PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
LAND USE PLANNING COMMISSION
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

Memorandum

To: First Roach Pond Concept Plan File

From: Naomi Kirk-Lawlor, Senior Planner

Date: December 16, 2016

Re: Administrative updates to First Roach Pond Concept Plan - Appendix 7

Administrative updates, effective December 12, 2016, have been made to the Concept Plan for First Roach Pond, which became effective January 24, 2002. Changes were made to the First Roach Pond North Shore West Homeowners' Association General Declaration of Covenants and Restrictions, which is one of the Declarations included as Appendix 7 in the Concept Plan. The attached letter from the LUPC describes the changes made to the Declaration. The new version of the Declaration is also included.

18 ELKINS LANE
WWW.MAINE.GOV/DACF/LUPC

PHONE: 207-287-2631
FAX: 207-287-7439

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
LAND USE PLANNING COMMISSION
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

PAUL R. LEPAGE
GOVERNOR

December 13, 2016

Hap Whelpley, Association President
C/O Northern Pride Lodge
3405 Lily Bay Road (Kokadjo)
Frenchtown Township, Maine 04441

Dear Mr. Whelpley:

The Land Use Planning Commission has reviewed the updates to the First Roach Pond North Shore West Homeowners' Association General Declaration of Covenants and Restrictions (the Declaration). We understand that more than 75% of the members voted in favor of these changes at a special meeting of the Association held on November 13, 2016.

In summary, these updates include the following:

- Edits that make clear that all of the subdivision lots have been sold and removal of references to "unsold lots"
- Changes stating that the Association is now responsible for plowing the roads
    - Note: the exclusion of Lot 24 from responsibility for plowing costs, other than for roads adjacent to Lot 24, remains from the original
- The removal of the requirement that the lots be separated into groups for purposes of road maintenance cost assessments
- An increase in the maximum annual assessment for each lot to $300 from $100

Pursuant to Section 8.2 of the Declaration, the Land Use Planning Commission approves these updates to the Declaration. A signed, attested copy of the amended Declaration is enclosed for recording in the Piscataquis County Registry of Deeds.

Regards,

Nicholas D. Livesay

Enclosure

Cc: Luke Muzzy, Weyerhaeuser (via e-mail only)

18 ELKINS LANE
WWW.MAINE.GOV/DACF/LUPC

PHONE: 207-287-2631
FAX: 207-287-7439

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE FIRST ROACH POND NORTH SHORE WEST HOMEOWNERS ASSOCIATION

NOTICE IS HEREBY GIVEN that at a duly called Special Meeting of the members on November 13, 2016, by an affirmative vote of not less than two-thirds of the Board of Directors and not less than three-fourths of the voting interests of the Association, the Declaration of Covenants and Restrictions of the First Roach Pond North Shore West Homeowners Association, as originally recorded in Piscataquis County Registry of Deeds Book 1425, Page 263, et seq., the Declaration is hereby amended as follows: The attached Amended Declaration of Covenants and Restrictions constitutes a revision, renumbering and rewording of the present Declaration of Covenants and Restrictions. For the original text, consult the Declaration dated October 8, 2002 which is recorded in the Piscataquis County Registry of Deeds Book 1425, Page 263, et seq.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President this 5 day of December, 2016.

Dated: DECEMBER 5, 2016

ATTEST: Hap Whelpley

Hap Whelpley, President of First Roach Pond North Shore West Homeowners Association

State of Wisconsin
_____, ss December 5, 2016

Then personally appeared the above-mentioned Hap Whelpley, President of First Roach Pond North Shore West Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

BELINDA L. FOSTER NOTARY PUBLIC STATE OF WISCONSIN

Before me,
Belinda L Foster
Notary Public/Attorney at Law

Printed Name: Belinda L. Foster

11202479.1

FIRST AMENDED GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

of the

FIRST ROACH POND NORTH SHORE WEST HOMEOWNERS ASSOCIATION

THIS AMENDMENT TO THE ORIGINAL DECLARATION (which Original Declaration was rerecorded in the Piscataquis County Registry of Deeds, Book 1425, Page 263) made this 5 day of December, 2016, and duly authorized by the Members of the First Roach Pond North Shore West Homeowners Association (herein called "the Association") and Weyerhaeuser Company (herein called "the Declarant") and approved by the Maine Land Use Planning Commission.

1. DECLARATION PURPOSES.

1.1. General Purposes. The Association and the Declarant are the Owner of certain real property located at or in Frenchtown Township, Piscataquis County, Maine known as the North Shore West Subdivision, (hereinafter, the "Subdivision").. Declarant and Association desire to provide for the perpetual maintenance of the private roads as specifically delineated herein to, from and within the Subdivision, to provide for the perpetual maintenance of common areas within the Subdivision, and to protect the Subdivision from any commercial development.

1.2. Declaration. To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter described in Article 3 as the "Properties," whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

2. DEFINITIONS. The following words and terms, when used in this Declaration (unless the context indicates otherwise), shall have the following meaning:

2.1. "Association" means the First Roach Pond North Shore West Homeowners Association, a Maine non-profit corporation with a place of business in Piscataquis County, Maine.

2.2. "Board" or "Board of Directors" means the duly elected Board of Directors of the Association.

2.3. "Common Area" means all interests in real property (including any improvements thereto) held by the Association for the common use of its members.

2.4. "Concept Plan" means that certain Concept Plan for First Roach Pond approved by the Maine Land Use Regulation Commission on January 9, 2002, as the same may be amended from time to time.

2.5. "Lot" means and refers to the individual Lots indicated on the Plans (as hereinafter defined) and shall include any buildings located thereon.

2.6. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot situated upon the Properties, but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.7. "Plans" means those plans and any amendments thereto (as more particularly described in Section 3.1, below) which show the Lots in the Subdivision.

2.8. "Properties" means and refers to all such existing properties, and additions thereto, as are subject to this Declaration.

2.9. "Roads" means and refers to all private roads and proposed private roads providing access to and within the Subdivision; provided, however, that the term "Roads" shall not include private driveways providing access to individual Lots.

3. PROPERTIES.

3.1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Frenchtown Township, Piscataquis County, State of Maine, and is more particularly described as follows, to wit: All those lots or parcels of land depicted as Lots 1—6, and Lots 25—28, and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - West" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 29; together with all those lots or parcels of land depicted as Lots 7—19, and Lots 29—32, and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - Central" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 30; together with all those lots or parcels of land depicted as Lots 20—24 and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - East" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 31.

4. RESTRICTIVE COVENANTS. The following restrictive covenants shall apply to all Lots:

4.1. Single Family. Lots within this Subdivision may only be used for single-family residential housing, or for single family seasonal camping. Only one single, family dwelling shall be permitted on each Lot.

4.2. Commercial Use. No commercial or business use, whether for profit or non-profit, may be made of a Lot or any structures thereon, except that rental of Lots is allowed for single family housing or for single family seasonal camping. No home occupations that display goods or generate traffic shall be permitted on any Lot.

4.3. Signs. No signs or advertisements, other than "for sale" signs and signs identifying a cabin or residence may be erected or permitted on any Lot. No sign permitted hereunder, whether on buildings or posts, or nailed to trees, may exceed 12" X 24" if such sign is visible from First Roach Pond or from any road used in common with other Lot Owners. All signs permitted hereunder must comply with the sign standards as set forth in the Concept Plan.

4.4. Limited Right of Way. Use of the Roads over which Lot Owners have been granted a right-of-way or easement is for the sole and express purpose of ingress and egress by Owners and their invitees. Such Limited Rights of Way shall be appurtenant to and run with the Lots.

4.5. Weather Tight Buildings. All buildings must be maintained in a weather tight condition.

4.6. Building Permits. No building or other construction may be undertaken on any Lot without first obtaining an. approved Building Permit from the Maine Land Use Planning Commission, in accordance with 12 M.R.S.A. §§ 681 through 689, or any subsequent regulatory body having jurisdictional authority.

4.7. Set Backs. All structures must be set back a minimum of 100 feet from the normal high water mark of all water bodies, a minimum of 50 feet from all access roads and rights-of-way, and a minimum of 20 feet from all other property boundary lines, and as further restricted under the Concept Plan. No utility lines are allowed within this 100 foot high water mark setback area.

4.8. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Properties, Declarant, or, after transfer of control pursuant to paragraph 5.3 hereof, the Board of Directors, may from time to time adopt, modify, and/or revoke in whole or in part, such reasonable rules, and regulations, to be called "Rules and Regulations", governing the conduct of persons on the Properties as it may deem necessary or desirable, including, but not limited to methods and procedures for enforcing compliance with the Declaration. Such Rules

and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each Owner and the Association and shall be binding upon all Owners.

4.9. Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, shack, single or double wide mobile home, lean-to, garage, bunkhouse or other outbuilding may be used at any time as a residence or other habitation.

4.10. Siding and Roofing Materials. All new or replacement exterior roofing materials shall be of non-combustible material and shall be a dark, natural-looking color; black, brown, and charcoal gray are preferred. All exterior materials, including window frames, trim, chimneys, and screen doors, shall be unobtrusive in color and texture and shall not be reflective. Natural, earth tones are preferred.

4.11. Exterior Lighting. Exterior lights facing the shore are not allowed. Other exterior lights shall be equipped with full cut-off features and shall be shaded to prevent glare beyond the Lot. Spotlights are prohibited.

4.12. Nuisances. No noxious or offensive activities or nuisances shall be permitted or carried on upon any Lot. "Noxious or offensive activities" shall include any activity or behavior which is inconsistent with both the reasonable pleasurable use of the Properties by neighboring Lot Owners and their guests and their reasonable expectations of quiet enjoyment of their Lot, free from excessively noisy, behavior, significantly loud electronic music or other audio distractions, or other similar behavior or activity.

4.13. Property Maintenance. All Lots and all buildings and improvements on the Lots and Properties shall be kept and maintained by the Owner of such Lot in a neat, clean, safe, attractive, and sightly condition and in good repair. No Lot, or portion thereof, may be used or maintained as a dumping site for rubbish or other refuse. Trash, garbage and other waste shall, be kept in proper, sanitary containers. All trash, garbage and other waste shall be removed regularly in a timely manner and shall be transported off-site to the Lily Bay/Frenchtown solid waste transfer station, or otherwise disposed of off-site in accordance with applicable laws and regulations.

4.14. Sewage Disposal and Water Supply Systems. No sewage disposal system (including, without limitation, septic tanks) or water supply system (including, without limitation, wells) may serve, or be shared by, more than one Lot. Any sewage disposal system and/or water supply system installed and/or maintained on any Lot must comply with applicable laws and regulations:

4.15. Maximum Height. No structure may exceed in height the greater of (i) 25-feet above ground level; or (ii) the height of any screening vegetation.

4.16. Chimneys. All new or replacement chimneys must be of stone, brick or tile construction or stove pipe, and shall be installed and maintained under the applicable building and fire codes.

4.17. Clearing. Clearing of vegetation for paved and graveled driveways, parking areas, and structures and the creation of impervious surfaces shall be limited so as to minimize phosphorus export. For areas located between 100 feet and 250 feet from the normal high water mark of First Roach Pond, the extent of impervious surface shall be no more than 10,000 square feet. No more than 20% of any Lot may be cleared in any ten (10) year period. Clearing on all Lots shall meet or exceed the standards for clearing as set forth in the Concept Plan.

4.18. Property Lines. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon, and no fences, hedges, or walls shall be permitted in the 20-foot property line setback area.

4.19. Accessory Outbuildings. The total, aggregate footprint of all accessory buildings on any one Lot may not exceed 600 square feet and no accessory building shall exceed 15 feet in height. The footprint of an accessory building shall be determined by calculating the square footage of the area contained within the external dimensions' of such building.

4.20. Walking Trails. Shorefront Lot Owners may create walking trails upon their Lots provided that any such trails located within the 100-foot shore buffer area do not exceed 3 feet in width, and further provided that the topsoil is not disturbed in creating such trails, and no part of the trail has a sustained grade of over 10%. All walking trails permitted hereunder must also comply with the clearing standards as set forth in the Concept Plan.

4.21. Docks. No permanent docks may be built on any Lot; provided, however, that temporary seasonal docks shall be permitted in accordance with applicable state and local laws, rules and regulations.

4.22. Common Areas. Common Areas Shall be left in their natural state in perpetuity subject to the provisions of Paragraph 6 herein, Common Area shall remain in their natural state and as open space (as that term is defined in 36 M.R.S.A. § 1102(6)), and shall not be further developed, divided or partitioned. In connection therewith, clearing on the Common Areas shall be limited so as to preserve the scenic resources thereof, subject to, and in accordance with, the Concept Plan; provided, however, that the Association may take such actions as are necessary to maintain the Common Areas in a manner to promote public health and safety.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

5.1. Membership. Prior to the conveyance of any Lots by Declarant to Lot Owners, Declarant shall cause the Association to be formed. Every Owner shall be a member of the Association, provided that any person or entity who holds an interest in any Lot merely as a security for the performance of an obligation shall not be a member.

5.2. Voting Rights. Each Lot shall entitle its Owner(s) to one (1) vote. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be members, and the single vote for such Lot shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such Lot. Declarant shall also have one vote for every Lot Declarant owns.

5.3. Declarant Control. Notwithstanding the foregoing, Declarant shall have the right to appoint, remove and replace the directors of the Board until the first meeting of members following the conveyance of 50% of the Lots. Declarant shall call a meeting within 120 days of such conveyance.

