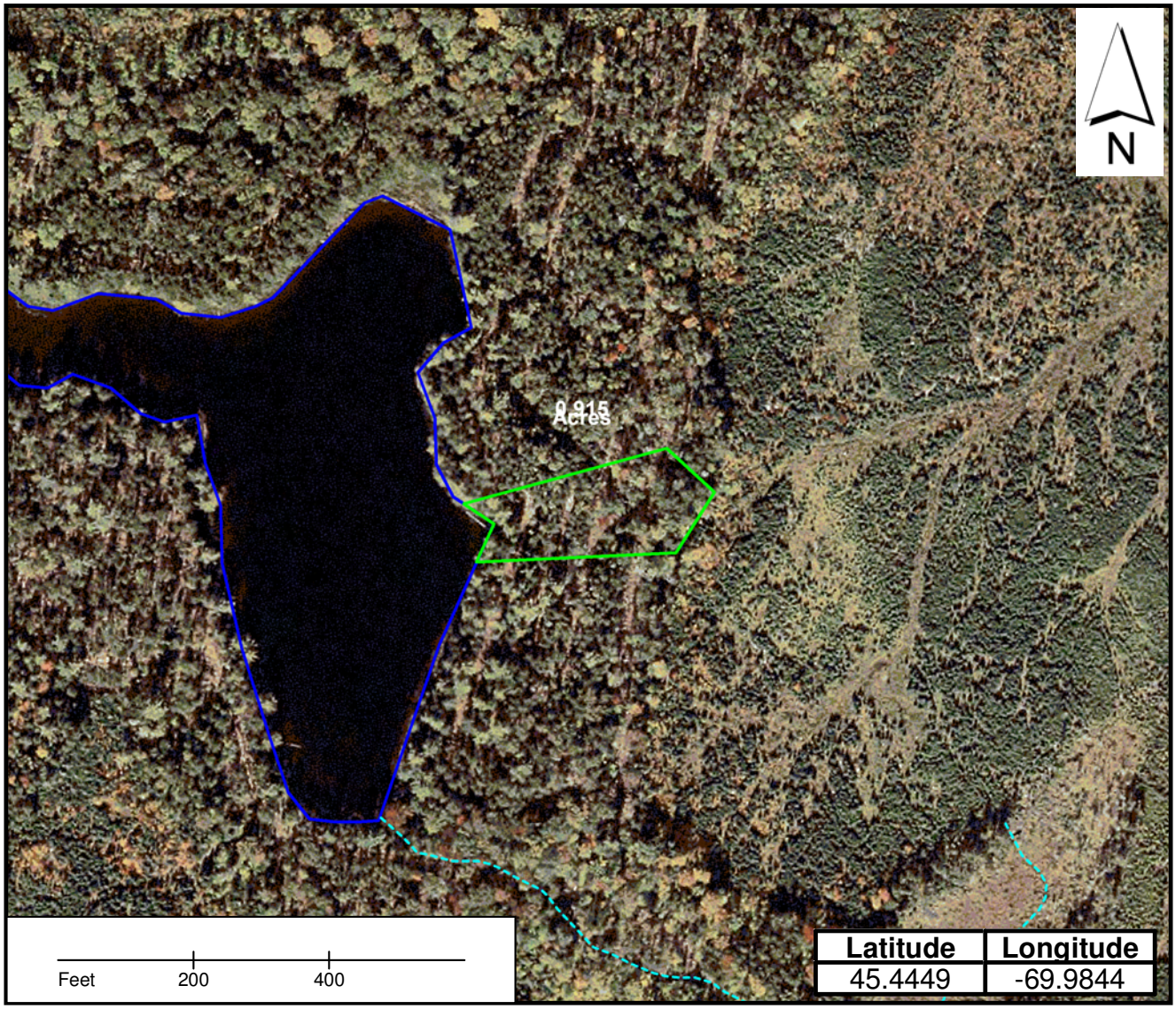
LESSEE: _____
J ALFRED LETOURNEAU

_____

Actual Property



Chase Stream

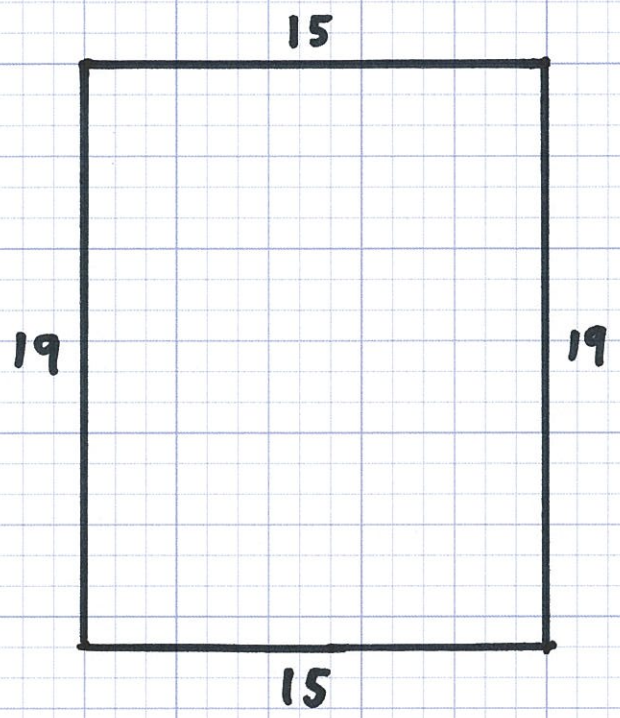


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

LETOURNEAU - CHASE STREAM TWP.



Additional Buildings:
Outhouse: 4' X 3'

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
LETOURNEAU J ALFRED				2/2/1998	

MAP NO.	SO013
PLAN NO.	02
LOT NO.	7
LEASE NO.	loc - k
LEASE FROM	
SUDB LOT #	
EXEMPT	
CARD	of

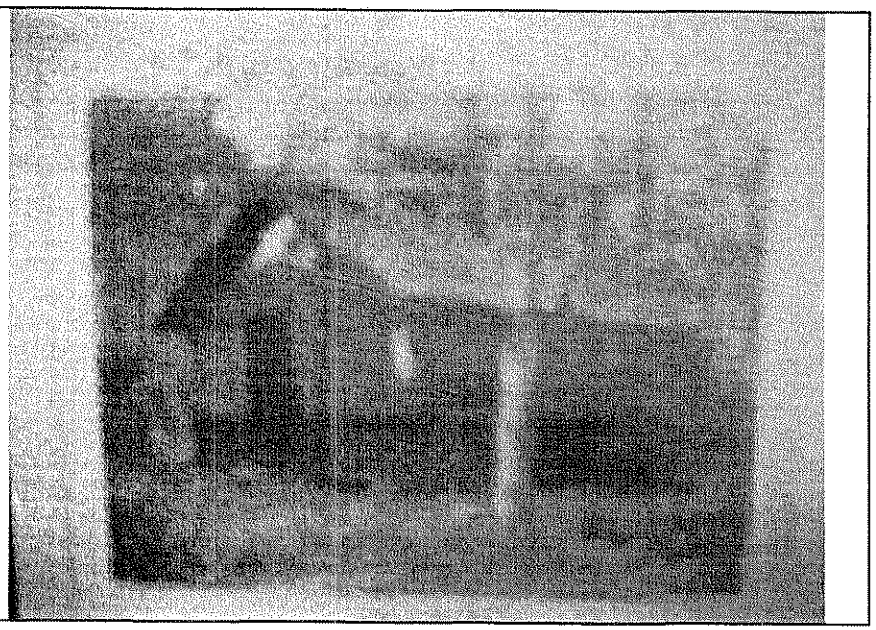
Account # 258160026

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment
tobey pond



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Tobey Pond Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
take 9458 road - cross 2 bridges and take next right (bear right) to the end. walk the uncutt ridge to the west about 200 yards to pond and camp.

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$3,740
ADDITIONAL CARDS	
TOTAL VALUE	$3,740

September 2009

Letourneau - Chase Stream

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160026

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY Anthony Neves 10/17/95 Total Adds & Deducts	0
GRADE	0.00		
COND.			

FUNCTIONAL OBSOL %		ECONOMIC OBSOL %	
		Area	
		Access	
		No Elec	
TOTAL	0	Services	
FACTOR	1	Topo	
		TOTAL	0
		FACTOR	1

Current Cost Factor
1.25

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

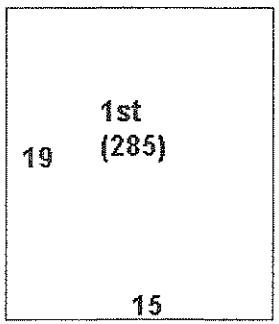
Version: 1/4/06

LETOURNEAU J ALFRED

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	3740
TOTAL VALUE BUILDINGS	**3740**

built 1957



OUTBUILDING	camp				
Floors	Dbl Wood				
Foundation	Wd Posts				
Ext. Walls	Log				
Roof	Asph Shngl				
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	15	0	0	0	0
Size	15x19				
Area	285				
COST OF REP	4275	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	5344	0	0	0	0
Phys / Func / Ec %	0.7 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	3740	0	0	0	0

Leased Lot #10

	Township	County	Lessee	Description
10	Chase Stream	Somerset	RICHARD W FITZHERBERT	Chase Stream Township. Camp on east shore of Chase Stream flowage, so-called (acreage unspecified).

Plum Creek Maine Timberlands

No. 1111

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and RICHARD W FITZHERBERT ("Lessee") whose address is 97 MORNING GLORY LANE, SIDNEY, ME 04330 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Chase Stream Township. Camp on east shore of Chase Stream flowage, so-called.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: RICHARD W FITZHERBERT
97 MORNING GLORY LANE
SIDNEY, ME 04330

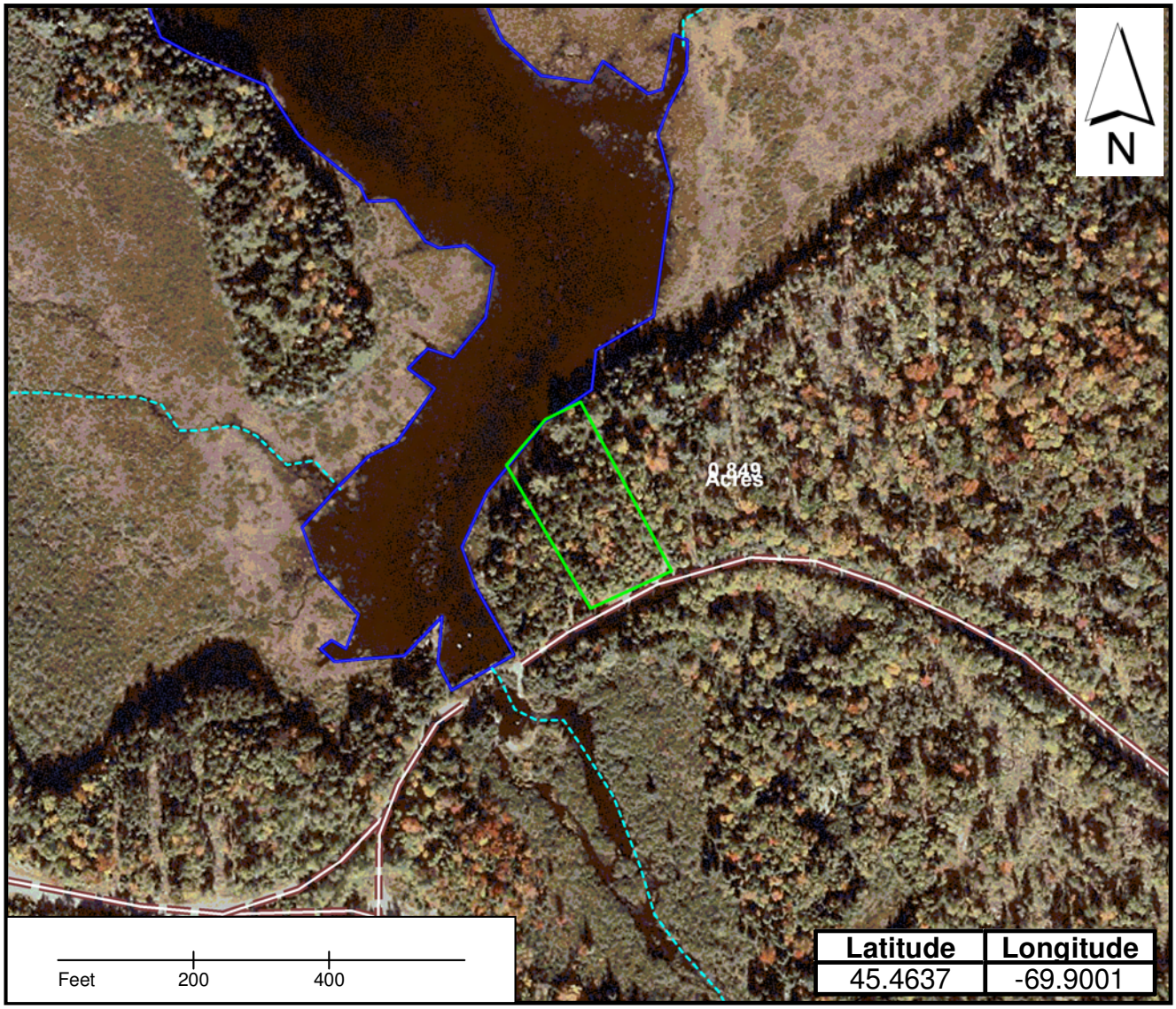
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: Timothy Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Richard W Fitzherbert
RICHARD W FITZHERBERT

Chase Stream

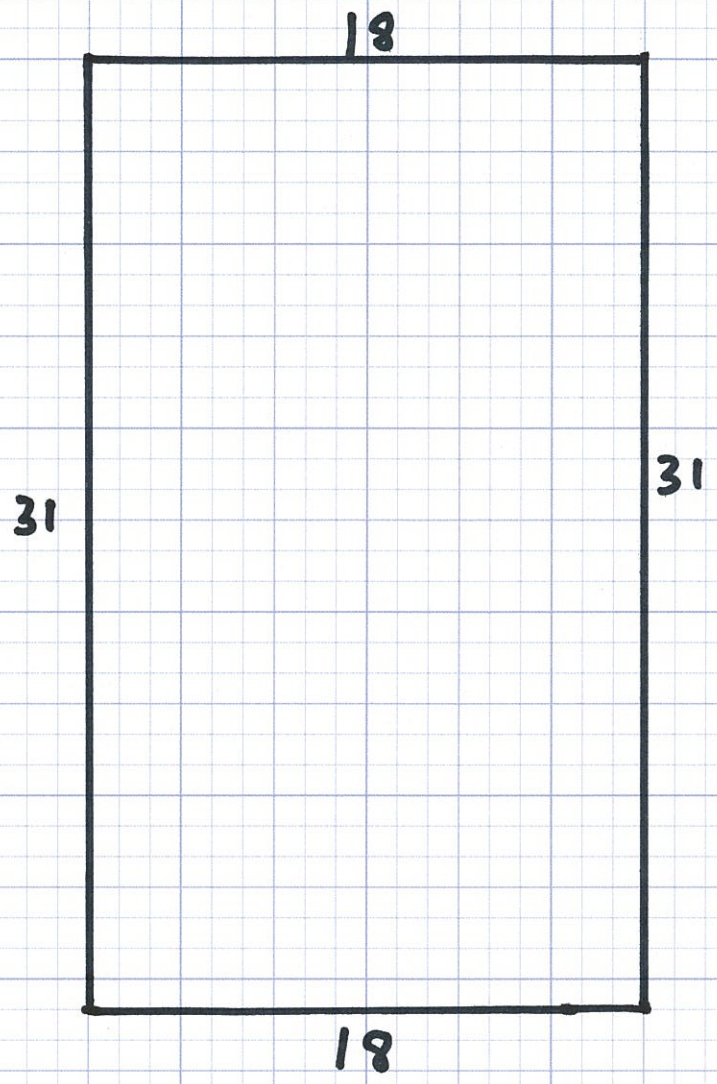


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

FITZHEBERT - CHASE STREAM TWP.



Additional Buildings:
Outhouse: 6' X 6'

PROPERTY RECORD CARD - TOWNSHIP

T1 R6 BKP WKR

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
FITZHERBERT RICHARD		4/1/2002	|	1/1/1997	|
		per lease list		inv	

MAP NO.	SO013
PLAN NO.	01
LOT NO.	2.3
LEASE NO.	1111loctc
LEASE FROM	PLUM CREEK 1
SUDB LOT #	
EXEMPT	
CARD	of

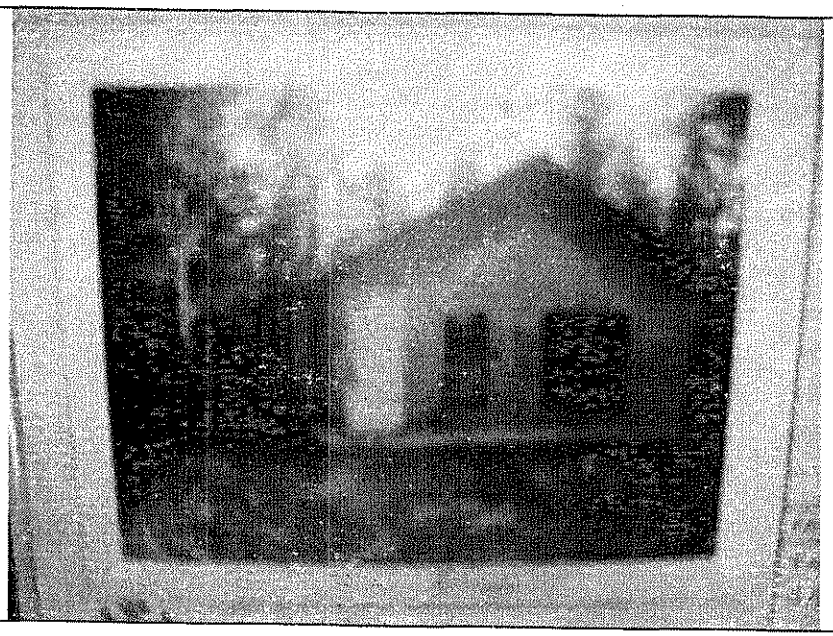
Account #
258160020

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
chase stream pond

Date Printed 5/16/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$10,070
ADDITIONAL CARDS	
TOTAL VALUE	$10,070

Fitzherbert - Chase Stream Twp.

September 2009

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160020

Foundation	1	Posts	No Basement Area	(3,456)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	1.7	Boards Roll		
Interior	1	Unfinished	Loft Area	0
Exterior	2	cedar sh.	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	13.7	SURVEY BY Anthony Neves 10/17/95	Total Adds & Deducts	(5,316)
GRADE	1.37			
COND.	70%			

FITZHERBERT RICHARD

Stories	Grade	Area	Cost Rep.
1st	1.37	432	13090
EP	1	126	3740
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	16830
Adjustment =	(5,316)
Adjusted Cost Rep	11,514
x Current Cost Factor	14,390
Condition	0.7
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	10070
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**10070**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

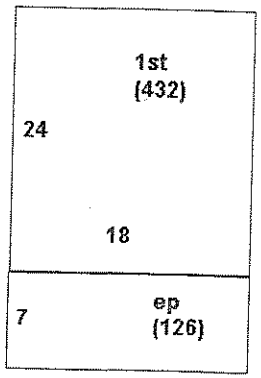
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Current Cost Factor 1.25

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

" the hide away"



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Leased Lot #11

	Township	County	Lessee	Description
11	Chase Stream	Somerset	ALAN GOVE	Camp on east side of Chase Stream, Indian Pond area, Somerset County, T1 R6, WKR (acreage unspecified).

Plum Creek Maine Timberlands

No. 1113

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and ALAN GOVE ("Lessee") whose address is RFD 2 BOX 740, NORRIDGEWOCK, ME 04957 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite on east side of Chase Stream, Indian Pond area, Somerset County, T1 R6, WKR.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: ALAN GOVE
~~RED 2 BOX 740~~ 16 Elm St
~~NORRIDGEWOCK~~, ME 04957
Mercer

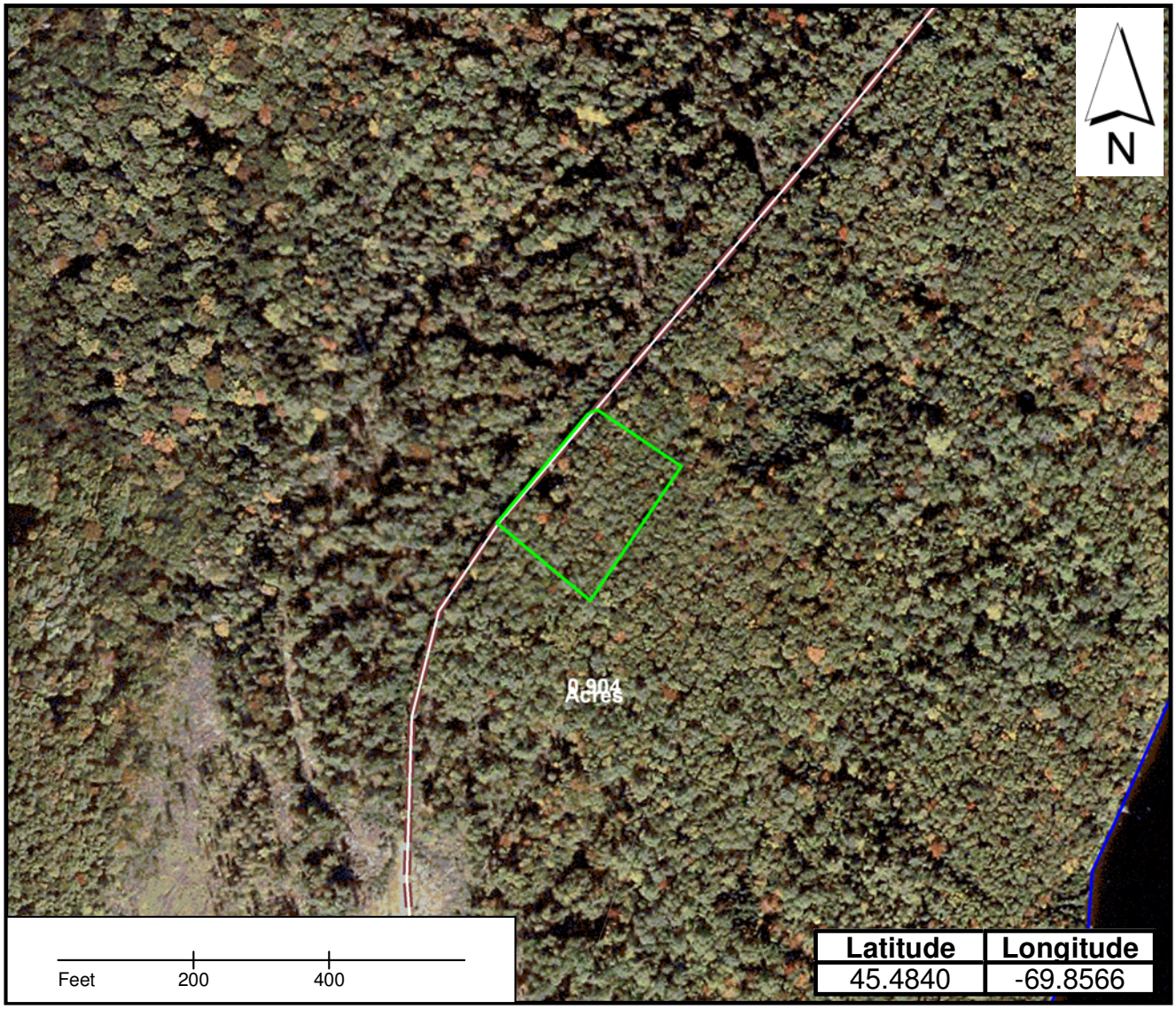
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT
BY: Timothy Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Alan Gove
ALAN GOVE

_____

Chase Stream

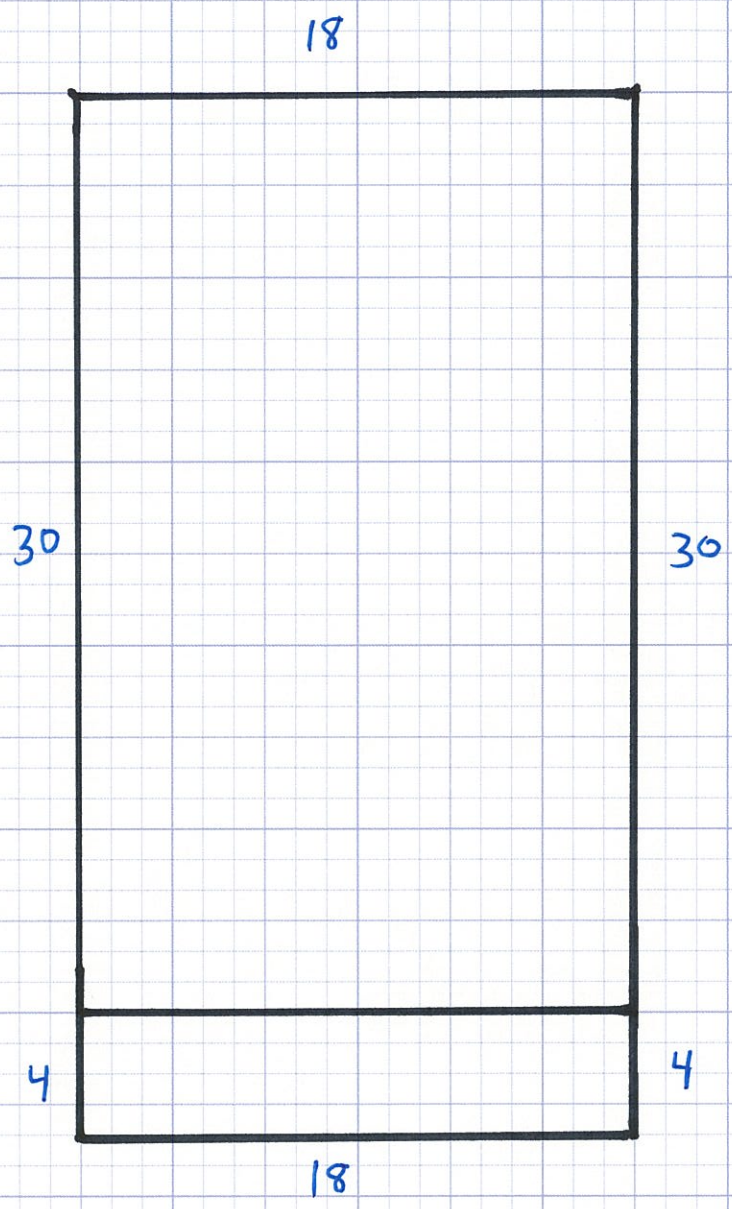


Lease Lot locations
Water
Roads
Streams

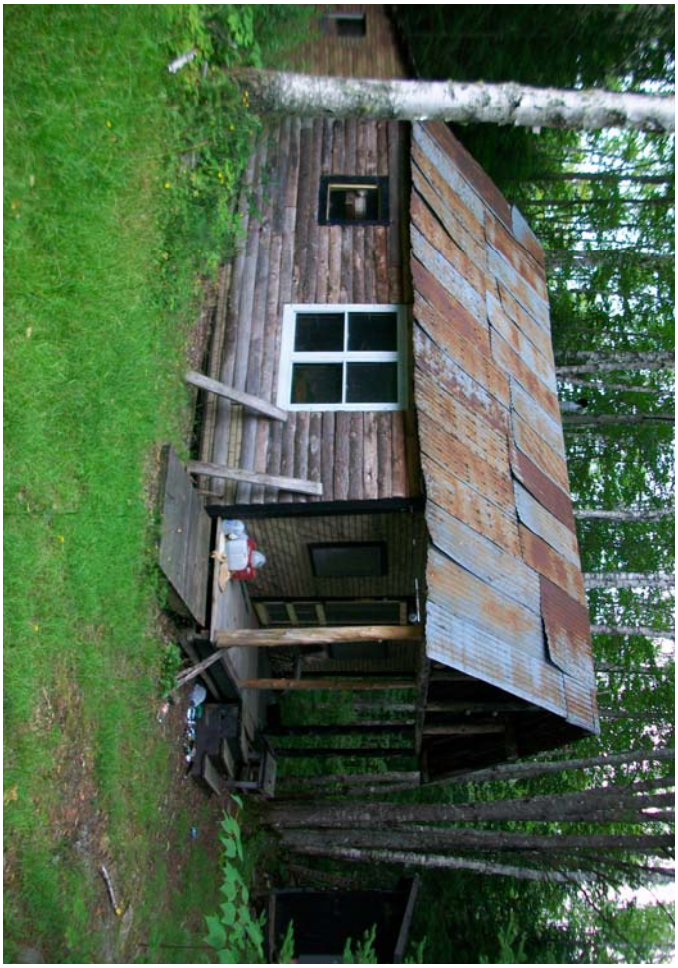
Lease location coordinates
are from the center of the lot

PlumCreek

GOVE - CHASE STREAM TWP.



Additional Buildings:
Shed/Outhouse: 12' X 10'



PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
GOVE ALAN				1/1/1987	

MAP NO.	SO013
PLAN NO.	01
LOT NO.	2.4
LEASE NO.	1113 -loc
LEASE FROM	
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

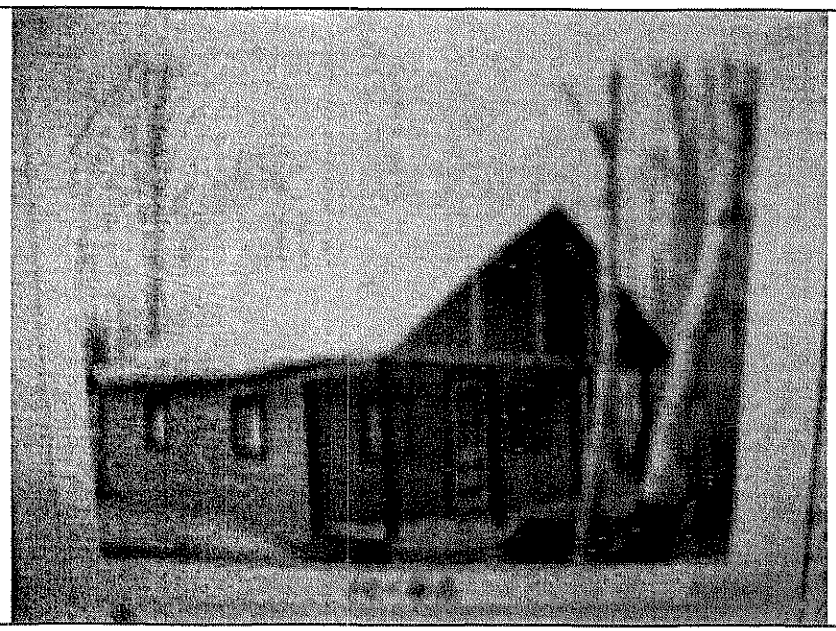
Account # 258160034

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
woods, near indian pond

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$0
ADDITIONAL CARDS	
TOTAL VALUE	$0

Gove - Chase Stream Twp.

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160034

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY	Total Adds & Deducts 0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

GOVE ALAN

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**0**

OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Leased Lot #12

	Township	County	Lessee	Description
12	Chase Stream	Somerset	JON C HANSEN	Camp located in Somerset County, T1 R6 WKR, Chase Stream, Indian Pond area; north side of road near intersection of road to sluice (acreage unspecified).

Plum Creek Maine Timberlands

No. 1114

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and JON C HANSEN ("Lessee") whose address is 365 POPE RD, WINDHAM, ME 04062 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite located in Somerset County, T1 R6, WKR, Chase Stream, Indian Pond area; north side of road near intersection of road to sluice.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: JON C HANSEN
365 POPE RD
WINDHAM, ME 04062

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

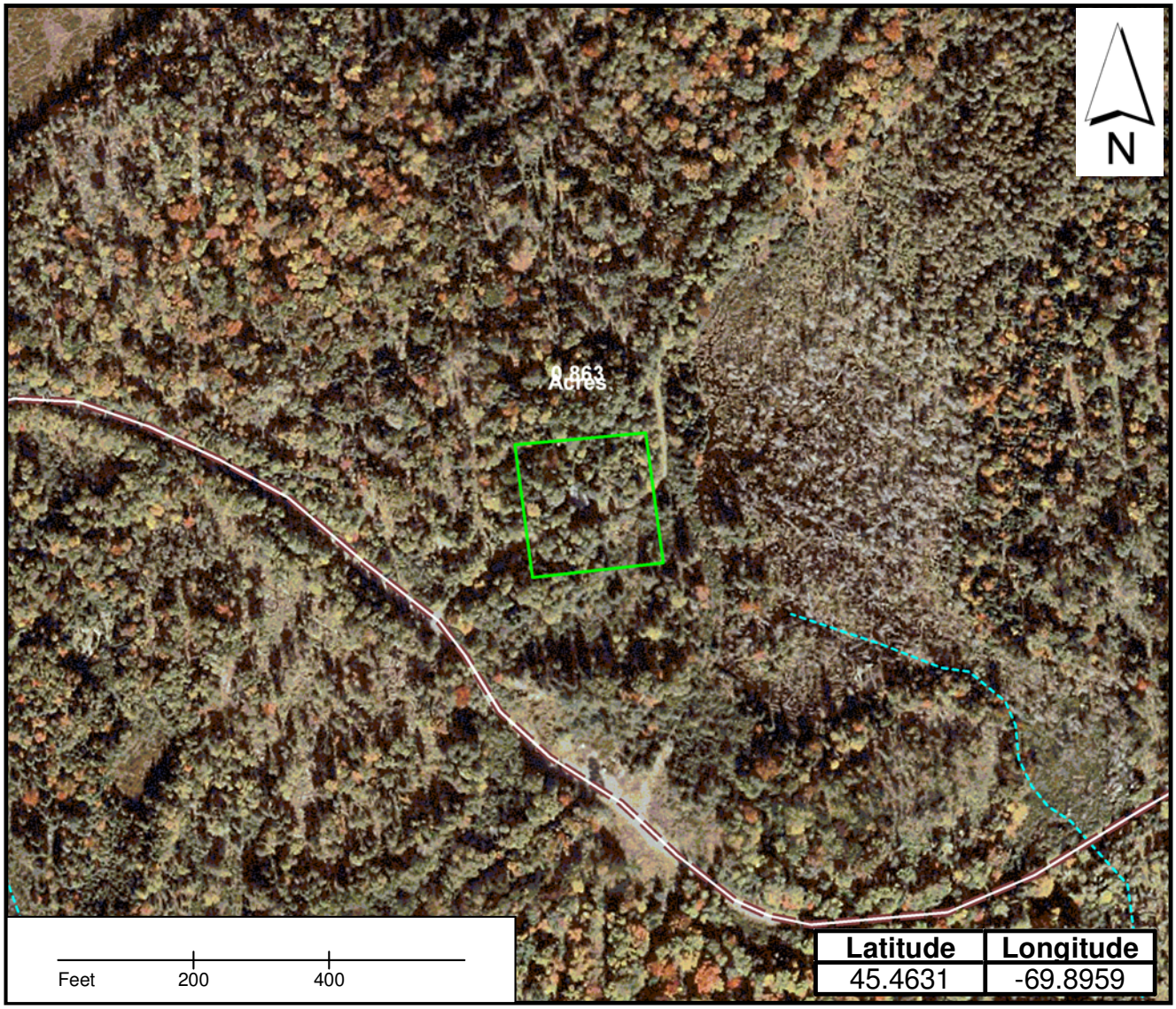
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
JON C HANSEN

_____

Chase Stream

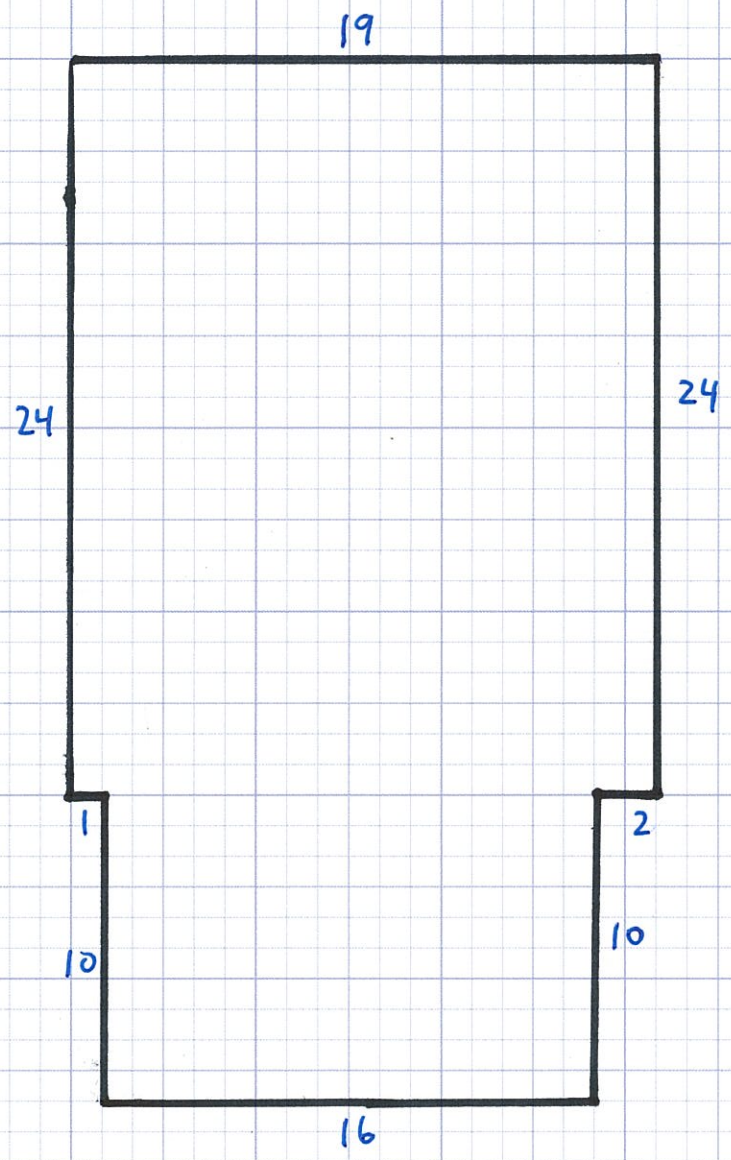


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

HANSEN - CHASE STREAM TWP.



Additional Buildings:
Shed: 8' X 10'
Outhouse: 5' X 5'

STRAND AVE

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
HANSEN JON C				1/1/1998	
				per letter on file	

MAP NO.	SO013
PLAN NO.	01
LOT NO.	2.9
LEASE NO.	1114-loc D
LEASE FROM	PLUM CREEK 1
SUDB LOT #	
EXEMPT	
CARD	of

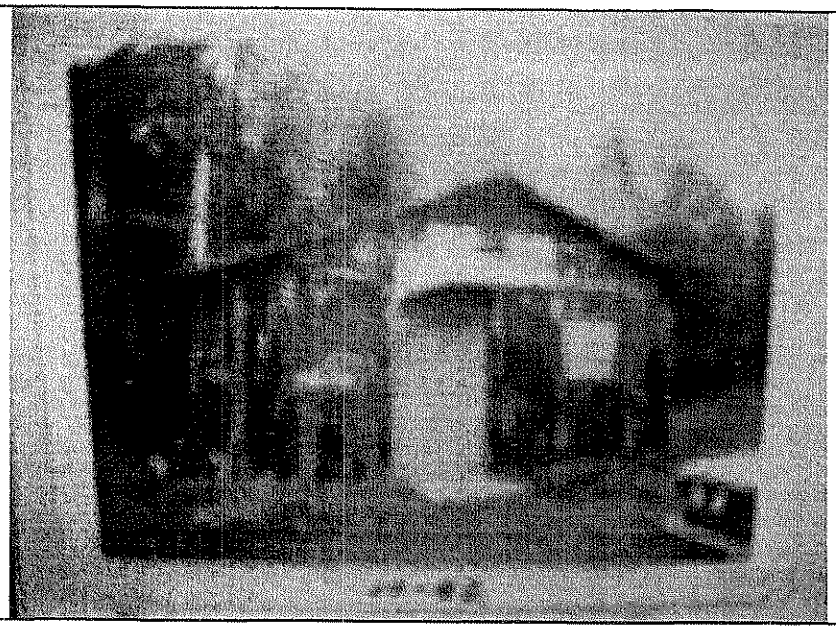
Account # 258160023

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
left road beyond fitzherbert off chase stream rd - take 1 st road to left after alibi inn - follow over hill to camp

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$7,540
ADDITIONAL CARDS	
TOTAL VALUE	$7,540

September 2009

Hansen - Chase Stream

Interior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160023

Foundation	1	Mud Sills	No Basement Area	(3,648)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1	Unfinished	Loft Area	0
Exterior	2	slab / log	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	14.0	SURVEY BY Anthony Neves 10/17/95	Total Adds & Deducts	(5,508)
GRADE	1.40			
COND.	50%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

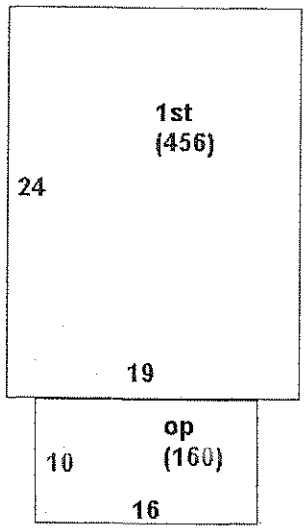
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

HANSEN JON C

Stories	Grade	Area	Cost Rep.
1st	1.4	456	13720
OP	1	160	2520
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	16240
Adjustment =	(5,508)
Adjusted Cost Rep	10,732
x Current Cost Factor	13,420
Condition	0.5
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	6710
Plus Outbuildings	830
TOTAL VALUE BUILDINGS	**7540**



OUTBUILDING	shed				
Floors	Wood				
Foundation					
Ext. Walls	T-111				
Roof	Fiberglass				
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	13.2	0	0	0	0
Size	8x10				
Area	80				
COST OF REP	1056	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	1320	0	0	0	0
Phys / Func / Ec %	0.9 / 0.7 / 1	/ /	/ /	/ /	/ /
RCNLD	830	0	0	0	0

September 2009
Hansen - Chase Stream

Leased Lot #13

	Township	County	Lessee	Description
13	Chase Stream	Somerset	RAYMOND RUSSENBERGER & KARL	Chase Stream Township, being the Twin Camp, so-called (acreage unspecified).