6. MAINTENANCE OF ROADS AND SIGNS.

6.1. Roads. The Association shall, for the common benefit of the Owners, maintain the Roads. Unless otherwise voted by members of the Association in an Amendment pursuant to Article 8, the Roads shall be maintained in accordance with the standards contained in paragraph 6.1.1 below. Declarant shall not be responsible for maintenance of Roads, including any plowing of the Roads.

6.1.1. Road Maintenance Standards.

(a) The Association will maintain Roads such that the Roads are kept open and free of debris during all snow free times for the safe passage of vehicles.

(b) The Association will ensure that all culverts and cross drainages are kept open and free of debris such that the passage of water is unrestricted. The Association will ensure that all damage to culverts or cross drainages are repaired promptly. The foregoing notwithstanding, in the event the Roads are used by Declarant in its commercial timber harvesting operations, Declarant shall be responsible at its expense to repair any damage caused to the Roads as the result of such timber operations.

(c) The Association will be responsible for plowing of the Roads. Notwithstanding the foregoing, in no event shall the Owner(s) of Lot 24 as shown on the Plans be required or obligated to share in, or contribute to, any of the costs and expenses associated with any plowing of the Roads other than Roads directly adjacent to said Lot 24.

6.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby and in the deeds to Owners shall be subject to the rights of Declarant, its successors and assigns as herein reserved, as reserved in the deeds to Owners, and as set forth in the Concept Plan.

6.3. Rights Reserved by the Declarant. Declarant, for itself, its successors and assigns, reserves for the benefit of Declarant or any properties of Declarant or any successor or assign of Declarant, which need not include the Properties, the following rights in any properties transferred to the Association or the Owners:

(a) Unless expressly waived by Declarant, Declarant reserves exclusively unto itself, its successors and assigns, a perpetual (notwithstanding paragraph 9.1), alienable and releasable utility easement and right in, on, over and under the Roads and Common Areas.

(b) Declarant reserves, for the benefit of Declarant, its successors, assigns, employees and licensees an easement for the unobstructed use at all times of all Roads and Common Areas for all lawful purposes, including without limitation for all usual commercial forest and land management activities.

6.4. No Affirmative Obligation Unless Stated. Any reservation or right of Declarant, which is stated in or implied from these covenants, shall not give rise to any affirmative obligation or duty on the part of Declarant unless expressly stated in these covenants.

7. COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1. Assessments By Declarant and The Association.

7.1.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay the Association, following such conveyance, assessments and charges as provided herein. All such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided. All such assessments and charges, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land or dwelling with respect to which such assessments and charges are made and shall be a lien against such land or dwelling. Each such assessment and charge, together with the interest thereon and costs of collection thereof, also shall be the personal obligation of the member who is the Owner of such assessed Lot at the time when the assessment fell due.

7.1.2. Purpose of the Assessment. The assessments may be levied against the Lots for the purpose of establishing the necessary reserves and for raising funds in order to provide for maintenance of all Roads and Common Areas within the Subdivision, subject to the provisions of Paragraph 7.1.3 below.

7.1.3. Computation of Operating Budget and Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of maintaining the Roads and Common Areas during the coming year, and the proposed assessments to be levied against each Lot for the following year. The Board shall cause the budget and the proposed assessments to be levied against each Lot for the following year, to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and assessments shall be deemed ratified and approved unless disapproved at the annual meeting by a vote of seventy-five percent (75%) of the total votes cast at the meeting. In the event the budget is disapproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Except as provided above, each Lot shall be assessed, and the Owner thereof shall pay, a fraction of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Lots on the Properties subject to this Declaration. The maximum annual assessment for an Owner of a single Lot shall not exceed $300 unless so approved by 75 percent of all votes of the Association at an annual or special meeting. The sum due the Association from each individual Owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

7.1.4. Due Dates; Duties of the Board of Directors. All assessments shall be-payable annually in advance on the day ordered by the Board. The Board shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office, of the Association and shall be open to inspection by any member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

7.1.5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.1.3 of this Article 7 shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

7.2. Effect of Non-Payment of Assessment or Other Charges; the Personal Obligation of the Owner; the Lien; Remedies. If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest of 10% annually thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot by the taxing subdivision of any governmental authority, including but not limited to State, County, Town and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the Lot. The personal obligation of the then Owner to pay such assessment or charges shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or charges are not paid within thirty days after the due date Declarant: or the Association, whichever is applicable, may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the

complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

8. Amendment. Subject to the other provisions of this Declaration and the Bylaws, this Declaration may be amended as follows:

8.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Owners in the U.S. Mail at the address last furnished to the Board of Directors.

(a) Resolution. An amendment may be proposed by either the Board of Directors or by Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No such resolution of the Board of Directors adopting a proposed amendment or proposal by Owners holding the required percentage of votes in, the Association shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association, whether or not the Owners casting such votes are present at such meeting, and then executed and recorded as provided in paragraph 8.1 (d) of this Article.

(b) Assessment. In the alternative, an amendment may be made by an agreement signed by the Owners of the Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(c) Certain Amendments. No amendment of this Declaration shall make any change in the requirements of Section 4 or Section 6, or in any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant or its successors or assigns shall join in the execution of such amendment.

(d) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in, the Piscataquis County Registry of Deeds.

(e) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Owners at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

8.2. Land Use Planning Commission Approval: No amendment to this Declaration shall become effective until and unless the same is approved by the Maine Land Use Planning Commission.

9. GENERAL PROVISIONS.

9.1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically, extended for successive periods of five years unless an instrument signed by the then Owners of 75% of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

9.2. Notices. Any notice sent or required to be sent to any Owner under the provisions of this Declaration, unless otherwise provided herein, shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of Declarant or the Association at the time of mailing. Each Owner shall have the affirmative duty and obligation to inform Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the Owner's current address, and any failure of the Owner to receive any information from Declarant or the Association at the correct address of the Owner.

9.3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to-violate any covenant or restriction contained herein. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien or right created by these covenants. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

9.4. Modification. Prior to the formation of the Association, by recorded supplemental declaration, Declarant may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any Owner established by any such document.

9.5. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

9.6. Arbitration. All claims, disputes and other matters in question between Declarant on the one hand, and the Association or any Owners, on the other, arising out of, or relating to this Declaration or the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, and except for assessments and collection and

enforcement of same, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually, agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.7. Construction. Whenever the singular number is used, the same shall include the plural, use of the plural shall include the singular and the masculine, feminine and neuter genders shall include each other, as the context may require.

9.8. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association, the Owners, and Declarant; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and. guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Areas to the Rules and Regulations of the Board, but the same is not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

9.9. Declarant's Rights. Declarant may at any time or from time to time delegate some or all of its rights under this Declaration to the Association by a written instrument recorded in the Piscataquis County Registry of Deeds. If Declarant ceases to exist or for any reason becomes legally unable to exercise its rights and duties hereunder, such rights and duties may be exercised by the Association.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and year first above written.

Dated: DECEMBER 5, 2016

Hap Whelpley, President of First Roach Pond North Shore West Homeowners Association

Maine Land Use Planning Commission

This amendment is hereby approved by the Maine Land Use Planning Commission, formerly known as the Maine Land Use Regulation Commission, as required by Declaration Section 8.2.

Dated: December 12, 2016

Attested: _____

[ ], State of Maine Land Use Planning Commission

State of Maine
Kennebec County, ss December 12, 2016

Then personally appeared the above-mentioned Nicholas Livesay, Director, Maine Land Use Planning Commission, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

MARYLISA YORK
Notary Public • State of Maine
My Commission Expires September 11, 2018

Notary Public/Attorney at Law

Printed Name: Marylisa York

Plum Creek Land Company

Plum Creek Land Company, as Declarant, hereby joins in the execution of this Amended Declaration, as required by Declaration Section 8.1(c).

Dated: December 7, 2016

Attested: _____

[ ], Plum Creek Land Company

State of Washington
County of King, ss December 7, 2016

Then personally appeared the above-mentioned David J. Sprinkle, Senior Legal Council for, Plum Creek Land Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

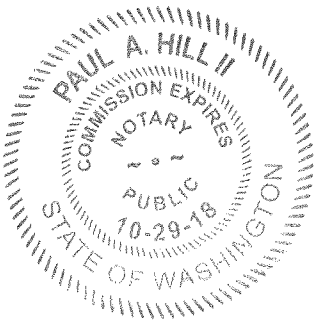
Before me,

Paul A. Hill II

Notary Public/Attorney at Law

Printed Name: Paul A. Hill II

Residing in King County, WA



A
Concept Plan
for
First Roach Pond

Submitted by the

PLUM CREEK LAND COMPANY

Approved by the

Maine Land Use Regulation Commission

Effective Date: January 24, 2002

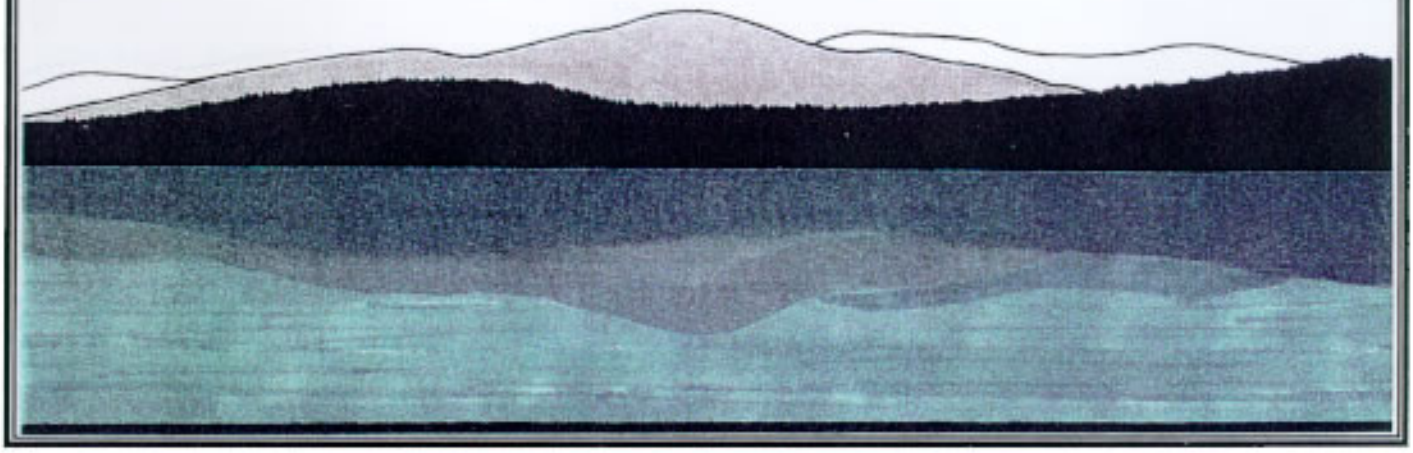


TABLE OF CONTENTS

FACT SHEET

I. SUMMARY

DURATION OF PLAN	I-1
AREA OF CONCEPT PLAN	I-1
JURISDICTION	I-1
EXISTING DEVELOPMENT	I-1
FIRST ROACH POND	I-1
PROPOSED DEVELOPMENT	I-2
PHOSPHORUS IMPACT	I-2
PROPOSED CONSERVATION	I-2
LURC COMMITMENTS	I-3
THE APPLICANT	I-3
KEY STATISTICAL INFORMATION, BY AREA	I-4
SUMMARY BY AREA	I-5
Proposed Development by Area	I-5
Proposed Conservation by Area	I-5
BENEFIT TO LANDOWNER	I-6
BENEFIT TO THE PUBLIC	I-6
THE CONCEPT PLAN AND LURC STANDARDS	I-7
Suitability for Development	I-7
LURC's Rezoning Criteria	I-8
Development and Conservation Standards	I-9
Subdivision and Development Standards	I-10
Compliance with State Environmental Laws	I-11
Benefits to the Economy	I-11
AERIAL PHOTOGRAPH OF FIRST ROACH POND	I-12

II. INVENTORY

PURPOSE	II-1
SITE LOCATION	II-1
MAP 1 : SITE LOCATION	II-2
SITE DESCRIPTION – AN OVERVIEW	II-3
Natural Features	II-3
Ownership	II-3
Roads and Access	II-3
MAP 2 : FIRST ROACH POND WATERSHED	II-4

MAP 3 : OWNERSHIP II-5
HISTORY II-6
EXISTING DEVELOPMENT II-7
Overview II-7
Commercial Development II-7
Residential Development II-8
Total Number of Lots II-9
Summation II-9
MAP 4: EXISTING DEVELOPMENT
PHOTOGRAPHS : Existing Development Kokadjo Area
PHOTOGRAPHS : Existing Development North Shore Camps
PHOTOGRAPHS : Existing Development South Shore Camps
EXISTING SERVICES II-10
Road Building and Maintenance II-10
Electrical Power and Telephone Lines II-10
Gas II-10
Solid Waste Disposal II-11
Fire Proection and other Services II-11
ADJACENT REGIONAL DEVELOPMENT II-11
Overview II-11
Building Permit and Subdivision Activity II-11
Summation II-12
MAP 5 : NEW DWELLING UNITS IN LURC JURISDICTION 1971-1991 II-13
FOREST RESOURCE MANAGEMENT II-14
WATER QUALITY II-14
Secchi Disk Transparency II-14
Color II-14
pH II-14
Total Phosphorus (TP) II-14
Alkalinity II-15
Conductivity II-15
Chlorophyll A II-15
Watershed Data and Phosphorus Concentration II-15
THE FISHERY II-15
First Roach Pond II-15
Roach River II-16
SCENIC RESOURCES II-17
Background II-17
MAP 6 SCENIC VIEWS
PHOTOGRAPHS
LURC's Scenic Assessment of First Roach Pond II-18
RECREATIONAL RESOURCES II-19
First Roach Pond II-19
The Region II-20
West Branch of the Penobscot River II-23

CULTURAL RESOURCES II-23
SOILS II-24
Overview II-24
Extent of Area Surveyed II-24
Methodology II-25
General Findings II-25
MAP 7 : SOILS CONSTRAINTS
Findings by Area II-26
Conclusion II-27
SLOPES II-27
WETLANDS II-28
Overview II-28
Methodology II-28
Findings II-28
MAP 8 : WETLANDS
PLANTS AND WILDLIFE II-29
Significant Plant Life II-29
Wildlife II-29
Deer II-30
Black Bear II-30
Moose II-31
Furbearers II-31
Loons II-31
Eagles II-31
Ruffed Grouse II-32
Woodcock II-32
EXISTING CONSERVATION II-32
EXISTING ZONING II-33
MAP 9 : EXISTING CONSERVATION II-34
MAP 10 : LURC SUBDISTRICTS

III. DESCRIPTION

DURATION OF PLAN III-1
LIMITATION III-1
PARTIES III-2
AREA TO BE INCLUDED III-2
AMENDMENTS III-3
EFFECTIVE DATE OF PLAN III-3

IV. IMPLEMENTATION

ZONING IV-1
PROPOSED DEVELOPMENT IV-1
General provisions IV-1
Rezoning and Subdivision Provisions IV-2
Land Use Standards Applicable to the Plan IV-3
SUBMITTAL REQUIREMENTS AND STANDARD OF REVIEW FOR DEVELOPMENT PROPOSALS IV-4
IMPACT OF CONCEPT PLAN ON PHOSPHORUS LEVELS IN FIRST ROACH POND IV-4
MAP 11 : CONCEPT PLAN MAP
PROPOSED CONSERVATION IV-5
In Perpetuity Common Shoreland Areas (designated "Deed Restrictions" on the Concept Plan Map) IV-5
"Conservation Covenant" Areas (as designated on the Concept Plan Map) IV-6
In Perpetuity Shoreland Protection (designated "Conservation Easements" on the Concept Plan Map) IV-6
PHASING OF CONSERVATION AND DEVELOPMENT IV-8
The Phasing in of Deed Restrictions IV-8
The Phasing in of Conservation Covenant Areas IV-8
The Phasing in of Conservation Easement Areas IV-8

APPENDIX

FACT SHEET

Blending Conservation, Seasonal Camps, and a Working Forest

Background	Since purchasing 905,000 acres in 1998, Plum Creek has been evaluating the resource base, with an initial focus on the Moosehead Lake region. In 1999 Plum Creek sold 29 miles of shorefront on Moosehead Lake and 36 miles of additional shoreline throughout the ownership to the State of Maine. The First Roach Pond Concept Plan emerged from a detailed evaluation of public use, access, and existing patterns of development to identify areas where additional camp lots were both needed and compatible with continued forestry operations and maintenance of the existing character of the region.
Conservation Elements	The proposed Concept Plan places 75% of Plum Creek's First Roach Pond shorefront in a no-development conservation easement, in perpetuity. Conservation areas include over 11.7 miles of shorefront and backland areas adjacent to new and existing lots. Protective covenants will include limits on clearing and building materials to maintain the existing character of First Roach Pond. Public access will be guaranteed to over a thousand acres around the Pond.
Concept Plan Details	The Concept Plan is designed to balance conservation and recreational development according to LURC's guidelines. It covers about 1463 acres of which ± 1180 acres are designated for permanent conservation and 275 acres are slated for seasonal camp lots. About eight acres comprise leased land. It proposes: • 62 shorefront lots and 27 backlots over the life of the Plan; • lots to be clustered in 9 distinct areas; • individual lots range in size from 1.4 to 12 acres; • proposed build-out is considerably below the maximum allowable on First Roach Pond.
Area Overview	First Roach Pond, which currently supports 108 camps, is located immediately east of the Kokadjo Village, just 18 miles north of Greenville. The public demand for camp lots in the Moosehead Lake region is consistently high. Construction over the years will provide employment opportunities for area residents.
LURC Review	LURC has designated First Roach as "Potentially Suitable for Development" given the existing pattern of development, its location, and its natural resource values. Plum Creek has worked in close cooperation with LURC staff to design a plan that meets or exceeds LURC's land use and protection standards. The Concept Plan strikes a reasonable and publicly beneficial balance between the conservation of lake resources and the tradition of Maine camp ownership.

I. SUMMARY

Duration of Plan	This Concept Plan applies to, and regulates, all land use within the Plan Area for 20 years from date of approval of the Plan by the Maine Land Use Regulation Commission. Conservation measures pursuant to the Plan apply in perpetuity.
Area of Concept Plan[1]	The Concept Plan covers 1463 acres of land and 82,411 feet of shorefront under option from Plum Creek Maine Timberlands to Plum Creek Land Company.[2] The land surrounds most of First Roach Pond (which includes the adjacent North Inlet), a pond wholly within Frenchtown Township, lying to the east of Moosehead Lake and north of Greenville, Maine. The planning area includes 104,286 feet of shoreline, at least 500 feet back from the Mean High Water mark of the pond. This area (i.e., land immediately surrounding First Roach Pond) includes 7,900 feet of state-owned shorefront; and 13,975 feet in other, private ownership.
Jurisdiction	The entire Concept Plan area is subject to the regulatory provisions of the Maine Land Use Regulation Commission under 12 MRSA Section 681 et seq. because it lies within the Commission's official jurisdiction.
Existing Development	About 26% of the First Roach Pond shorefront is currently in a development district; this D-RS/D-GN (development) district covers 27,000 feet of shoreline, practically all of which is owned by others. This shoreland is subdivided into 93 small lots containing about 111 structures, 108 of which are shorefront cabins. The small "village" of Kokadjo is located at the pond outlet, 15 miles from Greenville. Most of the existing cabins are in Kokadjo and on the south shore, off the County Road. There is a public boat launch at the outlet, and the State land offers cabins, camping, a beach, and boat launch area located on the southeast end of the pond. The state-owned frontage includes 32 cabins; the remaining 76 cabins are on private lots. Over 13 miles of good roads, suitable for two-wheel drive vehicles, surround the pond. This includes 7 miles of public road and 6.5 miles of private land management roads.
First Roach Pond	The 3270 acre, 6.7 mile long, pond is classified as a Management Class 3 lake under the Commission's lake management classification system. This means it is "potentially suitable for development" because of its intrinsic, existing, characteristics. First Roach Pond has no 'outstanding' resources, but it is rated 'significant' for its fishery, scenery, shore character, botanic, and cultural features. This Concept Plan for First Roach Pond is consistent with the intent of Maine Land Use Regulation Commission's Comprehensive Plan and Lake Management system.

[1] *"Concept Plan Area" refers to that area, optioned by Plum Creek Land Company, which is to be designated a P-RP (Protection-Resource Plan) Subdistrict under LURC's Concept Plan planning process. "Concept Plan Planning Area" refers to a larger area which includes the Plum Creek Land Company optioned land (i.e., the "Concept Plan Area") and other ownerships immediately fronting on or in close proximity to First Roach Pond.*

[2] *Pursuant to the terms of Plum Creek Land Company's Option Agreement with Plum Creek Maine Timberlands, L.L.C. (the current owner of the ±1463 acres on First Roach Pond), Plum Creek Land Company has the option to purchase in fee ±435 acres of the ±1463 acres. The 435 acres includes all the proposed subdivision lots (±275 acres) and Common Land with Deed Restrictions(±160 acres). Plum Creek Land Company also has the option to require Plum Creek Maine Timberlands to convey conservation easements over 525 acres directly to the Bureau of Parks and Lands within the Maine Department of Conservation. The remaining ±494 acres will be subject to Conservation Covenants held by the State of Maine and future purchasers of lots. For the sake of clarity, when this Application refers to the Applicant, it states the Applicant's name in full, i.e., "Plum Creek Land Company." When it refers collectively to Plum Creek Land Company and Plum Creek Maine Timberlands, it uses the shorthand reference of "Plum Creek."*

Proposed Development	Two types of lots are proposed for the Concept Plan: shore lots and back lots. The 89 new lots are to be developed in phases and sold during the next 5 to 10 years. 1. Shorefront Lots (*shown in yellow on Concept Plan Map 11, Part IV*) a. *Small Shorefront Lots*: 55 lots in clusters of 2 to 6 lots each; the lots are from 1.4 to 6.2 acres in size, most being about 2 acres in size, with about 200 feet of shore frontage each; the lots will be accessible by existing or new roads. b. *Mid-sized Shorefront Lots:* 7 lots of ± 11 acres each are proposed for the northeast "Peninsula" end of the pond; one of these lots has an existing log cabin on it; another has a boathouse; all will have new road access. 2. Back Lots (*shown in gold on Concept Plan Map 11, Part IV*) 27 lots in 6 clusters, set back from the lake shore on high ground; these lots range in size from 1.5 to 4.6 acres; they will be accessible by new roads or improved existing roads.
Phosphorus Impact	The proposed development has minimal impact. It would only result in a permitted phosphorus export (PPE) of 61.87 lbs/year, significantly less than that what is allowed.. The PPE allowed under the state's rules is 139.9 lbs/year. No additional phosphorus controls are necessitated by the proposal. Nonetheless, prudent erosion control measures will be undertaken as part of this project.
Proposed Conservation	Permanent conservation measures are proposed for 75% of Plum Creek's shorefront ownership comprising 11.7 linear miles. Conservation measures are proposed in three areas as follows: 1. In Perpetuity Shoreland Common Areas (8.8% of total shore and 11.2% of Plum Creek's shore (*"Deed Restrictions" on Concept Plan Map 11, Part IV*) Open space, associated with shoreland development clusters and transferred, over time, to homeowners associations, is to be permanently conserved by means of deed restrictions. Comprising 9,218 linear feet and 160 acres, these common areas will be available for use to association members. 2. Conservation Covenant Land (comprising 494 acres, 13% of total shore, and 16.57% of Plum Creek's shore) (*"Conservation Covenant" on Concept Plan Map 11, Part IV*) Shoreland and wooded buffer areas adjacent to developed back lots, within the Concept Plan area, will be conserved by "negative" conservation easements and managed for timber production by Plum Creek Maine Timberlands. This land, which includes 13,610 linear feet of the pond shore. This area will be placed in conservation in two phases. All north shore covenants shall take effect upon approval of any subdivision there. All south shore and west shore covenants shall be effective upon Commission approval of any subdivision on these shores. 3. In Perpetuity Shoreland Protection (37% of the total shore and 47.3% of Plum Creek's shore) ("*Conservation Easement" on Concept Plan Map 11, Part IV*) These areas, comprising 525 acres and 38,980 linear feet of shoreline, will be placed in permanent protection by means of conservation easements. These conservation easements will become effective on Commission approval of this Concept Plan. The Covenant and Easement areas, excluding the Common Areas, will prohibit all development along 52,590 feet of shoreline for a distance of at least 500 feet back from the shoreline, totaling 1019 acres. Further, timber harvesting will be limited, within 100 feet of the shore, so that the aesthetic, recreational and water quality values of the area remain. This standard exceeds LURC's harvesting restrictions.

Proposed Conservation (cont.)	The conserved shoreland area includes: a. *The North Inlet Shore*: this shoreland comprises ± 17,080 feet, 500 feet deep, bordering North Inlet Pond (± 187 acres). b. *The North Shore*: ± 7,750 feet of shoreline, at least 500 feet deep, between the Pulp Road and the North Inlet Pond. (± 108 acres). c. *The South Shore*: ± 10,100 feet on the south and southwestern shore of the pond, varying in width from 500 to 1200 feet deep (± 324 acres). d. *The East Shore*: ± 16,250 feet of shoreland, 500 feet deep, located along the entire easterly shore. (± 190 acres). These areas will be open for public use for traditional, non-intensive, non-motorized recreation. An existing leased lot comprising 6.4 acres and 2400 feet of shorefront, adjacent to the State campground will continue to be leased for camping. 4. <u>Lot Conservation Measures</u> Plum Creek Land Company will place deed restrictions on all development so that noise, setback, clearing, and materials are controlled, to minimize scenic and environmental impacts. These restrictions meet or exceed LURC's standards.
LURC Commitments	The intent of these commitments is to provide reasonable assurance to <u>Plum Creek Land Company</u>, its successors and assigns, as to how the Commission views future development and timber harvesting activities within the areas covered by this Concept Plan. 1. LURC accepts the number and type of development units proposed as being approved-in-concept as specified herein. 2. Development proposed herein within the context of a (P-RP) Resource Plan Protection Subdistrict under this Concept Plan for the subject areas will <u>not require zoning to a Development Subdistrict</u>. However, before proposed development may proceed, the landowner will need to submit information normally required for subdivision, building, and other applicable permit approvals, as appropriate, and will obtain such approvals. 3. Relevant current standards of the Commission governing forest management activities are incorporated into the Concept Plan and will govern forest management activities in the area subject to the Plan for the life of the Plan, except where more stringent standards have been made part of this Plan.
The Applicant	The Applicant, Plum Creek Land Company, is a subsidiary of Plum Creek Timber Company, Inc. The Concept Plan property to be developed or conveyed to homeowners associations as common area is to be sold in fee to Plum Creek Land Company by Plum Creek Maine Timberlands;[3] Plum Creek Land Company will, upon receiving all necessary permit approvals, make lots available for sale to the general public. Plum Creek Land Company will contract with Plum Creek Maine Timberlands to undertake timber harvesting within the Concept Plan area and Plum Creek Maine Timberlands will grant rights-of-access to Plum Creek Land Company and subsequent purchases of land around First Roach Pond. Plum Creek Maine Timberlands, L.L.C. is a subsidiary of Plum Creek Timber Company, Inc.