Plum Creek Maine Timberlands

No. 1115

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and RAYMOND RUSSENBERGER & KARL ("Lessee") whose address is 249 North Airline Road, WALLINGFORD, CT 06492-2644 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Chase Stream Township, being the Twin Camp, so-called.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination: Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: RAYMOND RUSSENBERGER & KARL
249 North Airline Road
WALLINGFORD, CT 06492-2644

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

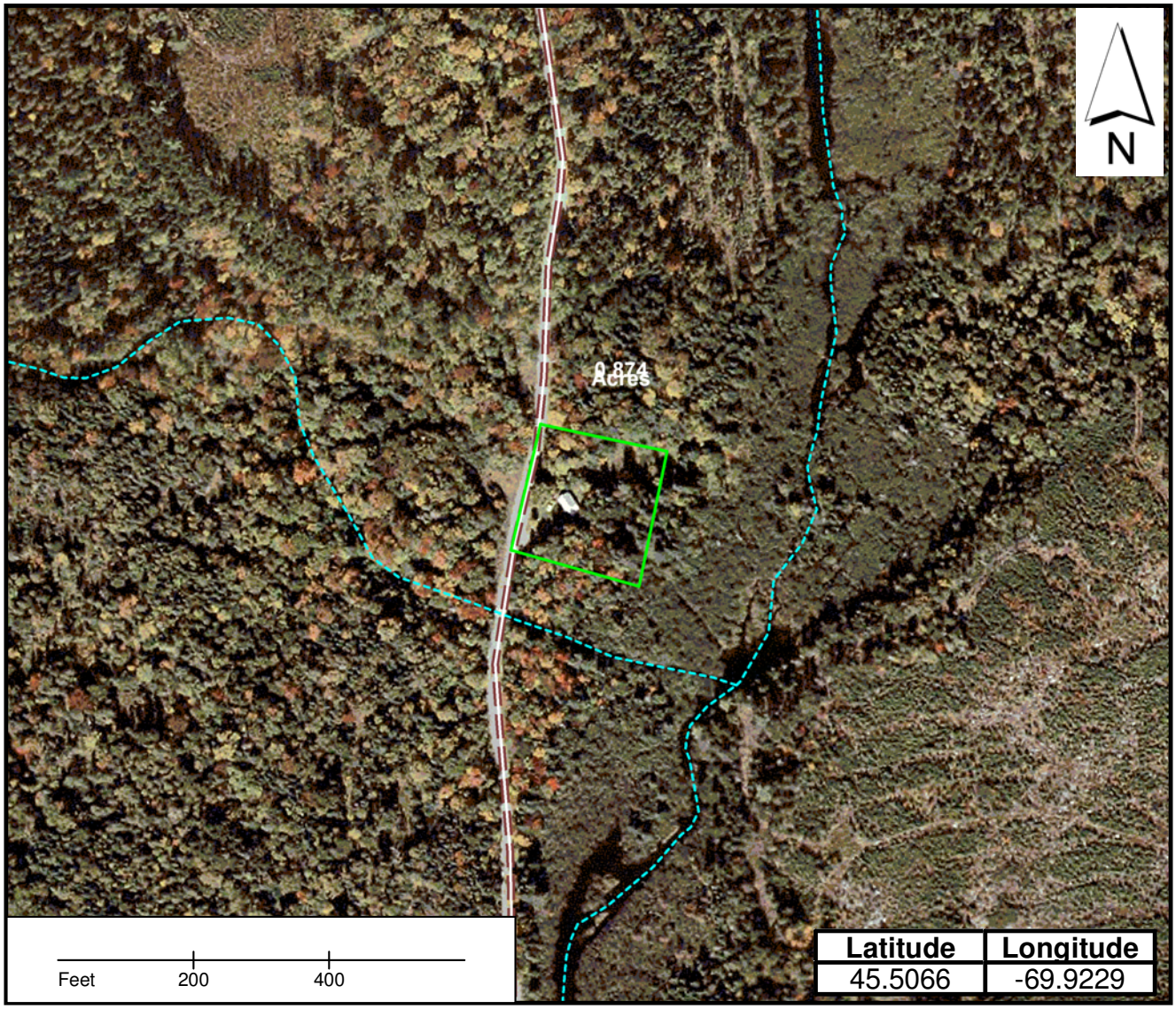
LESSOR: PCMT

BY: Timothy Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Raymond Russenberger
RAYMOND RUSSENBERGER

Karl A Russenberger
KARL

Chase Stream

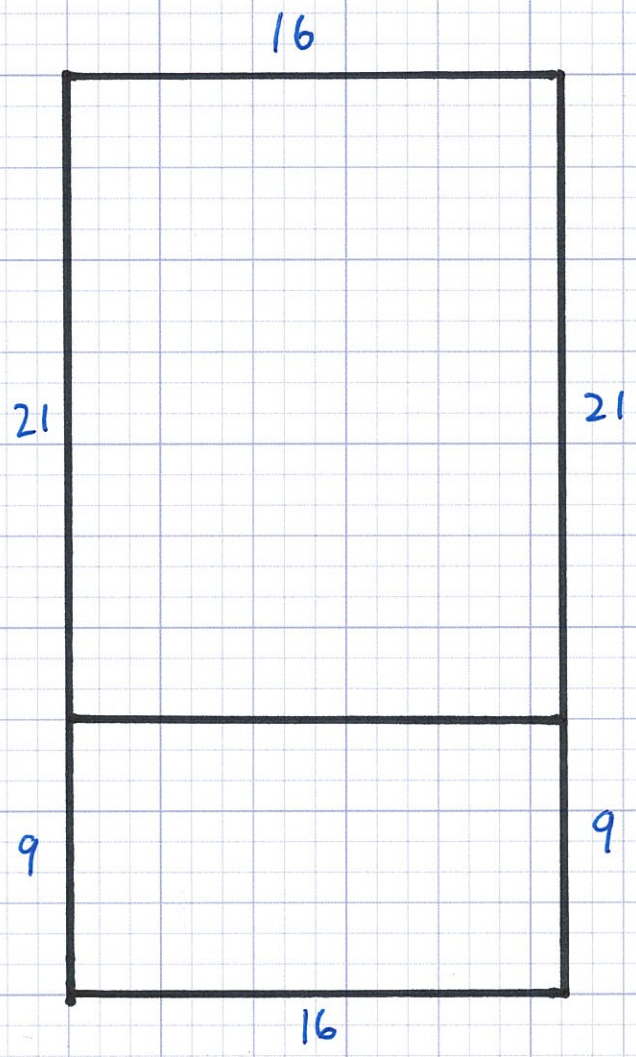


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

RUSSENBERGER - CHASE STREAM TWP.



Additional Buildings:
Wood Shed: 6' X 11'
Storage Shed: 6' X 11'
Outhouse: 3' X 4'

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
RUSSENBERGER RAYMOND			/		/

MAP NO.	SO013
PLAN NO.	01
LOT NO.	2.8
LEASE NO.	
LEASE FROM	PLUM CREEK 1
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

Account # 258160029

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
chase stream rd

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$9,470
ADDITIONAL CARDS	
TOTAL VALUE	$9,470

Russenberger - Chase Stream Twp.

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160029

Foundation	1	Mud Sills	No Basement Area	(3,209)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	log	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	(302)
Plumbing	1	None		(2,130)
Lighting	2	Generator	Other	
TOTAL	15.5	SURVEY BY Anthony Neves 10/12/95	Total Adds & Deducts	(5,641)

GRADE	1.55
COND.	70%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

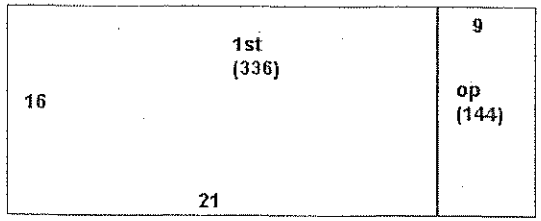
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

RUSSENBERGER RAYMOND

Stories	Grade	Area	Cost Rep.
1st	1.55	336	13070
OP	2	144	2820
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	15890
Adjustment =	(5,641)
Adjusted Cost Rep	10,249
x Current Cost Factor	12,810
Condition	0.7
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	8970
Plus Outbuildings	500
TOTAL VALUE BUILDINGS	**9470**

ALIBI INN



OUTBUILDING	wd shed	tool shed			
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	8.3	8.3	0	0	0
Size	6x11	6x11			
Area					
COST OF REP	0	0	0	0	0
Unit Additons	viu	viu			
Unit Cost	200	200			
COST FACTOR	250	250	0	0	0
Phys / Func / Ec %	1 / 1 / 1	1 / 1 / 1	/ /	/ /	/ /
RCNLD	250	250	0	0	0

September 2009

Russenberger - Chase Stream Twp.

Leased Lot #14

	Township	County	Lessee	Description
14	Chase Stream	Somerset	CARROLL CUTTING ET AL	Former public lot in Chase Stream Township; Lot 1, Range 2, T1 R6; otherwise known as Chase Stream Track (acreage unspecified).

Plum Creek Maine Timberlands

No. 1192

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and CARROLL CUTTING ET AL ("Lessee") whose address is , PO BOX 75, E SEBAGO, ME 04029 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Former public lot in Chase Stream Township; Lot 1, Range 2, T1 R6; otherwise known as Chase Stream Track.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: CARROLL CUTTING ET AL
PO BOX 75
E SEBAGO, ME 04029

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

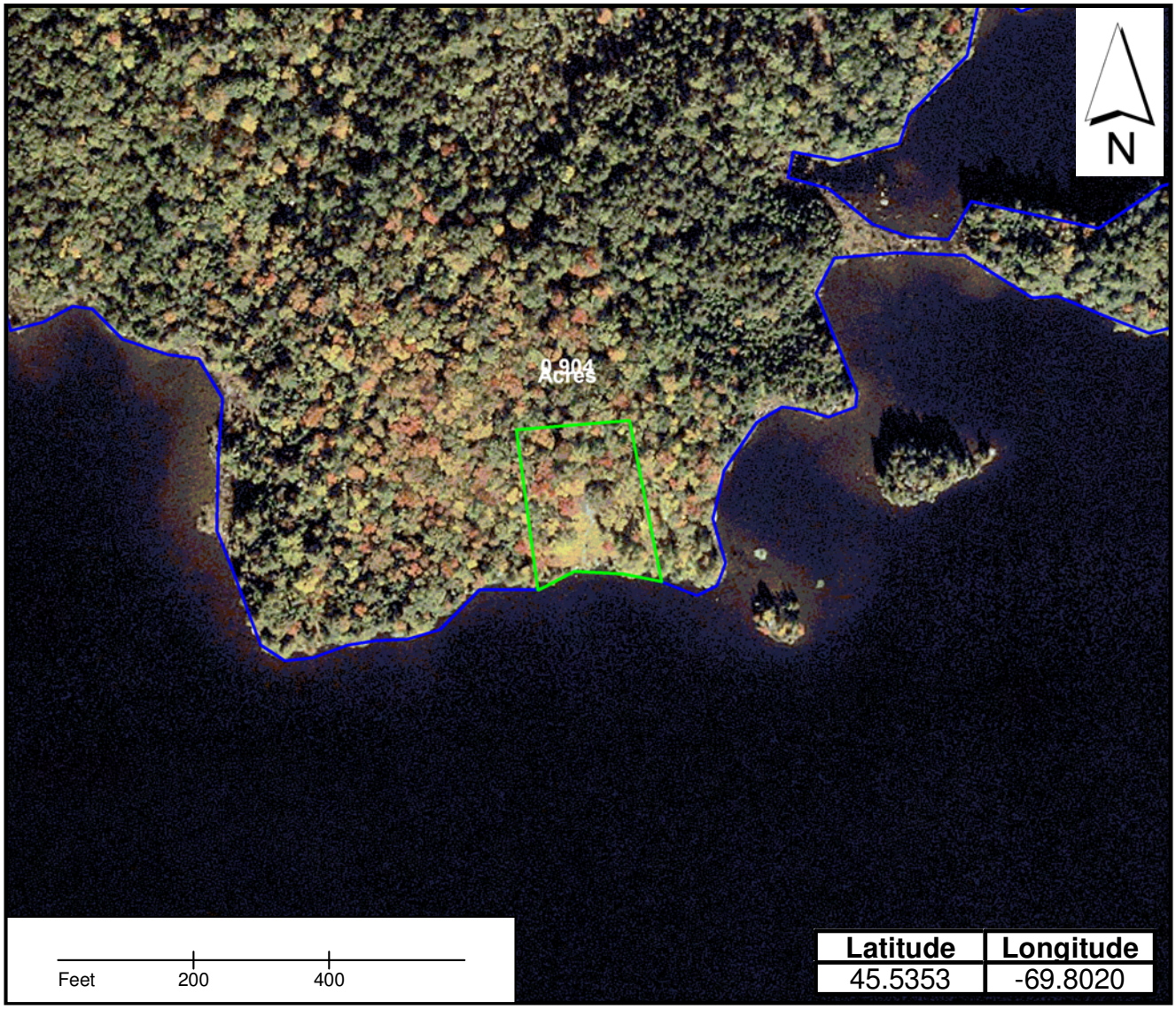
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
CARROLL CUTTING ET AL

_____

Chase Stream

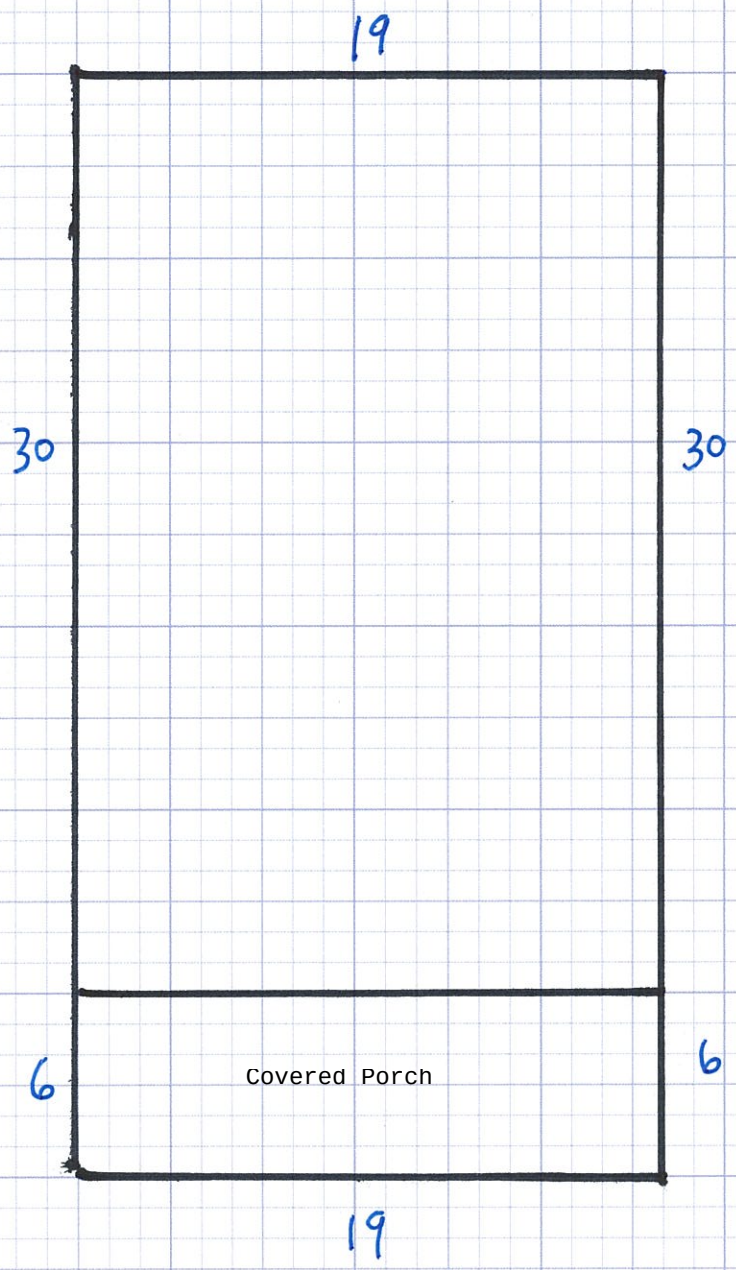


Lease Lot locations
Water
Roads
Streams

Lease location coordinates are from the center of the lot.
*Disclaimer - lot location subject to 960' elevation mark along Indian Pond for boundary location.

PlumCreek

CUTTING - CHASE STREAM TWP.



Additional Buildings:
Outhouse: 4' X 6'

09/03/2009

01/01/2005

01/01/2005

01/01/2005

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
CUTTING CARROLL					

MAP NO.	SO013
PLAN NO.	01
LOT NO.	2
LEASE NO.	loc-a6
LEASE FROM	
SUDB LOT #	
EXEMPT	
CARD	1 of 1

September 2009

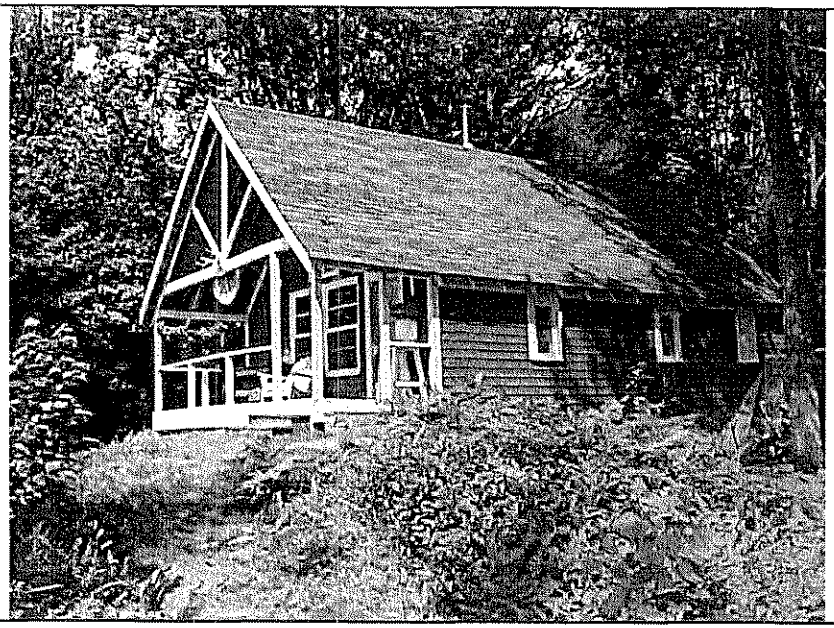
Account # 258160017

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name **INDIAN POND** Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates
N45 02 7.1 W69 48 04 8

Notes:
boat access

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$11,230
ADDITIONAL CARDS	
TOTAL VALUE	$11,230

Cutting Chase Stream

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160017

Foundation	1	Posts	No Basement Area	(5,444)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	3	Boards Asphalt Shingles		
Interior	1.5	plywd int	Loft Area	0
Exterior	2	brds - asph sh.	Finished Loft Area	0
Floors	2	sw - painted plywd		
Heating	1	None	No Heat Area	(513)
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	15.5	SURVEY BY James P. Robinson 08/16/05	Total Adds & Deducts	(8,087)

GRADE	1.55
COND.	80%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

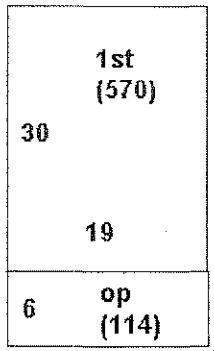
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	0.05
No Elec	
Services	
Topo	
TOTAL	0.05
FACTOR	0.95

CUTTING CARROLL

Stories	Grade	Area	Cost Rep.
1st	1.55	570	17480
OP	2	114	2430
	0		0
	0		0
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	19910
Adjustment =	(8,087)
Adjusted Cost Rep	11,823
x Current Cost Factor	14,780
Condition	0.8
Functional Factor	1
Economic Factor	0.95
Cost Rep Less Dep	11230
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**11230**



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

September 2009
Cutting - Chase Stream

Leased Lot #15

	Township	County	Lessee	Description
15	Chase Stream	Somerset	EDWIN REED	Campsite on westerly shore of Horseshoe Pond, Ten Thousand acre tract, Somerset County, T1 R6 BKP WKR, State of Maine. Outlined in red on the attached plan. LEASE # 376 (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 376

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and EDWIN O REED ("Lessee") whose address is PO BOX 121, FRIENDSVILLE, MD 21531 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite on westerly shore of Horseshoe Pond, Ten Thousand acre tract, Somerset County, T1 R6, BKP WKR, State of Maine. Outlined in red on the attached plan.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others, in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: EDWIN O REED
PO BOX 121
FRIENDSVILLE, MD 021531

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
EDWIN O REED

_____

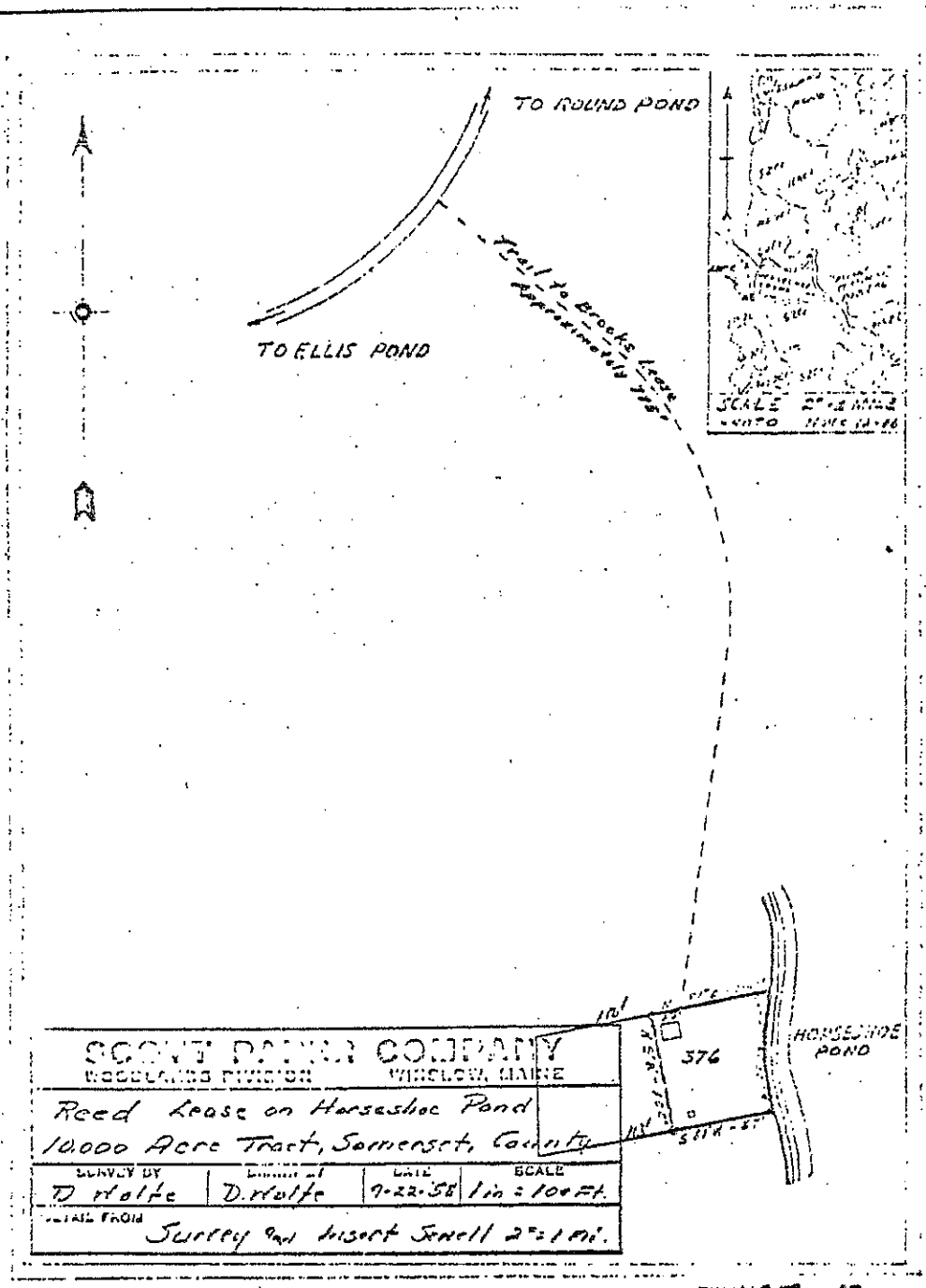
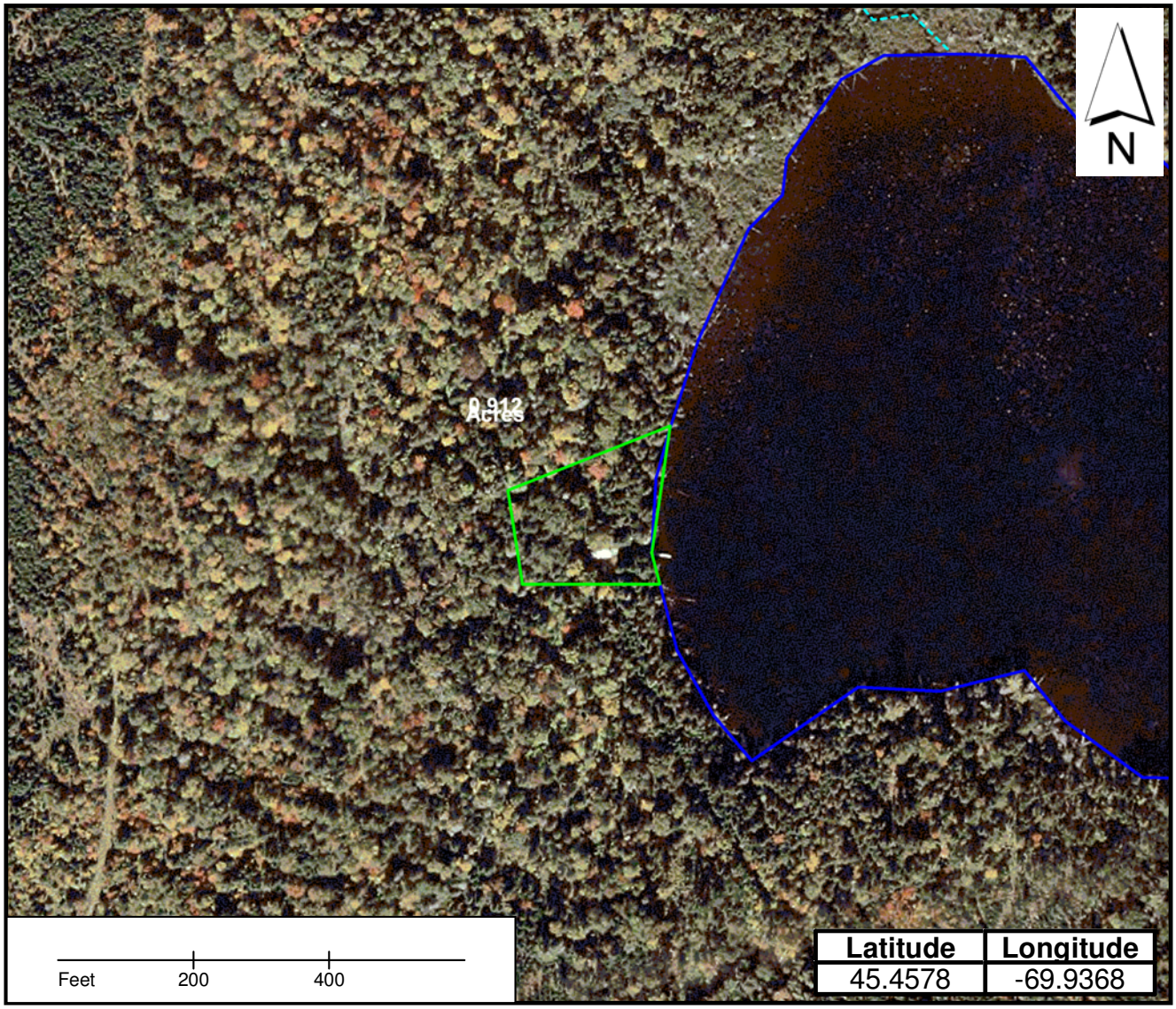


EXHIBIT 28

PAGE 1036 607

Chase Stream

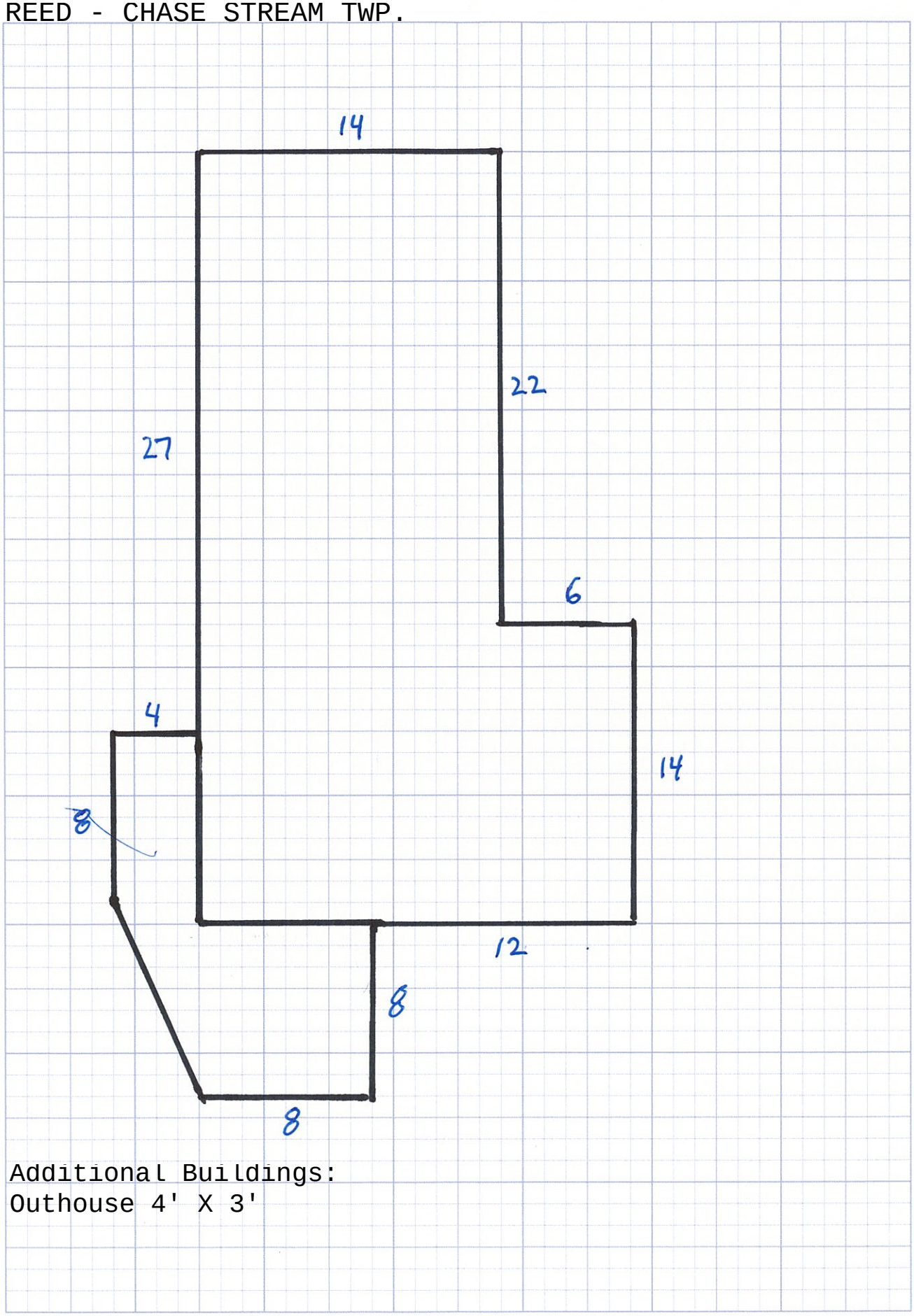


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

REED - CHASE STREAM TWP.



Additional Buildings:
Outhouse 4' X 3'

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP WKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
REED EDWIN O			/		/

MAP NO.	SO013
PLAN NO.	02
LOT NO.	6
LEASE NO.	
LEASE FROM	PLUM CREEK 3
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

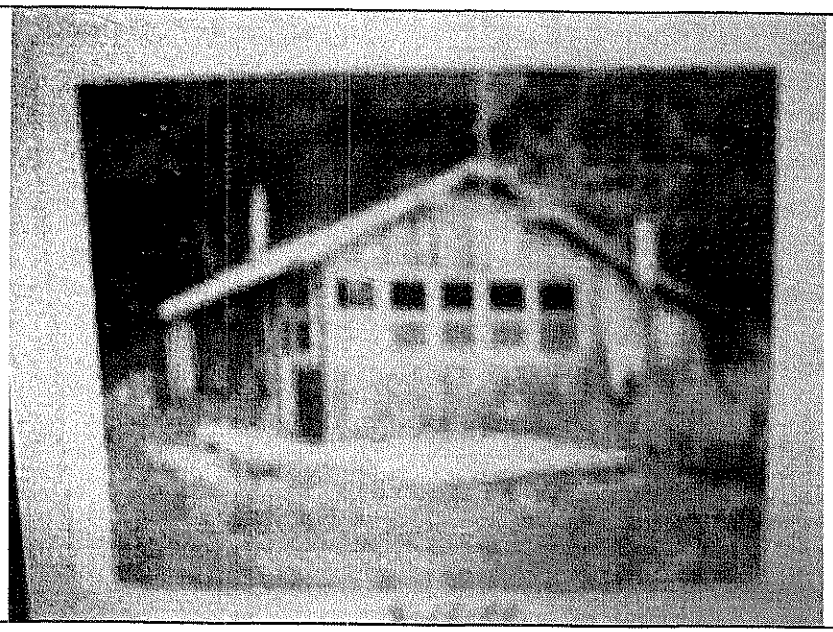
Account # 258160030

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
located on horseshoe pond 5 min walk from parking car.
take trail at corner.

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$12,760
ADDITIONAL CARDS	
TOTAL VALUE	$12,760

Reed - Chase Stream Twp.

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160030

Foundation	1	Posts	No Basement Area	(2,912)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	2	brds - metal		
Interior	1	Unfinished	Loft Area	0
Exterior	2.5	Board & Batten	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	14.5	SURVEY BY Anthony Neves 10/17/95	Total Adds & Deducts	(4,772)

GRADE	1.45
COND.	75%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

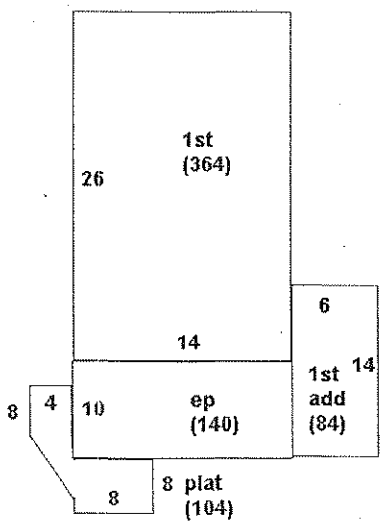
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	0.05
No Elec	
Services	
Topo	
TOTAL	0.05
FACTOR	0.95

REED EDWIN O

Stories	Grade	Area	Cost Rep.
1st	1.45	364	12540
1st Add	1	84	1290
EP	1	140	4320
Platform	1	104	950
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	19100
Adjustment =	(4,772)
Adjusted Cost Rep	14,328
x Current Cost Factor	17,910
Condition	0.75
Functional Factor	1
Economic Factor	0.95
Cost Rep Less Dep	12760
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**12760**



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Leased Lot #16

	Township	County	Lessee	Description
16	Chase Stream	Somerset	W. PHILBRICK & W. GATES	T1R6 WKR, Chase Stream, Indian Pond Area, log cabin located on east shore. TERM: Lessee shall have the right to use said premises for a term of 99 years beginning with the first day of August 1966, to the last day of August 2065, at which time the lease shall terminate without notice to the Lessee. The Lessor shall have no obligation, either express or implied, to renew this lease agreement. Lease # 1116 (acreage unspecified).

Lease No. 1116

LEASE

SKYLARK, INC.

This lease made this first day of August, 1966, by and between Lessor, SKYLARK, INC. (SKYLARK), a Maine corporation, whose principal place of business is at Mountain Avenue, Box 400, Fairfield, Maine, and WM. PHILBRICK & W.H. GATES of PO BOX 100-61 WATER ST, SKOWHEGAN ME 04976,
Lessee(s).

By signing this agreement, Lessee binds himself, his heirs, successors, and assigns.

1) LOCATION: Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor the premises described as follows:

SOMERSET COUNTY, T1 R6, WKR, CHASE STREAM, INDIAN POND AREA; LOG CABIN LOCATED ON EAST SHORE.

Provided, however, that the Lessor on behalf of itself and its employees, successors, guests, and assigns, retains the right to go on and pass over the leased property for any purpose.

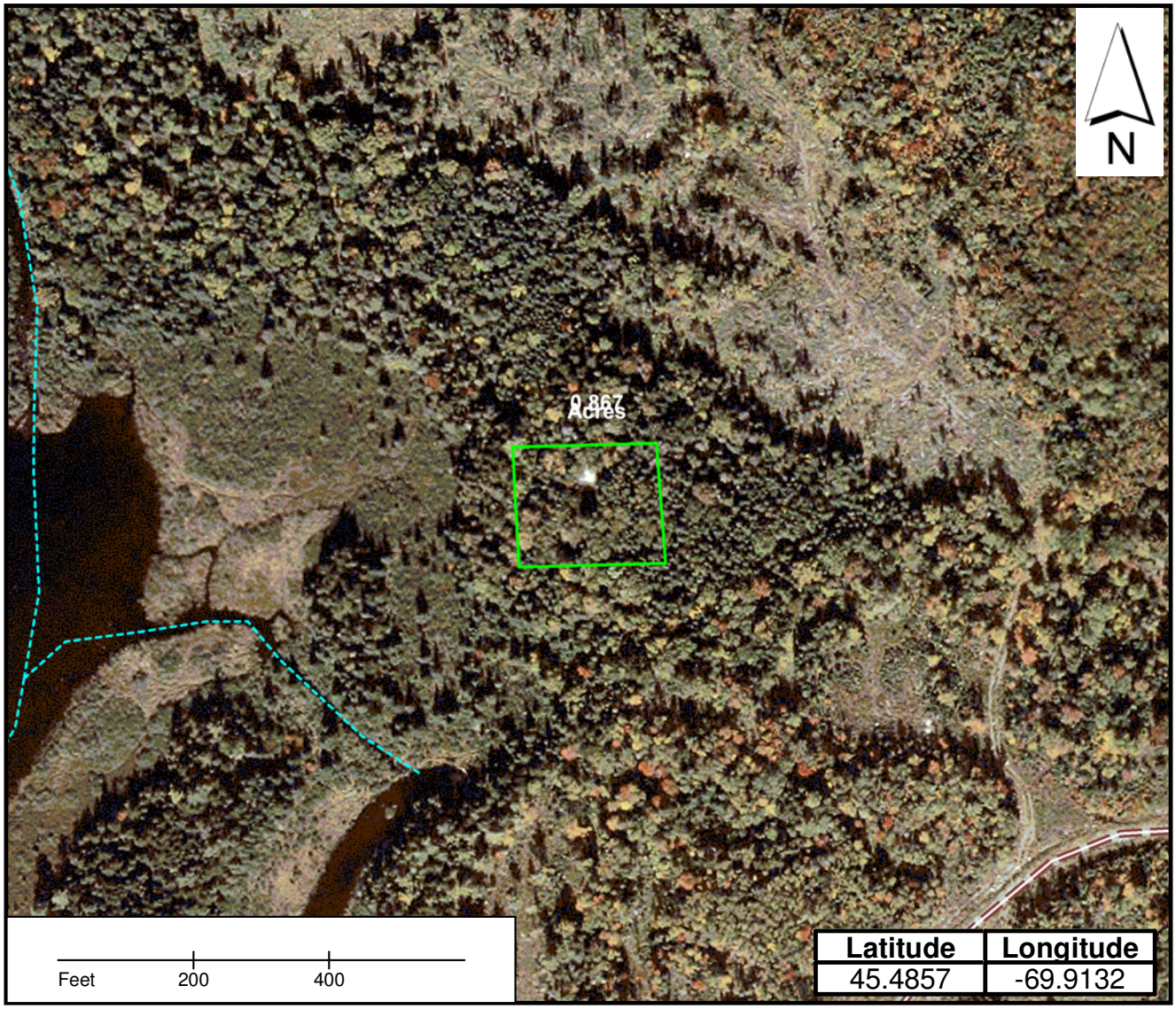
2) TERM: Lessee shall have the right to use said premises for a term of 99 years beginning with the first day of August 1966, to the last day of August 2065, at which time the lease shall terminate without notice to the Lessee. The Lessor shall have no obligation, either express or implied, to renew this lease agreement.

3) RENT: Lessee shall pay without demand at the address of the Lessor as indicated above, a rental of $.00.* Such rent shall be due in full on the first day of January each year.

Lessee shall pay as additional rent any assessment against the Lessor or any landowners in the Township for school taxes resulting directly or indirectly from the children of school age staying at or making use of the leased property. Lessee shall also be subject to an additional annual assessment covering his proportionate share, as determined by the Lessor, of any assessment against Lessor or other landowners for services provided by any governmental agency for the collective benefit of the Lessee in the leased area. Such assessments shall include, but are not limited to, charges or taxes resulting from services such as police protection, fire protection and dumping facilities.

* Lease Fee of $1.00/year PAID IN FULL for balance of term; 1/1/90.