[3] *For an explanation of Plum Creek Land Company's Option Agreement with Plum Creek Maine Timberlands, the current owner of the Concept Plan area, see footnote 2, page 1.*

KEY STATISTICAL INFORMATION, BY AREA[4]

Area	Ownership	Acres	Shorefrontage	Miles	% of Total Shorefront
Kokadjo	Plum Creek	0	0	0	0
	Other	102.82	3,925	0.74	3.75
	State	46.72	100	0.02	0.10
	Subtotal	149.54	4,025	0.76	3.85
1	Plum Creek	423.76	20,050	3.79	19.18
	Other	9.62	2,200	0.42	2.11
	Subtotal	433.38	22,250	4.21	21.29
2	Plum Creek	144.96	9,000	1.70	8.61
	Other	0	0	0	0
	Subtotal	144.96	9,000	1.70	8.61
3	Plum Creek	456.40	38,057	7.21	36.42
	Other	0	0	0	0
	Subtotal	456.40	38,057	7.21	36.42
4	Plum Creek	170.61	5,304	1.00	5.08
	Other	0	0	0	0
	Subtotal	170.61	5,304	1.00	5.08
5	Plum Creek	267.53	10,200	1.93	9.76
	Other	36.35	7,850	1.49	7.51
	State	72.14	7,800	1.48	7.47
	Subtotal	376.02	25,850	4.90	24.74
Totals	Plum Creek	1463.26	82,411	15.61	79.02
	Other	148.79	13,975	2.65	13.40
	State	118.85	7,900	1.50	7.56
	Total	1730.90	104,286	19.75	100[5]

[4] *First Roach Pond and North Inlet Pond include, for planning purposes, five subareas plus the Kokadjo area. An option to this land is held by Plum Creek Land Company; the remaining land is held by other private owners and the State.*

[5] *The total includes shorefront on both First Roach Pond and North Inlet Pond. (The 3720 acre measurement for First Roach Pond includes North Inlet Pond.)*

SUMMARY BY AREA

Proposed Development by Area

		Approximate Acres[6]	Shorefront
Area 1	29 ± 2 acre shore lots (with ± 200 ft. frontage on each) 12 ± 3 acre back lots (with ± 250 ft. lot width each)	54 37	6,925
Area 2	16 ± 3 acre shore lots (with ± 240 ft. frontage each)	36	3,861
Area 3	7 ± 11 acre shore lots (with ± 500 ft. frontage each)	78	4,527
Area 4	5 ± 2 acre shore lots (with ± 200 ft. frontage each) 9 ± 2 to 3 acre back lots (with ± 250 ft. lot width each)	23 21	1,590
Area 5	5 ± 2 acre shore lots (with ± 200 ft. frontage each) 6 ± 3 acre back lots (with ± 250 ft. lot width each)	10 16	1,100
Total		275	18,003

Note: One developed leased lot in Area 1 with 2 acres and 200 feet of frontage will be sold. Another in Area 3 will be sold as part of a large house lot or may be sold to the current leasee separately as a 2 acre lot with 200 feet of frontage.

Proposed Conservation by Area

		Shorefront	Acres[6]
Area 1	Conservation Easements	0	0
	Deed Restrictions	5,175	105.78
	Conservation Covenants	7,750	226.14
	Subtotal	12,925	331.92
Area 2	Conservation Easements	3,400	90.23
	Deed Restrictions	1,739	18.63
	Conservation Covenants	0	0
	Subtotal	5,139	108.86
Area 3	Conservation Easements	33,330	377.08
	Deed Restrictions	0	0
	Conservation Covenants	0	0
	Subtotal	33,330	377.08
Area 4	Conservation Easements	0	0
	Deed Restrictions	1,404	21.98
	Conservation Covenants	2,310	104.42
	Subtotal	3,714	126.40
Area 5	Conservation Easements	2,250[7]	57.94
	Deed Restrictions	900	13.85
	Conservation Covenants	3,550	163.79
	Subtotal	6,700	235.58
Totals	Conservation Easements	38,980	525.25
	Deed Restrictions	9,218	160.24
	Conservation Covenants	13,610	494.35*

**Note: This may be reduced by up to 15 acres if small portions are sold to adjacent, existing, campowners for the sole purpose of improving their septic fields.*

[6] *This includes road rights-of-way within "common land" and "backland" areas.*
[7] *This excludes 2400 feet of existing leased shorefront comprising 6.4 acres on which there are 14 campsites.*

BENEFIT TO LANDOWNER

As "Landowner," Plum Creek Land Company, through this Concept Plan, will receive approval-in-concept for 89 lots, assuming technical site requirements can be met. Preliminary soils data submitted by Plum Creek Land Company indicate that proposed locations for development units are generally suitable for development. If such locations are determined by the Commission to be unsuitable, or otherwise would not meet the Commission's minimum dimensional requirements in effect at the time of permit application, the proposed lots may be relocated to other mutually agreeable areas in the Plan that are suitable for development or the lot boundaries or dimensions may be modified. These modifications would be subject to applicable dimensional and other standards, provided the total amount of shoreland conservation area is not reduced and the purposes and intent of the Plan are maintained. As such, the benefit to Plum Creek Land Company is as noted below:

1. Predictability of Development Potential: Approval-in-concept minimizes the uncertainty normally associated with rezoning and development proposals. Through this Plan, Plum Creek Land Company or a subsequent landowner or lessee may pursue development of 89 lots on the subject property over the next 20 years without having to go through the entire regulatory process (i.e., rezoning for subdivision) and with near certainty that these units will be approved as long as site conditions allow.
2. Enhanced Credibility: By taking the "high road" and preparing a comprehensive plan for its First Roach Pond ownership (rather than undertaking piecemeal development), Plum Creek Land Company hopes to demonstrate its commitment to quality, limited, development that fits with the Commission's and the public's broad goals for the jurisdiction, as laid out in the agency's Comprehensive Plan.

BENEFIT TO THE PUBLIC

Through this Concept Plan, Plum Creek Land Company proposes several types of natural resource conservation measures. The conservation measures must be viewed in the context of their value to the public recognizing that, **absent this Concept Plan, there is reasonable potential for limited development but little potential for permanent shoreline protection.** The public gains the following under this proposal.

1. Directing Development: Directing development to the most suitable areas and away from areas less appropriate for development, has clear benefits to the public. It assures that development will occur only in a fashion that will strike a reasonable and publicly beneficial balance between appropriate development and long-term conservation of First Roach Pond's scenic and other natural resources.
2. Predictability of Amount of Development: This Plan provides predictability and thus removes the uncertainty as to how much development can be expected on the shorelands covered by this Plan. This is of particular benefit to the public which uses this pond and especially those who currently own or lease land on First Roach Pond. With this Plan there is certainty that no other development will occur beyond what is proposed herein.

3. Permanent Shoreland Protection: The public gains permanent conservation protection for 52,590 feet and 1019 acres of shoreline on First Roach Pond. Further, some 160 acres of common land is permanently protected. This includes an additional 9218 feet of shoreline protected as common land within the proposed development sites. Altogether, 11.7 miles of shorefront is protected.
4. Public Access: Under this Plan Plum Creek Land Company will guarantee public access for camping, snowmobiling, fishing, hunting, and hiking and other primitive outdoor activities within those areas of shore designated for public use.
5. Commitment to the Region. Plum Creek Land Company's Option Agreement with Plum Creek Maine Timberlands includes a provision wherein Plum Creek Maine Timberlands states its intention to manage the surrounding lands as a working forest, managed for forest products, which in turn, will provide local employment opportunities.
6. Benefit to the Local Economy. The construction and sale of seasonal homes at First Roach Pond and the continuing services needed by the owners of these homes will benefit the local economy by providing additional employment opportunities to local residents.
7. Provision of Seasonal Home Opportunities to Maine's Residents. Of the over 300 inquiries Plum Creek Land Company has received to date about the availability of seasonal home lots, over 90% have been from individuals and families already residing in Maine. The availability of such lots will benefit those Maine residents who wish to have a seasonal home in Maine.

THE CONCEPT PLAN AND LURC STANDARDS

This Concept Plan is designed to meet all applicable LURC standards, as explained below and expanded upon in Part IV.

Suitability for Development

First Roach Pond is a Class 3 Lake designated by the Commission as potentially suitable for development, based on such factors as water quality, access, no conflicting uses, shoreland availability, water level fluctuation, location, regional considerations and special planning needs. LURC's Comprehensive Plan states that the Commission "supports additional responsible development around Class 3 lakes" and waives the adjacency criterion so long as there are no water quality problems and there are suitable soils. (Ch. 50, III, D., Lake Planning Efforts.)

In designating First Roach Pond as a Class 3 Lake, the Commission has already found that First Roach Pond meets the following criteria (see Ch. 50, 04-061):

a) the water quality can sustain development of the remaining undeveloped shoreline at the rate of one dwelling unit per 400 feet of frontage or a total of a theoretical 258 units (103,500 ft. ÷ 400 ft.). (The proposed Concept Plan is well below this maximum standard; with 111 existing shoreland

structures and 62 new dwelling units proposed, the shorefront to dwelling unit frontage will be 598 feet (103,500 ft. ÷ 173 units));

b) it is located within two townships of the organized portion of the State or within existing settlements with public services;
c) it is accessible by 2 wheel drive motor vehicle in the summer to within 1/4 mile of the normal high water mark of the lake;
d) there is no conflicting use, such as major or unavoidable conflict with critical species or habitats, or with recreational activities requiring an undeveloped setting;
e) the undeveloped shore area is adequate for 10 or more dwelling units and has greater than 10 acres of surface area per existing dwelling unit (the proposed Concept Plan substantially exceeds this minimum standard--the 111 existing and 62 proposed shorefront lots combined yields 21.5 acres of lake surface area per lot);
f) there is no extreme water level fluctuation which makes the shoreline unsuitable for development;
g) as compared to other large water bodies, it is least sensitive to water quality degradation; closest to paved, all-season roads; closest to existing development centers; and has the least conflict between development and its resource significance;
h) it does not have special planning needs such as "outstanding" resource values.

LURC's Rezoning Criteria (12 MRSA Chapter 685.A(8-A))

This Concept Plan meets the Commission's rezoning criteria, which may apply[8] because, under the "Concept Plan" approach, the Commission, upon approval, designates the Plan area as a P-RP subdistrict.[9] It should be noted, however, that the Commission's "adjacency" criteria do not apply in the case of Concept Plans on Class 3 lakes. Nevertheless, were they to apply, all proposed lots are within one mile of a D-RS subdistrict.

The Concept Plan is wholly consistent with the LURC Comprehensive Plan. The Comprehensive Plan encourages the concept plan approach for entire lakes, such as is proposed here, and as a matter of policy, advocates for responsible development on the fringe of the jurisdiction, close to organized towns. The Concept Plan meets this requirement.

Although "adjacency" is not required, this Concept Plan is designed to fit with existing patterns of development around First Roach Pond.[10] There are several residential development subdistricts around the Pond, and the proposed development is almost all within ¾ of a mile of these existing subdistricts.[11] Indeed, over 70% of all proposed lots are within ½ mile of an existing development district.[12]

---

[8] *Under the Commission's regulations regarding concept plans, it appears that the "rezoning" standards do not apply to concept plan applications. See, e.g., Ch. 50C (Lake Concept Plans). However, in case the Commission interprets its regulations differently in this regard, this Concept Plan Application also addresses rezoning standards.*
[9] *See Implementation: Proposed Development: Rezoning and Subdivision Provisions.*
[10] *See Summary: Existing Development; Inventory: Existing Development; Implementation: Proposed Development.*
[11] *See Map No. 10, Part II*
[12] *See Map No. 11, Part IV*

The Commission's rezoning criteria pose the question of "need." According to Moosehead region real estate agents there continues to be a strong market for second home sites.[13] Over the last 25 years this region has seen some of the highest growth rates within the Commission's jurisdiction,[14] and Greenville expects to see steady growth in seasonal housing demand, at a rate of about 10 units/year. Further, with substantial commitments to the conservation of hundreds of thousands of acres, where "no development" agreements are being negotiated, the demand for lots in areas deemed suitable for development is bound to expand.

With respect to the Commission's "no undue adverse impact" criteria, this Concept Plan:

- commits 74.8 % of the shorefront ownership to conservation, in perpetuity;[15]
- limits harvesting within 100 feet of the shore;[16]
- places restrictions on outdoor lighting, noise, and clearing on all lots;[17]
- establishes land use standards and restrictions that surpass the Commission's own strict standards;[18]
- surpasses the Commission's phosphorus standards and makes a commitment to best storm water management practices.[19]

Development and Conservation Standards

This Concept Plan meets the Commission's standards for concept plans; it strikes a reasonable and publicly beneficial balance between development and the conservation of lake resources,[20] and, taken as a whole, it is at least as protective of the natural environment as what is allowed based on the present zoning districts.[21] *(Ch. 50.IV.C)* Furthermore, the proposed Resource Plan Land Use Standards are more restrictive than the Commission's standards.

First Roach Pond already has a fair amount of residential development along its shores, and some commercial activity.[22] The total frontage now zoned for development is 26.1%. The total frontage proposed for new development is 18.9%. With this additional development, half the Pond would still be undeveloped, which is a reasonable balance between development and conservation. The proposed 62 shorefront lots, together with the 111 structures currently located on the lakefront, yields a total of 173 units, which is substantially less than the Commission's build-out limit of 258 units.[23]

---

[13] *See Summary: Benefit to the Public.*
[14] *See Inventory: Existing Development.*
[15] *See Implementation: Proposed Conservation; Appendix (Conservation Easement Area and Conservation Covenant Area)*
[16] *Id; Appendix(Option Agreement).*
[17] See *Implementation: Proposed Development: Specific Development Provisions.*
[18] *See Summary: Development and Conservation Standards; Implementation: Proposed Development; and Land Use Standards Applicable to the Concept Plan in the Appendix.*
[19] *See Summary: Phosphorus Impact; Implementation: Impact of Concept Plan on Phosphorus Levels in First Roach Pond); Appendix (Preliminary Phosphorus Evaluation for First Roach Pond); Implementation: Proposed Development: General Provisions.*
[20] *See Summary: Benefit to Landowner: Benefit to the Public. See also Inventory; Proposed Development; Proposed Conservation; Forest Management Standards in the Concept Plan Area.*
[21] *See Appendix (Land Use Standards Applicable to the Concept Plan).*
[22] *See Summary: Existing Development; Inventory: Existing Development.*
[23] *See The Concept Plan and LURC Standards: Suitability for Development listing criteria for Class 3 Lakes.*

The proposed Concept Plan includes deed restrictions and other conservation measures over a substantial portion of the Pond, even though First Roach Pond is a Class 3 lake;[24] it preserves 11.5 miles of undeveloped and scenic shoreland, including 3.1 contiguous miles, along the eastern end, and generally locates lots near existing residential development.[25] The time span for the proposed Concept Plan of 20 years exceeds the Commission's 10 year minimum.[26] *(See also Ch. 10.16, F, 8).*

Subdivision and Development Standards

The lots proposed in the Concept Plan meet the Commission's standards for subdivisions and development, including the principal standard that the lots fit "harmoniously into the existing natural environment in order to assure there will be no undue adverse effect on existing uses, scenic character, and natural and historic resources in the area likely to be affected by the proposal." *(Ch. 10.13.B.; 12 M.R.S.A. Sec. 685-B (Development Criteria).)*[27]

The 108 existing dwelling units and 3 commercial structures on the lakefront have already established First Roach Pond as a developed lake,[28] although the proposed lots are typically sited and screened to have little impact on the lake's scenic character.[29] There is already access by road to most of the proposed lots, further minimizing additional impact.[30]

The Concept Plan also meets the subdivision standards for "structures adjacent to lakes" *(Ch. 10.13-B (2))*, including no adverse effect on natural[31] and cultural[32] resource values, water quality,[33] impact on traditional uses,[34] regional diversity,[35] natural character,[36] and consistency with lake management goals.[37] The standard of landowner equity is met because most of the shorefront is owned or will be owned by Plum Creek.[38] (LURC's Appendix C Table indicates that First Roach Pond is relatively accessible and relatively developed, and that it is a lake of statewide significance.)

---

[24] *See Proposed Conservation); Appendix (Conservation Easement and Conservation Covenant).*
[25] *See Map 11, Part IV*
[26] *See Description: Duration of Plan; Implementation: Proposed Development*
[27] *See Inventory; Description: Area to be Included; Implementation; and Appendix*
[28] *See Inventory: Existing Development.*
[29] *See Implementation: Specific Development Provisions.*
[30] *See Inventory: Site description – An Overview: Roads and Access; Maps 1, 4 and 5.*
[31] *See Inventory, including Water Quality, The Fishery; Scenic Resources; Soils; Wetlands; Plants and Wildlife; Description: Area to be Included; and Implementation: Proposed Development; Impact of Concept Plan on Phosphorus Levels in First Roach Pond; Proposed Conservation; Forest Management Standards in the Concept Plan Area.*
[32] *See Inventory: Cultural Resources; Implementation: Proposed Conservation.*
[33] *See Inventory: Water Quality; Implementation: Impact of Concept Plan on Phosphorus Levels in First Roach Pond; Appendix (Preliminary Phosphorus Evaluation for First Roach Pond).*
[34] *See Inventory: History; Existing Development); Implementation: Proposed Development.*
[35] *See Inventory: Adjacent Regional Development; Implementation: Proposed Development.*
[36] *See Inventory including Site Description-Overview: Natural Features; Scenic Resources; Plants and Wildlife; and Implementation: Proposed Development and Proposed Conservation.*
[37] *See Inventory, including Site Description-Overview: Natural Features; Scenic Resources; Plants and Wildlife); and Implementation: Proposed Development and Proposed Conservation.*
[38] *See Summary: The Applicant; Inventory: Site Description: An Overview: Ownership.*

Compliance with State Environmental Laws

The Concept Plan lots will comply with the State's environmental laws, *(see Ch. 10.13-B (1)(A))*, including minimum lot size (the smallest proposed lot is 1.4 acres), site location,[39] protection of natural resources,[40] and adequate provision for solid waste and sewage disposal,[41] and maintaining a healthful water supply.[42] The land where most of the proposed lots are located have already been soils tested and have been found to be adequate.[43] Such natural resources as the undeveloped easternmost shore, and the North Inlet off of the Pond are left undeveloped.[44]

The Concept Plan meets the Site Location of Development standards set forth in 38 M.R.S.A. Secs. 481-490, including the requirement that the development will fit harmoniously into the existing natural environment and will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources.[45]

The Concept Plan meets the Natural Resource Protection Act standards set forth in 38 M.R.S.A. Secs. 480-A to 480-Z, including the requirement that the activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses, and will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, aquatic habitat, travel corridor, or marine fisheries or other aquatic life.[46]

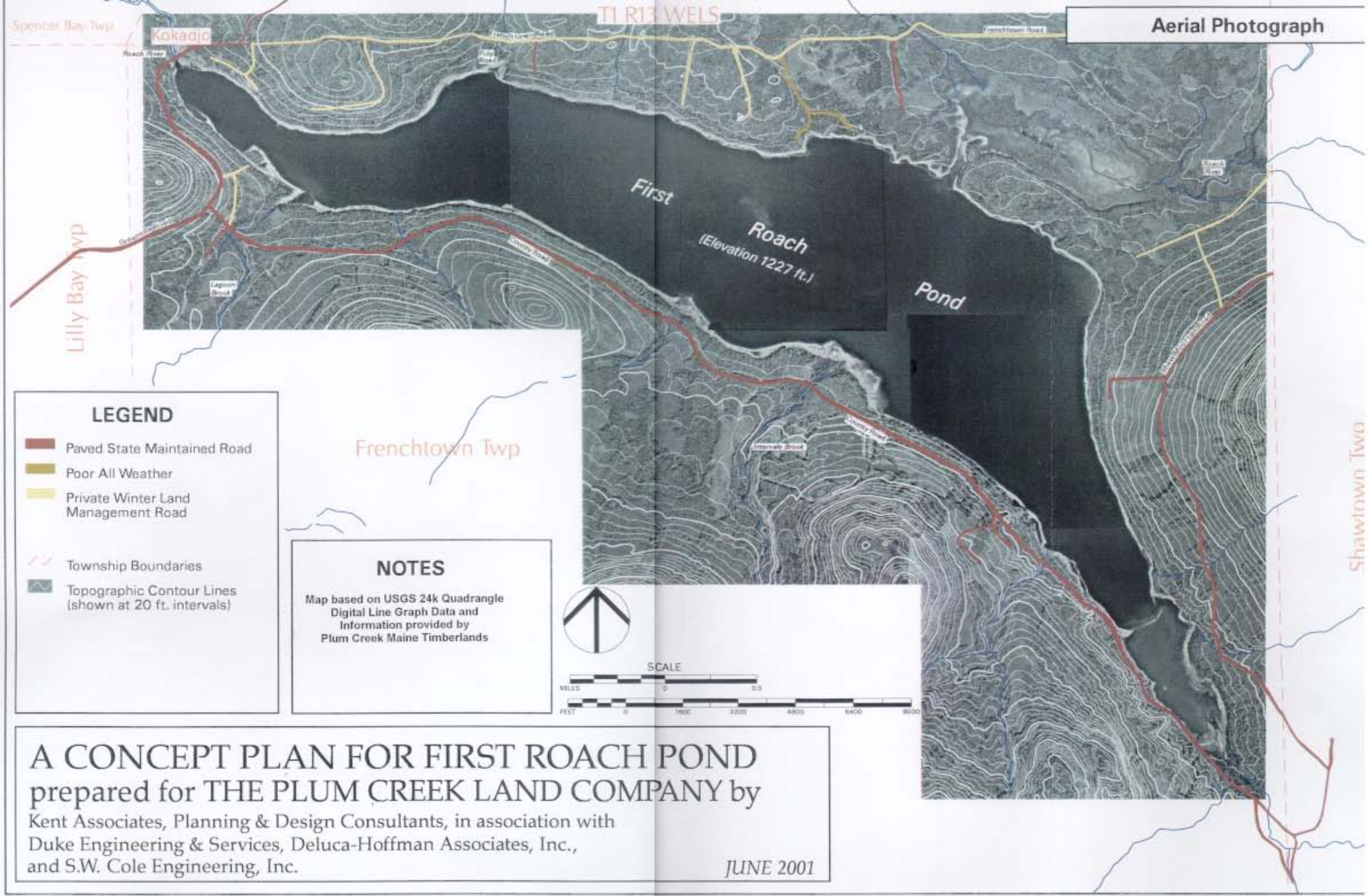
The Concept Plan meets the Minimum Lot Size requirements set forth in 12 M.R.S.A. Sec. 4807-4807G including the requirement that the lots on which single family residential units will be located contain at least 20,000 sq. feet, and have a minimum lake frontage of 200 feet.[47]

Benefits to the Economy

Section 685-B(4) of Title 12 M.R.S.A. states that the Commission "shall permit the applicant to provide evidence on the economic benefits of the proposal...", which relates to the requirement that approval of the Concept Plan will adequately protect "the public's health, safety and general welfare". The home construction and need for services arising from development of the lots, such as maintenance services, cleaning, repair, and similar seasonal services, will provide long-term employment opportunities for the area's year round residents, and will benefit the area.[48]

---

[39] *See Inventory: Site Location*
[40] *See Implementation: Proposed Development; Proposed Conservation; and Forest Management Standards in the Concept Plan Area.*
[41] *See Implementation: Proposed Development: Specific Development Provisions; Inventory: Existing Development: Solid Waste Disposal; and Soils.*
[42] *See Inventory: Water Supply; Implementation: Proposed Development; and Impact of Concept Plan on Phosphorus Levels in First Roach Pond.*
[43] *See Inventory: Soils*
[44] *See Appendix (Conservation Easement Area and Conservation Covenant Area).*
[45] *See Inventory; Description: Area to be Included; Implementation; and Appendix*
[46] *Id.*
[47] *See Implementation: Proposed Development.*
[48] *See also Benefit to the Public.*



A CONCEPT PLAN FOR FIRST ROACH POND

prepared for THE PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in association with
Duke Engineering & Services, Deluca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

JUNE 2001

Map Date: 06/11/01 12:47:14 Mon

II. INVENTORY

PURPOSE

This section provides background information about First Roach Pond, the Plum Creek ownership, and the surrounding area. The purpose is to provide a complete picture of the Concept Plan area, so the Plan can be seen in context, so that the natural and built environment around the Pond itself is understood, and so the existing regulatory framework is documented.

In describing present practices and conditions in Part II, and particularly in such subsections as "Forest Resource Management," "Recreational Resources," and "Existing Conservation Measures," Plum Creek does not represent that it or its affiliate companies will maintain such practices or conditions in perpetuity. Those practices and conditions to which the applicant Plum Creek agrees to be bound and upon which Commission approval would be based are set forth only in other sections in this Application.

SITE LOCATION

First Roach Pond is located wholly within Frenchtown (TAR13WELS), an unorganized township within the jurisdiction of the Maine Land Use Regulation Commission. The township lies directly east of the center of Moosehead Lake, some 16 miles by road north and east of Greenville and Route 6/15.

The small village of Kokadjo is on the western outlet of the Pond, on the Lily Bay Road, a tarred road that meets Route 6/15 in downtown Greenville. Newport on I-95, about 60 miles south, is located at the intersection of Route 6/15 and the interstate system. Augusta is some 2½ hours from Kokadjo.

North of Kokadjo the Lily Bay Road is unpaved. Nevertheless, Kokadjo marks the fringe of the Moosehead region and the shoreland development associated with it and acts as a gateway of sorts to the West Branch, the Golden Road, Chesuncook Lake, Chamberlain Lake, Baxter State Park, and much of the north woods.

Map 1 (Site Location) shows First Roach Pond in relation to the State of Maine and the Maine Land Use Regulation Commission's jurisdiction. Frenchtown is but one town (Beaver Cove) away from the "organized" town and population center of Greenville. First Roach Pond itself is somewhat developed, with well over 100 lots along its shores. It is a Class 3 lake deemed suitable for development by the Maine Land Use Regulation Commission.