Chase Stream

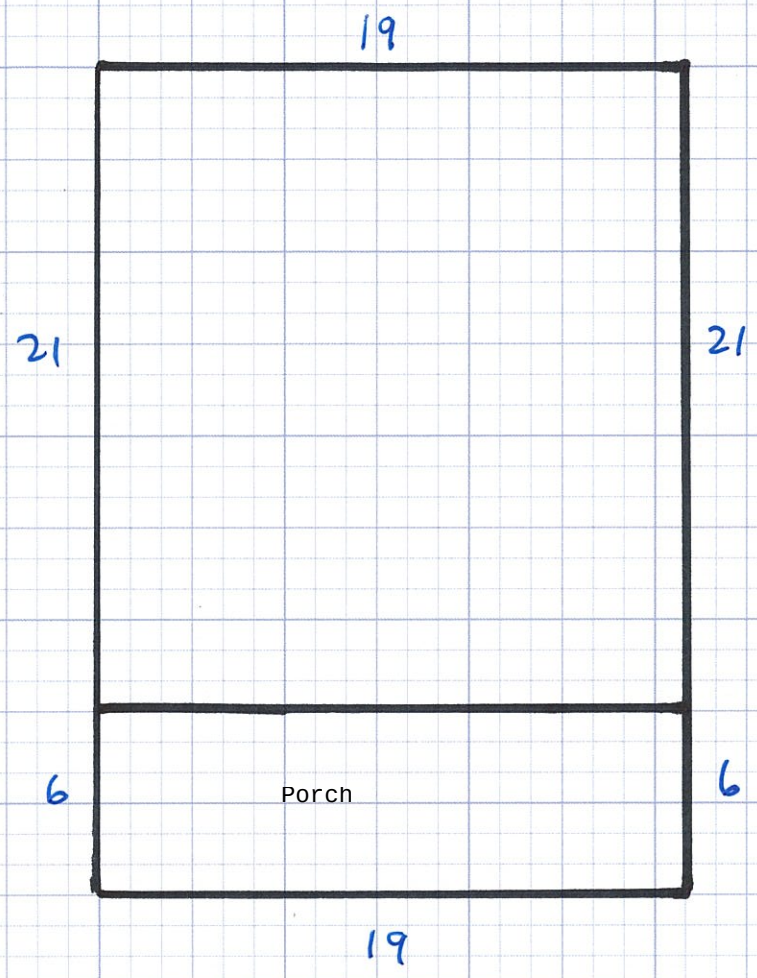


Lease Lot locations
Water
Roads
Streams

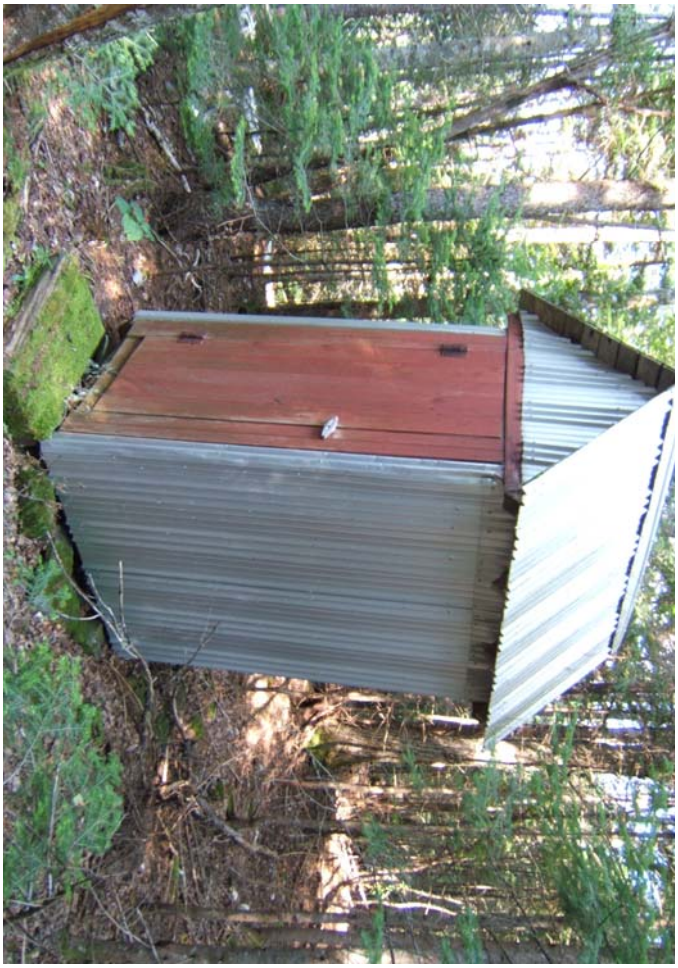
Lease location coordinates
are from the center of the lot

PlumCreek

PHILBRICK/GATES - CHASE STREAM TWP.



Additional Buildings:
Wood Shed: 8' X 9'
Outhouse: 4' X 5'



PROPERTY RECORD CARD - TOWNSHIP

T1 R6 BKP WKR

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE	
Gates Katherine		9/1/2000		10/1/1997	2369 / 106	MAP NO. SO013
		per inventory		probate		PLAN NO. 01
						LOT NO. 2.5
						LEASE NO. loc - 0
						LEASE FROM PLUM CREEK 1
						SUDB LOT #
						EXEMPT
						CARD of

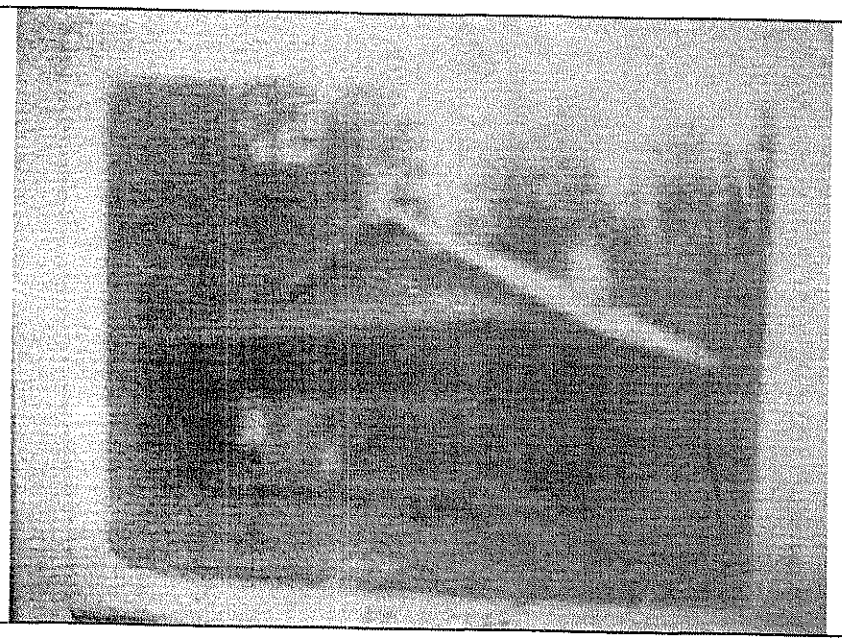
Account # 258160028

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

camp 1/2 mile down hill

Notes:
from dooryard of lod , head north on main rd, bearing left at first fork 2.2 miles and look for atv trail down through edge of tree plantation.

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$7,030
ADDITIONAL CARDS	
TOTAL VALUE	$7,030

September 2009

Philbrick/Gates - Chase Stream Twp.

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258160028

Foundation	1	Mud Sills	No Basement Area	(3,810)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2.5	brds - alium		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	logs	Finished Loft Area	0
Floors	2	Softwood Softwood Linoleum		
Heating	1	None	No Heat Area	(359)
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	15.0	SURVEY BY	Total Adds & Deducts	(6,299)
GRADE	1.50			
COND.	60%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

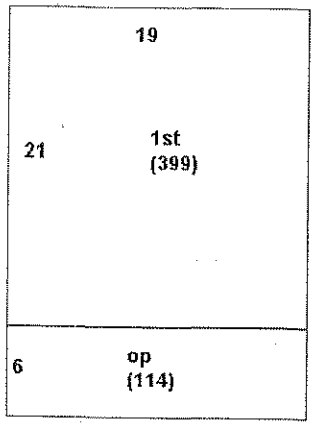
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	0.05
No Elec	
Services	
Topo	
TOTAL	0.05
FACTOR	0.95

Gates Katherine

Stories	Grade	Area	Cost Rep.
1st	1.5	399	13650
OP	2	114	2430
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	16080
Adjustment =	(6,299)
Adjusted Cost Rep	9,781
x Current Cost Factor	12,230
Condition	0.6
Functional Factor	1
Economic Factor	0.95
Cost Rep Less Dep	6970
Plus Outbuildings	60
TOTAL VALUE BUILDINGS	**7030**



OUTBUILDING	wd shed				
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	8.3	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons	viu				
Unit Cost	50				
COST FACTOR	63	0	0	0	0
Phys / Func / Ec %	1 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	60	0	0	0	0

September 2009

Philbrick/Gates - Chase Stream Twp.

Leased Lot #17

	Township	County	Lessee	Description
17	Elliottsville	Piscataquis	RICKY B. CLOWRY	Lease lot on Big Wilson Stream, near mouth of Thompson Brook in Elliottsville, Piscataquis County, Maine (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 1180

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and RICKY B CLOWRY ("Lessee") whose address is , 285 Wellington Road, Harmony, ME 04942 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Greenville ("Leased Premises"):

Lease lot on Big Wilson Stream, near mouth of Thompson Brook in Elliottsville, Piscataquis County, Maine; said lot is outlined in red on the attached map which is a part of this lease; said lease lot is one-half (1/2) acre in size.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: RICKY B CLOWRY
285 Wellington Road
Harmony, ME 04942

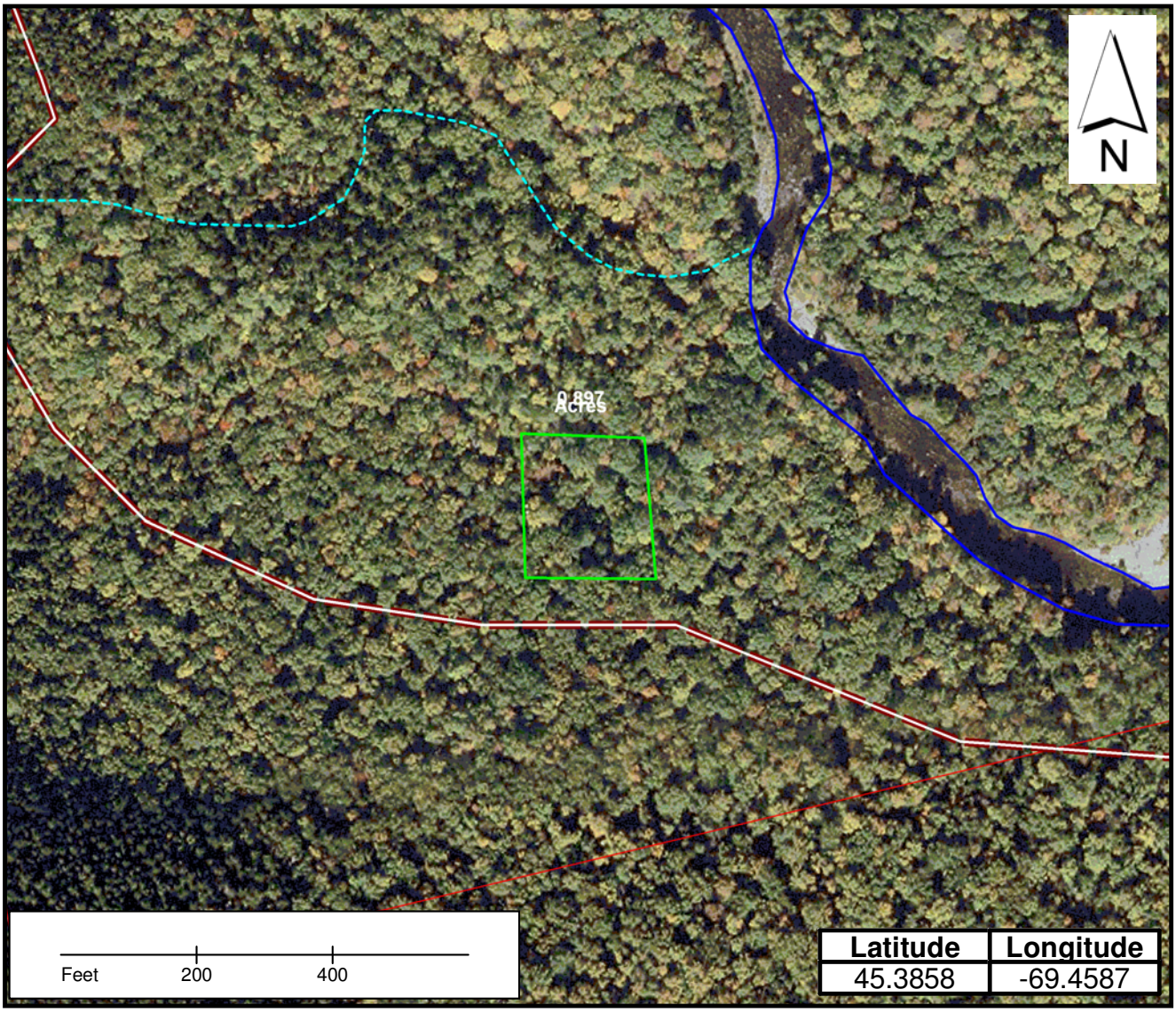
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
RICKY B CLOWRY

Elliotsville

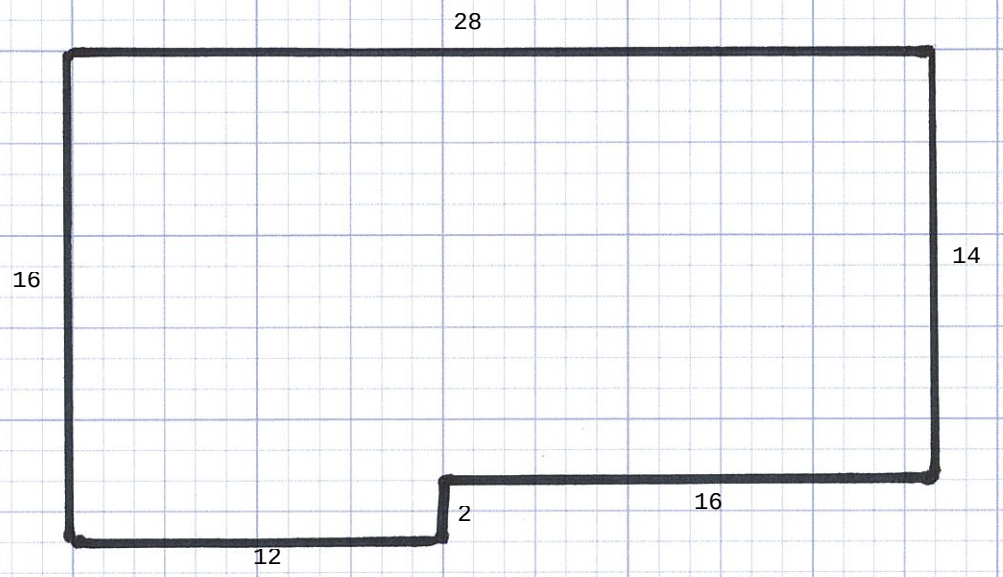


Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

CLOWRY - ELLIOTSVILLE



Additional Buildings:
Shed: 13' X 22'

PROPERTY RECORD CARD - TOWNSHIP Elliottsville COUNTY PISCATAQUIS

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
CLOWRY RICK B			/		/

MAP NO.	PI084
PLAN NO.	01
LOT NO.	3
LEASE NO.	Loc N
LEASE FROM	Plum Creek
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

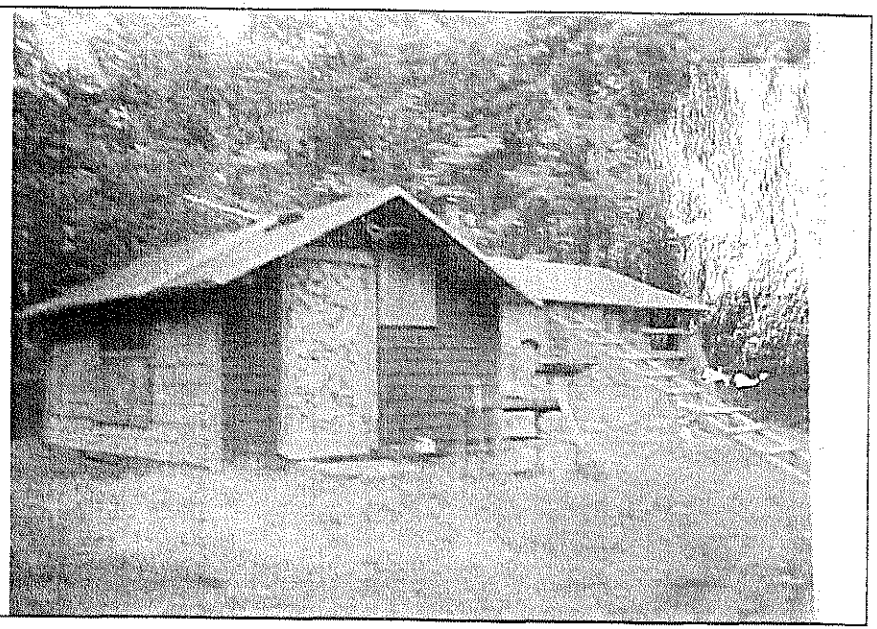
Account # 210800016

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
4 Wheeler Trail upwilson Stream from across bridge at lower campground or come downstream not visisble from trail

Date Printed 1/17/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$5,330
ADDITIONAL CARDS	
TOTAL VALUE	$5,330

Clowry - Elliotsville

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 210800016

Foundation	1	Posts	No Basement Area	(3,328)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	1.7	Boards Roll		
Interior	1	Unfinished	Loft Area	0
Exterior	2	Bds Ply/Batten	Finished Loft Area	0
Floors	2	Plywood No Cover		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	13.7	SURVEY BY Anthony Neves 07/18/95	Total Adds & Deducts	(5,188)
GRADE	1.37			
COND.	55%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/3/05

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

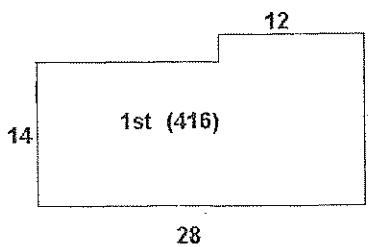
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	0.05
No Elec	
Services	
Topo	
TOTAL	0.05
FACTOR	0.95

CLOWRY RICK B

Stories	Grade	Area	Cost Rep.
1st	1.37	416	12770
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	12770
Adjustment =	(5,188)
Adjusted Cost Rep	7,582
x Current Cost Factor	9,480
Condition	0.55
Functional Factor	1
Economic Factor	0.95
Cost Rep Less Dep	4950
Plus Outbuildings	380
TOTAL VALUE BUILDINGS	**5330**



OUTBUILDING	Wd Shed				
Floors	Wood				
Foundation					
Ext. Walls	Roll				
Roof	Roll				
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	10.3	0	0	0	0
Size	13x22				
Area					
COST OF REP	0	0	0	0	0
Unit Additons	VIU				
Unit Cost	300				
COST FACTOR	375	0	0	0	0
Phys / Func / Ec %	1 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	380	0	0	0	0

Leased Lot #18

	Township	County	Lessee	Description
18	Indian Stream	Somerset	MELISSA SANFORD	Approximately near Moore's Siding on the old railroad track acres of land, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-02

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Melissa Sanford ("Lessee") whose address is 313 Burns Road, Augusta, ME4330 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Somerset County ("Leased Premises"):

near Moore's Siding on the old railroad track
approximately 0.50 acres of land, encompassing lessee's existing improvements located near Moore's Siding on the old railroad track

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of ME and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Timber Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek Timber Company
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Melissa Sanford
313 Burns Road
Augusta, ME 4330

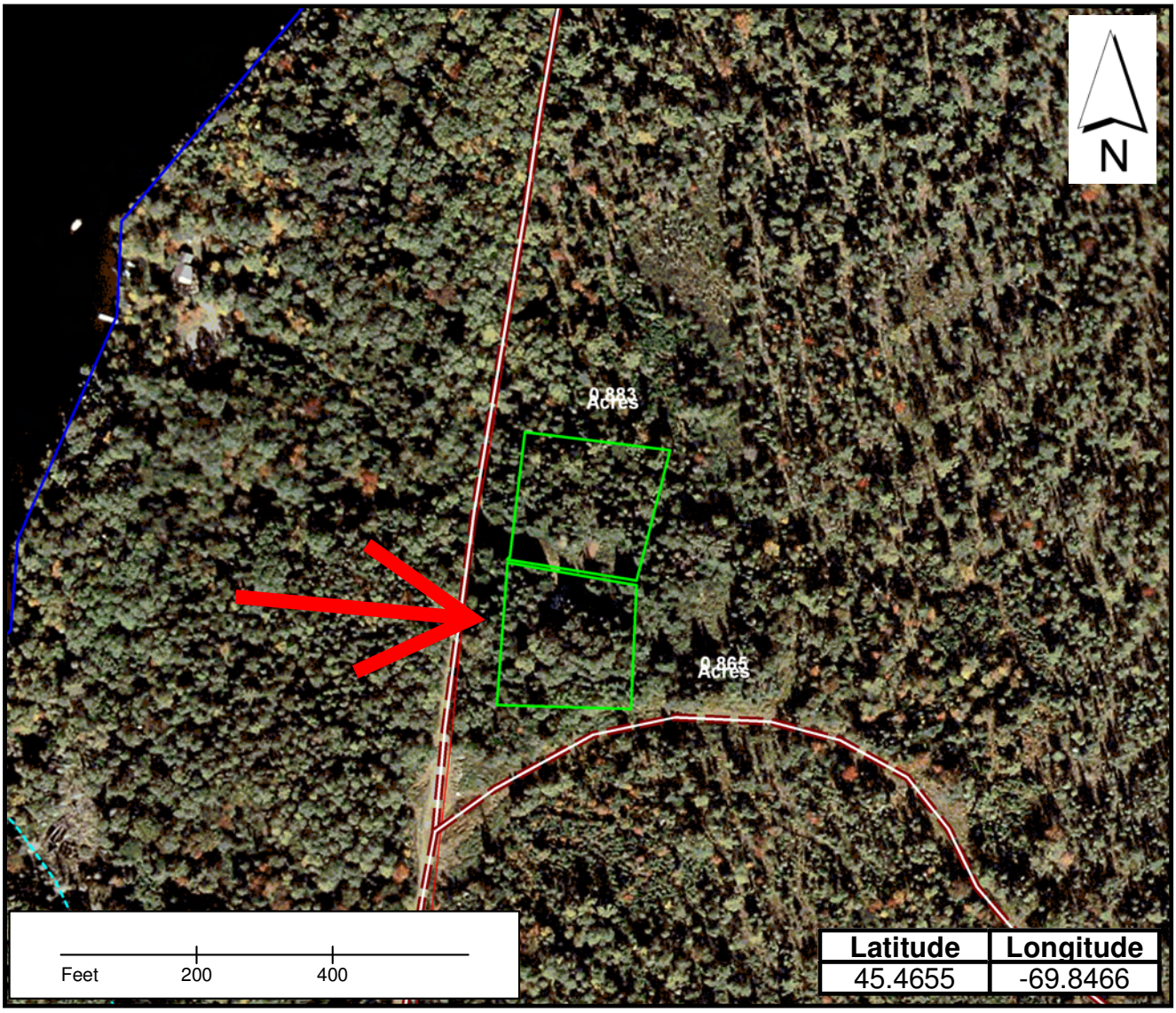
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: Plum Creek Timber Company

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
Melissa Sanford

Indian Stream



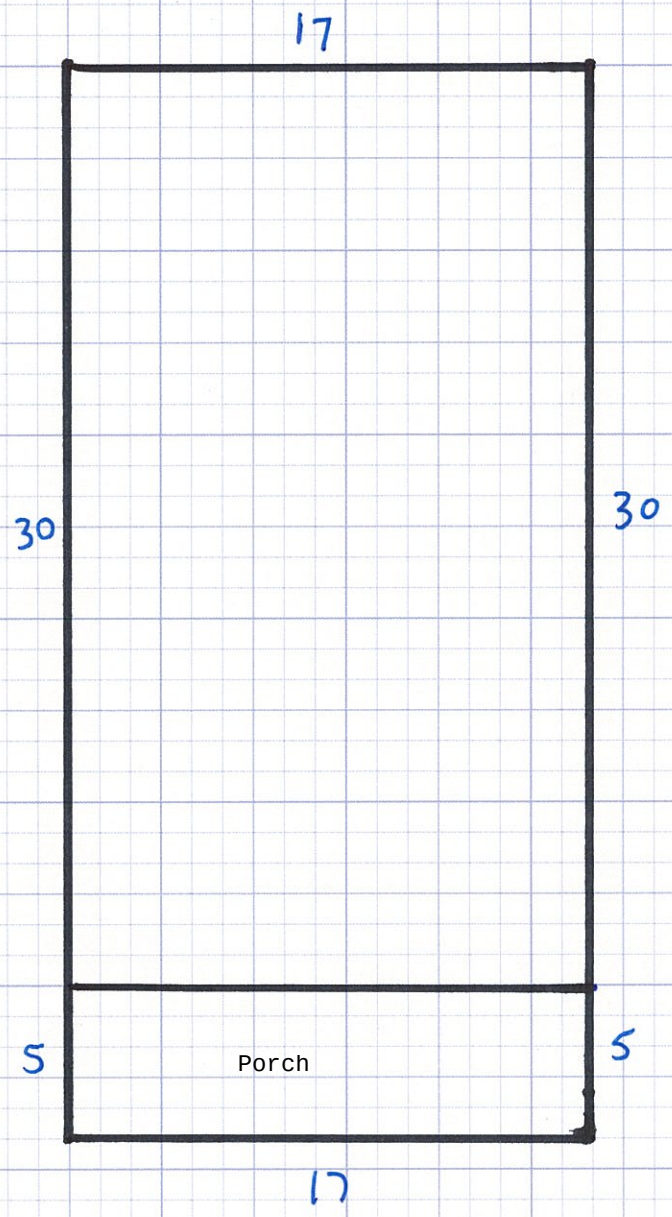
Latitude	Longitude
45.4655	-69.8466

Lease Lot locations
Streams
Water
Roads

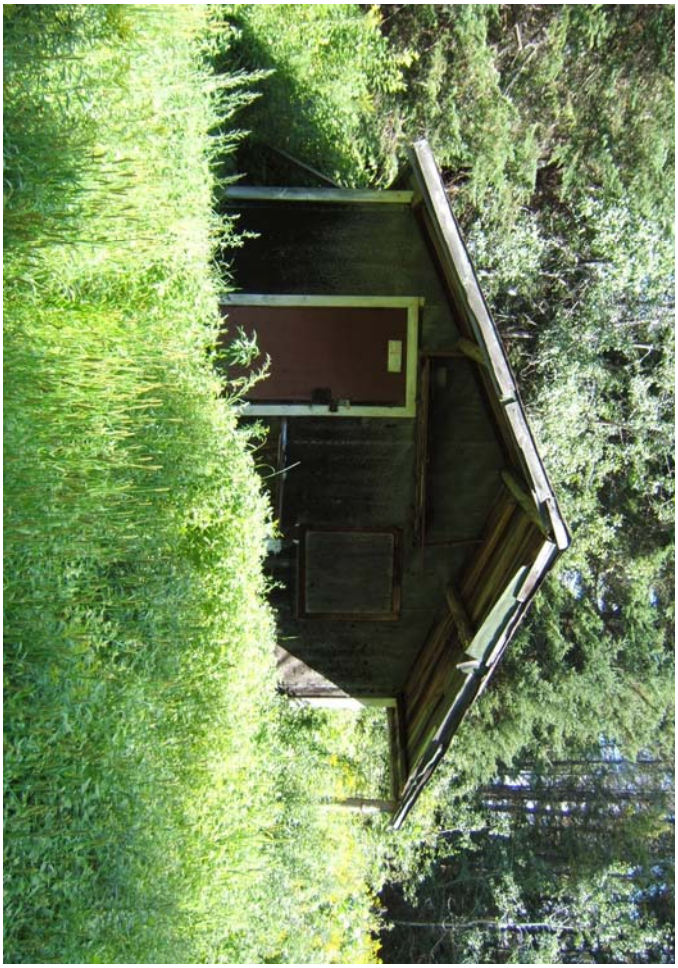
Lease location coordinates are from the crnter of the lot. Coordinates are for the North lot.

PlumCreek

SANFORD - INDIAN STREAM TWP.



Additional Buildings:
Outhouse 4' X 4'



PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP EKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
~~DUMONT MELISSA~~				3/11/07	
BERRY, MARK JAMES W				Per Plum Creek	
Sanford, Melissa (name change)					

MAP NO.	SO030
PLAN NO.	01
LOT NO.	2
LEASE NO.	73
LEASE FROM	FORESTREE
SUDB LOT #	
EXEMPT	
CARD	1 of 1

Account # 258280003

911 Road Name

313 Burns Rd
Augusta ME 04330

Date of Review 7/18/2007 Review by R Moreau
cond down

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates
N45 27 54.8 W69 50.4 48.2

Notes:
Near Moore's Siding - REAR LOT

Date Printed 8/13/2007

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$3,730
ADDITIONAL CARDS	
TOTAL VALUE	$3,730

September 2009

Sanford - Indian Stream

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258280003

Foundation	1	stone brick	No Basement Area	(3,944)
Basement	1	None	Finished Area	0
Framing	2	logs		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1	No IVSP	Loft Area	0
Exterior	1	Roll	Finished Loft Area	0
Floors	2	softwood softwood		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	13.0	SURVEY BY Roland Moreau 07/18/07	Total Adds & Deducts	(5,804)

GRADE	1.30
COND.	50%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
lack of utility	0.3
TOTAL	0.3
FACTOR	0.7

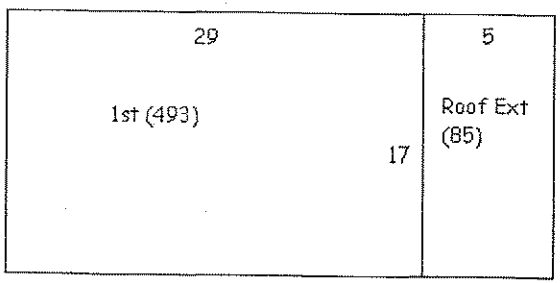
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

DUMONT MELISSA

Stories	Grade	Area	Cost Rep.
1st	1.3	493	13320
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	13320
Adjustment =	(5,804)
Adjusted Cost Rep	7,516
x Current Cost Factor	9,400
Condition	0.5
Functional Factor	0.7
Economic Factor	1
Cost Rep Less Dep	3290
Plus Outbuildings	440
TOTAL VALUE BUILDINGS	**3730**



OUTBUILDING	Roof Ext				
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost	3.5				
TOTAL COST	11.8	0	0	0	0
Size	5x17				
Area	85				
COST OF REP	1003	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	1254	0	0	0	0
Phys / Func / Ec %	0.5 / 0.7 / 1	/ /	/ /	/ /	/ /
RCNLD	440	0	0	0	0

September 2009

Sanford - Indian Stream

Leased Lot #19

	Township	County	Lessee	Description
19	Indian Stream	Somerset	RICHARD & ROLAND LEGENDRE	Approximately near Moore's Siding on the old railroad track, encompassing lessee's existing improvements located near Melissa Dumont (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-30

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Richard Legendre & Roland Legendre ("Lessee") whose address is 56 Robinson Gardens, Lewiston, ME4240 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Somerset County ("Leased Premises"):

near Moore's Siding on the old railroad track
approximately 0.50 acres of land, encompassing lessee's existing improvements located near Moore's Siding on the old railroad track

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Me and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Timber Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek Timber Company
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Richard Legendre & Roland Legendre
56 Robinson Gardens
Lewiston, ME 4240

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

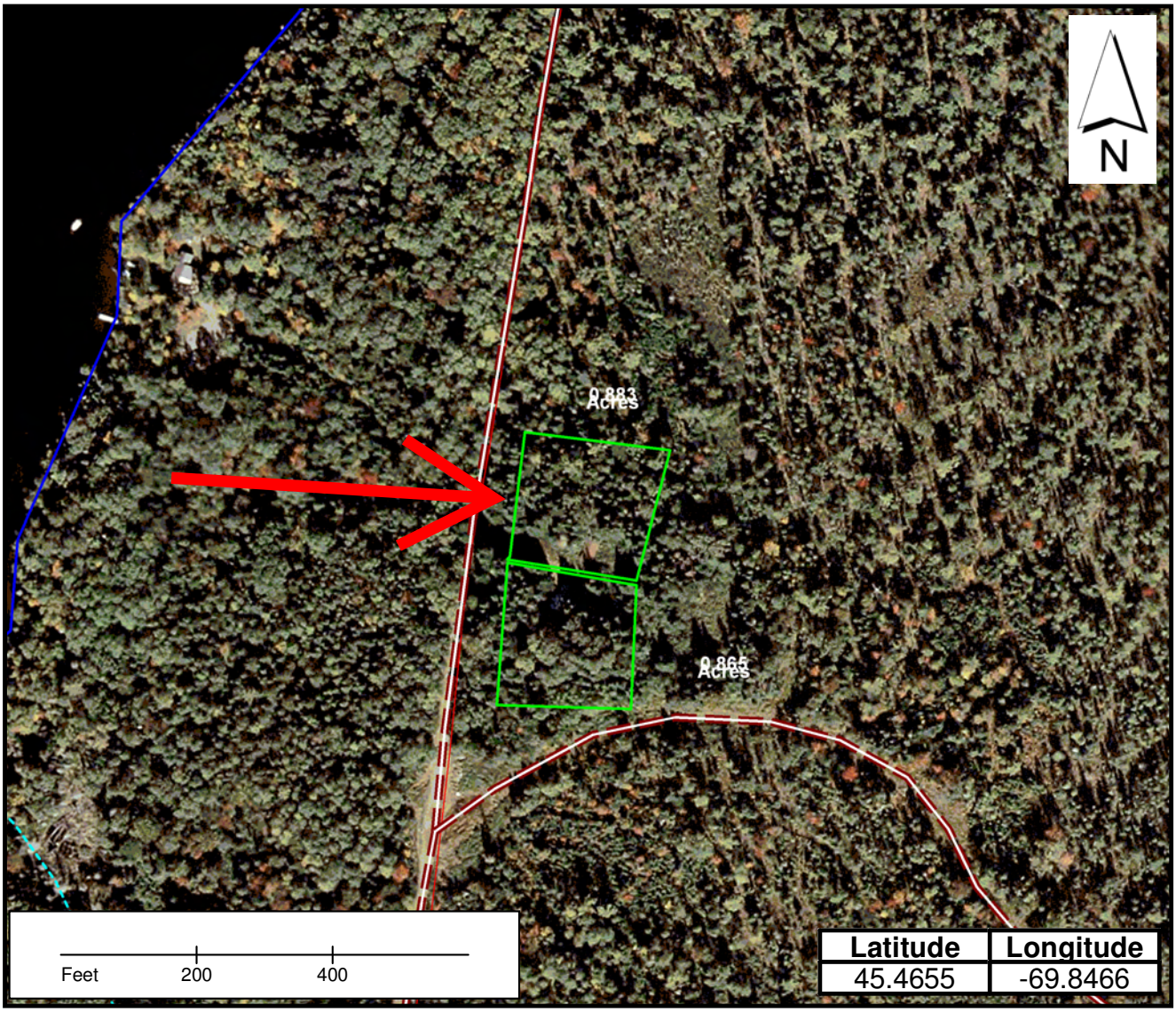
LESSOR: Plum Creek Timber Company

BY: Timothy Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Richard N. Legendre
Richard Legendre

Roland Legendre
Roland Legendre

Indian Stream



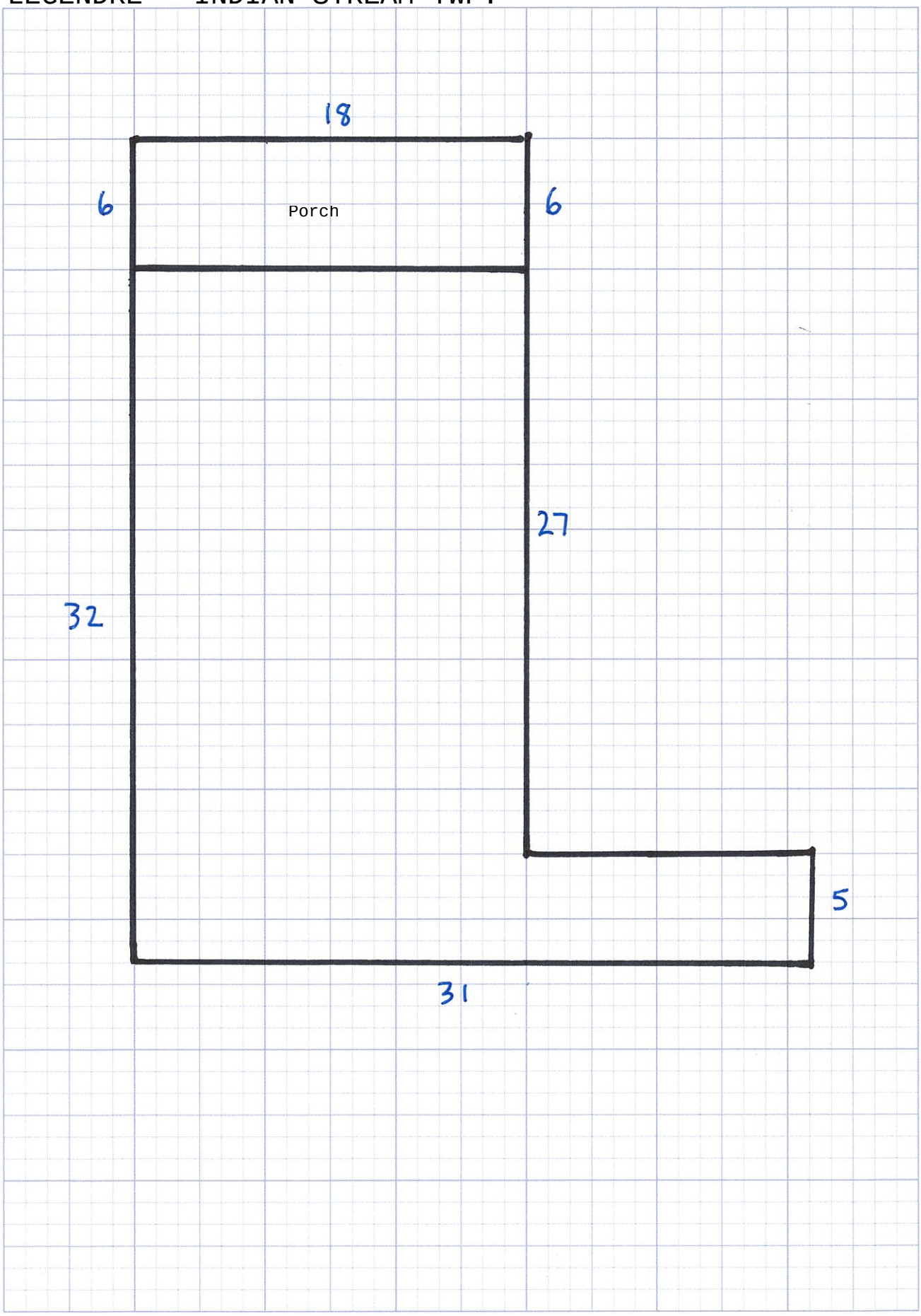
Latitude	Longitude
45.4655	-69.8466

Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot. Coordinates are for the North lot.

PlumCreek

LEGENDRE - INDIAN STREAM TWP.



315

PROPERTY RECORD CARD - TOWNSHIP T1 R6 BKP EKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
LEGENDRE RICHARD & ROLAND				1/1/2007	
LEGENDRE JOHN P				Per Plum Creek	

MAP NO.	SO030
PLAN NO.	01
LOT NO.	2
LEASE NO.	Loc H
LEASE FROM	FORESTREE
SUDB LOT #	
EXEMPT	
CARD	1 of 1

Account # 258280011

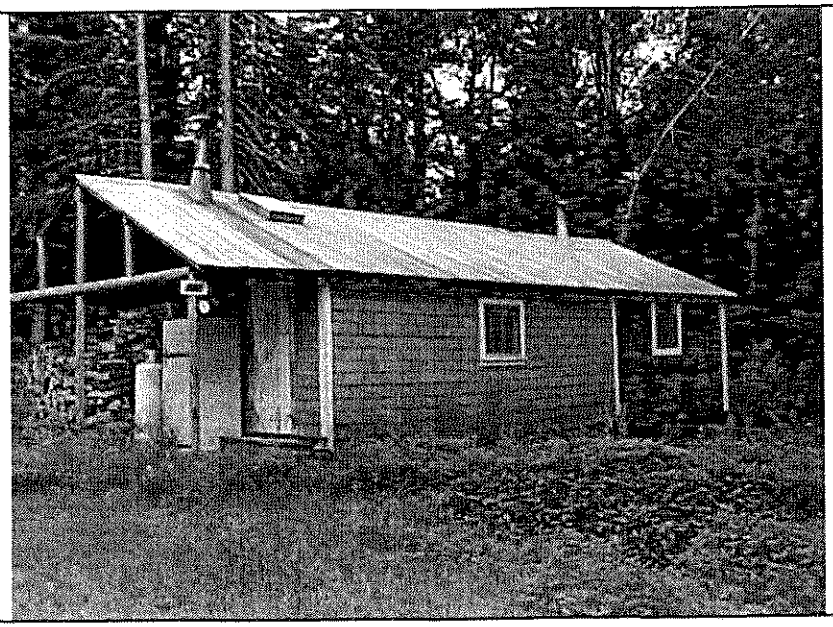
911 Road Name 315

Date of Review 7/18/2007 Review by R Moreau

+foundation cond to 55%

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates N45 27 54.8 W69 50.4 48.2

Notes: REAR LOT

Date Printed 8/13/2007

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$8,890
ADDITIONAL CARDS	
TOTAL VALUE	$8,890

September 2009

Legendre - Indian Stream

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258280011

Foundation	1.5	Posts on concrete pads/steel beam	No Basement Area	(4,608)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	2	Boards Metal		
Interior	1	Unfinished	Loft Area	0
Exterior	1.7	Bds Roll-Asp-Asph shgl	Finished Loft Area	0
Floors	2	softwood no cover		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	14.2	SURVEY BY James P. Robinson 07/18/07	Total Adds & Deducts	(6,468)
GRADE	1.42			
COND.	55%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

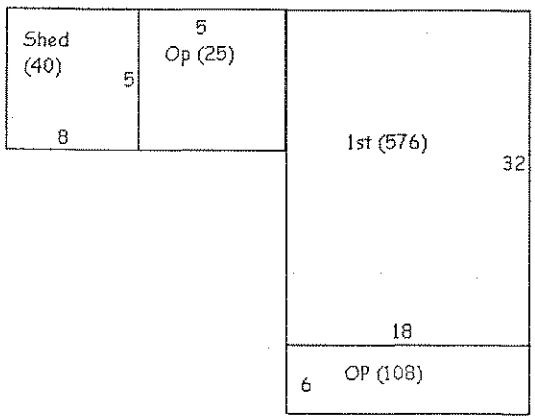
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

LEGENDRE RICHARD & ROLAND

Stories	Grade	Area	Cost Rep.
1st	1.42	576	15960
op	1	186	2870
OP	1	25	370
	0		0
	0		0
	0		0
Mh	*L*	*W*	0

Total Cost Rep	19200
Adjustment =	(6,468)
Adjusted Cost Rep	12,732
x Current Cost Factor	15,920
Condition	0.55
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	8760
Plus Outbuildings	130
TOTAL VALUE BUILDINGS	**8890**



OUTBUILDING	att-shed				
Floors	Wood				
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	10.3	0	0	0	0
Size	5x8				
Area	40				
COST OF REP	412	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	515	0	0	0	0
Phys / Func / Ec %	0.5 / 0.5 / 1	/ /	/ /	/ /	/ /
RCNLD	130	0	0	0	0

September 2009

Legendre - Indian Stream

Leased Lot #20

	Township	County	Lessee	Description
20	Lily Bay	Piscataquis	INLAND FISH & WILDLIFE	Lease site for camp and site for use as a warden's camp in TA R14 WELS, Piscataquis County, Lily Bay, just south of Frenchtown line on the northwest side of Ripogenus Road near the old gravel pit. Lease # 116 (acreage unspecified).