MAP 1 : SITE LOCATION

Source: Comprehensive Land Use Plan for Areas Within the Jurisdiction of the Maine Land Use Regulation Commission (p. 2), Department of Conservation, 1997

SITE DESCRIPTION – AN OVERVIEW

Natural Features

First Roach Pond is a medium-sized, 3270 acre pond. It is about seven miles long and a mile wide at its widest point; both ends are narrow (an average of some 2000 feet or 0.38 miles). Low hills and mountains ring the Pond. The north shore is unremarkable topographically: mild ± 10% slopes rise about 80 feet from the shore to the north township line. To the east lies Shaw Mountain, a large presence that rises just under 1000 feet above the Pond. To the west, at the Kokadjo end is a low (± 200 feet high) hill. The south shore and the area beyond is mountainous; hills and mountains fill the view and culminate at Number Four Mountain with an elevation of 2890 feet. The elevation of First Roach Pond is 1227 feet.

As Map 2 indicates, First Roach Pond drains westerly down the Roach River to Spencer Bay on Moosehead Lake. The Roach River itself enters the Pond by way of North Inlet Pond and drains a number of "Roach" ponds, including Seventh Roach Pond 7 miles to the east. The immediate First Roach Pond watershed is small and covers about 20,000 acres.

Ownership

Map 3 shows the eastern part of Plum Creek Maine Timberlands' approximately 900,000 acre ownership in Maine. The company's eastern block of lands, on the east shore of Moosehead and surrounding First Roach Pond comprise roughly 115,000 acres.

Plum Creek Maine Timberlands will transfer ownership of their shoreland around the Pond to Plum Creek Land Company. However, many individual camp lots, old lease lots that have been sold to private owners, also exist around the lake and make up about 14% of the shoreline; these lots are small, narrow, and shallow. The State of Maine also owns frontage on the Pond, about 7,900 feet or 7.6%. This land is along the southeast shore. The private lots are primarily around Kokadjo and the south shore.

Roads and Access

As mentioned, the Lily Bay Road (also known as the Greenville Road) skirts the west end of the Pond. It is a public road, as is the County Road, a gravel road in good condition that follows the south shore of the Pond to just beyond the state-owned campground, beach, and boat launch.

A few, private camp roads are in the immediate vicinity of Kokadjo; however, the remaining roads are all private and are owned and maintained by Plum Creek Maine Timberlands (*see Map 4*). Two of these Plum Creek roads provide access to the east and north shoreland areas. On the east the Shaw Mountain Road skirts the lower slopes and provides potential access to the shore itself –-there is no such east shore access now. On the north shore the Frenchtown Road, which is owned by Plum Creek Maine Timberlands, follows the townline, easterly. It becomes a four-wheel drive road about half way down the town line.

MAP 2 : FIRST ROACH POND WATERSHED

Source: Maps 41 and 42, the Maine Atlas and Gazetteer

MAP 3 : OWNERSHIP

Source: Plum Creek Recreational Map, A Guide to the Maine Timberlands of Plum Creek

HISTORY

First Roach Pond is located at the junction of two areas that, like most of northern Maine, have a history that has been shaped by the timber and recreation industries. The landscape surrounding First Roach Pond and to the north, east, and south is still timberland today. To the west and southwest are Moosehead Lake and Greenville, which are major recreational attractions in the state. Kokadjo, at the pond's outlet, historically has been an integral part of both industries.

While surveyors probably came to the area as early as 1764, settlers didn't arrive until 1824. These were silver prospectors who came to T8 R10 near Wilson Stream. Not finding any silver, they soon turned to logging and farming to make their living. In 1825, they cut a road from the south to the southern tip of Moosehead Lake. Loggers were already operating around the shores of the lake, and the road became a supply route for staples for the farms. A settlement grew where the road met the shore, and the town of Greenville was incorporated just eleven years later.

Before the arrival of the railroad to the Moosehead area, loggers in the north woods depended on horse-drawn tote teams and boats to bring them supplies from the south. Several locations became stopovers serving the tote teams and their drivers, the paymasters, and logging company officials. These included Greenville, Lily Bay, Grant Farm, Chesuncook, and Kokadjo.

In the mid 19th century John Townsend Trowbridge came to the area to write a series of descriptive articles for a Boston weekly. Henry David Thoreau wrote *The Maine Woods* based on his travels in the Moosehead region in 1853. These and other writers made the larger world aware of the beauty and abundant wildlife of the area.

The Bangor & Aroostook Railroad reached Greenville from Bangor in 1884; it was built by Chinese and Irish laborers. This line was connected with the Canadian Pacific Railroad (now the Canadian American Railroad) which ran westward to Montreal, northern Vermont, and New York. The railroad brought tourists as well as supplies to the area, and so ushered in the tourism industry. "Sports" came from as far as Pennsylvania by rail and/or steamboat to see, canoe, hunt, and fish in this frontier land. Twenty-five years after Thoreau wrote about the Maine Woods, visitors could travel by train from Boston to Greenville in one day, for $2. Steam boats on Moosehead, formally used to boom logs up the lake, were now also used to transport tourists and their guides. From Greenville, they could go to any one of several destinations, among them, the mouth of the Roach River. Greenville has remained a tourism center to this day.

The arrival of the railroads also boosted the timber industry. There was a veneer mill in Greenville as early as the 1880's which became known as the Atlas Plywood Company. Moosehead Manufacturing, Scott Paper Company, and Great Northern Paper Company (GNP) also worked in the area and used the railroad to access markets all over the US and Canada.

Great Northern Paper Company began its operations east of Moosehead in 1900 and became a major landowner in area. Originally, GNP boomed logs up Moosehead Lake to Northeast Carry by steamer. From there, logs and workers were transported over a short two-mile stretch to the West Branch of the Penobscot River, where they were floated downstream to the mill in Millinocket. At this time, the forest was penetrated by nothing more than rough logging roads used by horse-drawn sleds or skidders.

Log drives on the rivers stopped in the 1970's; state law prohibits the drives in order to protect water quality and boating access on the rivers. Timber and paper companies have since relied on logging roads to access trees and bring them to the mill. Today, the forests of northern Maine are criss-crossed by a web of logging roads. This arrangement has substantially increased the recreational hunting and fishing opportunities in the area. In the area immediately around First Roach Pond, the road running south beyond the state-owned South Inlet Wilderness Campground, those surrounding Shaw Mountain, and the road along the south side of Bluff Mountain are owned and maintained by Plum Creek Maine Timberlands.

The pace of development on First Roach Pond is similar to that of the Greenville area in general. Up until the 1950's, there were as few as 15 camps on the pond. Then, in response to the demand for second homes in the north woods, Skylark, the real estate development arm of Scott Paper, subdivided the shoreline around First Roach Pond. The first of these lots sold in 1970, but most sold in the late '70's and early '80's.

EXISTING DEVELOPMENT

Overview

About one quarter of First Roach Pond's shoreline is subdivided for camp lots. There are 108 cabins on these lots, most of which lie immediately east of the village of Kokadjo or along the south shore. Many of these cabins date back at least 50 years while Kokadjo itself had its beginnings as a woods farm in the mid 19th century.

Commercial Development

There is no development along the Lily Bay/Greenville Road after it leaves the Lily Bay State campground and heads north to Kokadjo. Kokadjo today contains a mix of buildings clustered around the road at the outlet of First Roach Pond. Some of these are the remnants of a once-thriving farm where hay for the woods horses was grown; other buildings are more recent. Altogether there are 6 commercial buildings in the immediate vicinity of Kokadjo, including a store, restaurant, and 2 storage barns.

The only operating commercial structures are the Kokadjo Camps and Trading Post, a general store, and the Northern Pride Lodge. Another store operated in this same vicinity, but it is now permanently closed. The general store is open year round; it serves as both store and meeting place for residents and tourists, snowmobilers, moose hunters, and woods workers. Gas for snowmobilers is available in winter. Five cabins associated with the old store and located at the outlet are available for rent. The Northern Pride Lodge is open year round while the campground is open for the summer season only. Besides lodging, Northern Pride offers boat and canoe rentals and dining, by reservation. Another "commercial" property is the now closed County dump, just off the southwest portion of the County Road.

The campground at the far, southeast, end of the Pond on the County Road can also be considered a commercial use. Although owned by the state, the site is leased (along with some Plum Creek Maine Timberlands' land to the southeast) to the Pages as a seasonal outdoor

camping area for tents and trailers. Thirty-four campsites are available; 14 are on the leased land and 20 are on state land. The campground is known as the South Inlet Wilderness Campground.

Finally, there is an old ± 20' x 10" boathouse, in reasonable condition, located on the east shore of the North Inlet, on the peninsula.

Residential Development

Small lot, seasonal cabins are found on the north, west, and southern shores of the pond, but not on the east shore. The photographs that follow show typical shorefront cabins near Kokadjo and on the north and south shores. These are, for the most part, in old former Scott Paper leased areas. Originally, these lots had 75 feet to 200 feet of shore frontage. Subsequently, they've been sold and, in some cases, consolidated into slightly larger lots. Most lots have cabins on them.

There are two remaining leased lots with cabins on them:

- The Dean lease on the north shore, about 1000 feet east of the North Inlet; this small parcel has an old, 19th century, well maintained log cabin and outbuilding on it;
- The ± 1 acre Baasch lease on the north shore, lying just less than a mile west of the north inlet; there's a seasonal cabin on this lot.

The state-owned property on the southeast shore covers about 7,900 feet of shore and includes the 42 old Scott leased lots. Some of these lots have been consolidated, and the cabins on them are now leased out by the State Bureau of Parks and Lands. According to the Bureau of Taxation's tax maps (revised in 1993) there are 37 structures along the shore; 32 of these are cabins, the others are outbuildings and garages.

West of the state ownership, on the south shore, are groups of older camps – all old leases sold to private buyers. These are described below, starting west of the state land and continuing west:

- The first group comprises 16 lots, from ½ acre to 1½ acres in size, containing 21 structures, 16 of which are cabins.
- The second group comprises 6 lots and 6 cabins;
- The third group comprises 11 lots and 10 cabins;
- The fourth group comprises 14 lots and 12 cabins.

There are two additional lots both with cabins on them between the third and fourth groups. *(Note: all existing residential lots are shown in red on the Concept Plan Map 11, in Part IV.)*

At Kokadjo there are about 7 residential lots west of the outlet and 19 east of the outlet, on the north shore; there are also 5 residential "back" lots. Twelve cabins line this north shore; all are within 2500 feet of the general store at Kokadjo. There is one cabin on the back lots.

Two other clusters of small old leased lots are located on the north shore. All have been consolidated into larger lots and all but one have been sold to private buyers. Just east of the so-called Pulp Road are three lots; each contains one cabin. Further east, but west of the north outlet, is a group of six lots containing five cabins. There is one solitary private lot, with a small cabin in the center of the north shore.

There are a total of 108 cabins on the shore of First Roach Pond; another 6 acres on back lots (*see Table 1)*. The 108 number includes the 2 cabins on leased Plum Creek land and the 32 cabins on state land. In addition to these primary units (i.e., cabins) there are 49 (estimated) accessory structures associated with the residential shorefront lots and about 2 such structures on back lots.

Total Number of Lots

The table of "Existing Development on First Roach Pond" shows that there is a total of 93 shorefront lots owned by others; i.e., owners other than Plum Creek. Another 11 back lots are owned by others, making a total of 104 lots held by others within the planning area.

Five of these are commercial lots,4 are state-owned, and 1 belongs to the County. The leased lots on state-owned land are not viewed as private, separate lots and are included as one lot under state ownership.

Summation

Existing commercial and residential shoreland development is summarized in the table below:

Table 1: Existing Development on First Roach Pond		
Existing Shorefront Lots		
Private commercial lots (at Kokadjo)	3	
Private residential lots	86	
State-owned lots	2	
Leased lots (owned by Plum Creek Timberlands)	2	
Total existing shorefront lots	93	
Existing Back Lots		
Private commercial lots (at Kokadjo)	2	
Private residential lots	6	
State-owned back lots	2	
County-owned lot (old dump)	1	
Total existing back lots	11	
	Primary*	**Accessory****
Existing Shorefront Structures		
Private commercial structures	3	4
Private residences/cabins	74	42
Private residences/cabins on leased lot	2	2
Leased cabins owned by state	32	5
Total existing shorefront structures	111	53
Existing "Back" Structures		
Private commercial structures	3	
Private residences/cabins	6	2
Total existing back structures	9	2
**A residence, cabin, store, restaurant, or large storage building.*		
*** Small ancillary buildings, sheds, and garages.*		
Note: these figures are based on tax maps, USGS maps, and tax assessors records; they represent the best information available.		

EXISTING SERVICES

Given its location, 20 minutes north of Greenville, and the very few year-round residents in Frenchtown and Kokadjo, the First Roach Pond area is not well served by utility and other public services. The following is a synopsis:

Road Building and Maintenance

There is a public, tarred road in the vicinity that is the state-maintained (MDOT) Greenville/Lily Bay Road. As an arterial, but unnumbered road, it serves heavy trucks hauling wood to mills to the south. It is a paved, narrow, winding road with gravel shoulders and good ditching; overall width is 24 to 26 feet. Maintenance is the responsibility of an MDOT crew in Shirley. No substantial improvements are planned in the next 6 years. According to MDOT this road segment does not have a high accident rating, however, given the high moose population in the area, moose/vehicle accidents do occur. Between 1996 and 1998 four such accidents were reported.

The gravel County Road extends from the Lily Bay Road easterly along the south shore to the state-owned camping area. Responsibility for maintenance rests with Piscataquis County. The road has a good base and good drainage and is well maintained.