Plum Creek Maine Timberlands

No. 116

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and INLAND FISH & WILDLIFE ("Lessee") whose address is STATE HOUSE STATION 41, AUGUSTA, ME 04333 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lease site for camp and site for use as a warden's camp in TA R14, WELS, Piscataquis County, Lily Bay, just south of Frenchtown line on the northwest side of Ripogenus Road near the old gravel pit.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: INLAND FISH & WILDLIFE
STATE HOUSE STATION 41
AUGUSTA, ME 04333

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: Timothy Dorrell

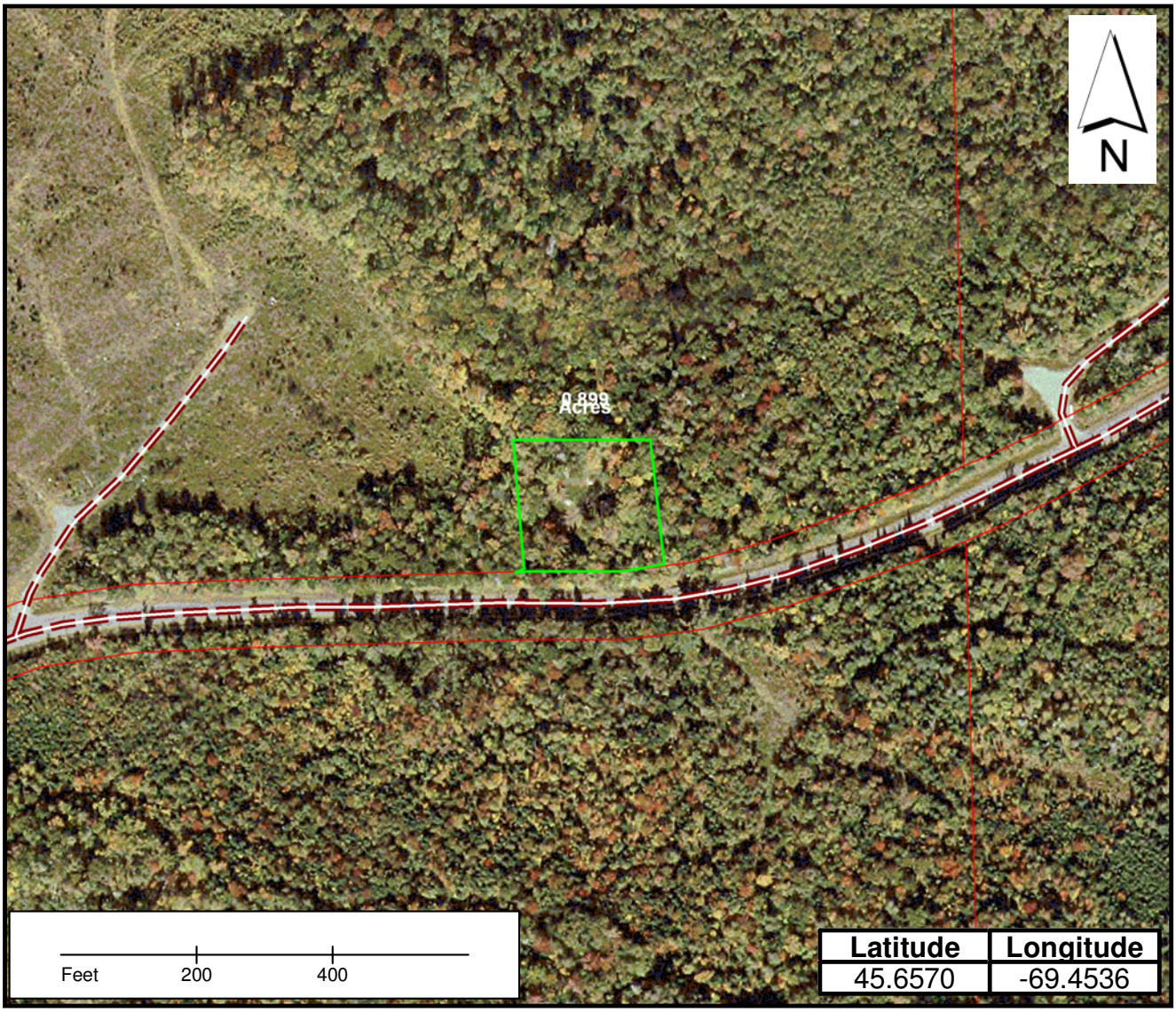
Timothy Dorrell, Senior Resource Manager

LESSEE: Ronald W. Taylor

INLAND FISH & WILDLIFE

Ronald W Taylor

Lily Bay

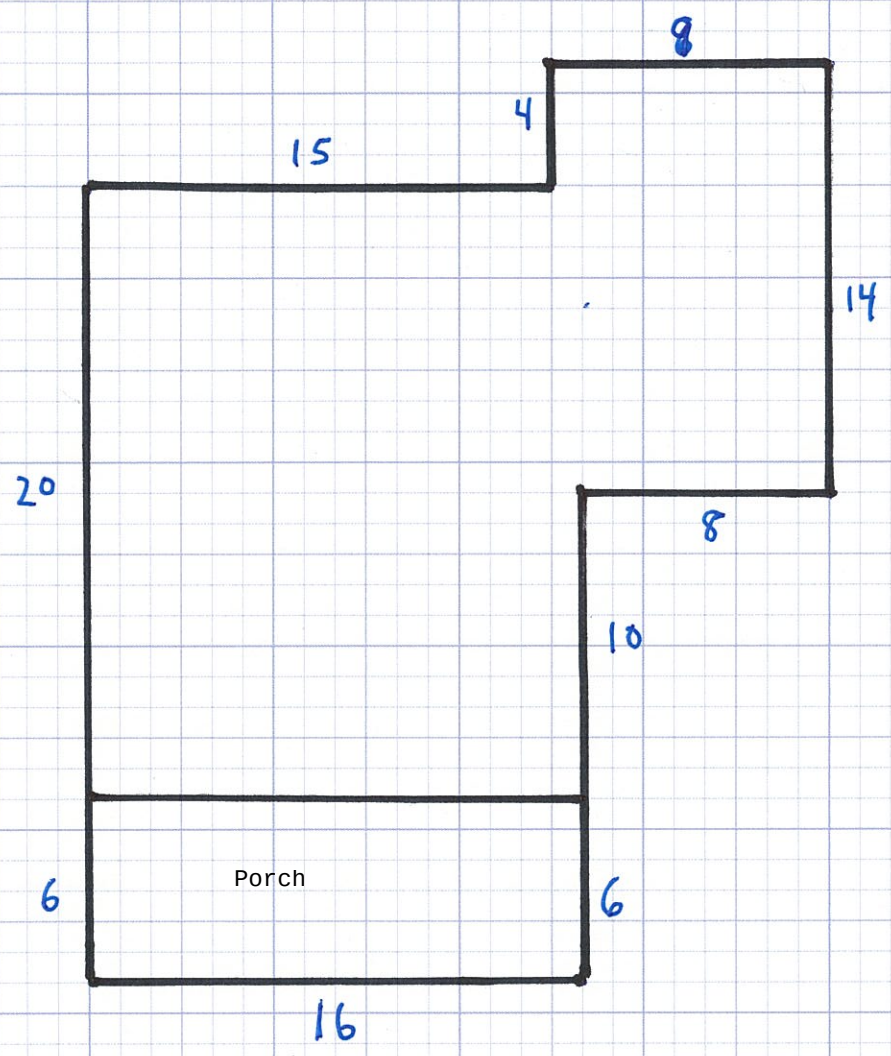


Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

MAINE IF&W - LILY BAY



Additional Buildings:
Outhouse: 4' X 5'

PROPERY RECORD CARD - TOWNSHIP TA R14 WELS

COUNTY PISCATAQUIS

NAME	REMARKS	DATE	BOOK/PAGE	DATE	BOOK/PAGE	
Maine State of						MAP NO. PI060
						PLAN NO. 01
						LOT NO. 1 loc A
						SUDB. LOT
						EXEMPT STATE
						LEASE NO.
						LEASE FROM

Review date 5/19/2004

Review by

Comment

leveling & minor maintenance work

Account #

218150161

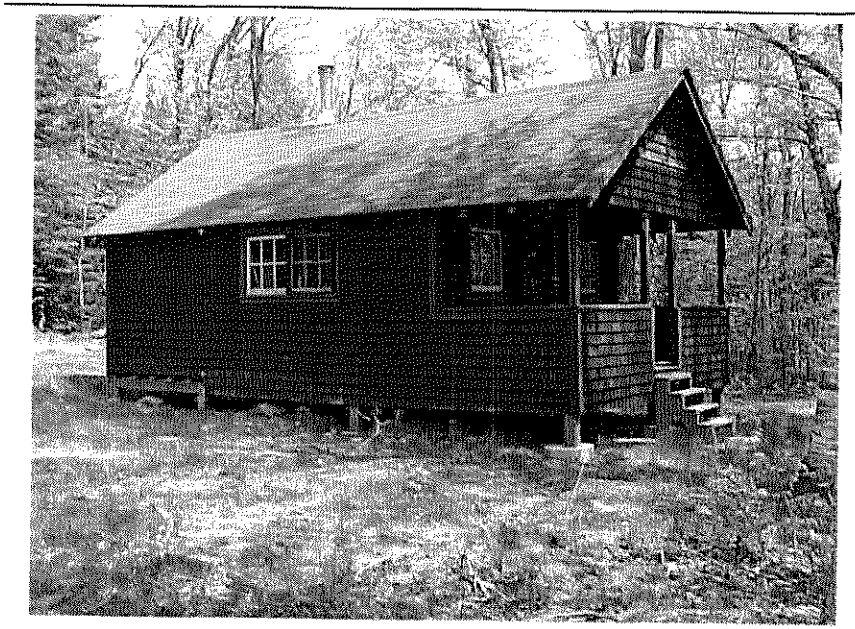
Building 1 of 1

911 Road Name

ADDRESS

TA R14 WELS (LILY BAY), PISCATAQUIS

Map PI060 Plan 01 Lot 1 loc A



LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
			0	$0	0.00

Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Leased Lot	0.00	$15,500	0.00	$0
Acreage	0.00	$350		$0
Wet Land/Barren	0.00	$90		$0

Topography Adj 0.00

Waterfront Front Feet	0	Depth Factor	Excess Factor	
First 250 fr ft		0.00	0.90	$0
Next 300 fr ft	0	0.00	0.50	$0
550+ fr ft	0	0.00	0.35	$0

0.00 Waterfront Acres 0.00 Total Waterfront Value $0

Topography

Lake Name

Other	Acres	$/ac	Topography	
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0

Paving 0 $0 Well Type $0

GPS Coordinates

Notes

northwest side road from Greenville to Kokadjo. Headed north, last driveway on left before frenchtown town line

Date Printed 6/30/2009

0.00ac. Unclassified	**$0**
Total Buildings:	**$7,170**
Tree Growth Valuation:	**$0**
Total Property:	**$7,170**
Tree Growth Acres:	**0.00**
Total Acres:	**0.00**

September 2009

MEIFW - Lily Bay

Window Inspection

CONSTRUCTION DETAILS

Foundation	1.50	Posts on concrete pads
Basement	1.00	None
Framing	2.00	Camp Style
Roof	2.00	Boards Lightweight Asphalt Shingles
Interior	2.00	pine bd W&C
Exterior	2.00	Boards Wood Shingles
Floors	2.00	Softwood old HW
Heating	1.00	None
Plumbing	1.00	None
Lighting	1.00	None
TOTAL	15.50	SURVEY BY 5/19/2004
GRADE	1.55	
COND.	70 %	

ADDS/DEDUCTS

No basement area	0	-3056
Finished area	0	0
Loft area	0	0
Finished loft area	0	0
No heat area	0	-288
		-2130
Other		0
Total Adds & Deducts		-5474

Account # **218150161**

Maine State of

Stories	Grade	Area	Cost Rep
1 story	1.55	320	12710
	0.00	0	0
Mh	*L* 0	*W* 0	0

September 2009

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

FUNCTIONAL OBSOL %	
	0.00
	0.00
TOTAL	0.00
FACTOR	1.00

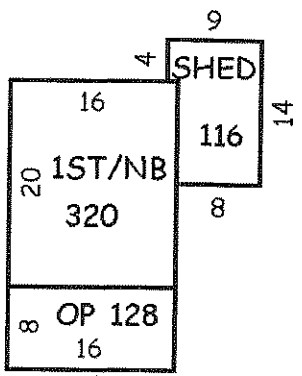
ECONOMIC OBSOL %	
Area	0.00
Access	0.00
No Elec	0.00
Services	0.00
Topo	0.00
TOTAL	0.00
FACTOR	1.00

Current Cost Factor
1.25

Building 1 of 1

Total Cost Rep	12710
Adjustment =	-5474
Adjusted Cost Rep	7236
x Current Cost Factor	9050
Condition	0.70
Functional Factor	1.00
Economic Factor	1.00
Cost Rep Less Dep	6330
Plus Outbuildings	840
TOTAL VALUE BUILDINGS	7170

Sketch Date: 4/9/2008



218150161

OUTBUILDING	att shed
Floors	Wood
Foundation	
Ext. Walls	Wd shingle
Roof	Asphalt shingle
Interior	
Wall-Height	
Electricity	
Other	
Other Cost	0
TOTAL COST	13
Size	8*14*9
Area	116
COST OF REP	1508
Unit Additions	
Unit Cost	0
COST FACTOR	1885
Phys/Func/Ec%	0.70/0.80/0.80
RCNLD	840

MEIFW - Lily Bay

Leased Lot #21

	Township	County	Lessee	Description
21	Rockwood Strip	Somerset	MICHAEL LEIGHTON et al	Camp in T2 R1 NBKP, Somerset County, commonly called Rockwood Strip, on westerly shore of Demo Pond (acreage unspecified).

Plum Creek Maine Timberlands

No. 70

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Michael L. Leighton et al ("Lessee") whose address is 31 Village Green Drive, Saco, ME 04072 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite in T2 R1, NBKP, Somerset County, commonly called Rockwood Strip, on westerly shore of Demo Pond.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Michael L. Leighton et al
31 Village Green Drive
Saco, ME 04072

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

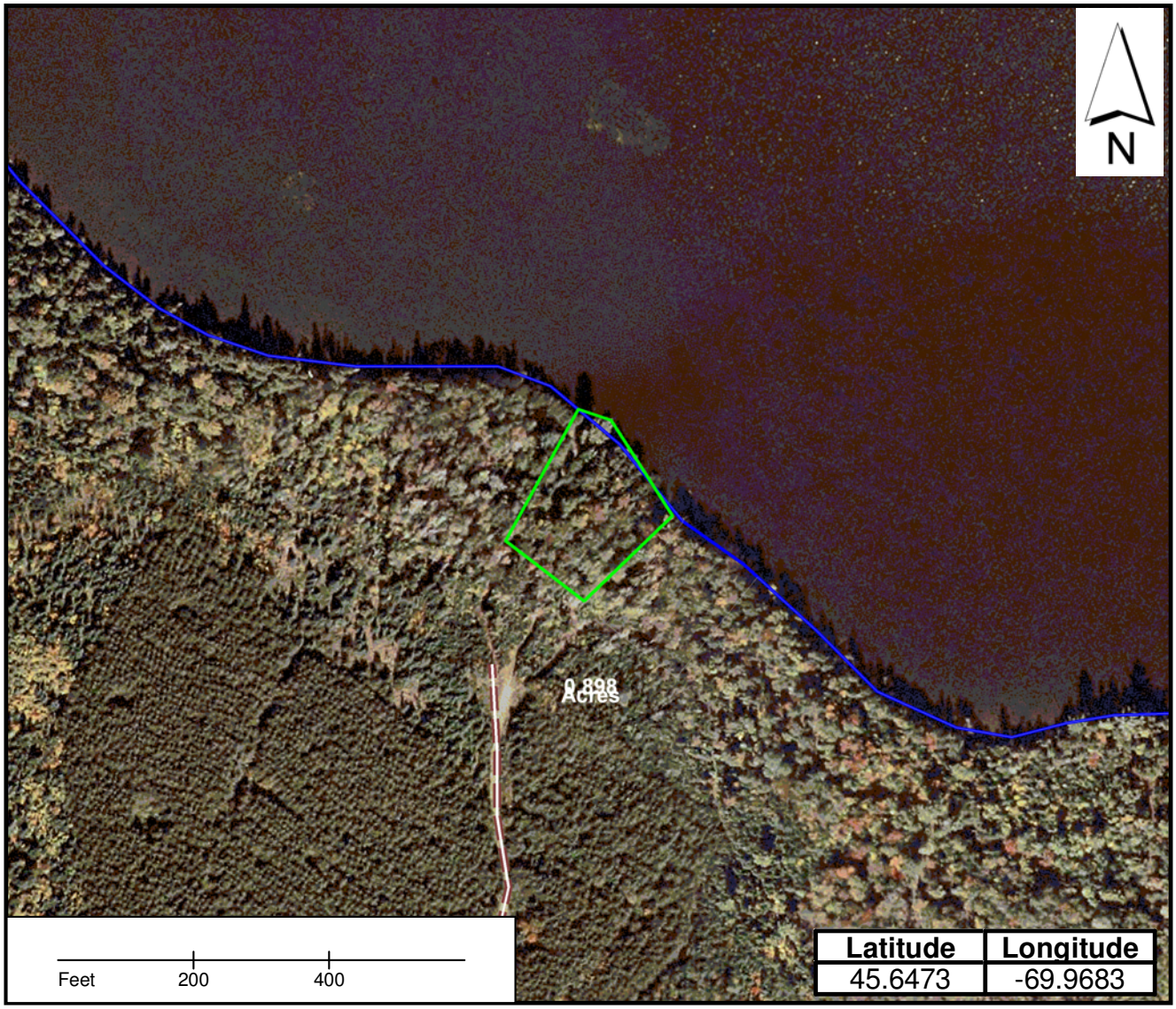
LESSOR: PCMT

BY: Timothy Dorrell

Timothy Dorrell, Senior Resource Manager

LESSEE: Michael L. Leighton et al

Michael L. Leighton et al



Lease Lot locations
Water
Roads
Streams

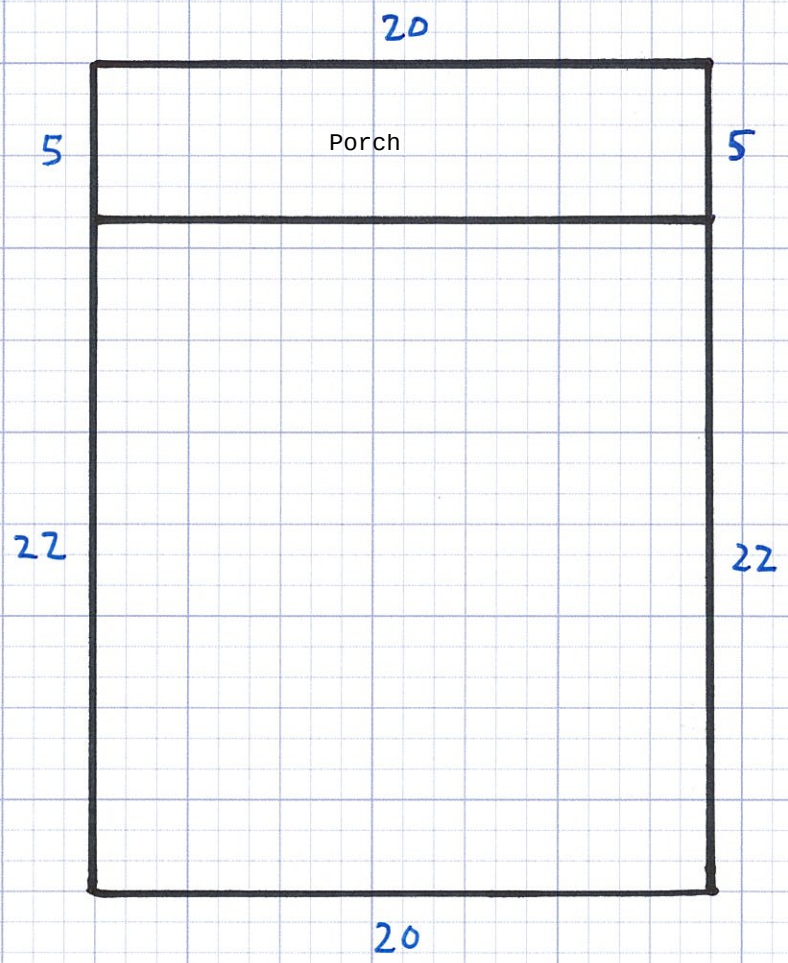
Lease location coordinates
are from the center of the lot

Leighton - Rockwood Strip

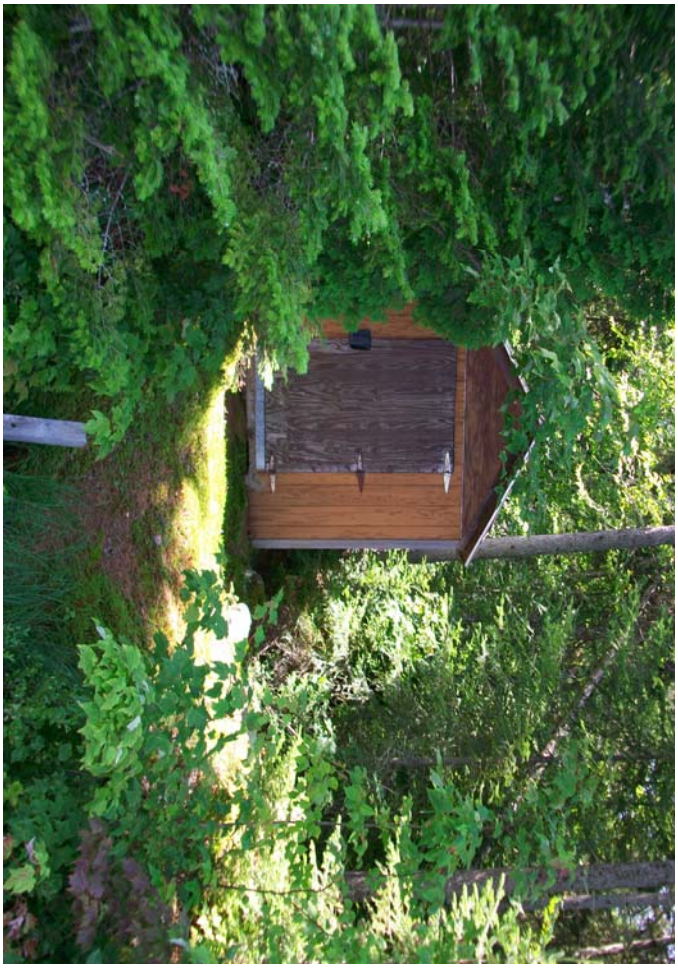
PlumCreek

September 2009

LEIGHTON - ROCKWOOD STRIP WEST



Additional Buildings:
Shed: 6' X 8'
Boathouse: 8' X 14'
Outhouse: 4' X 6'



PROPERTY RECORD CARD - TOWNSHIP

T2 R1 NBKP

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
LEIGHTON ALBERT K			/	1/1/1992	/

MAP NO.	SO032
PLAN NO.	01
LOT NO.	
LEASE NO.	70 Loc B
LEASE FROM	SD Warren
SUDB LOT #	
EXEMPT	
CARD	of

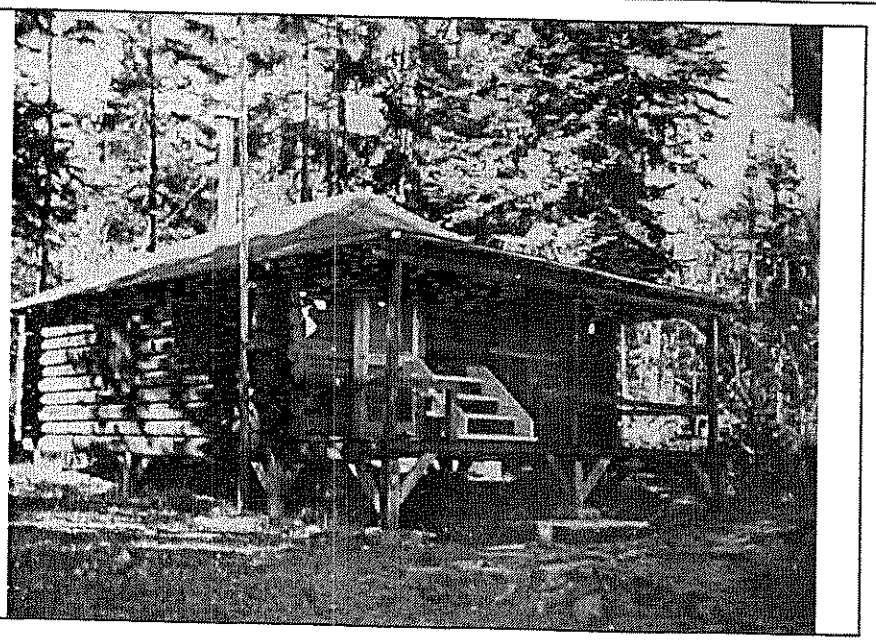
Account #
258450013

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
1st left after Stony Brook, 1st rt across reseeded black spruce clearout - 4wd rd To gate 300' to camp
Building info lost pick up on Review

Date Printed 5/12/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	~~$0~~
ADDITIONAL CARDS	9350
TOTAL VALUE	~~$0~~ 9350

Leighton - Rockwood Strip

September 2009

Leased Lot #22

	Township	County	Lessee	Description
22	Sandwich	Somerset	WALTER MORIN	Lease lot situated in Sandwich Township, T2 R1 NBKP, between the Canadian Pacific RR tracks and Brassua Flowage, more particularly being a lot surrounding the camp dwelling and abutting a woods road on its southwesterly boundary (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 1160

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and WALTER MORIN ("Lessee") whose address is , BOX 472, JACKMAN, ME 04945 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lease lot situated in Sandwich Township, T2 R1, NBKP, between the Canadian Pacific RR tracks and Brassua Flowage, more particularly being a one-half acre lot surrounding the camp dwelling and abutting a woods road on its southwesterly boundary.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: WALTER MORIN
BOX 472
JACKMAN, ME 04945

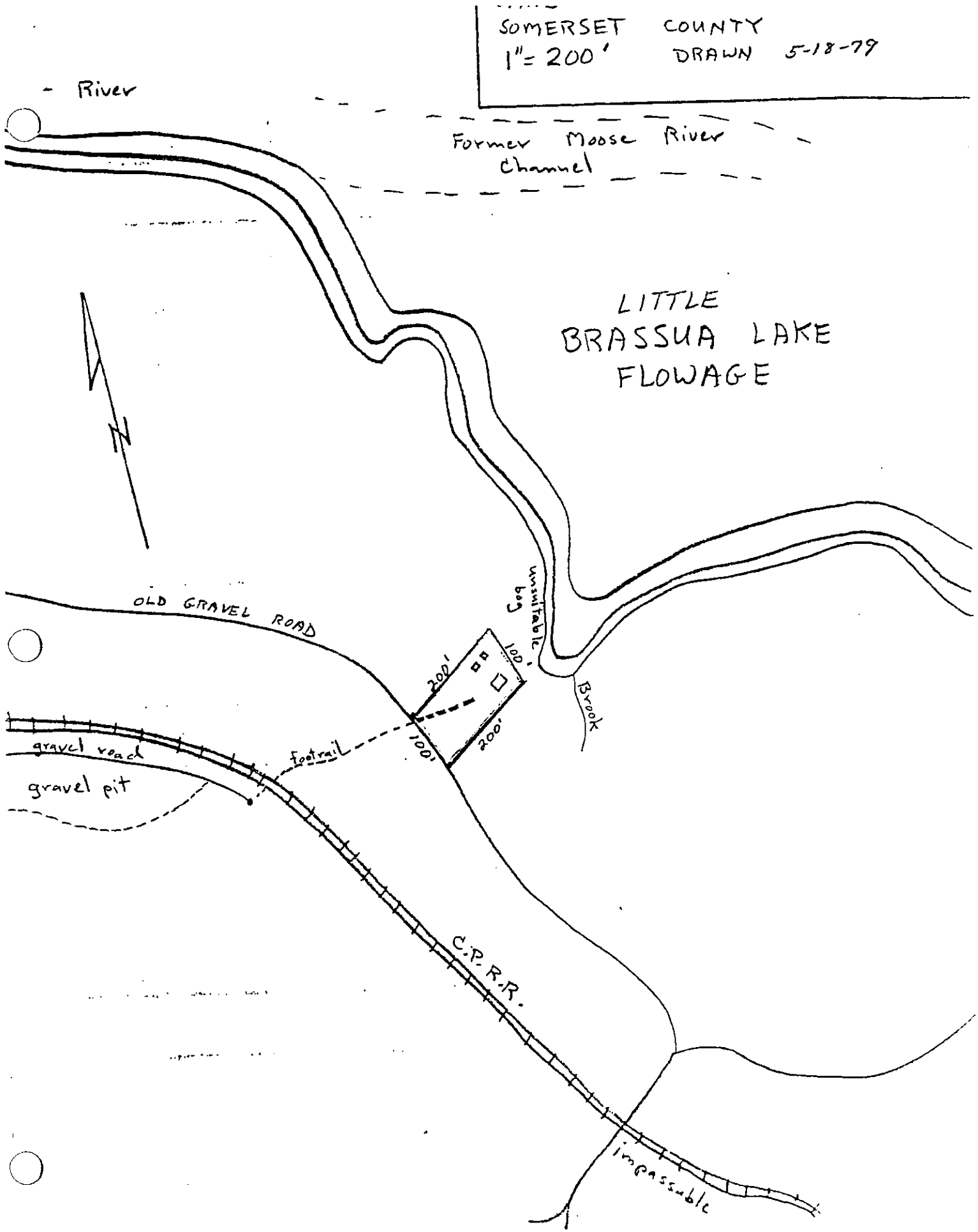
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

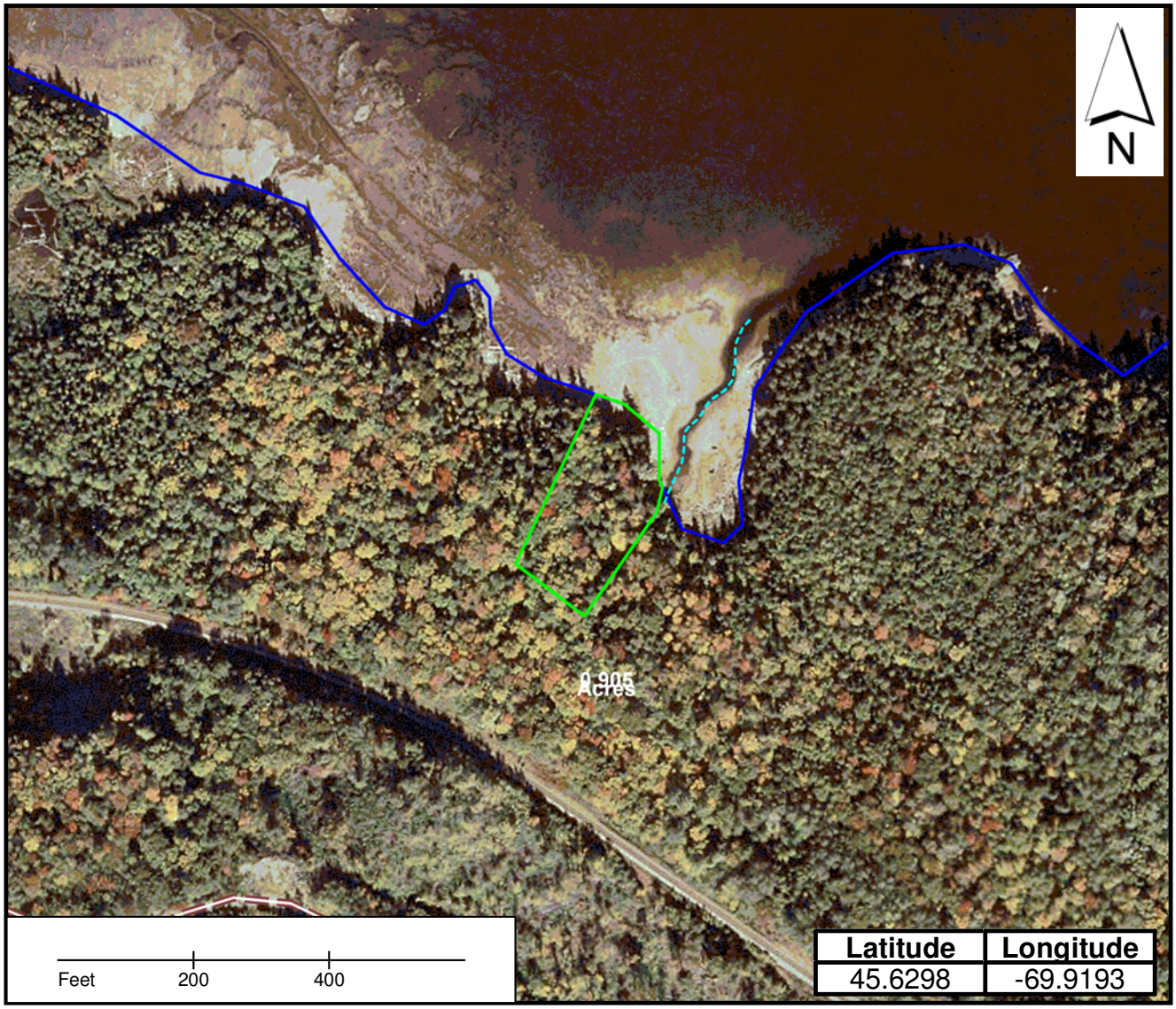
BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
WALTER MORIN

_____


SOMERSET COUNTY
1" = 200'
DRAWN 5-18-79
River
Former Moose River Channel
LITTLE BRASSUA LAKE FLOWAGE
N
OLD GRAVEL ROAD
Unsuitable bog
Brook
200'
100'
200'
100'
gravel road
gravel pit
footrail
C.P.R.R.
impassable

Sandwich

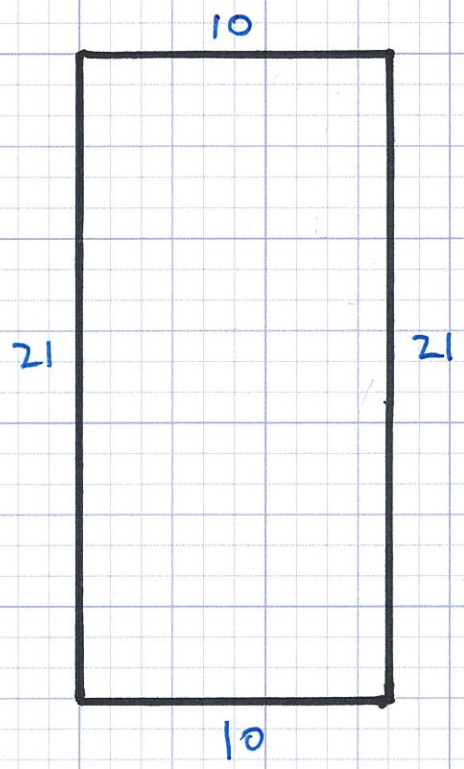


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

MORIN - SANDWICH ACADEMY



Additional Buildings:
Wood shed: 8' X 8'
Storage: 3' X 3'
Outhouse: 4' X 4'

PROPERTY RECORD CARD - TOWNSHIP T2 R1 NBKP COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
MORIN WALTER			/		/

MAP NO.	SO032
PLAN NO.	01
LOT NO.	2 Loc A
LEASE NO.	1160
LEASE FROM	Scott
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

Account # 258490014

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

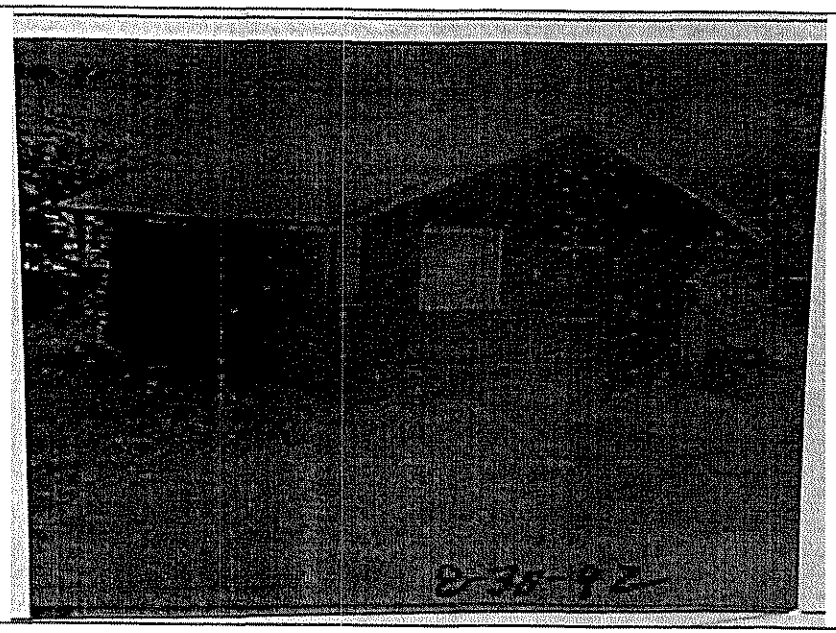
GPS Coordinates

Notes:
off Rt 16 take demo rd to rr tracks.take rt before tracks 1.1ml to left fork-go left 1.1 ml next fork-go left & park.walk across tracks rd leed to cam

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$1,850
ADDITIONAL CARDS	
TOTAL VALUE	$1,850

Morin - Sandwich



CONSTRUCTION DETAILS

ADDS / DEDUCTS 258490014

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY	Total Adds & Deducts 0
GRADE	0.00		
COND.			

FUNCTIONAL OBSOL %		ECONOMIC OBSOL %	
		Area	
		Access	
		No Elec	
TOTAL	0	Services	
FACTOR	1	Topo	
		TOTAL	0
		FACTOR	1

Current Cost Factor
1.25

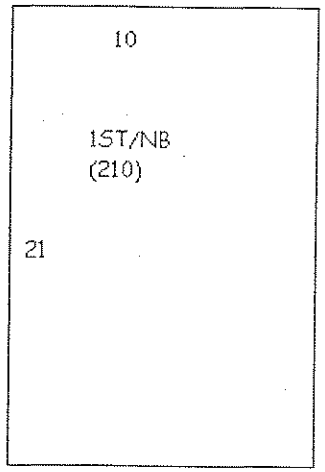
Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

MORIN WALTER

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	1850
TOTAL VALUE BUILDINGS	**1850**



OUTBUILDING	CAMP	SHED			
Floors	Wood				
Foundation					
Ext. Walls	Wd Shingle				
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	12.2	8.3	0	0	0
Size	10X21	6X8			
Area	210				
COST OF REP	2562	0	0	0	0
Unit Additons		viu			
Unit Cost		50			
COST FACTOR	3203	63	0	0	0
Phys / Func / Ec %	0.7 / 0.8 / 1	1 / 1 / 1	/ /	/ /	/ /
RCNLD	1790	60	0	0	0

Leased Lot #23

	Township	County	Lessee	Description
23	Smithtown (T1 R13 WELS)	Piscataquis	CAMP 1R13 ASSOCIATION	Lease lot encompassing all of that land lying within 50 feet of a camp now located on westerly side of Farrar Mountain Road near Hinckley Cove, Second Roach Pond, T1 R13 WELS, Piscataquis County (approximately 0.25 acres).