Most other roads surrounding First Roach Pond are owned and maintained by Plum Creek Maine Timberlands as year-round gravel woods management roads. They are used by the public for access to some camps, for hunting access and for pleasure driving. Overall the primary roads that serve the Concept Plan area are in good condition with the exception of the Frenchtown Road east of the two-mile mark (out of Kokadjo). Plum Creek Maine Timberlands is continually upgrading these roads and finding alternate routes (in the case of the east end of the Frenchtown Road). The company is in the process of rebuilding a number of stream crossings using improved Best Management Practices.

Electrical Power and Telephone Lines

Power lines extend up the Lily Bay/Greenville Road to Kokadjo from the south; they then run easterly for about ½ mile and end next to Plum Creek Land Company ownership, on the north shore; the remainder of the north shore, the entire east shore, and the south shore are not served by electricity. It appears that the telephone poles on the County Road could support power lines. The poles are in good condition and spaced appropriately. There are no known plans to extend power, however, Plum Creek may request that electrical power be extended eastward on the County Road for about 10,000 feet.

Telephone lines are on the same poles as the electric service along the Greenville Road and in the immediate vicinity of Kokadjo. They also extend easterly along the County Road to the state-owned campground.

Gas

There are no gas lines in the region; bottled propane gas is available, however, and is used primarily for lighting (for cabins without electrical service), cooking, seasonal heating, and refrigeration.

Solid Waste Disposal

Currently taxpayers take their solid waste/garbage to the Lily Bay facilities, located off the Lily Bay Road. This facility, known as the Piscataquis County Recycling and Transfer Station, serves Lily Bay and Frenchtown. It is open at the following times:

- May 1 to December 1 on Tuesdays and Fridays from 12 p.m. to 4 p.m. and Sundays from 8 a.m. to 4 p.m.;
- From the Fourth of July to Labor Day, however, it is open 12 p.m. to 4 p.m.; and
- December 1 to May 1 on Wednesdays and Sundays only, from 8 a.m. to 4 p.m.

Fire Protection and Other Services

Forest fires, brush fires, and other fires are handled by the Maine Forest Service.

All other services, such as ambulance, hospital, health care services and the like are available in Greenville, 14 miles to the south. Greenville also has a municipal airport and "seaplane" base.

ADJACENT REGIONAL DEVELOPMENT

Overview

The "Existing Development" section addresses development around First Roach Pond in Frenchtown. This section reviews historic growth in the immediate region, that is the adjacent towns on the fringes of the jurisdiction and close to Greenville and the eastern shores of Moosehead Lake.

This review shows that the Moosehead Lake region in general and the Beaver Cove, Lily Bay area in particular have been high growth locations within the Commission's jurisdiction – for at least the last 50 years. The Moosehead Lake Area is identified in the 1997 Comprehensive Land Use Plan as an area of concentrated development with special planning needs.

Building Permit and Subdivision Activity

A number of seasonal home permits issued in the unorganized towns of Lily Bay and Beaver Cove, as well as in the organized town of Greenville, has on average been much higher than most towns in the jurisdiction. (The Rangeley Lakes Area, Carrabassett Valley, northern Maine, and more recently, a few Washington County towns, have been the other growth centers.) For example:

- between 1971 and 1975 Beaver Cove was one of only 10 towns in the jurisdiction with over 16 building permits issued (based on a 75% sample);
- between 1971 and 1991 over 100 building permits were issued for Beaver Cove and between 40 and 99 permits were issued for the adjacent Lily Bay (*see Map 5*);
- an additional 52 permits have been issued in Beaver Cove since 1991 and 35 in Lily Bay; and

- in Greenville, according to their 1999 Comprehensive Plan, 262 residential lots were created, through subdivision, between 1986 and 1994. One hundred and seven of these were in one project, Rum Ridge Farms on Lower Wilson Pond. In addition, two sets of condominiums, with 7 and 14 units each, have been constructed.

Similar results are reported for subdivision activity. Between 1982 and 1991 both Beaver Cove and Lily Bay had a total of over 100 lots each approved, and Frenchtown, according to the LURC's Comprehensive Plan, had between 40 and 99 lots approved.

The LURC Comprehensive Land Use Plan states: "In the early 1970's most new development on Moosehead Lake was located at its southern end, in Beaver Cove Township and Harford's Point. In the 1980's, a significant number of new building permits were issued in Beaver Cove, Lily Bay Township, Rockwood Strip, and Tomhegan Township. While these areas accounted for 70% of the new building permits issued on the lake between 1971 and 1991, new permits were issued in virtually every other township surrounding the lake as well. In the twenty year period, a total of 452 building permits were issued for new residential structures in the townships fronting Moosehead Lake." Frenchtown, located immediately east of Beaver Cove and Lily Bay, has clearly been part of this trend.

The 1997 Plan goes on to say: "The challenge for the Commission is to allow growth to be accommodated in these areas without compromising the resources that make them so special. Balancing development and conservation in these areas is the key to maintaining their high value, particularly their recreational appeal." Further, it is a central principle of the Plan to encourage "orderly growth within and proximate to existing compatible developed areas, particularly towns and communities."

The Greenville Comprehensive Plan reports that year round housing demand is expected to be 3 or 4 houses per year while seasonal demand is expected to be around 10 houses per year. In the economic arena the town's goals are to:

- increase business and industrial activity to provide quality jobs and expand and diversify the tax base; and
- focus on forest products, tourism and recreation, and retail and services.

Lying just 20 minutes to the north, on the fringes of the Greenville service area, Frenchtown seasonal dwelling owners see Greenville village as their service center, just as Beaver Cove and Lily Bay residents do.

Summation

Given that First Roach Pond in Frenchtown lies within LURC's "fringe" area, and that this area to the east of Moosehead has been the focus of considerable growth and development for the last half century, it seems appropriate that LURC has designated First Roach Pond as a lake "suitable for development" and that a Concept Plan approach is used to accommodate future planned but limited growth.

MAP 5 : NEW DWELLING UNITS IN LURC JURISDICTION 1971-1991

Source: Maine Land Use Regulation Commission Report, Department of Conservation

FOREST RESOURCE MANAGEMENT

Plum Creek Maine Timberlands manages all of the estimated 115,000 acres surrounding First Roach Pond, east of Moosehead lake, as a working forest; it is managed for forest products, which in turn, provide local employment opportunities. This land is accessible to the public for traditional recreation purposes.

It is Plum Creek's intent to continue to manage these lands adjacent to the Concept Plan areas for commercial timber production and other natural resources. This includes making further improvements to land management roads and bridges and extracting minerals (gravel) as needed for road building purposes.

WATER QUALITY

Information on First Roach Pond's water quality was obtained from two sources: the state's "PEARL" website which reports on lake water quality monitoring results, and an independent study of phosphorus impacts on the Pond by DeLuca Hoffman Associates, Inc. The full "Preliminary Phosphorus Evaluation for First Roach Pond," by DeLuca Hoffman Associates, Inc., is included in the Appendix.

The PEARL data for First Roach Pond is limited to information from just one station for years 1981 and 1989. The results of measurements taken in those years is presented below.

Secchi Disk Transparency

The average measure for First Roach Pond was 6.4 meters; in 1989 it was 7.2 meters. These measures indirectly translate into algal productivity and, as such, they indicate good transparency and an unproductive algae situation.

Color

Color is measured in SPU units (Standard Platinum Units). Maine lakes average 28 SPU, and First Roach Pond has a SPU of 20. This means First Roach Pond has slightly reduced transparency due to concentrations of natural dissolved organic acids.

pH

The pH of a lake reflects how acidic the water is and helps determine plant and animal species present. The scale is from 1 to 14, with 7 being neutral; the average count in Maine is 6.7. First Roach Pond has a pH of 7.07.

Total Phosphorus (TP)

TP is one of the major nutrients needed for plant growth. It's generally present in small amounts in all lakes and is measured in parts per billion (ppb). As the amount of phosphorus increases ,

the amount of algae increases. In Maine the TP varies from 1 to 110 ppb with the average being 14 ppb. First Roach Pond's TP is 4 ppb, significantly below the state average.

Alkalinity

This is a measure of the capacity of the lake water to neutralize acids; it's also known as the buffering capacity. First Roach Pond has an alkalinity level of 6.2 mg/l; the average in Maine is 12.2 mg/l.

Conductivity

Conductivity is a measure of the ability of water to carry an electrical current. Conductivity increases with increased pollutants entering a lake. Maine lakes average 44 uS/cm; First Roach Pond averages 21 uS/cm.

Chlorophyll A

First Roach Pond has a low level of chlorophyll, i.e., 2.0 ppb. The state average is 4.6 ppb. Chlorophyll is a measurement of the green pigment in all plants. The Pond's low reading indicates low levels of algal biomass.

Watershed Data and Phosphorus Concentration

According to the Maine Department of Environmental Protection's files there are 8,517 acres of First Roach Pond watershed within Frenchtown and the Pond's Water Quality Category is "Good." They advise that a "High" level of protection be maintained to conserve the cold-water fishery. Given this recommendation, future development should not increase the phosphorus concentration by more than 1.0 ppb.

THE FISHERY

First Roach Pond

First Roach Pond is an oligotrophic lake. That is, it has relatively low levels of dissolved nutrient salts and, as a result, sparse organic matter and high oxygen levels. The native fish species are typical for such a lake in Maine and include: brook trout, lake trout, sculpin, white suckers, and cusk. There are also many non-native fish species, such as: smelt, yellow perch, and landlocked salmon.

The fishery appears to be healthy. Of the eleven perennial tributaries, all have fish in them. Plum Creek has conducted thermographic studies of the tributaries to determine whether reductions in tree canopy would affect water temperatures, and thus fish spawning habitat. These studies conclude that there is no risk to spawning habitat from timber harvesting provided LURC's standards are followed.

The LURC Lake Report Form for First Roach Pond rates the fishery as "significant," with a high level of diversity, and water quality, with optimal physical factors that contribute to a healthy habitat. The abundance of the various species is rated "medium," meaning that the number of fish is similar to other fisheries in the region. There are no rare or uncommon species.

Reproduction levels are considered medium, according to the Lake Report, meaning one fishery is supported in part through stocking. Every year, Inland Fisheries and Wildlife conducts fish population surveys with trap nets and stocks First Roach Pond. According to the Inland Fisheries and Wildlife 2000 stocking report, Inland Fisheries and Wildlife introduced 2,200 landlocked salmon to the pond, all between six and eight inches long.

First Roach Pond and the North Inlet are open to fishing May 1st of each year. Inland Fisheries and Wildlife regulations prohibit the use of live fish as bait, although using dead fish, worms, and salmon eggs are allowed. The daily bag limit for togue and salmon is one fish; the salmon must be at least 16 inches. Anglers may take up to two brook trout or two splake daily. The minimum length for trout is 12 inches, and only one of two trout taken on any day may exceed 14 inches. There are no size limitations for togue.

Generally, the fishing experience is considered "medium." The Lake Report Form for First Roach describes the size and catch rates of fish to be "fair." The report also describes the aesthetic experience on the pond as typical for the region, with high fishing pressure. The pond is only rated "medium," however, in its economic importance to the region and in terms of the role the fishery plays in supporting local services, guides, and tourism businesses.

First Roach Pond is a managed lake. As such, Inland Fisheries and Wildlife monitors angler effort, catch rates, fish growth, and other parameters to ensure that the fishery meets angler and agency expectations. Although the creation of additional camp lots on First Roach Pond will likely increase the number of angler days per fishing season, the new development should have no substantive impact on the aquatic environment that supports the lake's fishery. Consequently, the quality of the fishery will continue to depend on careful management by Inland Fisheries and Wildlife.

Roach River

The Roach River is the second largest tributary to Moosehead Lake (after the Moose River). The headwaters of the river flow from Alligator Pond and Seventh, Sixth, Third, then Second Roach Ponds before it enters First Roach at the North Inlet. There are six miles of river between First Roach Pond and Moosehead Lake.

S.D. Warren gave the dam at First Roach Pond's outlet to Inland Fisheries and Wildlife in the mid 1990's. Inland Fisheries and Wildlife also owns the land on either side of the Roach River between Kokadjo and Moosehead Lake; their ownership extends 250 feet out from the water's edge and includes a total of 690 acres. Beyond this corridor, on both sides, is a "no-development" conservation easement; it extends an additional 250' north and south of the corridor.

The Roach River is known for its fine salmon fishing. Inland Fisheries and Wildlife has listed the Roach River as one with high or moderate fisheries value. Fishing on the river is restricted to catch and release fly fishing only. The Roach is mentioned in most fly fishing publications about

Maine, and draws anglers from throughout the New England region. Al Raychard's *Trout and Salmon Fishing in Northern New England* states that the fishing is good just after ice-out in May, but best in September when water is released from the dam, water temperatures drop, and the salmon start running. The water is generally slow-moving, with a few class II and class III rapids.

Access to the Roach River remains somewhat difficult, especially on the western part. Although, Inland Fisheries and Wildlife recently purchased two small lots from Plum Creek (0.3 and 0.6 acres) on the south side of the river, in Kokadjo, (and has built a parking lot, public boat launch to First Roach Pond, and information kiosk there) as well as a ± 9 acre parcel on the north side of the road adjacent to the Roach River, these facilities do not improve access to the rest of the river in any significant manner.

SCENIC RESOURCES

Background

The scenic quality of First Roach Pond and its surroundings has (along with its relative remoteness, quiet, and good fishing) attracted second homebuyers and recreationists for many years. The scenic qualities they seek – hills and mountains, blue lake waters, and the changing seasonal colors of the Maine woods can be appreciated from many viewpoints, the most significant of which are:

1. views from the water and the water's edge;
2. views from future cabins and development parcels; and
3. views from special, elevated, vantage points, and roads.