Plum Creek Maine Timberlands

No. 1156

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and CAMP 1R13 ASSOCIATION ("Lessee") whose address is 11 Sidelinger Road, Barry Farley, Union, ME 04862 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lease lot encompassing all of that land lying within 50 feet of a camp now located on westerly side of Farrar Mountain Road near Hinckley Cove, Second Roach Pond, T1 R13, WELS, Piscataquis County

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Piscataquis County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: CAMP 1R13 ASSOCIATION
Barry Farley
11 Sidelinger Road
Union, ME 04862

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

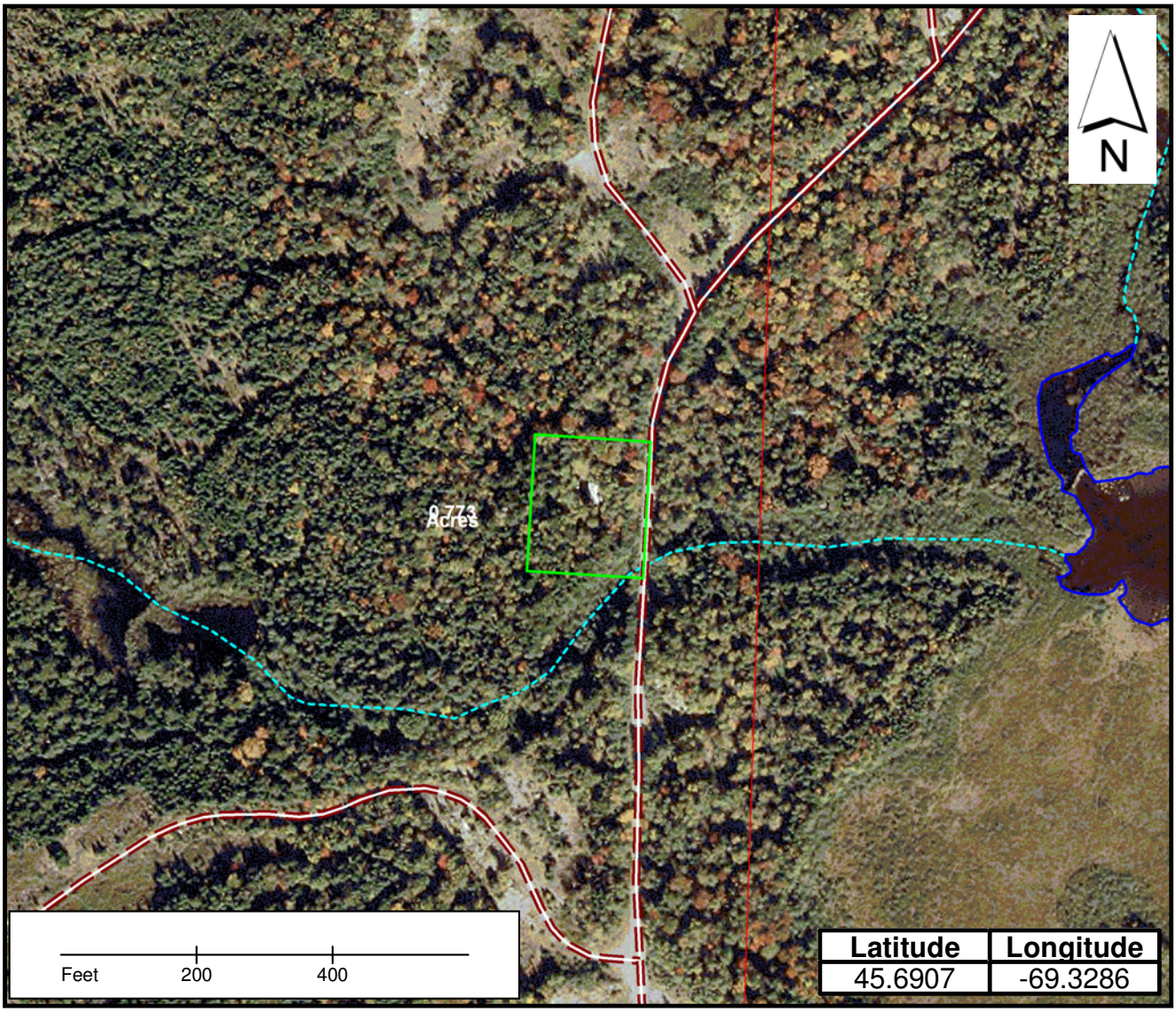
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
CAMP 1R13 ASSOCIATION

_____
Barry Farley

Smithtown

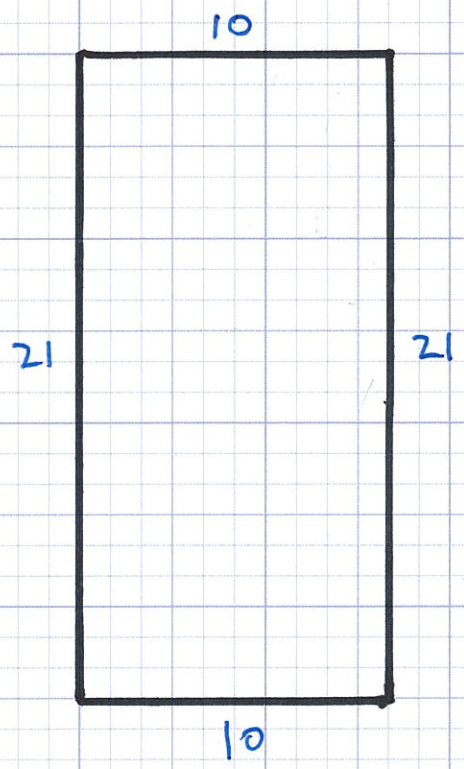


Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

MORIN - SANDWICH ACADEMY



Additional Buildings:
Wood shed: 8' X 8'
Storage: 3' X 3'
Outhouse: 4' X 4'

PROPERTY RECORD CARD - TOWNSHIP T2 R1 NBKP COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
MORIN WALTER			/		/

MAP NO.	SO032
PLAN NO.	01
LOT NO.	2 Loc A
LEASE NO.	1160
LEASE FROM	Scott
SUDB LOT #	
EXEMPT	
CARD	of

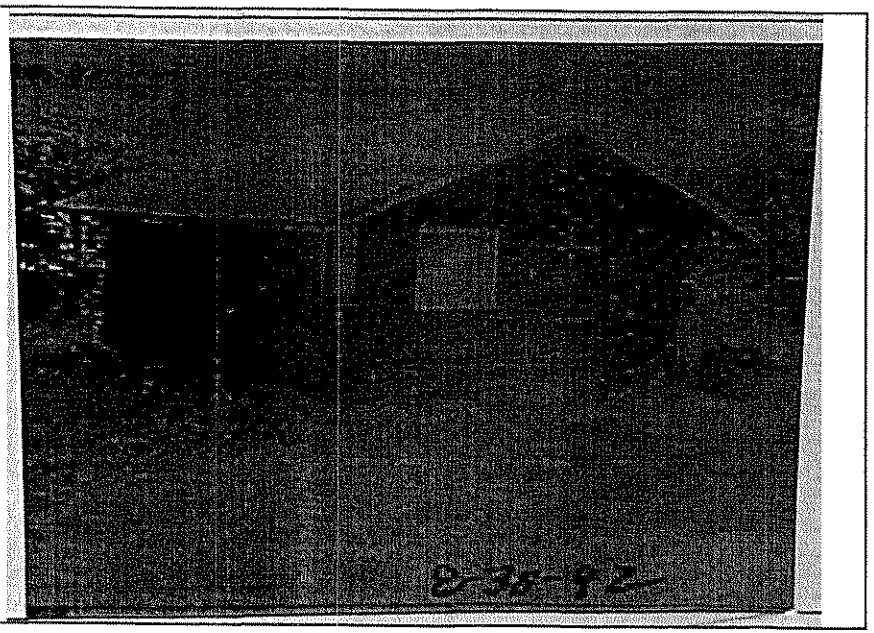
Account # 258490014

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
off Rt 16 take demo rd to rr tracks.take rt before tracks 1.1ml to left fork-go left 1.1 ml next fork-go left & park.walk across tracks rd leed to cam

Date Printed 2/21/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$1,850
ADDITIONAL CARDS	
TOTAL VALUE	$1,850

Cap 1 R13 Association - T1R13 Twp. September 2009

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258490014

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY	Total Adds & Deducts 0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

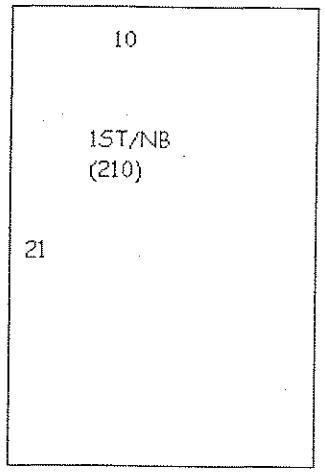
FUNCTIONAL OBSOL %		ECONOMIC OBSOL %	
		Area	
		Access	
		No Elec	
TOTAL	0	Services	
FACTOR	1	Topo	
		TOTAL	0
		FACTOR	1

Current Cost Factor
1.25

MORIN WALTER

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	1850
TOTAL VALUE BUILDINGS	**1850**



OUTBUILDING	CAMP	SHED			
Floors	Wood				
Foundation					
Ext. Walls	Wd Shingle				
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	12.2	8.3	0	0	0
Size	10X21	6X8			
Area	210				
COST OF REP	2562	0	0	0	0
Unit Additons		viu			
Unit Cost		50			
COST FACTOR	3203	63	0	0	0
Phys / Func / Ec %	0.7 / 0.8 / 1	1 / 1 / 1	/ /	/ /	/ /
RCNLD	1790	60	0	0	0

Leased Lot #24

	Township	County	Lessee	Description
24	Soldiertown	Somerset	LARRY SIMPSON	Camp northeasterly of Pittston, Rockwood Road, Soldiertown, T2 R3 NBKP, Somerset County (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 28

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and LARRY SIMPSON ("Lessee") whose address is 17-MILE CLUB, STANDISH, ME 04084-5706 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite northeasterly of Pittston, Rockwood Road, Soldiertown, T2 R3, NBKP, Somerset County; containing 0.52 +/- acre.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

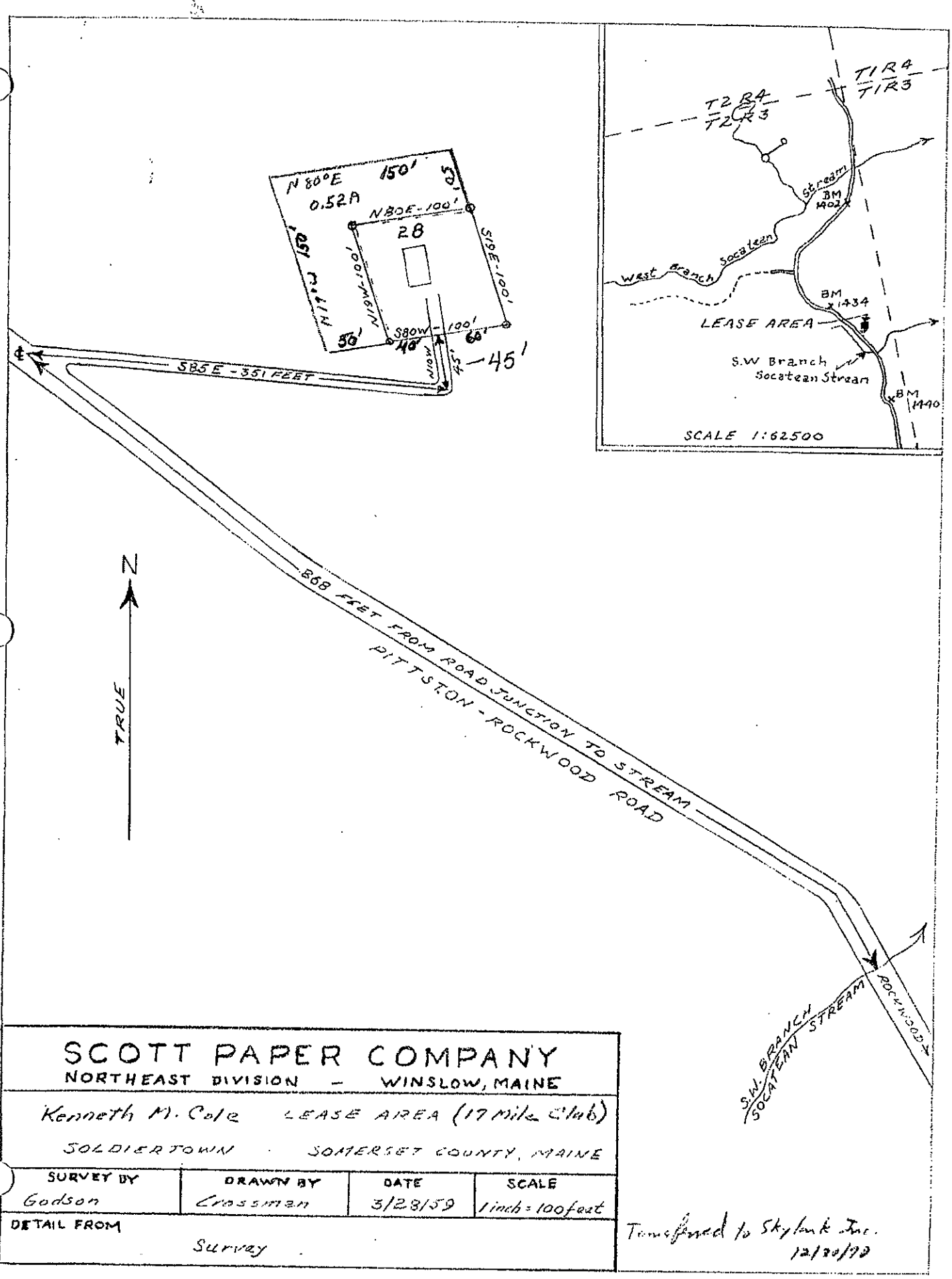
LESSEE: LARRY SIMPSON
1540 RICHVILLE
17-MILE CLUB
STANDISH, ME 04084-5706

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

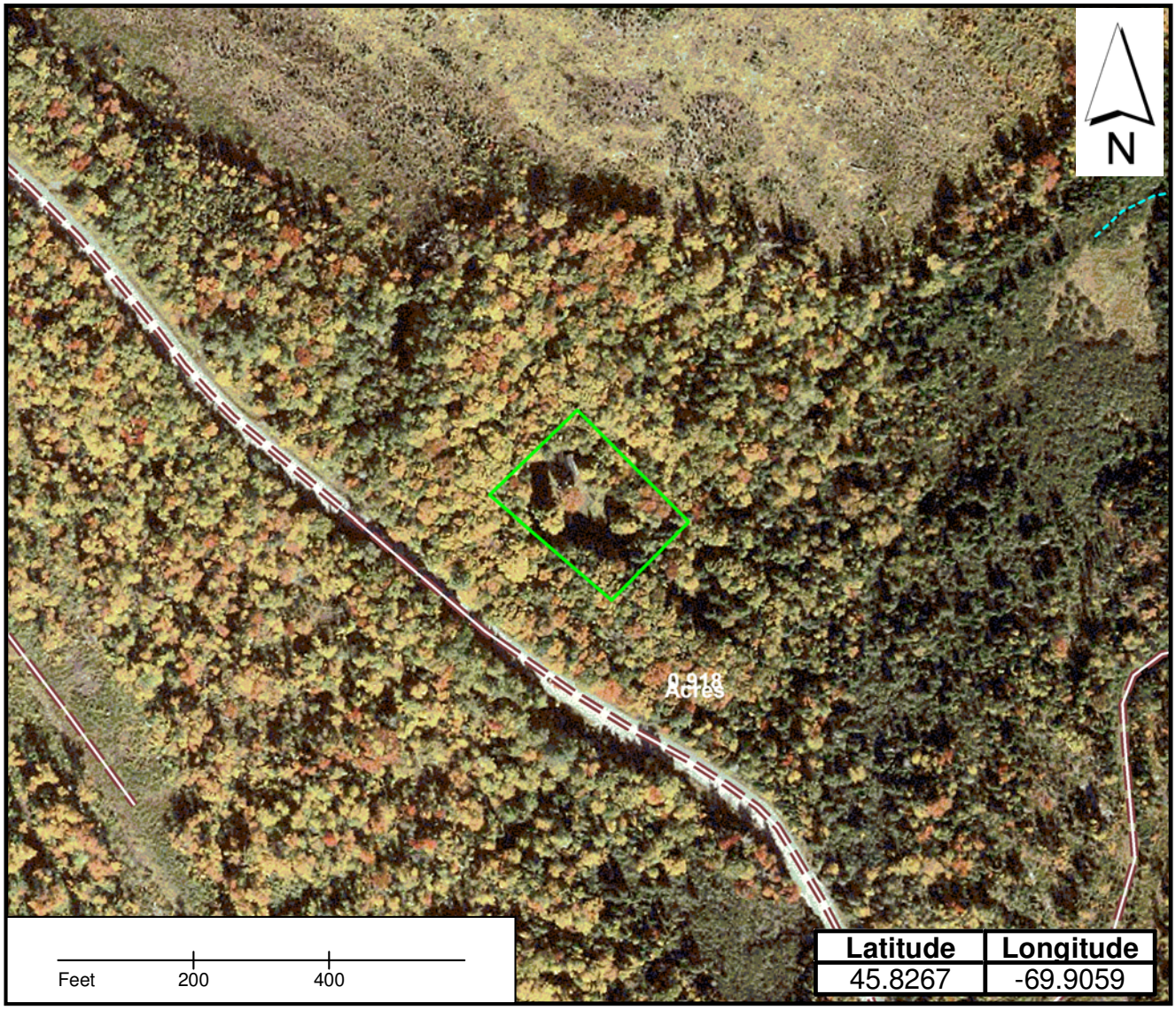
LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
LARRY SIMPSON


N 80°E 150'
0.52A
N80E-100'
28
S80E-100'
N10W-100'
S80W-100'
N10W
S85E - 351 FEET
45'
TRUE
N
868 FEET FROM ROAD JUNCTION TO STREAM
PITTSTON - ROCKWOOD ROAD
S.W. BRANCH SOCATEAN STREAM
ROCKWOOD
T1R4
T1R3
T2R4
T2R3
Stream
BM 1402
West Branch Socatean
BM 1434
LEASE AREA
S.W Branch Socatean Stream
BM 1440
SCALE 1:62500
SCOTT PAPER COMPANY
NORTHEAST DIVISION - WINSLOW, MAINE
Kenneth M. Cole LEASE AREA (17 Mile Club)
SOLDIERTOWN SOMERSET COUNTY, MAINE
SURVEY BY Godson
DRAWN BY Crossman
DATE 3/28/59
SCALE 1 inch = 100 feet
DETAIL FROM Survey
Transferred to Skylark Inc. 12/30/92

Soldiertown



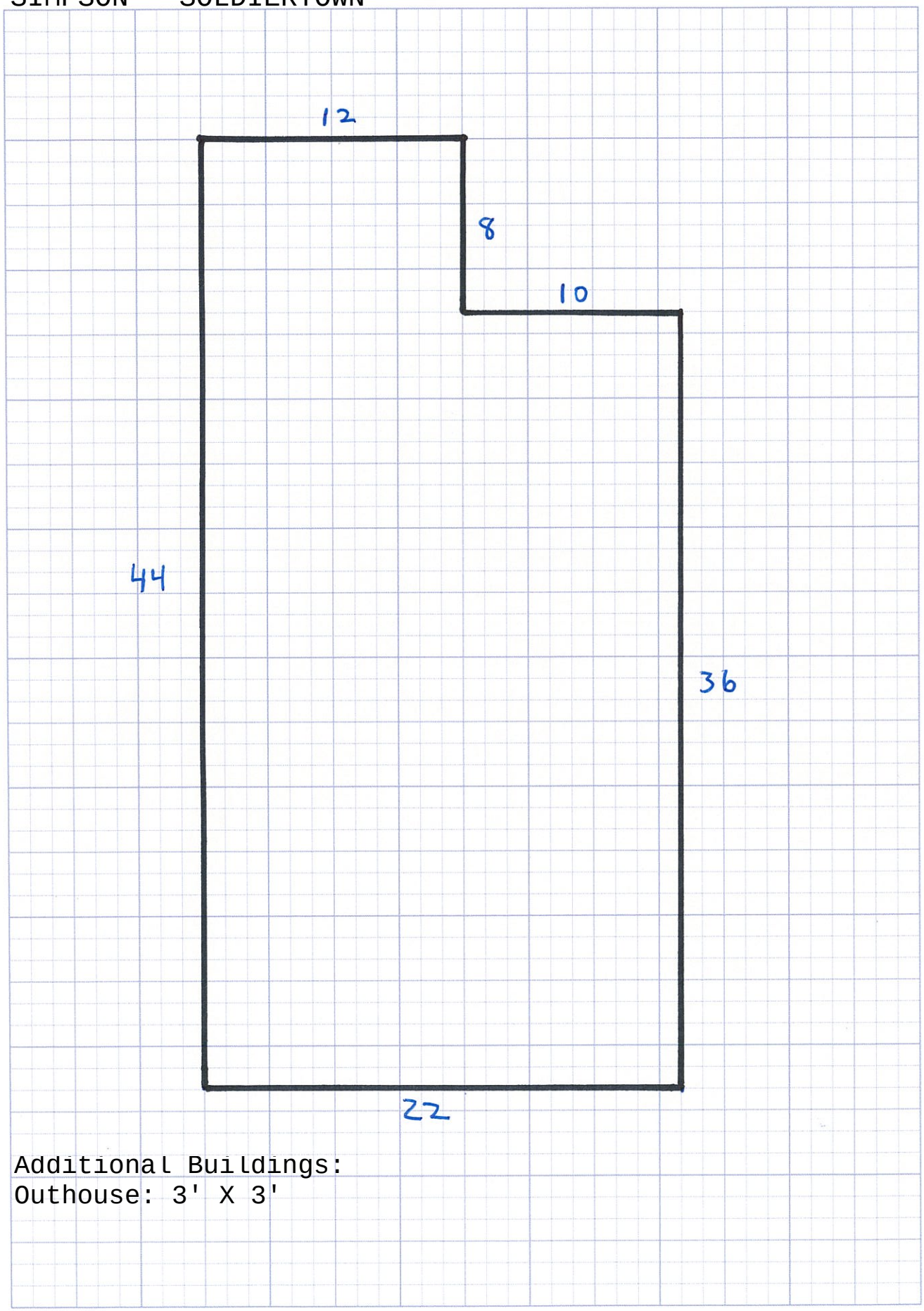
Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

September 2009

SIMPSON - SOLDIERTOWN



Additional Buildings:
Outhouse: 3' X 3'

Simpson -Soldiertown

September 2000

PROPERY RECORD CARD - TOWNSHIP T2 R3 NBKP

COUNTY SOMERSET

NAME	REMARKS	DATE	BOOK/PAGE	DATE	BOOK/PAGE
SIMPSON LARRY TREASURER					

MAP NO.	SO044
PLAN NO.	01
LOT NO.	4 Loc A
SUDB. LOT	
EXEMPT	
LEASE NO.	28
LEASE FROM	Plum Creek

September 2009

Review date / /

Review by

Comment

Account #

258530001

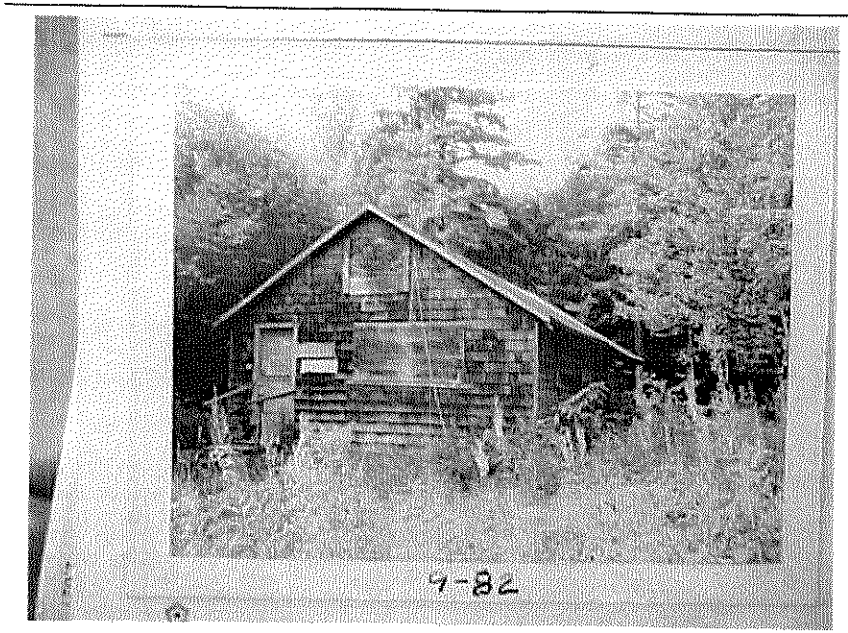
Building 1 of 1

911 Road Name

ADDRESS

T2 R3 NBKP, SOMERSET

Map SO044 Plan 01 Lot 4 Loc A



LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
			0	$0	0.00

Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Leased Lot	0.00	$10,600	0.00	$0
Acreage	0.00	$350		$0
Wet Land/Barren	0.00	$90		$0

Topography Adj 0.00

Waterfront Front Feet	0	Depth Factor	Excess Factor	
First 250 fr ft		0.00	0.00	$0
Next 300 fr ft	0	0.00	0.50	$0
550+ fr ft	0	0.00	0.35	$0
0.00 Waterfront Acres		0.00	Total Waterfront Value	$0

Topography

Lake Name

Other	Acres	$/ac	Topography	
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0

Paving 0 $0 Well Type $0

GPS Coordinates

Notes

Date Printed 6/30/2009

0.00ac. Unclassified	**$0**
Total Buildings:	**$9,420**
Tree Growth Valuation:	**$0**
Total Property:	**$9,420**
Tree Growth Acres:	**0.00**
Total Acres:	**0.00**

Simpson -Soldiertown

Account # **258530001**

SIMPSON LARRY TREASURER

September 2009

Exterior Inspection		CONSTRUCTION DETAILS	ADDS/DEDUCTS		
Foundation	1.00	Posts	No basement area	0	-6336
Basement	1.00	None	Finished area	0	0
Framing	2.00	Rafters 2x6 24 Camp Style			
Roof	1.70	Boards Roll			
Interior	1.00	Unfinished	Loft area	0	0
Exterior	2.00	Novelty	Finished loft area	0	0
Floors	2.00	Boards No Cover			
Heating	1.00	None	No heat area	0	0
Plumbing	1.00	None			-1860
Lighting	1.00	None	Other		0
TOTAL	13.70	SURVEY BY James P. Robinson 9/13/1993	Total Adds & Deducts		-8196
GRADE	1.37				
COND.	60 %				

Stories	Grade	Area	Cost Rep
1 story	1.37	792	19220
1st Add	1.00	96	1530
Mh	*L* 0	*W* 0	0

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

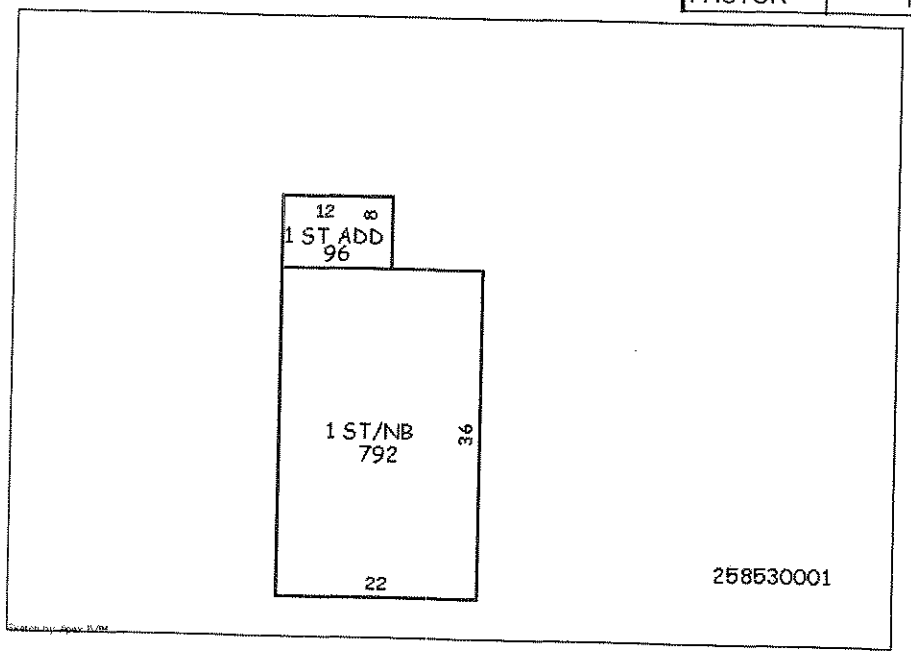
FUNCTIONAL OBSOL %	
	0.00
	0.00
TOTAL	0.00
FACTOR	1.00

ECONOMIC OBSOL %	
Area	0.00
Access	0.00
No Elec	0.00
Services	0.00
Topo	0.00
TOTAL	0.00
FACTOR	1.00

Current Cost Factor
1.25

Building 1 of 1

Total Cost Rep	20750
Adjustment =	-8196
Adjusted Cost Rep	12554
x Current Cost Factor	15690
Condition	0.60
Functional Factor	1.00
Economic Factor	1.00
Cost Rep Less Dep	9420
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	9420



OUTBUILDING	
Floors	
Foundation	
Ext. Walls	
Roof	
Interior	
Wall-Height	
Electricity	
Other	
Other Cost	0
TOTAL COST	0
Size	
Area	0
COST OF REP	0
Unit Additions	
Unit Cost	0
COST FACTOR	0
Phys/Func/Ec%	0/0/0
RCNLD	0

Simpson -Soldiertown

Leased Lot #25

	Township	County	Lessee	Description
25	Soldiertown	Somerset	VIRGINIA RICHARDS	Camp in Soldiertown, T2 R3 NBKP, Somerset County, along Center Pond Road in Soldiertown (approximately 0.5 acres).

Plum Creek Maine Timberlands

No. 103

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and VIRGINIA RICHARDS ("Lessee") whose address is BOX 53, GREENVILLE, ME 04441 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite in Soldiertown, T2 R3, NBKP, Somerset County, along Center Pond Road in Soldiertown; containing 0.52 +/- acre; outlined in red on the attached plan.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: VIRGINIA RICHARDS
BOX 53
GREENVILLE, ME 04441

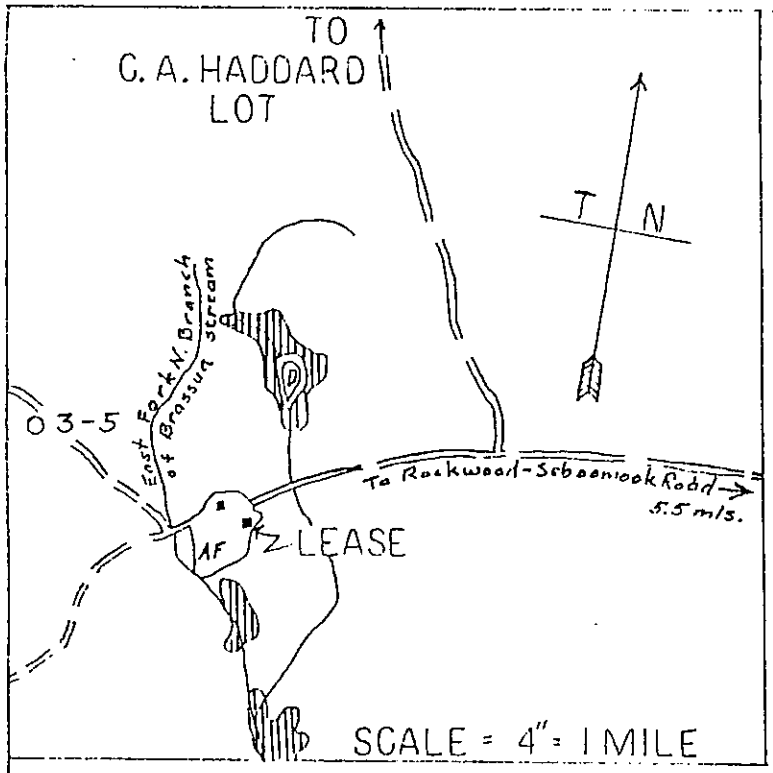
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

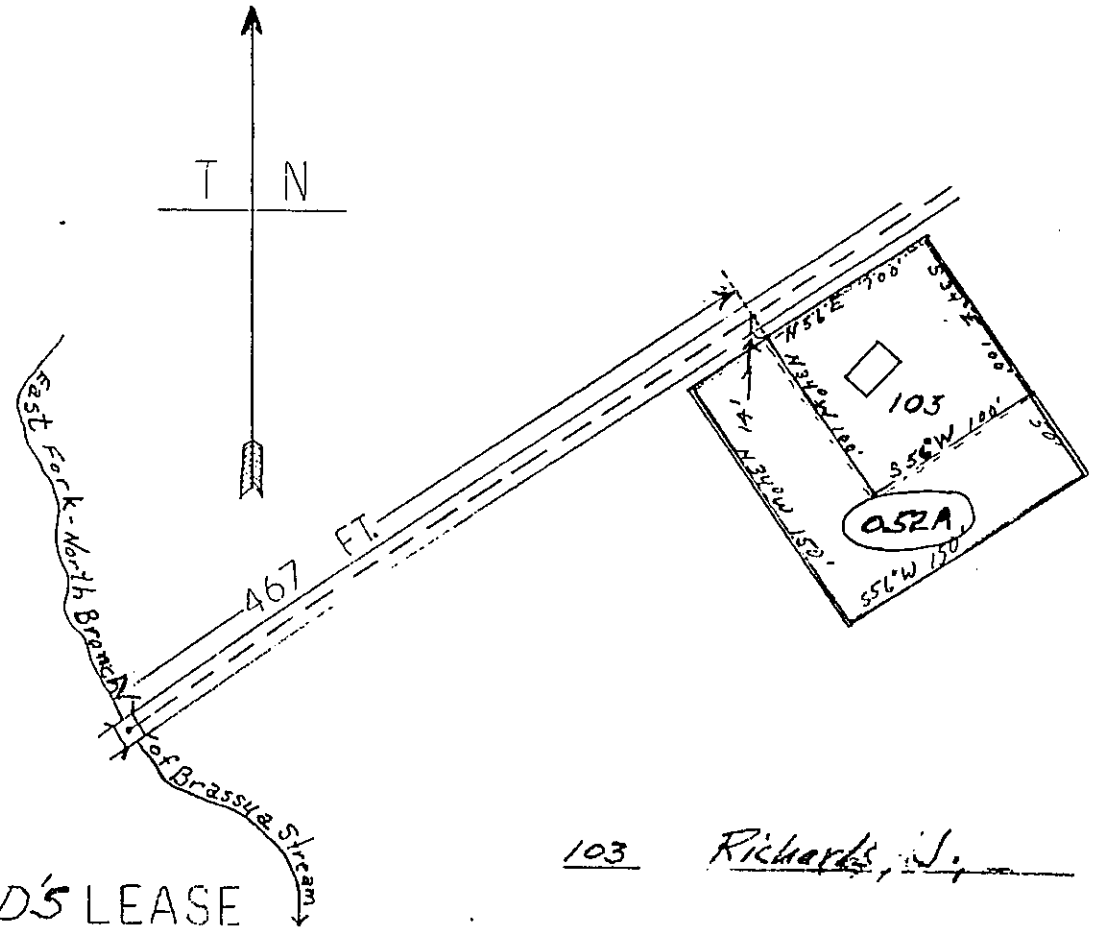
LESSOR: PCMT

BY: Timothy E Dorrell
Timothy Dorrell, Senior Resource Manager

LESSEE: Virginia Richards
VIRGINIA RICHARDS

Jeff Richards





103 Richards, J.

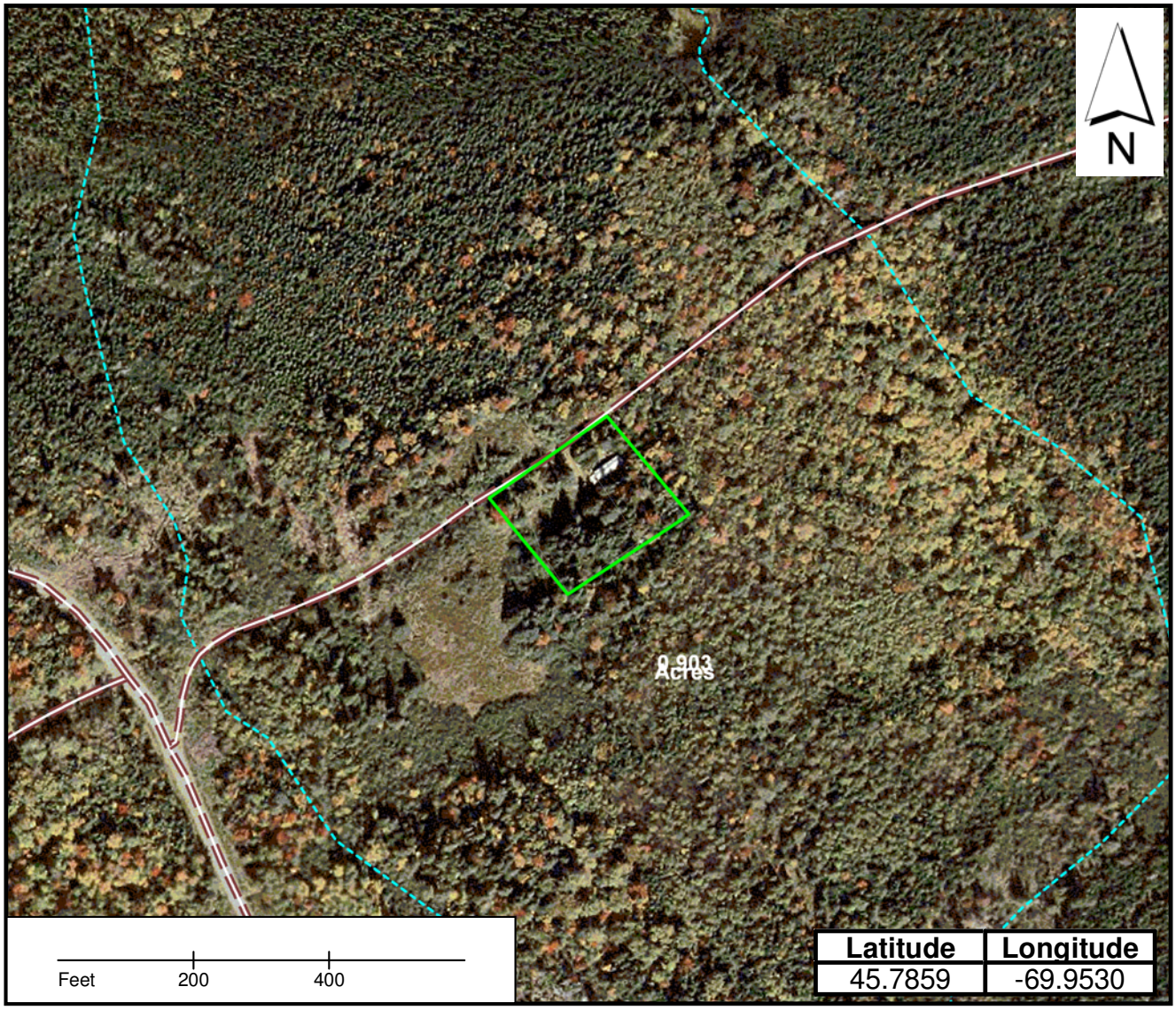
RICHARD'S LEASE
SOLDIERTOWN TOWNSHIP

SCALE : 1 INCH = 100 FT
DATE : 9-15-59
SURVEY BY : L.W. GODSON
DRAWN BY : L.M. GROSSMAN
FROM : FIELD SURVEY

Virginia Richards
#103

Transferred to Skylark Inc 12/30/90

Soldiertown

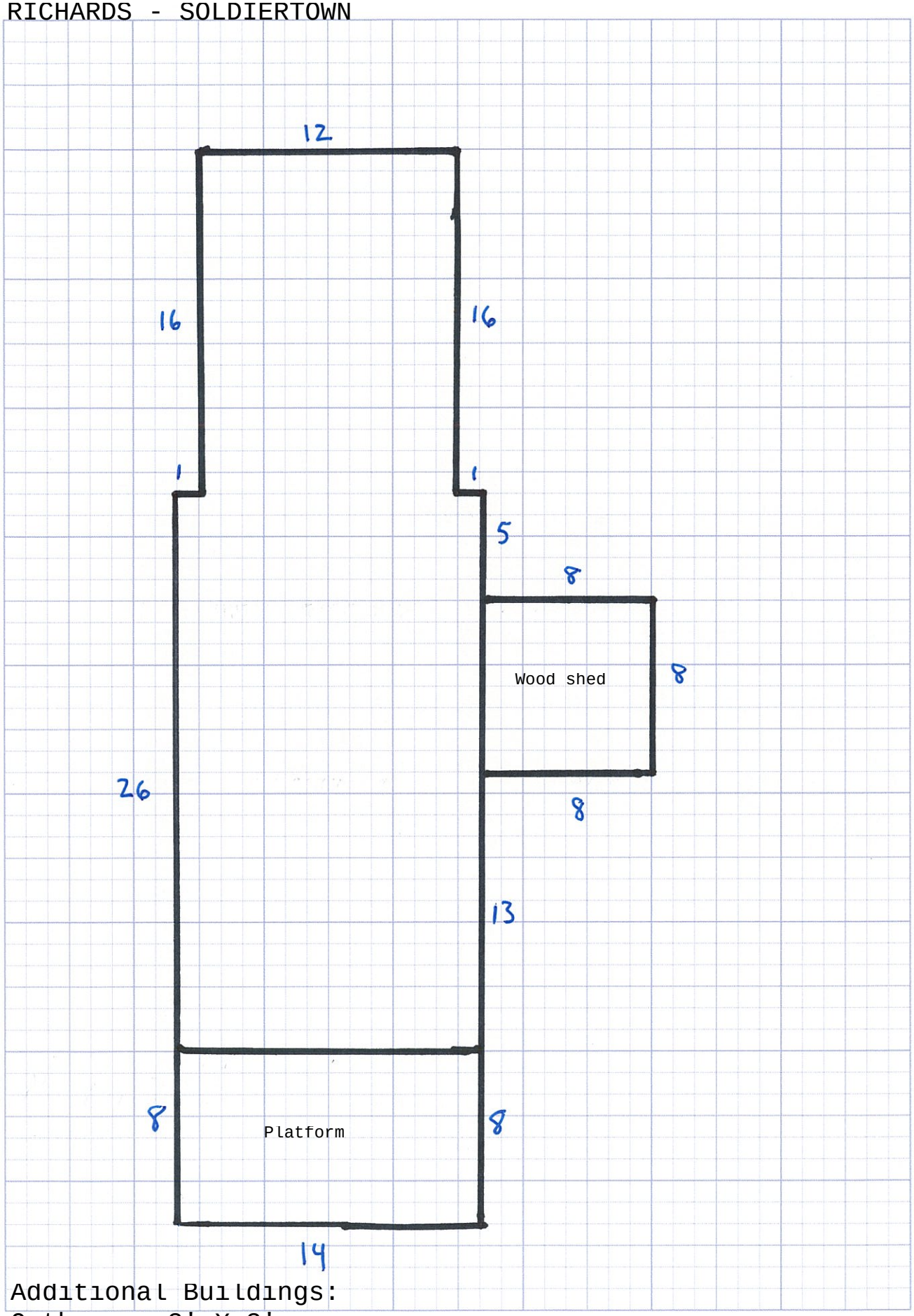


Lease Lot locations
Water
Roads
Streams

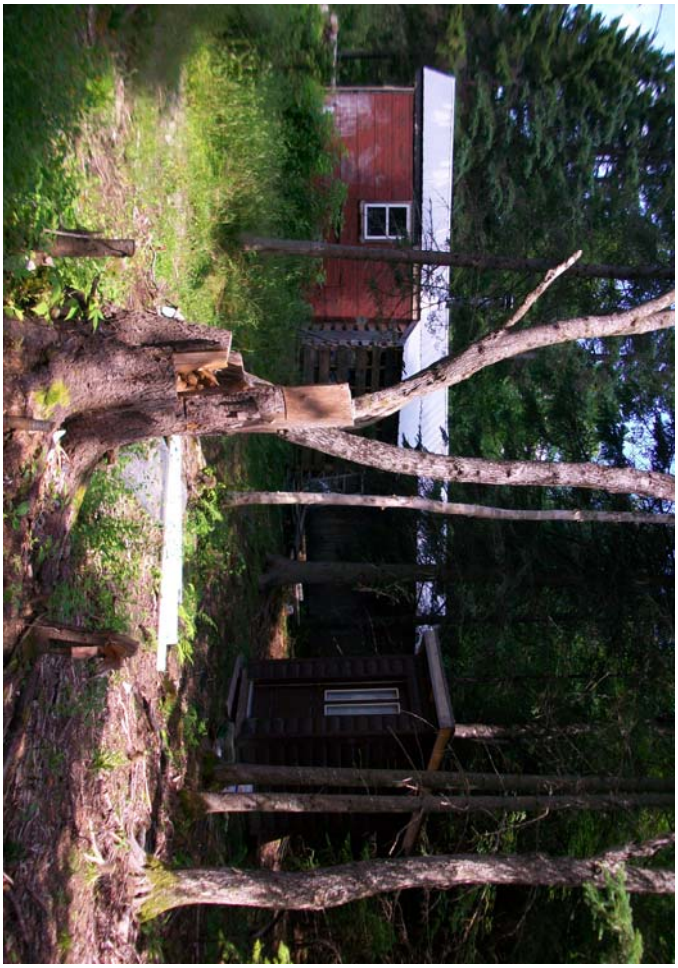
Lease location coordinates
are from the center of the lot

PlumCreek

RICHARDS - SOLDIERTOWN



Additional Buildings:
Outhouse: 3' X 3'



PROPERY RECORD CARD - TOWNSHIP T2 R3 NBKP

COUNTY SOMERSET

NAME	REMARKS	DATE	BOOK/PAGE	DATE	BOOK/PAGE		
RICHARDS JEFFREY A						MAP NO.	SO044
						PLAN NO.	01
						LOT NO.	5 Loc B
						SUDB. LOT	
						EXEMPT	
						LEASE NO.	103
						LEASE FROM	Plum Creek

Review date / /

Review by

Comment

Account #

258530005

Building 1 of 1

911 Road Name

ADDRESS

T2 R3 NBKP, SOMERSET

Map SO044 Plan 01 Lot 5 Loc B

LAND VALUATION	Std Lot Size	Std Depth	Avg Depth	Front Ft Price	Parcel Acres
			0	$0	0.00

Base Lot Type	Base Lot	Unit Value	Factor	Base Lot Value
Leased Lot	0.00	$10,600	0.00	$0
Acreage	0.00	$350		$0
Wet Land/Barren	0.00	$90		$0

Topography Adj 0.00

Waterfront Front Feet	0	Depth Factor	Excess Factor	
First 250 fr ft		0.00	0.00	$0
Next 300 fr ft	0	0.00	0.50	$0
550+ fr ft	0	0.00	0.35	$0
0.00 Waterfront Acres		0.00	Total Waterfront Value	$0

Topography

Lake Name JOHNSON BROOK

Other	Acres	$/ac	Topography	
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0
	0.00	0.00	0.00	$0

Paving 0 $0 Well Type $0

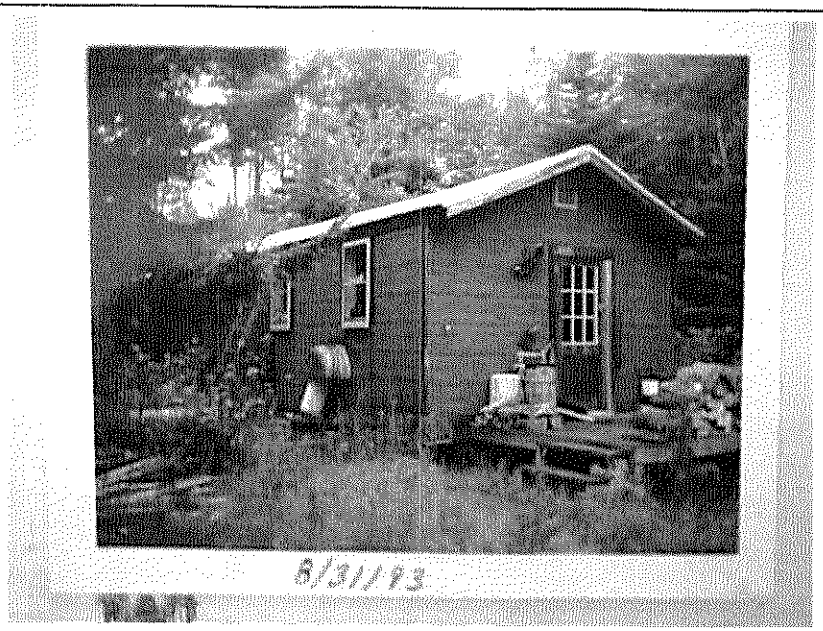
GPS Coordinates

Notes

Left on Tomhegan Stream Road, straight about 3 miles - on left across johnson brook.

Date Printed 6/30/2009

0.00ac. Unclassified	**$0**
Total Buildings:	**$6,850**
Tree Growth Valuation:	**$0**
Total Property:	**$6,850**
Tree Growth Acres:	**0.00**
Total Acres:	**0.00**



Account # **258530005**

RICHARDS JEFFREY A

Exterior Inspection		CONSTRUCTION DETAILS	ADDS/DEDUCTS		
Foundation	1.00	Posts	No basement area	0	-5310
Basement	1.00	None	Finished area	0	0
Framing	2.00	Camp Style			
Roof	2.00	Boards Metal			
Interior	2.00	Fiberbd Walls & Ceiling	Loft area	0	0
Exterior	2.00	Boards Asphalt Siding Ext Plywd	Finished loft area	0	0
Floors	2.00	Boards No Cover			
Heating	1.00	None	No heat area	0	-500
Plumbing	1.00	None			-2130
Lighting	1.00	None	Other		0
TOTAL	15.00	SURVEY BY James P. Robinson 9/13/1993	Total Adds & Deducts		-7940
GRADE	1.50				
COND.	60 %				

Stories	Grade	Area	Cost Rep
1 story	1.50	556	16540
Platform	2.00	112	1010
Mh	*L* 0	*W* 0	0

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

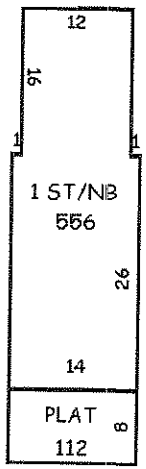
FUNCTIONAL OBSOL %	
	0.00
	0.00
TOTAL	0.00
FACTOR	1.00

ECONOMIC OBSOL %	
Area	0.05
Access	0.00
No Elec	0.00
Services	0.00
Topo	0.00
TOTAL	0.05
FACTOR	0.95

Current Cost Factor
1.25

Building 1 of 1

Total Cost Rep	17550
Adjustment =	-7940
Adjusted Cost Rep	9610
x Current Cost Factor	12010
Condition	0.60
Functional Factor	1.00
Economic Factor	0.95
Cost Rep Less Dep	6850
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	6850



258530005

OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost	0				
TOTAL COST	0				
Size					
Area	0				
COST OF REP	0				
Unit Additions					
Unit Cost	0				
COST FACTOR	0				
Phys/Func/Ec%	0/0/0				
RCNLD	0				

Leased Lot #26

	Township	County	Lessee	Description
26	Squaretown	Somerset	CHARLES JACOBS	Approximately on the east side of old MCR ROW, 5 chains south of Little Indian Pond, encompassing lessee's existing improvements (approximately 0.5 acres).

Plum Creek Timber Company

No. FT96-33

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Mr. Charles K. Jacobs ("Lessee") whose address is P.O. Box 107, West Forks, ME04985-0107 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Somerset County ("Leased Premises"):

on the east side of old MCR ROW, 5 chains south of Little Indian Pond approximately 0.50 acres of land, encompassing lessee's existing improvements located on the east side of old MCR ROW, 5 chains south of Little Indian Pond

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of ME and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Timber Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek Timber Company
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Mr. Charles K. Jacobs
P.O. Box 107
West Forks, ME 04985-0107

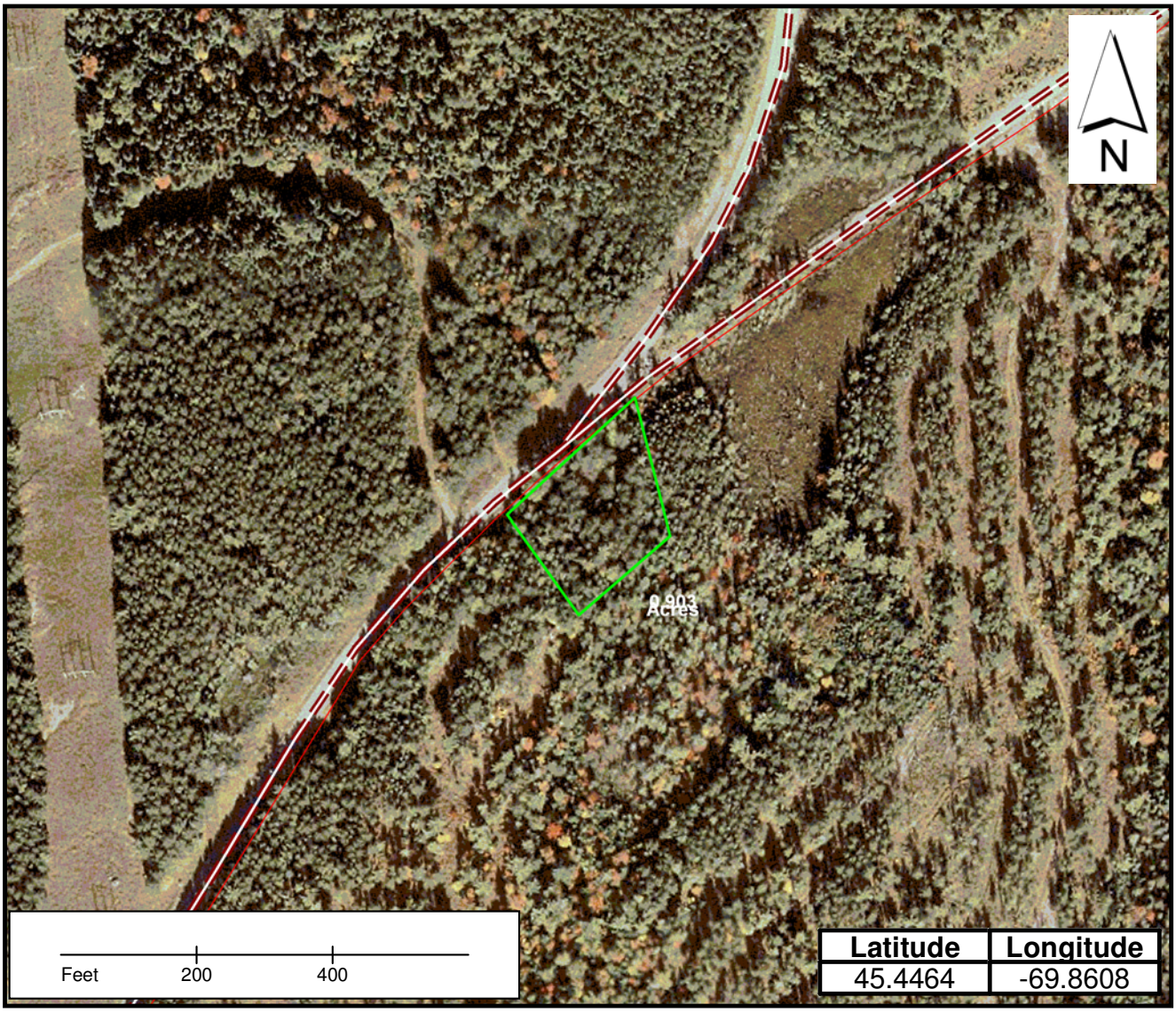
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: Plum Creek Timber Company

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____ 12/24/08
Mr. Charles K. Jacobs

Squaretown



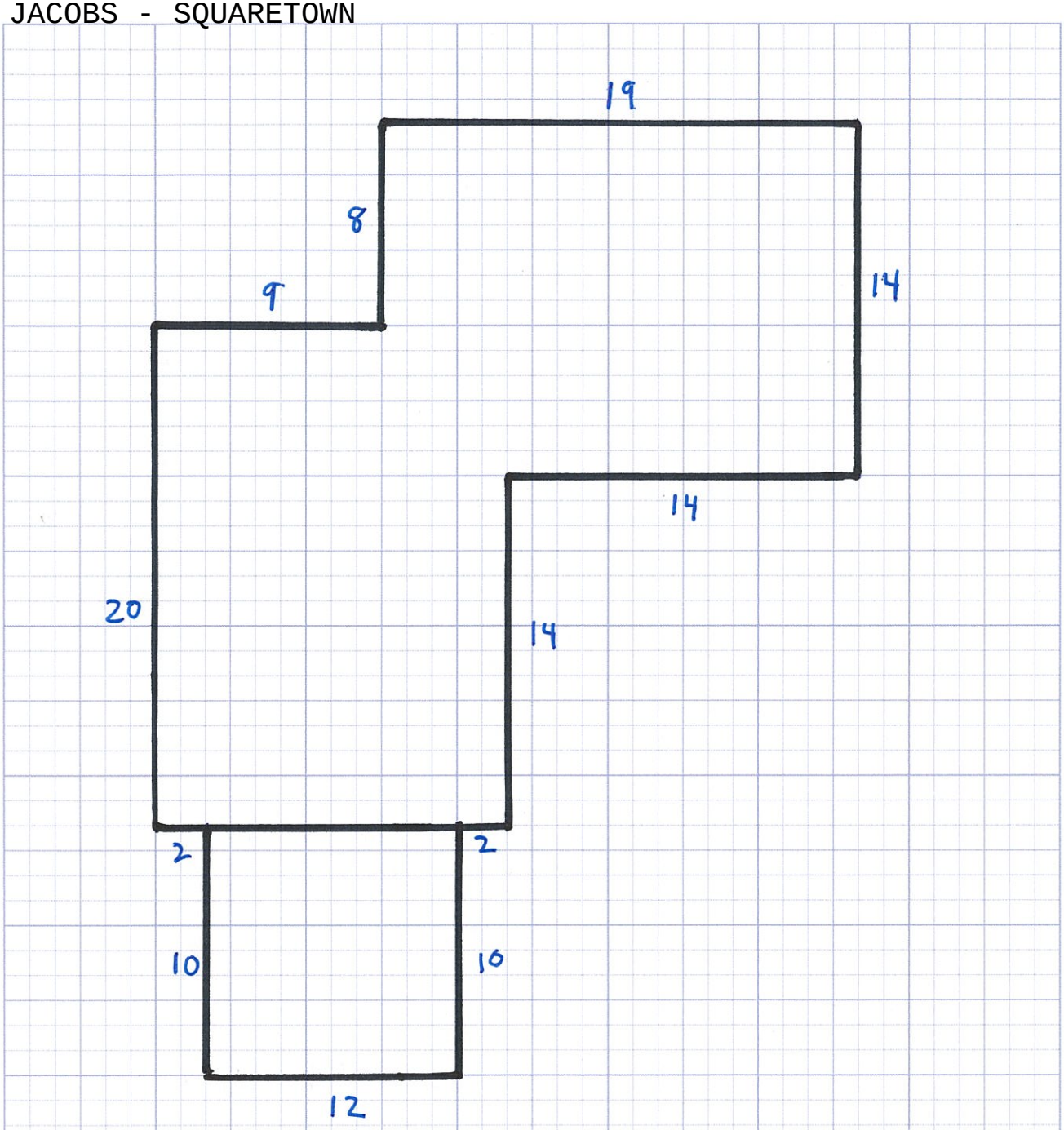
Latitude	Longitude
45.4464	-69.8608

Lease Lot locations
Streams
Water
Roads

Lease location coordinates are from the crnter of the lot.

PlumCreek

JACOBS - SQUARETOWN



Additional Buildings:
Garage: 14' X 39'
Outhouse: 3" X 4'

PROPERTY RECORD CARD - TOWNSHIP T2 R5 BKP EKR COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
JACOBS CHARLES K				5/1/1999	
				Per lease list	

MAP NO.	SO029
PLAN NO.	01
LOT NO.	2
LEASE NO.	79
LEASE FROM	Huber
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

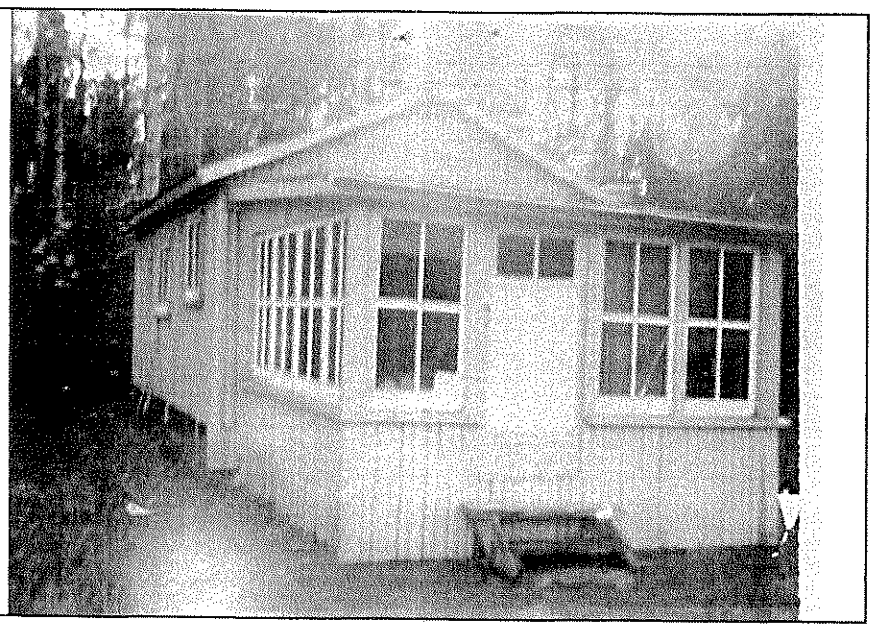
Account # 258540003

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				
Lake Name		Waterfront Acres		Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
At Y in Rd before Indian Pond

Date Printed 1/9/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$11,260
ADDITIONAL CARDS	
TOTAL VALUE	$11,260

Jacobs - Squaretown

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258540003

Foundation	1	wd posts & unmort c.blk	No Basement Area	(4,128)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	1.7	Boards Roll		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	Vert log	Finished Loft Area	0
Floors	2	softwood ?		
Heating	1	None	No Heat Area	0
Plumbing	1	None		(1,860)
Lighting	1	None	Other	
TOTAL	14.2	SURVEY BY Nancy Weeks 10/01/96	Total Adds & Deducts	(5,988)
GRADE	1.42			
COND.	65%			

JACOBS CHARLES K

Stories	Grade	Area	Cost Rep.
1st	1.42	516	14940
EP	1	120	3740
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	18680
Adjustment =	(5,988)
Adjusted Cost Rep	12,692
x Current Cost Factor	15,870
Condition	0.65
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	10320
Plus Outbuildings	940
TOTAL VALUE BUILDINGS	**11260**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

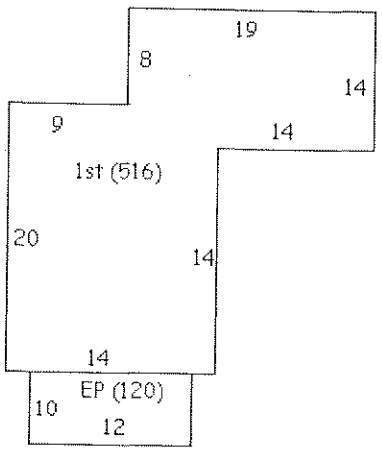
ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Current Cost Factor 1.25

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/3/05

At fork-Indian Pond Dam & Indian Stream Rd



OUTBUILDING	Garage				
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	8.3	0	0	0	0
Size	14x26				
Area	364				
COST OF REP	3021	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	3776	0	0	0	0
Phys / Func / Ec %	0.5 / 0.5 / 1	/ /	/ /	/ /	/ /
RCNLD	940	0	0	0	0

Leased Lot #27

	Township	County	Lessee	Description
27	T1R6 (Indian Stream)	Somerset	OUTDOOR ADVENTURE RESORTS LLC	Approximately on the east shore of Indian Pond, encompassing lessee's existing improvements (approximately 125 acres).

Plum Creek Timber Company

No. FT96-65

2/12/09 CM
Asked Sawmill LLC
MUST have proof
of insurance
by 3-09

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Timber Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and Outdoor Adventure Resorts LLC ("Lessee") whose address is P.O. Box 100, The Forks, ME 04985 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in Somerset County ("Leased Premises"):

on the east shore of Indian Pond
Premises. The Premises are Lease #FT96-65, being a lot historically leased out by ForesTree 96 LP and its predecessors in T1R6 (Indian Stream), Maine, more particularly described as follows (and hereinafter referred to as the "Premises"): Beginning at the intersection of the south line of the public lot and the USGS 960' contour line; thence southeasterly fifteen (15) chains, more or less, on the south shore public lot line to a post and stones; thence N62o30'E seventy-nine (79) chains more or less to a post and stones on the north township line of the public lot; thence northwesterly on the north public lot line six (6) chains more or less, to the USGS 960' contour line; thence following the USGS 960' contour southwesterly to the south line of the public lot and place of beginning. The above encompassed parcel contains 125 acres, more or less.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored

reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights. This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Timber Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek Timber Company
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: Outdoor Adventure Resorts LLC
P.O. Box 100
The Forks, ME 4985

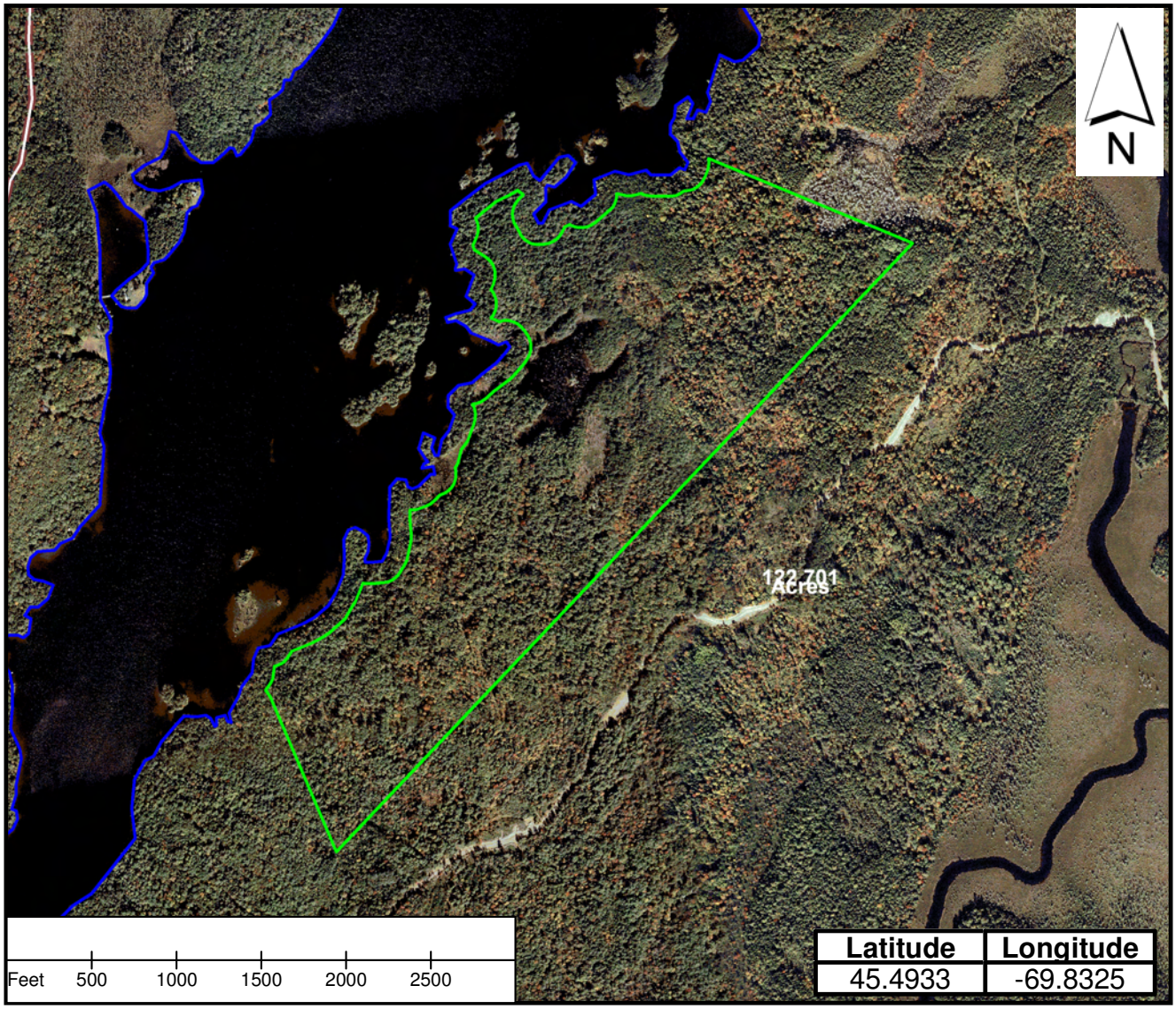
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: Plum Creek Timber Company

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____, member
Outdoor Adventure Resorts LLC

Indian Pond



Lease Lot locations
Water
Roads
Streams

Lease location coordinates are from the center of the lot.
*Disclaimer - lot location subject to 960' elevation mark along Indian Pond for boundary location.

PlumCreek

Outdoor Adventures Resort LLC – Indian Stream Twp:

Building inventory: There are no buildings situated on this lease.

PROPERTY RECORD CARD - TOWNSHIP

T1 R6 BKP EKR

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
POND ASSOCIATES LLC					

MAP NO.	SO030
PLAN NO.	01
LOT NO.	2
LEASE NO.	
LEASE FROM	hUBER
SUDB LOT #	
EXEMPT	
CARD	of

Account # 258280022

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
LEASE NO BLDG

Date Printed 6/15/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$0
ADDITIONAL CARDS	
TOTAL VALUE	$0

September 2009

Outdoor Adventures Resorts - Indian Stream Twp.

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258280022

Foundation		No Basement Area	0
Basement		Finished Area	0
Framing			
Roof			
Interior		Loft Area	0
Exterior		Finished Loft Area	0
Floors			
Heating		No Heat Area	0
Plumbing			0
Lighting		Other	
TOTAL	0.0	SURVEY BY	Total Adds & Deducts 0
GRADE	0.00		
COND.			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

POND ASSOCIATES LLC

Stories	Grade	Area	Cost Rep.
	0		0
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	0
Adjustment =	0
Adjusted Cost Rep	0
x Current Cost Factor	0
Condition	
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	0
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**0**

OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

Leased Lot #28

	Township	County	Lessee	Description
28	Taunton & Raynham	Somerset	ROBERT GENEST	Lot 3 in Tarratine Lease Area south of CPRR, Taunton & Raynham, T1 R1 NBKP, Somerset County (approximately 0.1 acres).

Plum Creek Maine Timberlands

No. 45

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and ROBERT GENEST ("Lessee") whose address is 124 WILLY POINT ROAD, OAKLAND, ME 04963 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lot 3 in Tarratine Lease Area south of CPRR, Taunton & Raynham, T1 R1, NBKP, Somerset County; containing 0.10 +/- acre.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

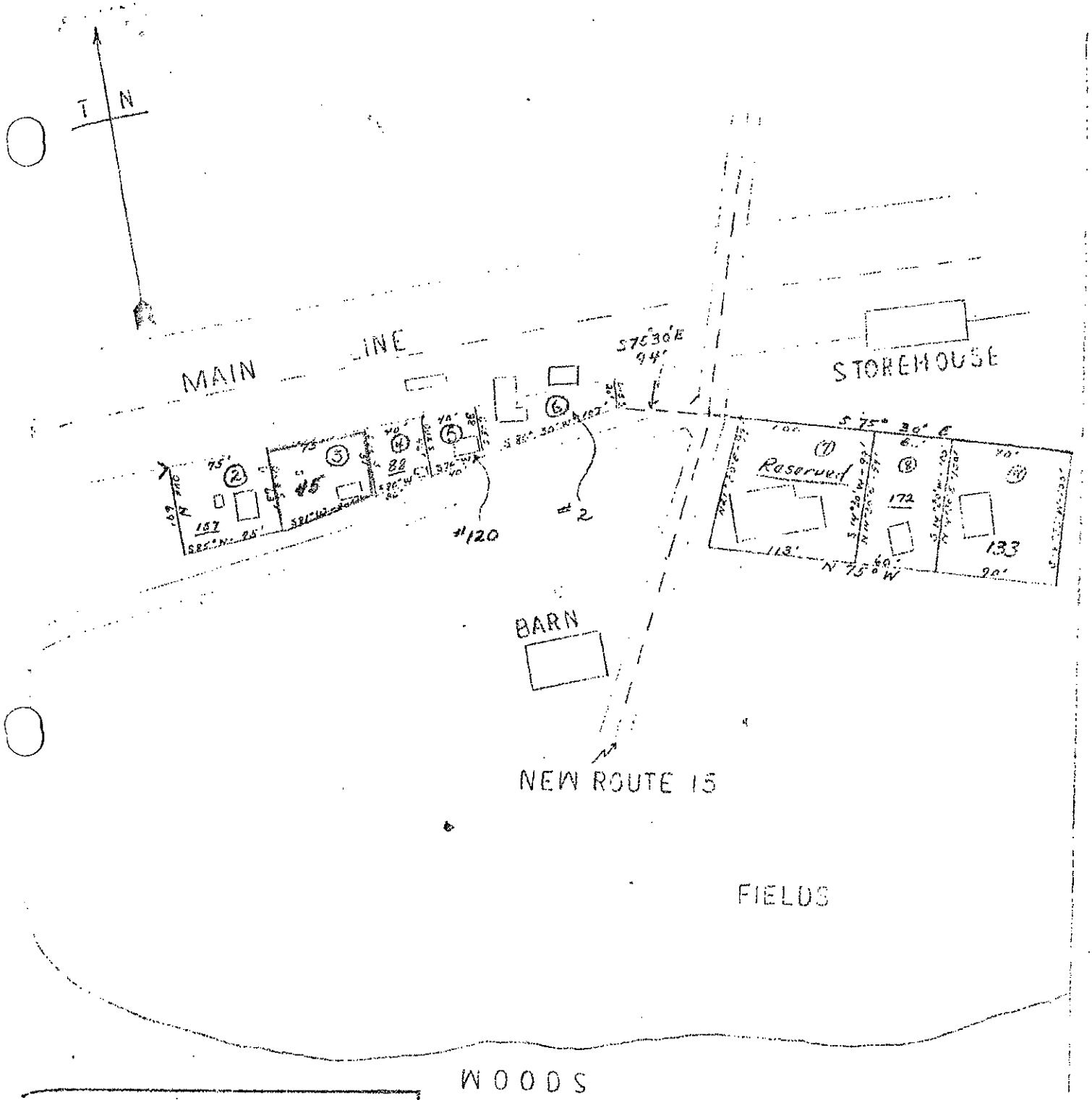
LESSEE: ROBERT GENEST
124 WILLY POINT ROAD
OAKLAND, ME 04963

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
ROBERT GENEST



APER COMPANY
SION WINSLOW, MAINE

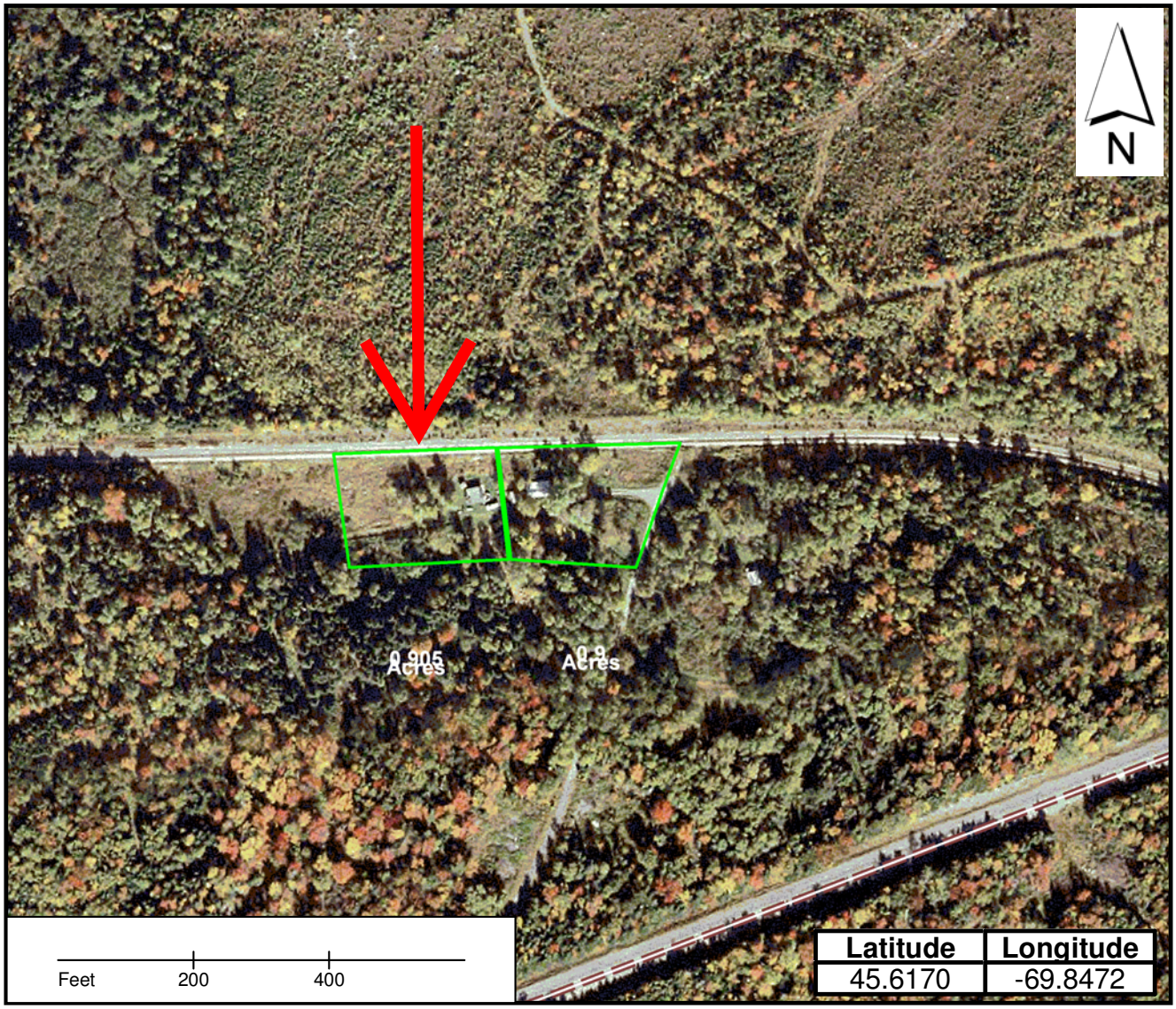
Lease Area
Raynham; Somerset County.

DRAWN BY	DATE	SCALE
H. Grafson	3-26-59	1" = 100'

Survey

Transferred to Skylark Inc 12/30/98

Tarratine Lease Area



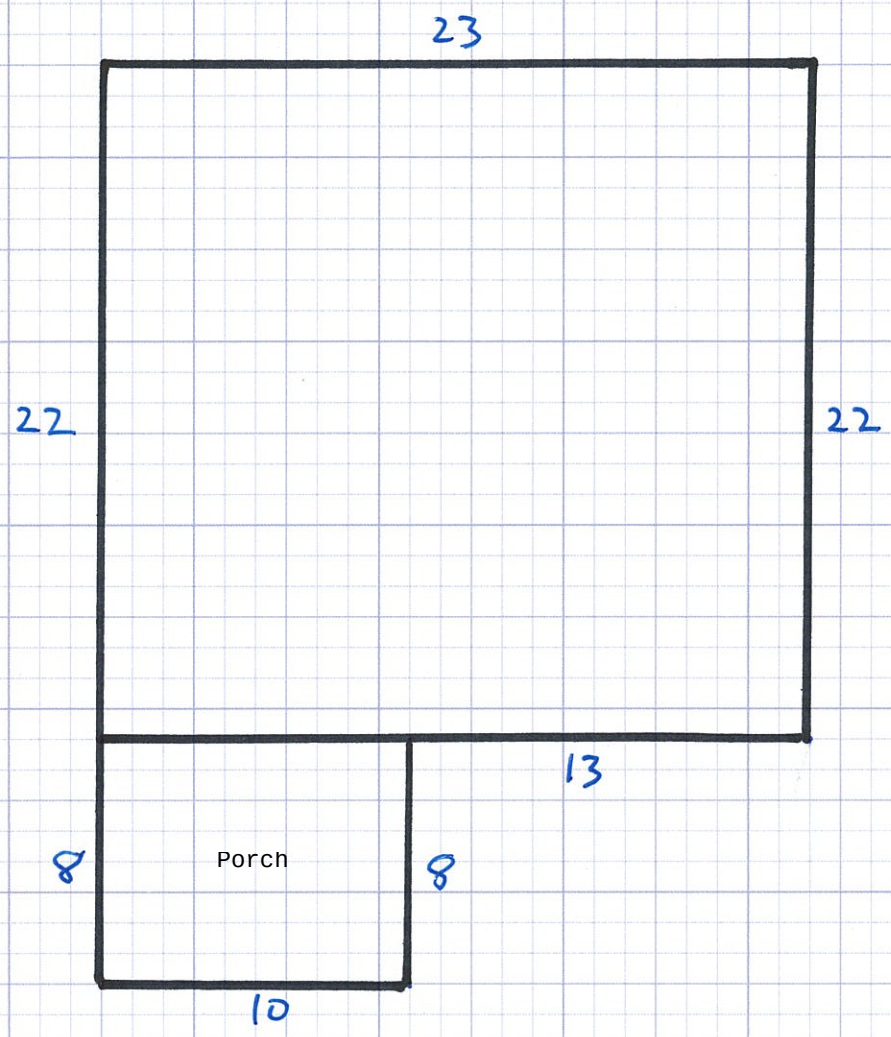
Lease Lot locations
Water
Roads
Streams

Lease location coordinates are from the center of the lot. Coordinates are for lot to the East

Gellest - Taunton and Raynham

Plum Creek
September 2009

GENEST - TAUNTON AND RAYNHAM



Additional Buildings:
Shed/Outhouse: 4' X 6'

Genest - Taunton and Raynham

September 2009

PROPERTY RECORD CARD - TOWNSHIP T1 R1 NBKP COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
GENEST ROBERT R			/		/

MAP NO.	SO031
PLAN NO.	05
LOT NO.	102
LEASE NO.	45
LEASE FROM	Skylark
SUDB LOT #	
EXEMPT	
CARD	of

Account # 258030051

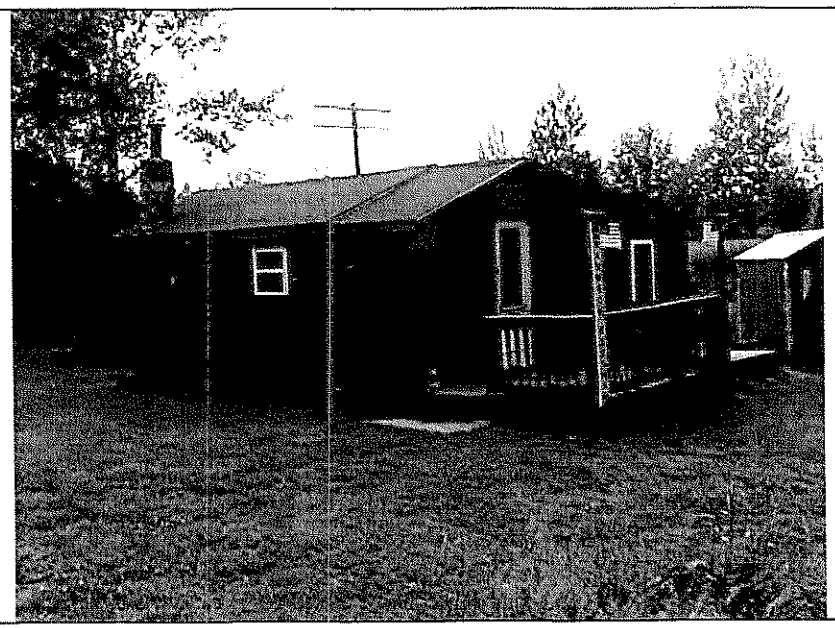
911 Road Name

Date of Review 6/25/2003 Review by R Moreau

RE PRICE

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Leased Lot - Skylark

Paving $0 Drilled Well $0

GPS Coordinates

Notes:

Date Printed 1/6/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$9,080
ADDITIONAL CARDS	
TOTAL VALUE	$9,080

Genest - Taunton and Raynham September 2009

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258030051

Foundation	1	Posts	No Basement Area	(4,832)
Basement	1	None	Finished Area	0
Framing	2	Studs 2x4 Rafters 2x4 Camp Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	2	Not Seen	Loft Area	0
Exterior	2	Boards Wood Shingles	Finished Loft Area	0
Floors	2	Softwood Softwood		
Heating	2	Wall Heaters	No Heat Area	0
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	16.0	SURVEY BY Roland Moreau 06/25/03	Total Adds & Deducts	(6,962)
GRADE	1.60			
COND.	70%			

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

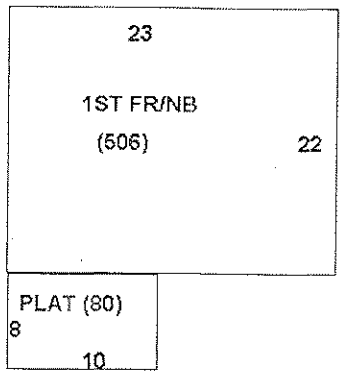
Version: 1/3/05

Current Cost Factor
1.25

GENEST ROBERT R

Stories	Grade	Area	Cost Rep
1st	1.6	506	16500
Platform	2	80	840
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	17340
Adjustment =	(6,962)
Adjusted Cost Rep	10,378
x Current Cost Factor	12,970
Condition	0.7
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	9080
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**9080**



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0

September 2009
Genest - Taunton and Raynham

Leased Lot #29

	Township	County	Lessee	Description
29	Taunton & Raynham	Somerset	STEVE SHAW	Lot 5 in Tarratine Lease Area, south of CPRR in Taunton & Raynham. T1 R1 NBKP, Somerset County (approximately 0.04 acres).

Plum Creek Maine Timberlands

No. 120

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Maine Timberlands a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and STEVE SHAW ("Lessee") whose address is PO Box 17, 200 Getchell Lane, Freedom, ME 04941 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Lot 5 in Tarratine Lease Area, south of CPRR in Taunton & Raynham. T1 R1, NBKP, Somerset County; containing 0.04 +/- acre.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	*Rental Amount*
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Maine Timberlands
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: STEVE SHAW
PO Box 17
200 Getchell Lane
Freedom, ME 04941

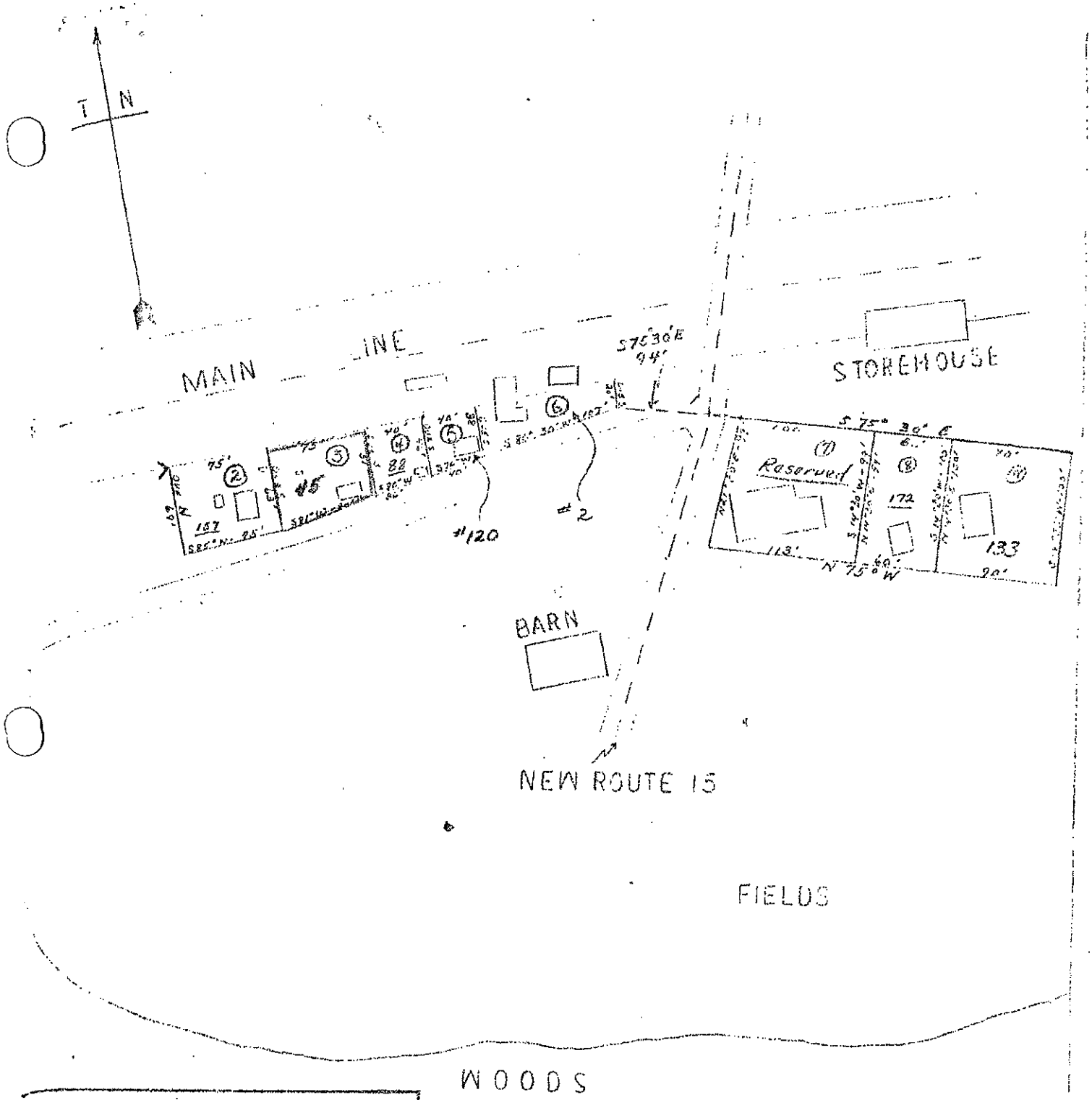
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCMT

BY: _____
Timothy Dorrell, Senior Resource Manager

LESSEE: _____
STEVE SHAW

_____



APER COMPANY
SION WINSLOW, MAINE

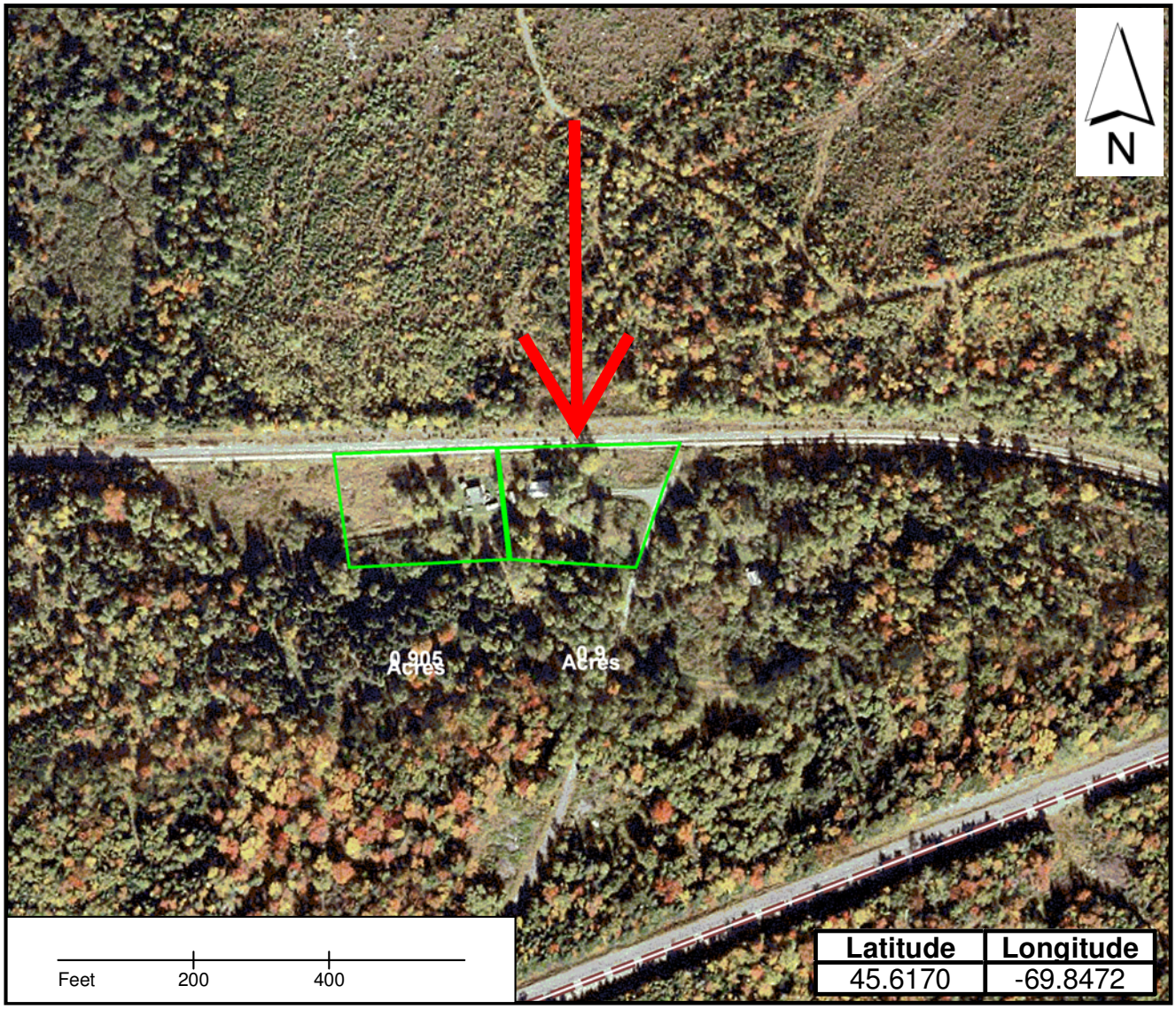
Lease Area
Raynham; Somerset County.

DRAWN BY	DATE	SCALE
H. Carlson	3-26-59	1" = 100'

Survey

Transferred to Skylark Inc 12/30/98

Tarratine Lease Area



Lease Lot locations
Water
Roads
Streams

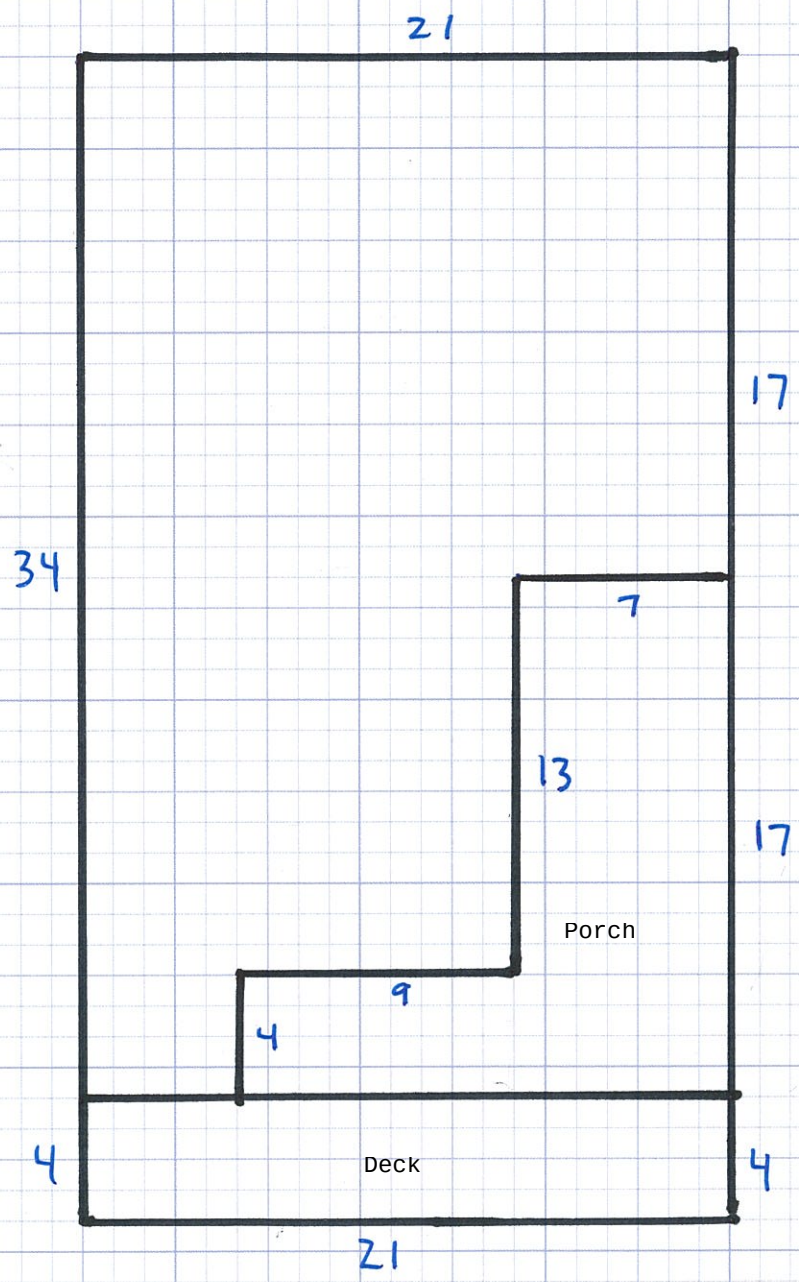
Lease location coordinates are from the center of the lot. Coordinates are for lot to the East

Shaw - Taunton and Raynham

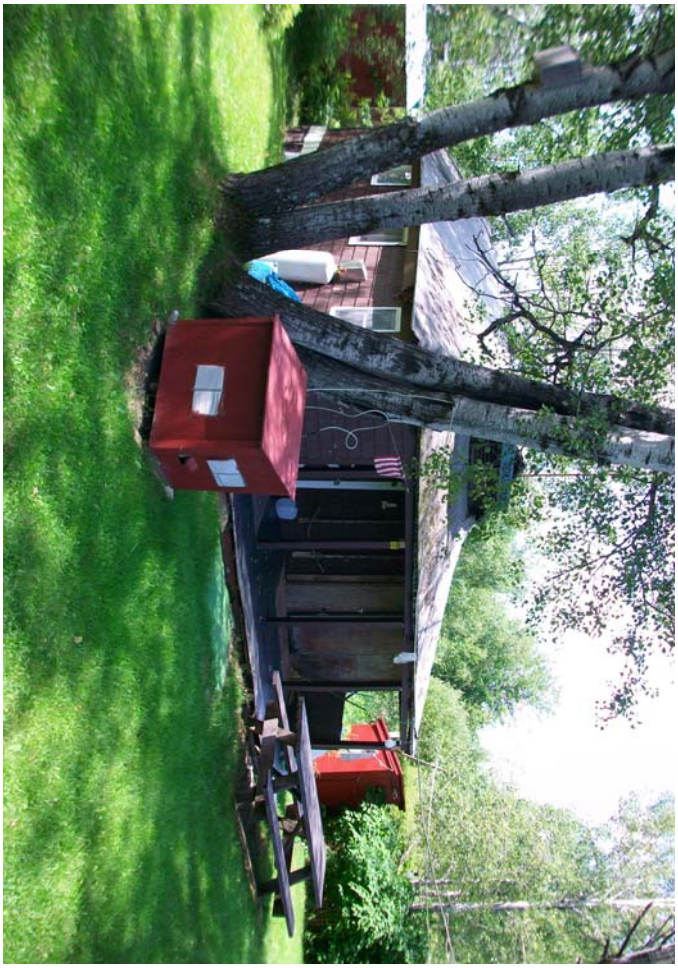
PlumCreek

September 2009

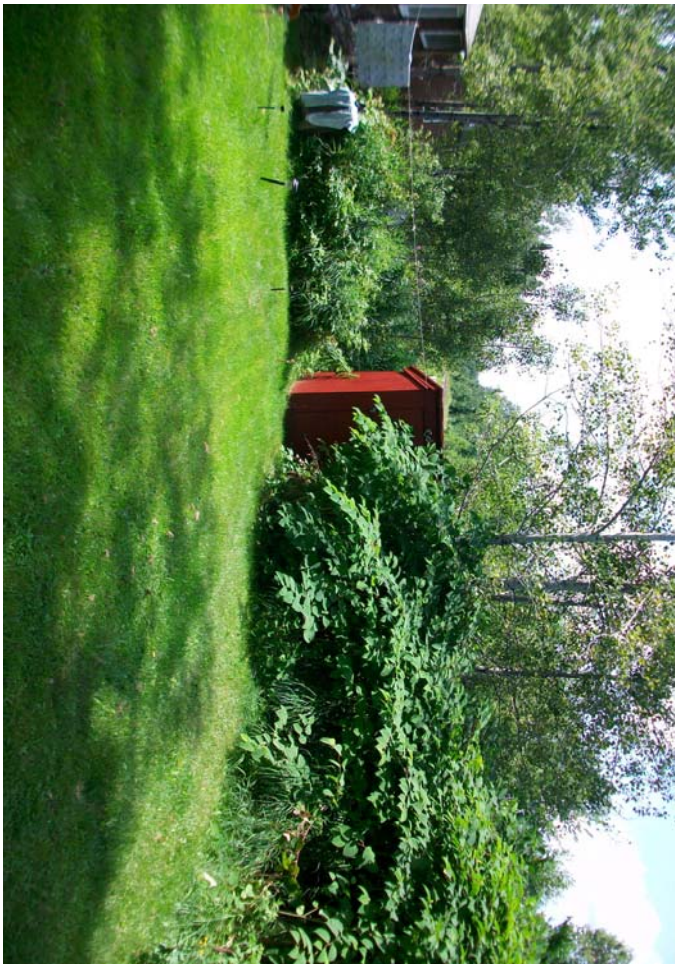
SHAW - TAUNTON AND RAYNHAM



Additional Buildings:
Outhouse: 3' X 3'



TAUNTON



PROPERTY RECORD CARD - TOWNSHIP T1 R1 NBKP COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SHAW STEVEN			/		/

MAP NO.	SO031
PLAN NO.	05
LOT NO.	15.2
LEASE NO.	120
LEASE FROM	Skylark
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

Account # 258030020

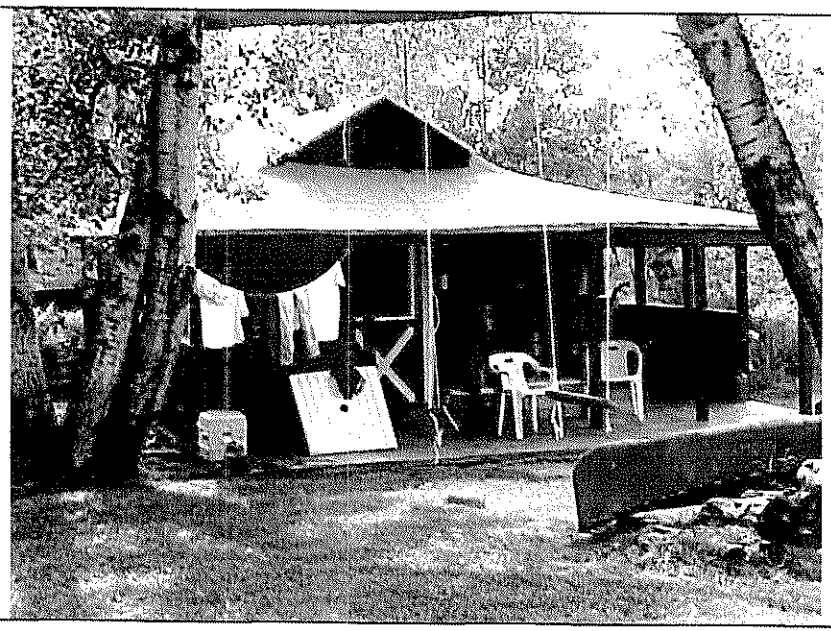
911 Road Name

Date of Review 6/25/2003 Review by R Moreau

RE MEASURED

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Leased Lot

Paving $0 Drilled Well $0

GPS Coordinates

Notes:

Date Printed 1/5/2006

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$9,950
ADDITIONAL CARDS	
TOTAL VALUE	$9,950

Shaw - Taunton and Raynham

Exterior Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258030020

Foundation	1	Posts	No Basement Area	(5,338)
Basement	1	None	Finished Area	0
Framing	2	Camp Style		
Roof	1.7	Boards Roll		
Interior	2	Finished Interior	Loft Area	0
Exterior	2	Boards Wood Shingles	Finished Loft Area	0
Floors	2	Softwood Softwood		
Heating	1	None	No Heat Area	(503)
Plumbing	1	None		(2,130)
Lighting	2	Generator	Other	
TOTAL	15.7	SURVEY BY Roland Moreau 06/25/03	Total Adds & Deducts	(7,971)

GRADE	1.57
COND.	60%

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/3/05

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

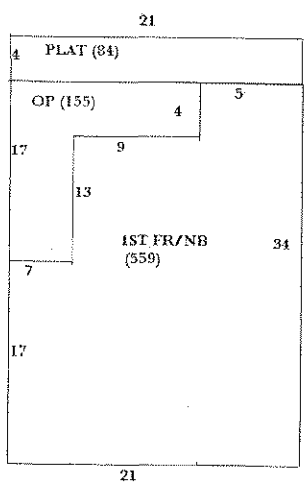
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

SHAW STEVEN

Stories	Grade	Area	Cost Rep.
1st	1.57	559	17330
Platform	2	84	840
OP	2	155	2820
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	20990
Adjustment =	(7,971)
Adjusted Cost Rep	13,019
x Current Cost Factor	16,270
Condition	0.6
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	9760
Plus Outbuildings	190
TOTAL VALUE BUILDINGS	**9950**



OUTBUILDING	Shed				
Floors	Wood				
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	10.3	0	0	0	0
Size	6x8				
Area	48				
COST OF REP	494	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	618	0	0	0	0
Phys / Func / Ec %	0.6 / 0.5 / 1	/ /	/ /	/ /	/ /
RCNLD	190	0	0	0	0

September 2009

Shaw - Taunton and Raynham

Leased Lot #30

	Township	County	Lessee	Description
30	Thorndike	Somerset	JOHN BROCHU	Camp on southerly shore of Fish Pond, approximately 2,000 feet northeasterly along shore from Outlet Stream, Thorndike, T3 R2 NBKP, Somerset County. Confirmed as lease # 72 (approximately 0.4 acres).

Plum Creek Land Company

No. 72

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Land Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and John Brochu ("Lessee") whose address is FRIENDS OF FISH POND, 1 Pinewood Lane, Fairfield ME, 04937 04945 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite on southerly shore of Fish Pond, approximately 2,000 feet northeasterly along shore from Outlet Stream, Thorndike, T3 R2, NBKP, Somerset County; containing 0.40 +/- acre.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Land Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: c/o John Brochu
1 Pinewood Land
FRIENDS OF FISH POND
Fairfield ME, 04937 04945

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCLC

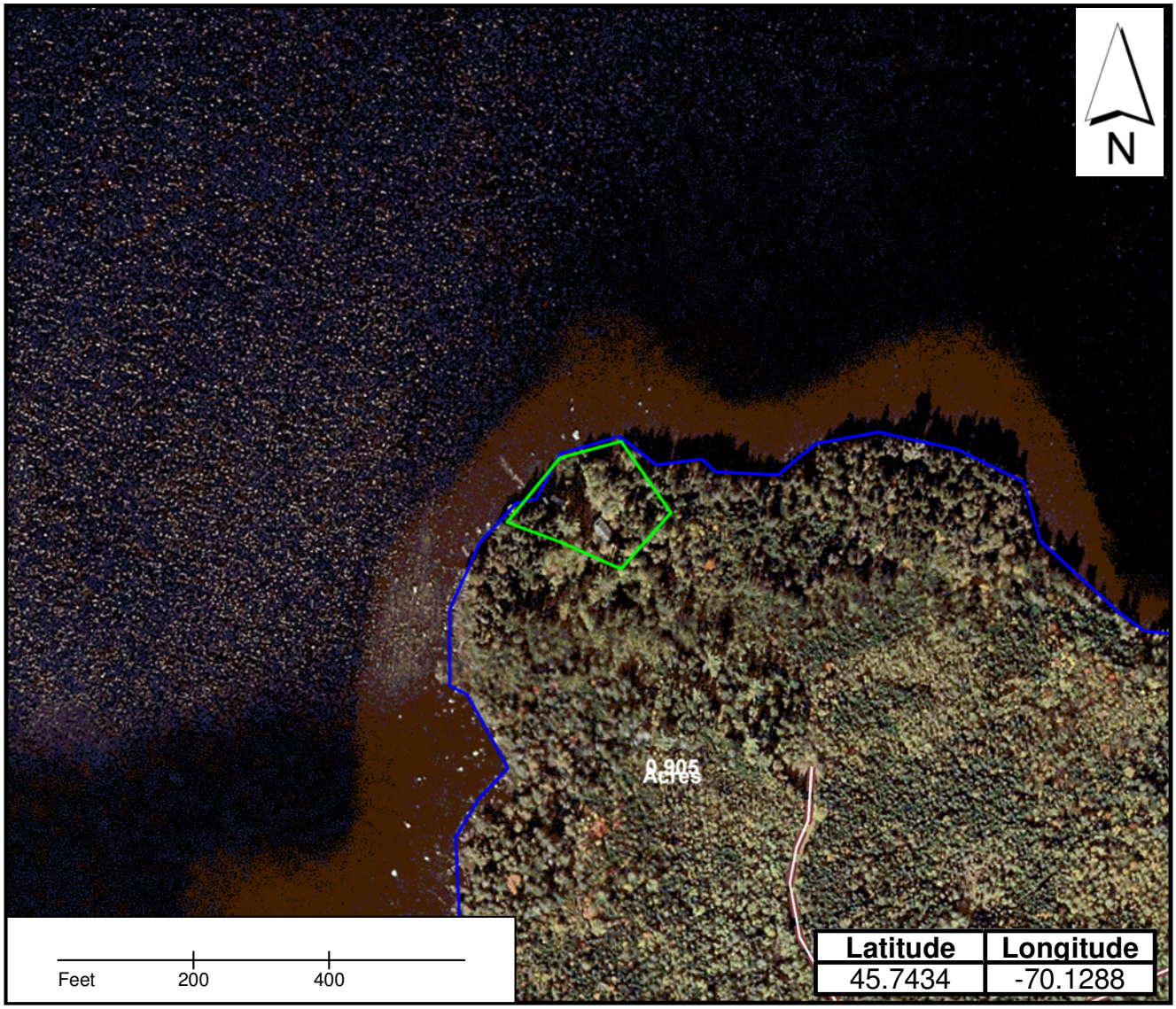
BY: Timothy Dorrell

Timothy Dorrell, Senior Resource Manager

LESSEE: John Brochu

John Brochu

Thorndike

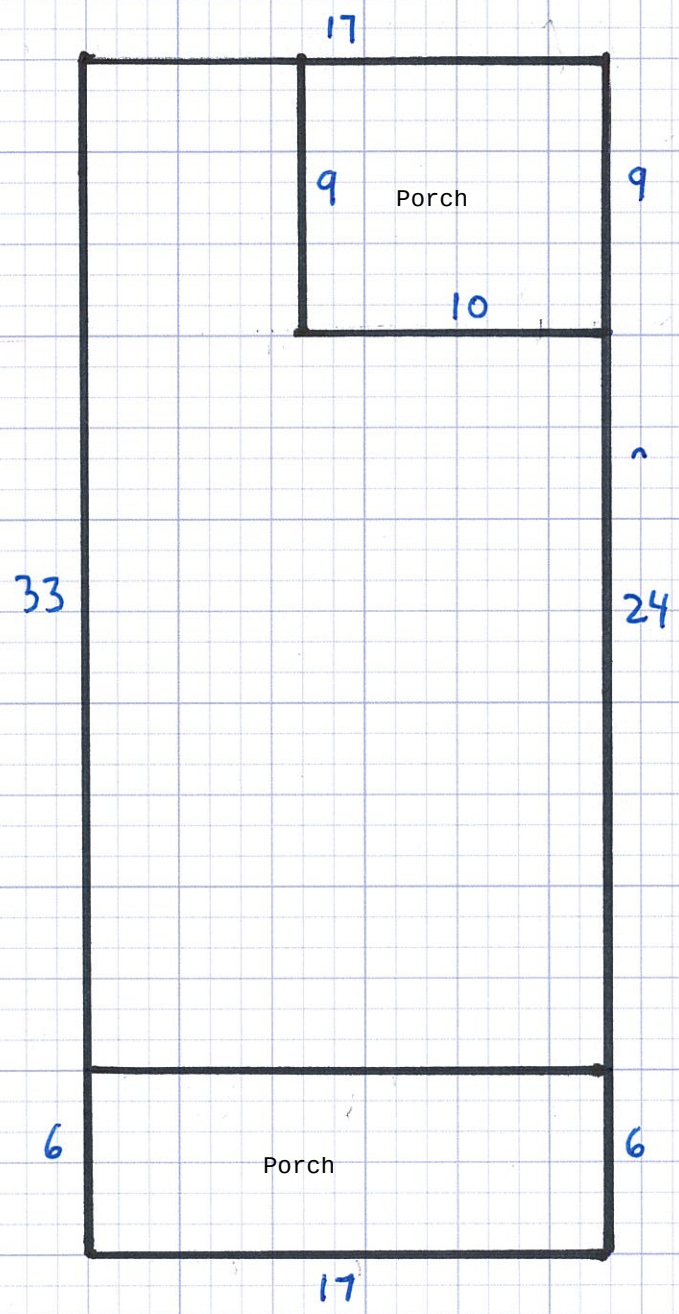


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

BROCHU - THORNDIKE



Additional Buildings:

Guest cottage:	12' X 16'
Woodshed:	8' X 14'
Outhouse:	4' X 4'
Pump house:	8' X 8'

PROPERTY RECORD CARD - TOWNSHIP

T3 R2 NBKP

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
~~KRUKOWSKI J CHRISTOPHER~~			/		/
Brochu, John				Per Plum Creek	

MAP NO.	SO039
PLAN NO.	01
LOT NO.	3
LEASE NO.	72
LEASE FROM	Plum Creek
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

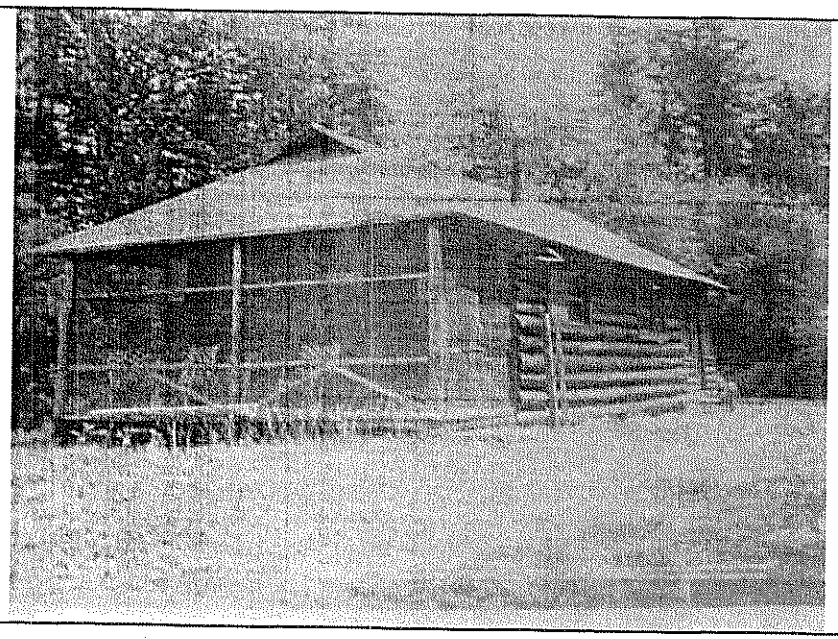
Account # 258560001

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name **FISH POND** Waterfront Acres

Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
Fish Pond

Date Printed 12/29/2005

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$13,890
ADDITIONAL CARDS	
TOTAL VALUE	$13,890

Brochu - Thorndike

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258560001

Foundation	1	Posts	No Basement Area	(4,498)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	Horiz log	Finished Loft Area	0
Floors	2	softwood part bd		
Heating	1	None	No Heat Area	(424)
Plumbing	2	3pc Bath Inexpensive Fixtures Heater Pump		0
Lighting	2	Generator	Other	
TOTAL	16.5	SURVEY BY	Total Adds & Deducts	(4,922)
GRADE	1.65			
COND.	70%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/3/05

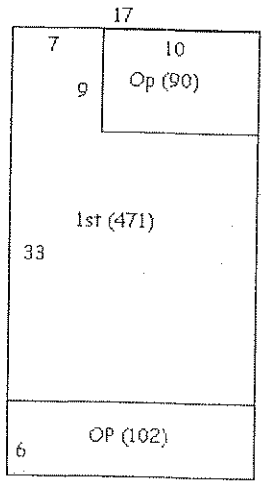
FUNCTIONAL OBSOL %		ECONOMIC OBSOL %	
		Area	
		Access	
		No Elec	
TOTAL	0	Services	
FACTOR	1	Topo	
		TOTAL	0
		FACTOR	1

Current Cost Factor
1.25

KRUKOWSKI J CHRISTOPHER

Stories	Grade	Area	Cost Rep.
1st	1.65	471	16630
op	2	102	2030
Platform	2	90	1010
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	19670
Adjustment =	(4,922)
Adjusted Cost Rep	14,748
x Current Cost Factor	18,440
Condition	0.7
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	12910
Plus Outbuildings	980
TOTAL VALUE BUILDINGS	**13890**



OUTBUILDING	Shed				
Floors	Wood				
Foundation					
Ext. Walls					
Roof	Asph Shngl				
Interior					
Wall-Height					
Electricity	Yes				
Other					
Other Cost					
TOTAL COST	11.7	0	0	0	0
Size	12x16				
Area	192				
COST OF REP	2246	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	2808	0	0	0	0
Phys / Func / Ec %	0.7 / 0.5 / 1	/ /	/ /	/ /	/ /
RCNLD.	980	0	0	0	0

September 2009

Brochu - Thorndike

Leased Lot #31

	Township	County	Lessee	Description
31	Thorndike	Somerset	WILLIAM E SHELLEY	Camp on westerly shore of Luther Pond, approximately one quarter mile south of the inlet; Thorndike, T3 R2 NBKP, Somerset County, Maine. Confirmed as lease # 73 (approximately 1.2 acres).

Plum Creek Land Company

No. 73

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Land Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and WILLIAM E SHELLEY ("Lessee") whose address is 6414 NW 36 AVENUE, COCONUT CREEK, FL 33073 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in ("Leased Premises"):

Campsite on westerly shore of Luther Pond, approximately one quarter mile south of the inlet; Thorndike, T3 R2, NBKP, Somerset County, Maine.

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation,

either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Land Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: WILLIAM E SHELLEY
6414 NW 36 AVENUE
COCONUT CREEK, FL 33073

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

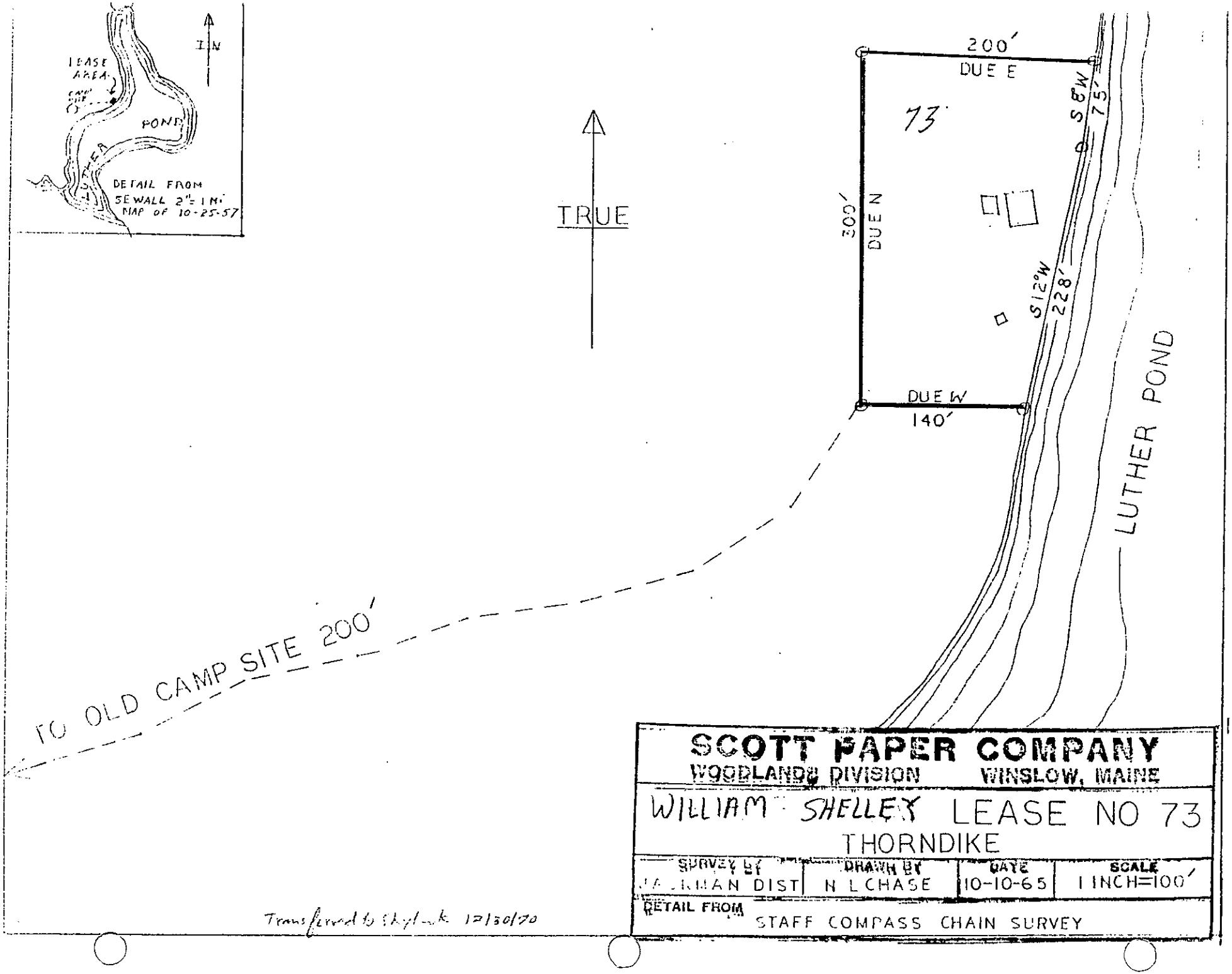
LESSOR: PCLC

BY: Timothy Dorrell

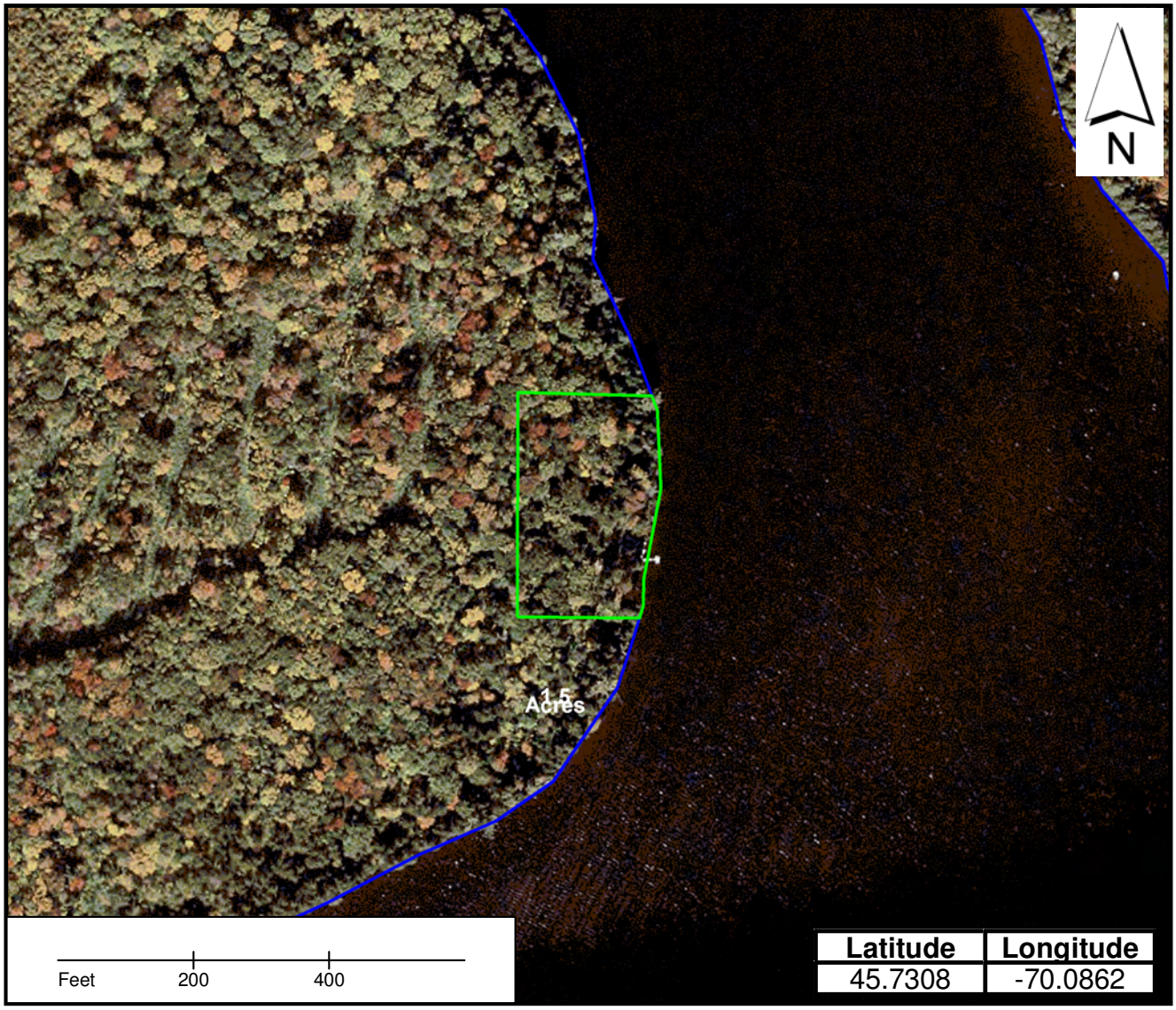
Timothy Dorrell, Senior Resource Manager

LESSEE: William E. Shelley

WILLIAM E SHELLEY


LEASE AREA
POND
DETAIL FROM SEWALL 2"=1 MI. MAP OF 10-25-57
TRUE
200'
DUE E
73
S 8°W
75'
300'
DUE N
S 12°W
228'
DUE W
140'
LUTHER POND
TO OLD CAMP SITE 200'
SCOTT PAPER COMPANY
WOODLANDS DIVISION WINSLOW, MAINE
WILLIAM SHELLEY LEASE NO 73
THORNDIKE
SURVEY BY
DRAWN BY
N L CHASE
DATE
10-10-65
SCALE
1 INCH=100'
DETAIL FROM
STAFF COMPASS CHAIN SURVEY
Transferred to Shylock 12/30/70

Thorndike

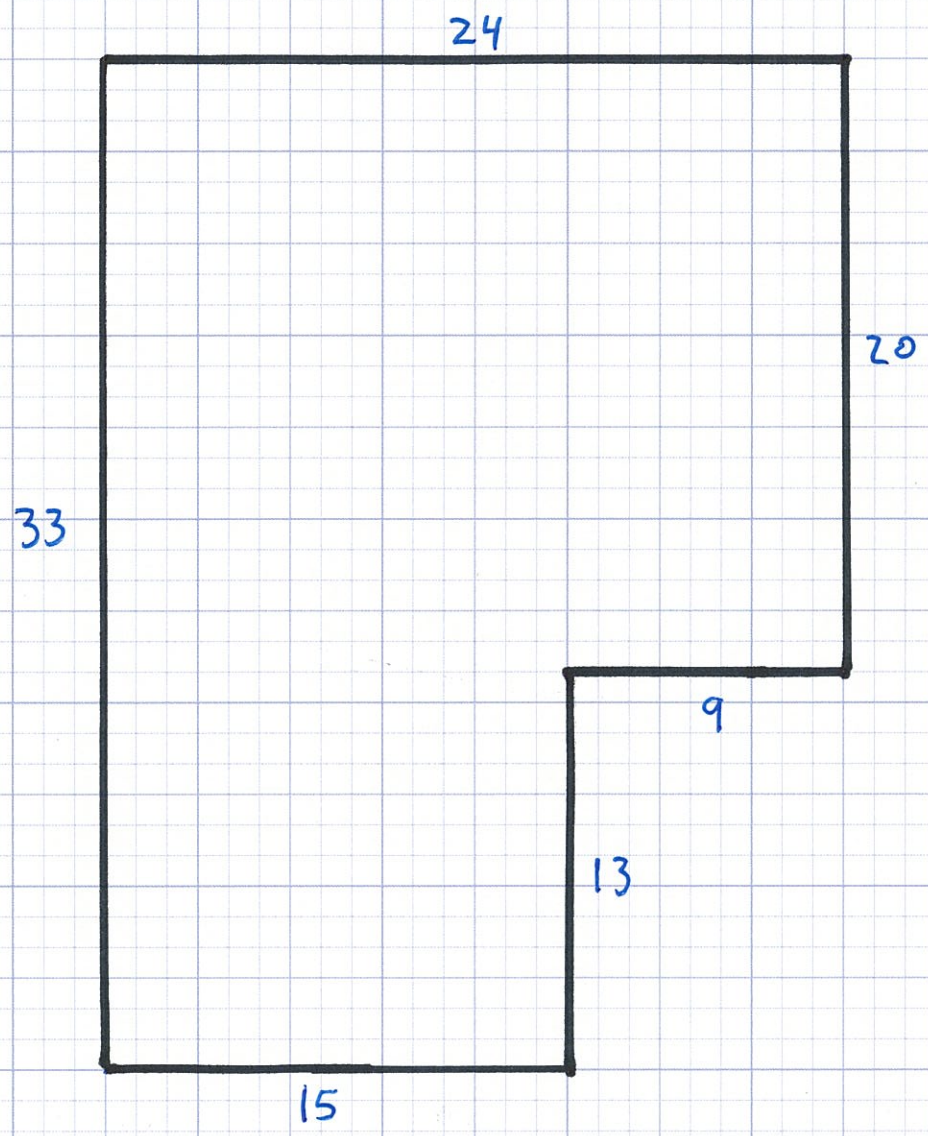


Lease Lot locations
Water
Roads
Streams

Lease location coordinates
are from the center of the lot

PlumCreek

SHELLEY - THORNDIKE



Additional Buildings:
Wood Shed: 8' X 8'
Storage Shed: 12' X 14'
Outhouse: 4' X 4'

Shelley - Thorndike

September 2009

PROPERTY RECORD CARD - TOWNSHIP T3 R2 NBKP COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
SHELLEY WILLIAM			/		/

MAP NO.	SO039
PLAN NO.	01
LOT NO.	4
LEASE NO.	73
LEASE FROM	Plum Creek
SUDB LOT #	
EXEMPT	
CARD	of

September 2009

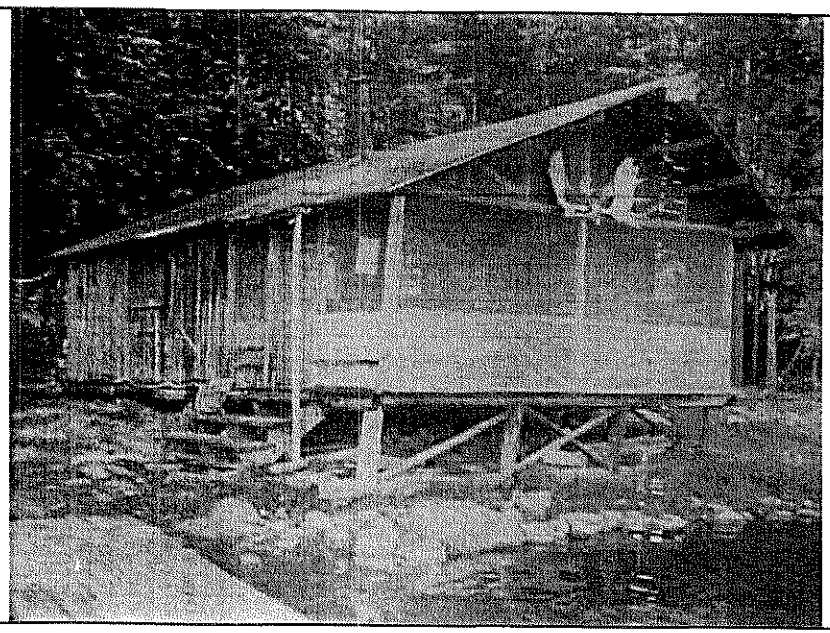
Account # 258560004

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0	0	$0
Acreage		$350		$0
Wet Land / Barren		$90		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0
Topography				

Lake Name LUTHER POND Waterfront Acres Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:
LUTHER POND

Date Printed 12/29/2005

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$8,740
ADDITIONAL CARDS	
TOTAL VALUE	$8,740

Shelley - Thorndike

Window Inspection

CONSTRUCTION DETAILS

ADDS / DEDUCTS 258560004

Foundation	1	Posts	No Basement Area	(3,782)
Basement	1	None	Finished Area	0
Framing	2	Log Style		
Roof	2	Boards Lightweight Asphalt Shingles		
Interior	1.5	Natural Log Walls Open Ceiling	Loft Area	0
Exterior	2	LOGS	Finished Loft Area	0
Floors	2	Softwood		
Heating	1	None	No Heat Area	(356)
Plumbing	1	None		(2,130)
Lighting	2	Generator	Other	
TOTAL	15.5	SURVEY BY T Walker 07/12/84	Total Adds & Deducts	(6,268)
GRADE	1.55			
COND.	65%			

SHELLEY WILLIAM

Stories	Grade	Area	Cost Rep.
1st	1.55	396	14110
op	2	140	2820
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	16930
Adjustment =	(6,268)
Adjusted Cost Rep	10,662
x Current Cost Factor	13,330
Condition	0.65
Functional Factor	1
Economic Factor	0.9
Cost Rep Less Dep	7800
Plus Outbuildings	940
TOTAL VALUE BUILDINGS	**8740**

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

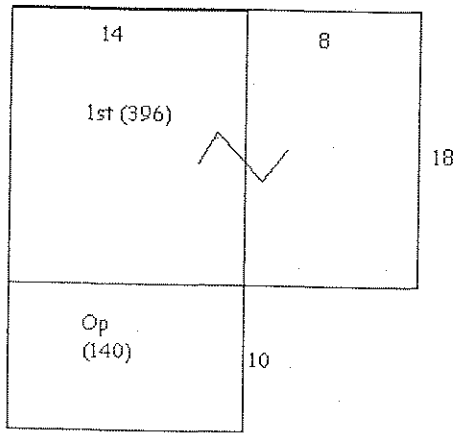
ECONOMIC OBSOL %	
Area	
Access	0.1
No Elec	
Services	
Topo	
TOTAL	0.1
FACTOR	0.9

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/3/05

Current Cost Factor
1.25

Located on Luther Pond trail thru woods can't be located. Follow stream by washed out bridge and then along shore (very rough)



OUTBUILDING	Gen Shed				
Floors	Wood				
Foundation					
Ext. Walls	Aluminum				
Roof	Metal				
Interior					
Wall-Height					
Electricity	Yes				
Other					
Other Cost					
TOTAL COST	14	0	0	0	0
Size	14x12				
Area	168				
COST OF REP	2352	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	2940	0	0	0	0
Phys / Func / Ec %	0.8 / 0.4 / 1	/ /	/ /	/ /	/ /
RCNLD	940	0	0	0	0

September 2009

Shelley - Thorndike

Leased Lot #32

	Township	County	Lessee	Description
32	West Forks	Somerset	NANCY STANLEY	Southeast shore of Dead Stream Pond (approximately 0.5 acres).

Plum Creek Land Company

No. 1128

Transfer to Jonathan Stanley as of 1/13/09

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Land Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and MRS NANCY STANLEY ("Lessee") whose address is PO Box 302, S GARDINER, ME 04359 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in West Forks ("Leased Premises"):

Lot 4 on Dead Stream Pond, West Forks, Somerset County, Maine; containing 0.45 acre. Together with an easement for water access purposes, an area situate between the road passing to the front of Dead Stream Pond Lots 2, 3, 4 and Dead Stream Pond, and als

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	*Invoice to follow*

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Land Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: MRS NANCY STANLEY
PO Box 302
S GARDINER, ME 04359

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR: PCLC

BY: Timothy Dorrell

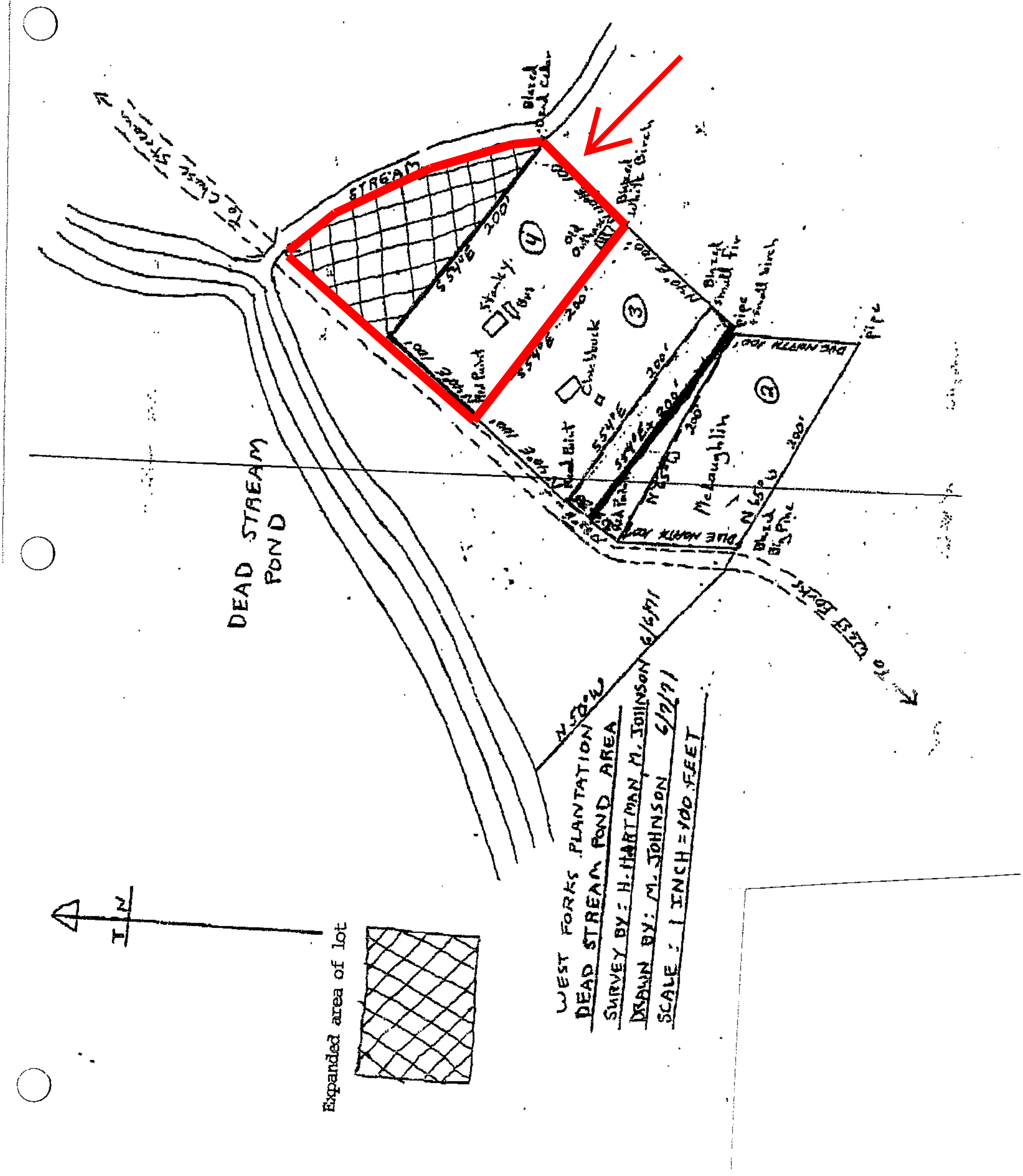
Timothy Dorrell, Senior Resource Manager

LESSEE: Nancy L. Stanley

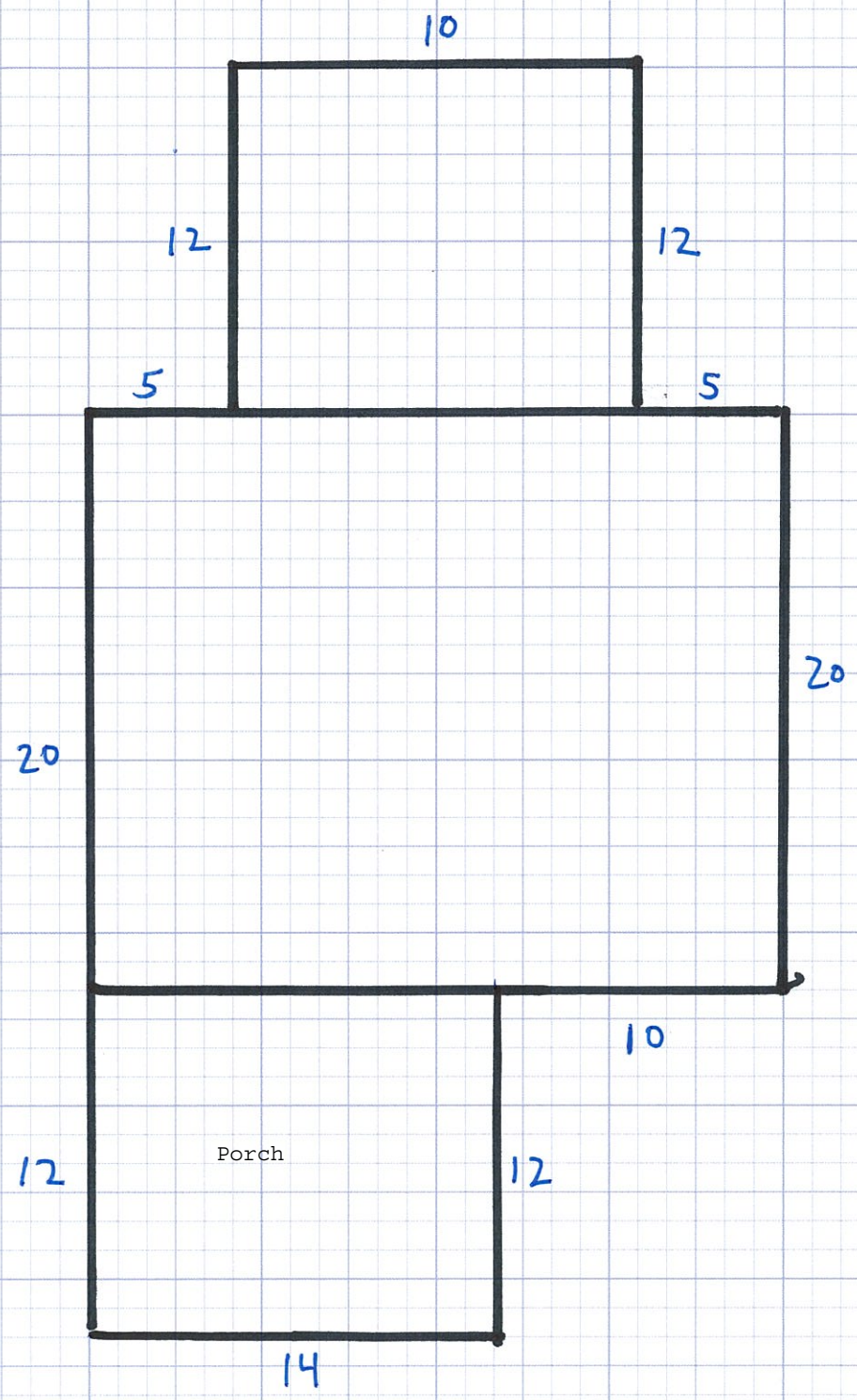
MRS NANCY STANLEY

Nancy L. Stanley

EXHIBIT "A"


STREAM
DEAD STREAM POND
Stanley
Chubbuck
McLaughlin
WEST FORKS PLANTATION
DEAD STREAM POND AREA
SURVEY BY: H. HARTMAN, M. JOHNSON 6/6/71
DRAWN BY: M. JOHNSON 6/17/71
SCALE: 1 INCH = 100 FEET
Expanded area of lot

STANLEY - WEST FORKS



Additional Buildings
Shed: 10' X 10'
Outhouse: 3' X 3'

Stanley - West Forks

September 2009

Stanley - West Forks

PROPERTY RECORD CARD - TOWNSHIP | WEST FORKS PLT | COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
STANLEY, NANCY, JONATHON	P.O. BOX 302		/		/
	S. GARDINER, ME 04359				

MAP NO.	SOMERSET
PLAN NO.	16
LOT NO.	4
LEASE NO.	YES
LEASE FROM	PLUM CR
SUDB LOT #	
EXEMPT	
CARD	1 of

Account # 25330113

911 Road Name

Date of Review | Review by

Date of Review | Review by

Review Comment

LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
1.0 ac				0

Base type test	Base lot	Unit Value	Factor	Base lot Value
Leased Lot		$0		$0
Acreage		$370		$0
Wet Land / Barren		$95		$0

Topography

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft			1	$0
Next 300 fr ft	0		0	$0
550+ fr ft	0		0	$0

Topography

Lake Name | Waterfront Acres | Total Waterfront Valu $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 | Drilled Well $0

GPS Coordinates

Notes:
Dead Stream Pond Area

Date Printed 8/3/2009

TOTAL VALUE LAND	$0
VALUE BUILDINGS	$15,530
ADDITIONAL CARDS	
TOTAL VALUE	$15,530

Stanley - West Forks

CONSTRUCTION DETAILS

ADDS / DEDUCTS 25330113

Foundation	1	Posts	No Basement Area	(4,966)
Basement	1	None	Finished Area	0
Framing	3	Average		
Roof	3	Plywood Asphalt Shingles		
Interior	2	min	Loft Area	0
Exterior	3	T-111 (5/8)	Finished Loft Area	0
Floors	2	Plywood No Cover		
Heating	1	None	No Heat Area	(468)
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	18.0	SURVEY B previous info	Total Adds & Deducts	(7,564)
GRADE	1.60			
COND.	70%			

STANLEY, NANCY, JONATHON

Stories	Grade	Area	Cost Rep.
1st	1.8	520	19060
1st Add	2	120	3220
Platform	2	168	1510
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	23790
Adjustment =	(7,564)
Adjusted Cost Rep	16,226
x Current Cost Factor	20,280
Condition	0.7
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	14200
Plus Outbuildings	1330
TOTAL VALUE BUILDINGS	15530

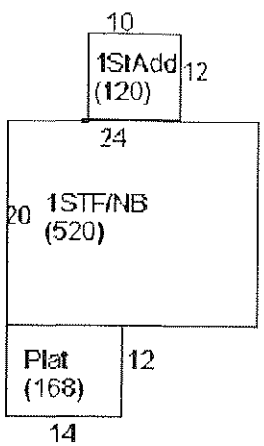
FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

Current Cost Factor
1.25



OUTBUILDING	SHED A				
Floors	Wood				
Foundation					
Ext. Walls	T-111				
Roof	Asph Shngl				
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	11.8	0	0	0	0
Size	10 X 10				
Area	100				
COST OF REP	1180	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	1475	0	0	0	0
Phys / Func / Ec %	0.9 / 1 / 1	/ /	/ /	/ /	/ /
RCNLD	1330	0	0	0	0

Leased Lot #33

	Township	County	Lessee	Description
33	West Forks	Somerset	NEIL CHUBBUCK	Southeast shore of Dead Stream Pond (approximately 0.5 acres).

Plum Creek Land Company

No. 1125

LEASE AGREEMENT dated as of the 1st of January, 2009 by and between Plum Creek Land Company a Delaware limited liability company ("Lessor") whose address is 999 third Avenue, Suite 4300, Seattle, Washington 98104 and NEIL CHUBBUCK ("Lessee") whose address is 41 Mill Road, EDGECOMB, ME 04556 (the "Lease Agreement").

FOR AND IN CONSIDERATION of the payments to be made and the agreements to be performed, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property pursuant to the terms and conditions set forth herein.

1. Leased Premises.

a. Lessor shall lease to Lessee the following described tract(s) of unimproved land located in West Forks ("Leased Premises"):

Lot 3 at Dead Stream Pond, West Forks, Somerset County, Maine. Said lot fully described and indicated colored in red on attached plan which is a part of this lease, together with an easement for water access purposes, an area situate between the road pas

2. Grant of Access Permit.

a. Lessor hereby grants to Lessee permission to cross lands of the Lessor on presently established roads for access to and from the Leased Premises to the extent reasonably required by Lessee. Such access permission shall terminate on the termination date as set forth in this Lease Agreement.

b. Lessee agrees not to build any roads or request any public utilities to provide electrical, telephone or other services without the prior written consent of Lessor. Lessor reserves the right to close, lock or otherwise restrict access along or through roads, gates or rights-of-way under its control at any time when it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, the spring mud season, periods of high fire danger or periods when logging equipment is unattended. Further, Lessee shall not install gates, close or lock existing gates or otherwise restrict access along or through such roads, gates or rights-of-way without prior written permission of Lessor. Road maintenance (including snow plowing) by Lessor shall be performed only as necessary for Lessor's own use and operations. Lessor shall be under no obligation to maintain any access road.

c. Lessee may install cable, rope or chain gates located within the boundaries of the Leased Premises (rights-of-way excepted) provided that; (i) they are low-hanging; (ii) they are removed (or dropped) during the winter; and (iii) they are marked with brightly colored reflective material that extends across the width of the cable, rope or chain gate. Other types of gates within the boundaries of the Leased Premises (rights-of-way excepted) are allowed; provided they are marked with brightly colored reflective material that extends across the width of the gate.

3. Purpose. The Leased Premises shall be used only for (circle applicable use) seasonal recreational, residential use, commercial sporting camps, or retail store.

4. Term. This Lease Agreement shall commence as of January 1, 2009 and shall terminate on December 31, 2009. Lessee acknowledges that Lessor shall have no obligation, either expressed or implied, to renew this Lease Agreement, except that Lessor shall give Lessee one (1) year's notice of termination without cause or non-renewal.

5. Rental Amount. Upon execution hereof and on the first day of every subsequent January during the term of this Lease Agreement, Lessee shall pay to Lessor without demand at the address of Lessor set forth in Paragraph 23 below, the annual rental amount as follows (the "Rental Amount"):

Year	***Rental Amount***
2009	***Invoice to follow***

It is important to remember that you will be charged a monthly late fee in the amount of ten percent (10%) of the annual lease payment if not paid on or before January 31, 2009. In addition, to the interest payment, you will be charged a flat fee of $50.00 for payments received after sixty (60) days of the due date, January 31, 2009 of this agreement.

6. Termination; Site Clean Up and Release.

a. Notwithstanding the provisions of Paragraph 4 above, if the Lessee shall fail to pay the Rental Amount when due or fails to perform any other covenant or obligation in accordance with this Lease Agreement, Lessor may, in its sole discretion, terminate this Lease Agreement upon thirty (30) days written notice to Lessee.

b. Lessee, at its election, may terminate this Lease Agreement, upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall forfeit any unused portion of advance rent paid to Lessor. In addition, Lessee shall remove any improvements owned by Lessee located on or within the Leased Premises during the above-referenced thirty (30) day period, together with all out buildings and all appurtenant fixtures, machinery and equipment installed therein, if any; excepting, however, any water wells located on the Leased Premises.

c. Except as provided in Paragraph 16 below, if at any time during the term of this Lease Agreement, Lessor sells or otherwise conveys the land including the Leased Premises to a third party, this Lease Agreement shall terminate as of the closing date of such sale. Such closing date shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

d. In the event that the entire Leased Premises is taken for public or quasi-public purposes by any governmental power whatsoever or by a corporation under the right of eminent domain, this Lease Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. The date of vesting in the condemning authority shall operate as though it were the date originally intended by the parties hereto for expiration of this Lease Agreement. In such a case, there shall be a pro rata allocation of rent.

e. In the event of termination of this Lease Agreement for any reason whatsoever, including the conclusion of the lease term, Lessee shall leave the Leased Premises in a clean and sanitary condition satisfactory to Lessor, including but not limited to the provisions set forth in Paragraph 6b. above concerning removal of all structures and improvements. In the event of Lessee's failure to do so, Lessor may cause such clean up and structure removal to be accomplished and Lessee shall reimburse Lessor for the cost of any such clean-up, structure removal, and disposal.

f. Lessee hereby fully and forever discharges and releases Lessor from any and all liability, claims, demands, and costs whatsoever arising out of any cause of action, in law or in equity, related to, arising out of or in connection with Lessor's failure to perform said clean-up and structure removal as required herein.

g. Lessee agrees, for himself or herself and for his or her heirs, dependents, and other family members (collectively "Dependents") not to institute any suit or action, at law or in equity, against Lessor and not to assist the prosecution of any claims for damages or take any other action that Lessee or his or her Dependents hereafter may have by reason of injury or death to Lessee or his or her Dependents or loss of or damage to the Cabin. Lessee acknowledges that the provisions of this Paragraph 6.g. shall continue in full force and effect at all times and shall be binding upon their Dependents. In addition, the provisions of this Paragraph 6.g. shall survive the termination of this Lease Agreement.

7. Reserved Rights.

a. Lessor reserves unto itself, and to others designated by it, the right to use the Leased Premises for any purposes not inconsistent with the rights of the Lessee herein, such rights to include but not be limited to the right to cross over or under the Leased Premises at any point for the purpose of constructing, operating and maintaining electric transmissions line, communication lines, pipelines, conduits and roadways and for any purpose related to logging operations and related logging activities.

b. Lessor, by its agent, shall have the right to go upon the Leased Premises at all times for the purpose of inspecting same.

8. Improvements. Lessee may not construct improvements on the Leased Premises without the prior written permission of Lessor. Any such improvements must comply with the laws, rules and regulations of the State of Maine and the United States and with all other applicable governmental authorities and with the attached Land Use and Building Restrictions schedule which is incorporated herein by this reference. Lessee shall, at its sole expense, maintain all existing improvements during the term of this Lease Agreement.

9. Taxes and Subsequent Change to Rental Amount. Lessor shall pay all usual and ordinary taxes levied or assessed upon the Leased Premises. Lessee shall pay all taxes, charges, assessments and other impositions levied upon the buildings, improvements and fixtures on the Leased Premises, if any. Further, Lessee agrees that the ownership of any and all buildings, on the Leased Premises shall be reported to the property tax assessors in compliance with the laws of Somerset County and the State of Maine. It is expressly understood and agreed that if the real estate taxes on the Leased Premises be increased during the term of this Lease Agreement, Lessor may, at its sole discretion, provide thirty (30) days notice to Lessee of such increase and Lessee shall pay such increase as additional rent to the Rental amount set forth in Paragraph 5 above. Failure to pay the taxes and other charges provided herein shall constitute a default under this Lease Agreement.

10. Compliance with Laws. Lessee shall comply strictly with all applicable laws of the State of Maine and the United States, rules and regulations now in effect, or hereafter to be enacted and effective Restrictions set forth in Paragraph 11 below.

11. Restrictions.

a. Lessee shall cut no timber or reproduction from the Leased Premises without written permission from Lessor, and will pay Lessor for all timber and reproduction cut or damaged on the basis of Lessor's estimate of the quantity and value thereof.

b. Lessee shall neither assign this Lease Agreement or any interest therein, nor sublet the Leased Premises or any part thereof. Lessee shall not permit the use of the leased Premises by other parties, whether such use if by formal agreement with a third party or otherwise, without the prior written consent of the Lessor. Any such unauthorized assignment, sublease or use of the Leased Premises shall be deemed a default by Lessee, and will be subject to the termination provisions contained in Paragraph 6 hereof.

12. Hazardous Materials. Lessee hereby releases the Lessor from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination on, within, or from the Leased Premises before or during the term hereof, including any renewals, hereof. As used in this Paragraph, the term "applicable environmental laws" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of the 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined, thereby, the broader meaning shall apply to this Paragraph 12 after the effective date of the amendment.

13. Fire Control. Lessee shall not set or permit the setting of fires on the Leased Premises nor on adjoining lands owned or controlled by Lessor. If Lessee, or its employees or agents in their operations on said Leased Premises, or otherwise, should set fire or fires on said Leased Premises or on adjoining lands, Lessee shall be responsible therefore as fully to all intents and purposes as Lessor is responsible as owner of the land, and shall pay and indemnify Lessor for any expense to which it may be put or which it may incur, or be liable for, to the State of Maine, any forest protective association or to any others, for and on account of fighting and suppressing any fire originating on said Leased Premises or spreading therefrom to said adjoining lands or originating thereon; it being the intent of this Lease Agreement that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of setting fires on said land or on said adjoining lands, or fire spreading from said land or adjoining lands to other lands.

14. Shore and Flowage Rights.

This Lease Agreement is subject to the right of Lessor, its successors and assigns, to flow the Leased Premises to the extent permitted by law. Lessee shall have no claim or recourse against Lessor or others in case of personal injury or property damage caused by such flowing or due to any act of nature or conditions beyond the control of Lessor.

Lessor reserves for itself, its successors and assigns, the right to use the shore or adjacent areas of the Leased Premises as required for landing boats or hauling or handling logs or logging equipment.

15. Indemnification. Lessee will assume all risk of and indemnify and hold harmless, and at its expense, defend Lessor 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 employees of Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Lessor resulting partly or wholly, directly or indirectly from Lessee's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of Lessor.

16. Right of First Refusal. In the event Lessor desires to sell or convey or offer to sell the Leased Premises as a separate lot to a third party not affiliated with Lessor (i.e. not a subsidiary, or parent company, etc.), or if Lessor receives an offer from a third party to purchase the Leased Premises as a separate lot and Lessor desires to accept such offer, the following terms and conditions shall apply:

(a) Offer by Lessor. In the event Lessor desires to offer to sell the Leased Premises as a separate lot, Lessor shall make such offer in writing to Lessee at an offer price based on the fair market value of the Leased Premises as determined by Lessor (the "Offer Price"). Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer of sale by Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may offer the Leased Premises for sale to a third party; provided, however, that Lessor may not sell the Leased Premises to a third party for an amount which is less than the Offer Price without first following the notification procedures detailed herein and allowing Lessee the opportunity to purchase the Leased Premises at such lower price.

(b) Receipt of Offer to Purchase. In the event Lessor receives an offer to purchase the Leased Premises from a third party and Lessor desires to accept such offer, Lessor shall so notify Lessee of the terms of such offer. Lessee shall have ninety (90) days from Lessee's receipt of such offer to accept such offer upon the same terms and conditions as those contained in the offer to Lessor. In the event Lessee accepts such offer, the sale and purchase of the Leased Premises must close within forty-five (45) days of Lessee's acceptance of Lessor's offer. In the event Lessee fails to respond to Lessor's notice within such ninety (90) day period, Lessee shall be deemed to have waived its right of first refusal and Lessor may sell the Leased Premises to such third party.

(c) Conveyance of Leased Premises. Upon payment by Lessee of the purchase price established under either of the aforesaid methods, together with Lessee's payment of all costs of closing, including all transfer taxes, title examination expenses and escrow fees, the Lessor shall deliver to Lessee a quitclaim deed, subject to all land use and zoning statutes and regulations and all encumbrances of record.

17. Entire Agreement. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

18. Severability. If any provision of this Lease Agreement (other than those relating to payment of the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Change in Terms; Amendments to Lease Agreement. Any changes in the terms or amendments to this Lease Agreement must be in writing and executed by both the Lessor and Lessee. Lessor must provide at least thirty (30) days written notice to Lessee of any material change in the terms hereof.

20. Governing Law. This Lease Agreement shall be interpreted and construed under the laws of the State of Maine.

21. Meaning of Terms. Word of any gender in this Lease Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

22. Attorneys' Fees. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

23. Notices. Service of any notices hereunder shall be deemed adequate if such notice is deposited with the United States Postal Service, postage prepaid, addressed to the other party as follows:

LESSOR: Plum Creek Land Company
49 Mountain Avenue
PO Box 400
Fairfield, Maine 04937-0400

With a copy to: Plum Creek
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Law

LESSEE: NEIL CHUBBUCK
41 Mill Road
EDGECOMB, ME 04556

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, the date and year first above written.

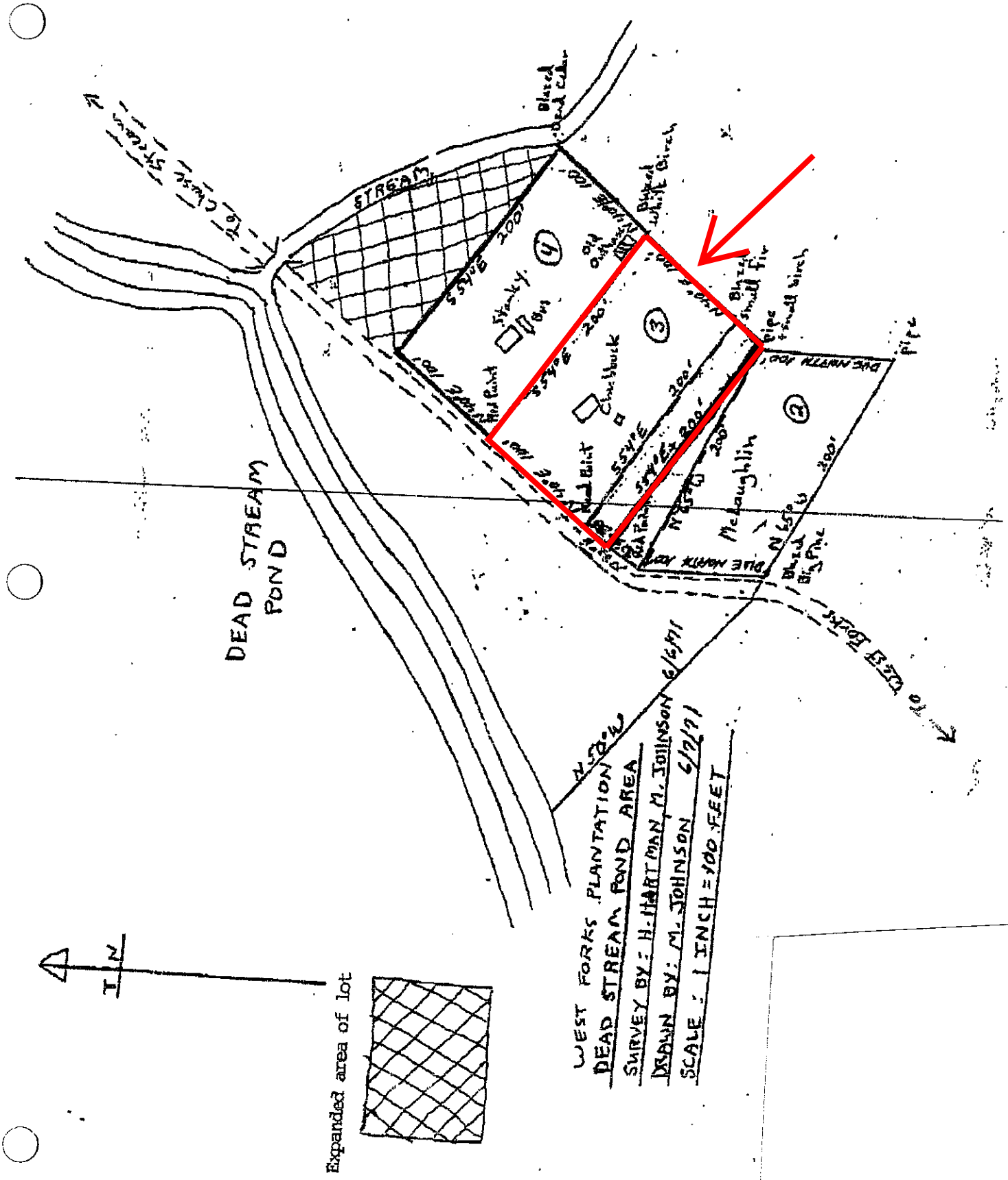
LESSOR: PCLC

BY: _____
Timothy Dorrell, Senior Resource Manager

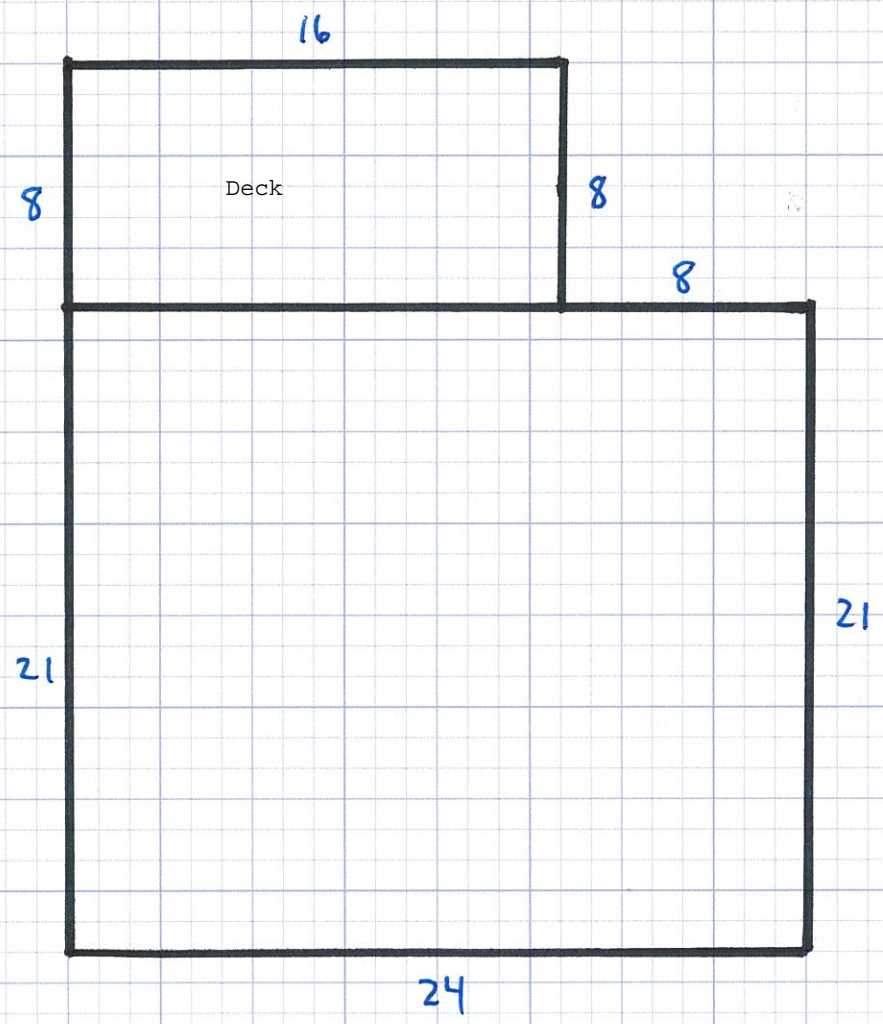
LESSEE: _____
NEIL CHUBBUCK

_____

EXHIBIT "A"


DEAD STREAM POND
STREAM
Clear Stream
Blazed Dead Cedar
Blazed White Birch
Blazed Small Fir
Pipe
Pipe
Pipe North Road
Pipe North Road
Chubbuck
McLaughlin
Blazed Big Pine
To West Forks
N 45°W
6/6/71
WEST FORKS PLANTATION
DEAD STREAM POND AREA
SURVEY BY: H. HARTMAN, M. JOHNSON
DRAWN BY: M. JOHNSON 6/2/71
SCALE: 1 INCH = 100 FEET
N
Expanded area of lot

CHUBBUCK - WEST FORKS



Additional Buildings:
Outhouse: 3' X 3'

PROPERTY RECORD CARD - TOWNSHIP

WEST FORKS PLT

COUNTY SOMERSET

NAME	ADDRESS	DATE	BOOK / PAGE	DATE	BOOK / PAGE
CHUBBUCK, KENNETH HEIRS OF	R#1 BOX 209			12/1/2000	2758 142
	N. EDGECOMB, MAINE 04556				

MAP NO. SOMERSET

PLAN NO. 16

LOT NO. 3

LEASE NO.

LEASE FROM

SUDB LOT #

EXEMPT

CARD 1 of 1

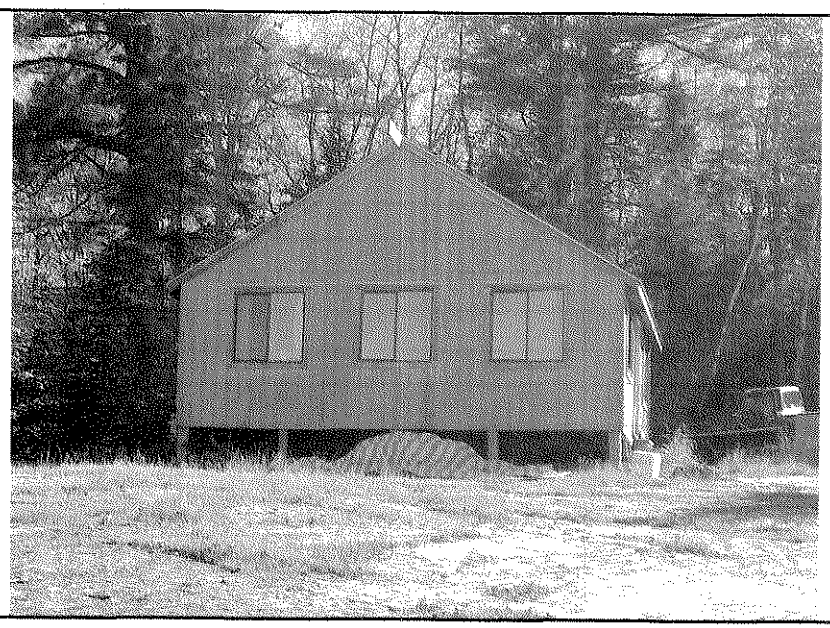
Account # 25330112

911 Road Name

Date of Review Review by

Date of Review Review by

Review Comment



LAND VALUATION

Std Lot Size	Std Depth	Avg Depth	Front Foot Price	Parcel Acres
0.50 ac	200 ft.	200	$0	1.8

Base type test	Base lot	Unit Value	Factor	Base lot Value
Developed Dirt Road	0.9	$10,200	1.34	$13,670
Acreage		$370		$0
Wet Land / Barren		$95		$0
Topography				

Waterfront Front Feet		Depth Factor	Excess Factor	
First 250 fr ft		1	1	$0
Next 300 fr ft	0	1	0	$0
550+ fr ft	0	1	0	$0
Topography				

Lake Name **DEAD STREAM POND** Waterfront Acres 0.9 Total Waterfront Value $0

Other	Acres	$/ac	Topography	
				$0
				$0

Paving $0 Drilled Well $0

GPS Coordinates

Notes:

Date Printed 7/1/2009

TOTAL VALUE LAND	$13,670
VALUE BUILDINGS	$15,490
ADDITIONAL CARDS	
TOTAL VALUE	$29,160

Chubbuck - West Forks

September 2009

CONSTRUCTION DETAILS

ADDS / DEDUCTS 25330112

Foundation	1.5	Posts on concrete pads	No Basement Area	(5,501)
Basement	1	None	Finished Area	0
Framing	3	Average		
Roof	3	Plywood Asphalt Shingles		
Interior	1	Unfinished	Loft Area 396	950
Exterior	3	T-111 (5/8)	Finished Loft Area	0
Floors	3	Plywood WtoW Linoleum		
Heating	1	None	No Heat Area	(518)
Plumbing	1	None		(2,130)
Lighting	1	None	Other	
TOTAL	18.5	SURVEY BY PREVIOUS INF	Total Adds & Deducts	(7,199)
GRADE	1.85			
COND.	90%			

Story Height
1st = One Story
1.5st = 1(1/2) Story
1.75st = 1(3/4) Story
2st = 2 Story

Version: 1/4/06

FUNCTIONAL OBSOL %	
TOTAL	0
FACTOR	1

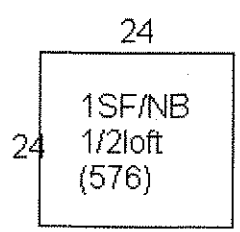
Current Cost Factor
1.25

ECONOMIC OBSOL %	
Area	
Access	
No Elec	
Services	
Topo	
TOTAL	0
FACTOR	1

CHUBBUCK, KENNETH HEIRS OF

Stories	Grade	Area	Cost Rep.
1st	1.85	576	20970
	0		0
	0		0
	0		0
	0		0
	0		0
Mh	L	W	0

Total Cost Rep	20970
Adjustment =	(7,199)
Adjusted Cost Rep	13,771
x Current Cost Factor	17,210
Condition	0.9
Functional Factor	1
Economic Factor	1
Cost Rep Less Dep	15490
Plus Outbuildings	0
TOTAL VALUE BUILDINGS	**15490**



OUTBUILDING					
Floors					
Foundation					
Ext. Walls					
Roof					
Interior					
Wall-Height					
Electricity					
Other					
Other Cost					
TOTAL COST	0	0	0	0	0
Size					
Area					
COST OF REP	0	0	0	0	0
Unit Additons					
Unit Cost					
COST FACTOR	0	0	0	0	0
Phys / Func / Ec %	/ /	/ /	/ /	/ /	/ /
RCNLD	0	0	0	0	0