These three "viewpoints" are discussed below, yet they all share something in common and that is a sense of "vastness." First Roach Pond is a large pond. The scale of the pond is difficult to comprehend at first, yet no matter where the observer stands, most memorable objects are distant. Even the narrower parts of the pond are separated by ¼ to ½ mile; the pond itself is almost 7 miles long and averages just under 2 miles wide.

1. <u>Views from the Water and Water's Edge</u>

Photographs 1, 2, and 3 on the "Scenic Views' map illustrate three typical shoreline views, views similar to those enjoyed by boaters, anglers on the water, and people hiking along the shore. Photograph 1 shows the view from the west shore, in late fall, towards Kokadjo. Here, at the narrow end of the pond, old (pre-LURC) cabins dominate the immediate view, because no buffers of trees are in place. Further, this northern shore has little elevation; no hills or mountains lie to the north, and all the views from the south, looking north, are unremarkable. However, with the exception of the Kokadjo area, few cabins are visible. By and large the north shore is predominated by woods and small boulders on the shoreline itself. Views to the southern and eastern shores are similar, although existing cabins here are fairly well screened from view. The views to the south, from the pond and north shore, however, are dominated by the low mountains lying to the south and east (*see photographs 2 and 3*). Again, the views are panoramic, not intimate.

2. **Views from Future Cabins and Development Parcels**
   Photograph 3 shows the view from an old log cabin on the northeast shore, looking south. It illustrates that the south shore and any development there is distant and, if properly screened by trees, largely invisible. Indeed, because all new development will meet or exceed LURC's setback and clearing standards, "filtered" views to the pond will be the rule and few, if any, new structures will be visible from the water.

3. **Elevated Viewpoints and Scenic Roads**
   Photographs 4 and 5 were taken from woods management roads high on the flanks of the mountains on the south and east shore. These views, which provide dramatic yet distant views of Mount Katahdin (*photo 4*) and the Spencers (*photo 5*), are rare and remarkable.

Views from other land management roads, the County Road, and the Greenville Road are scenic but not spectacular, mainly because Plum Creek Timberlands has practiced selective cutting along them, and there are few open views. Of course, during the fall foliage season, all of these access roads are attractive and draw "leaf-peepers."

The pond itself is only seen from a public road from a vehicle on the County Road, at the state-owned land, and at the outlet dam, in Kokadjo.

LURC's Scenic Assessment of First Roach Pond

In 1988 LURC undertook the Maine Wildlands Lake Assessment. The Lake Report Form on First Roach Pond, dated 6/21/91, rates the pond's overall scenic value as "significant," but *not* "outstanding." The report gives the lake an overall rating of 40 points, out of a possible 100. Specific ratings were as follows:

Relief: 20 out of 30 points
Dramatic or highly complex relief exists but makes up no more than 25% of the view

Physical Features: 10 out of 25 points
First Roach Pond scored relatively low in this category because it was seen to have but one "feature," probably shoreline boulders; it lacks cliffs, ledges, rockslides, and islands.

Shore Configuration: 5 out of 15 points
First Roach Pond does not have a particularly interesting and varied "edge," hence this below average rating.

Vegetative Diversity: 5 out of 15 points
Because the pond supports only two "vegetation communities" it received just 5 points.

Special Features: 0 out of 15 points
First Roach Pond was judged to have no special features such as great water clarity and excellent wildlife viewing opportunities.

Inharmonious Development: 0 out of 30 points
No points were subtracted in this category.

RECREATIONAL RESOURCES

First Roach Pond

First Roach Pond is typical of Maine ponds that are of a substantial size, have relatively easy access, and a good fishery. Because of these factors, the pond attracts fishers, campers, and those looking for a place to settle for a week or even the summer, to enjoy the scenery, quiet, and "getting away from it all." There is a private camp area and state-owned campground on the lake that cater to these folks. Others use the seasonal cabins on the pond. (*See 'Fisheries' section for a discussion of fishing resources on First Roach Pond itself*.)

Campgrounds

Northern Pride Lodge and Campground, is located at Kokadjo, on the northwest side of the dam. They are open year-round and offer 20 tent sites and a lodge, and rent boats for fishing. They have access to both the pond and the Roach River, and are close to the store at Kokadjo.

South Inlet Wilderness Campground is located off the County Road on the southern shore of First Roach Pond, about 4500 feet from the southeast inlet. There are 14 sites for rent, and there is a public, hand-carry boat launch (owned by the Bureau of Public Lands), and picnic tables.

Water Access

There is one other public boat launch on First Roach Pond. This launch was recently installed by the Maine Inland Fisheries and Wildlife on a half-acre site south of Kokadjo, next to the outlet dam and adjacent to a 33-acre commercial lot. There is parking available at the boat launch, and an informational notice board. Overflow parking is located across the road. The public also makes occasional use of the old pulp dump site, next to a small informal camping area, as a boat launch. This is an unimproved, private, access point on the north shore at the Pulp Road. Plum Creek has no plans to improve it.

Hiking Trail

There is one hiking trail near First Roach Pond, but it is not often used. The trail goes up Number Four Mountain, and can be accessed by driving in on the logging roads that run west and south of the south shore road. It ends at the summit of the mountain, at 2890 feet of elevation.

Canoeing

The Roach River is a well-known canoeing route, beginning at Kokadjo, and ending at Moosehead Lake, six miles down river. There are class II and III rapids, meaning that the level of difficulty of negotiating the rapids is easy to medium. Canoeists are advised to make the trip during high water in the spring.

Snowmobile Trails

Snowmobiling is becoming a major economic force in the region. There are international trails that connect Canada with Maine and the rest of the northern U.S., and club trails that meander

around the Moosehead region. Kokadjo is located at the intersection of International Trail System (ITS) trails 85/86 and club trails called Route 66 and the Moosehead Trail.

ITS 85/86 runs from Kokadjo to Greenville to the southwest, where it splits into ITS trails 85, 86, and 87. ITS 85 runs south to Guilford, 86 runs west to Jackman, and 87 runs west and south to Bingham. From Kokadjo east, ITS 85/86 goes to Pemadumcook Lake, the West Branch of the Penobscot River, and Millinocket.

Club trail Route 66 is a scenic route that runs from Kokadjo west to Moosehead Lake. The trail crosses the Lake at Mount Kineo, and ends at Rockwood. The Moosehead Trail goes northwest from Kokadjo around the northern tip of Moosehead Lake, along the southern shore of Seboomook Lake to Canada Falls Lake, then southeast to Rockwood.

There is also an unnamed trail spur that leaves ITS 85/86 about 5,000 feet south of Kokadjo. From there it crosses First Roach Pond, heading east. The trail resumes on land at the foot of Shaw Mountain. There it connects with logging roads that circumscribe the base of the mountain.

The Region[*]

The recreational resources in the region of First Roach Pond are varied and among the best in Maine's interior. The town of Greenville, approximately 16 miles away, and Moosehead Lake act as the gateway to the north woods, and are tourist magnets in their own right. Ripogenus Gorge and the West Branch of the Penobscot River are just 22 miles from Kokadjo. From there, it's just another 23 miles to the Togue Pond gate at Baxter State Park. Big Squaw Mountain, the headwaters of the Kennebec River, and the Appalachian Trail are also within a morning's drive of First Roach. Following is a summary of the recreational opportunities open to the public within a twenty-mile radius of Kokadjo. The Existing Conservation section discusses lands in the region currently or potentially conserved for ecological or recreational purposes.

Greenville

The Town of Greenville offers a wide variety of recreational opportunities. These facilities and programs are made available to the public at little or no cost. The programs are geared for kids under 14 years of age. They include: basketball, swimming lessons, T-ball, baseball, soccer camp, skating, downhill skiing lessons, Little League softball, and ice hockey. Facilities include three beach and picnic areas; Thoreau Park, which also has picnic tables; Pine Grove Playground; and the gymnasium at the Greenville school complex which offers tennis courts, ice skating, outdoor basketball, track, ball fields, soccer, a playground, and nature trails. The school facilities are available to the public during off-school hours.

Moosehead Area

The entire shoreline of Moosehead Lake is within a twenty-mile radius of First Roach Pond, which makes a multitude of recreational opportunities available to those visiting or living on the Pond. The private facilities offer wilderness expeditions, wildlife viewing, kayak school, whitewater rafting trips, ecological tours, ropes courses, trips for bicyclists and hikers, horseback

[*] *Sources: DeLorme Maine Atlas and Gazetteer, 1997; Town of Greenville Comprehensive Plan, 1999.*

riding, sailing, volleyball, water skiing, fishing, dog sledding, downhill skiing, cross-country skiing, snowmobiling, and ice fishing.

Following is a list of the public and semi-public recreational facilities around Moosehead Lake, listed by type. Boat launches and campsites are on Moosehead Lake itself unless otherwise noted.

TYPE OF FACILITY	LOCATION	NUMBER/COMMENT
Trailerable boat launches	Greenville	3 (1 on Lower Wilson Pond)
	Beaver Cove	2
	Spencer Bay Township	2
	Northeast Carry Township	2 (1 on Lobster Stream, 1 on the West Branch of the Penobscot River)
	Rockwood Strip	1
	Taunton & Raynham Academy Grant	1 (on Brassua Lake)
	Big Squaw Township	1 (on Indian Pond)
Hand carry boat launches	Greenville: Rum, Grenell, Salmon, Secret, and Sawyer Ponds	6
	Days Academy Grant	1
	Northeast Carry Township	1 (on the West Branch of the Penobscot River)
State campgrounds	Beaver Cove	Lily Bay State Park
Wilderness campsites	Greenville	4 on Lower Wilson Pond
	Spencer Bay Township	4 (1 on Spencer Stream)
	East Middlesex Canal Grant	1 (on Kidney Pond)
	Big W Township	1
	Sapling Township	2 (on Kennebec River East Outlet)
	Big Squaw Township	1 (on Kennebec River East Outlet)
	Little Squaw Township	5 (1 on Little Notch Pond, 2 on Big Squaw Pond, 2 on Little Squaw Pond)
Maintained campsites	Moose Island	2
	Sugar Island	3
	Deer Island	1
	Lily Bay Township	3
	Spencer Bay Township	5
	Fox Island	1
	Salmon Island	1
	Days Academy Grant	4
	East Middlesex Canal Grant	2 (1 on Lobster Lake)
	Northeast Carry Township	1 (on the West Branch of the Penobscot River)
	Little W Township	1
	Big Squaw Township	1 (on Squaw Brook)
Hiking trails	Mount Kineo	1
	Big Squaw Mountain	1
Steamship cruises	from Greenville	1
Picnic areas	Route 15, Greenville	1

Beyond Moosehead

Outside the Moosehead region, but within a twenty mile radius of Kokadjo, there are still more recreational opportunities. The types of recreation are limited to nonmotorized forms of recreation, with the exception of fishing from motorized boats and snowmobiling (see above). The following chart lists the facilities available, as shown on the DeLorme Atlas and Gazetteer.

TYPE OF FACILITY	LOCATION	NUMBER/COMMENT
Trailerable boat launches	T3 R12 WELS	2
	T1 R12 WELS	1
	Shawtown Township	1
	TA R11 WELS	1
Hand carry boat launches	T3 R13 WELS	1
	Bowdoin College Grant West	6
	TB R11 WELS	1
Wilderness campsites	Lobster Township	1
	T3 R13 WELS	1
	R13 WELS	1
	T12 R12 WELS	2
	Rainbow Township	5
	T1 T13 WELS	1
	Shawtown Township	5
	Bowdoin College Grant West	4
	Bowdoin College Grant East	3
	Elliottsville Township	2
Maintained campsites	Lobster Township	7
	T3 R12 WELS	3
	T1 R11 WELS	8 (Nahmakanta Public Reserve Land)
	T1 R10 WELS	1
	TA R11 WELS	6
	TA R10 WELS	1
	Bowdoin College Grant West	1
	Bowdoin College Grant East	4
	TB R11 WELS	2
	Katahdin Iron Works	4
Hiking trails (other than the Appalachian Trail)	R13 WELS	up Big Spencer Mountain
	Bowdoin College Grant West	around Elephant Mountain
	Elliottsville Township	up Borestone Mountain

There are several notable scenic attractions within the twenty-mile radius surrounding Kokadjo. These landmarks have state and/or national significance.

Appalachian Trail

The Appalachian Trail runs from Georgia to Canada. Many would consider Mount Katahdin, 30 miles from Kokadjo as the crow flies, to be the definitive destination for AT hikers. However, approximately 60 miles of the trail's approach to Katahdin is within the twenty-mile radius of Kokadjo, and passes some spectacularly scenic sites. These sites are not accessible except by the AT, although in some cases, a road may be nearby. There are nine lean-tos along this section of the trail, providing shelter to those camping along the way. Following is a description of these scenic resources, taken from DeLorme's Maine Atlas and Gazetteer.

Waterfalls

Little Wilson Falls, in Elliottsville Township, is one of the highest falls in Maine: 13 yards, with a long canyon below. Slugundy Falls in also in Elliottsville. Both falls pass through gorges. West Chairback Falls, in T7 R9 NWP, is an 18-foot drop and has relatively easy access. Screw Auger Falls is in Bowdoin College Grant East, just before one reaches Gulf Hagas. It consists of a series of 3-4 foot twisting drops, with very clear water. Hay Brook Falls is in the same township, but off the Appalachian Trail. It can be accessed from Katahdin Iron Works, and jeep trails. This waterfall is a series of three shooting cascades.

Unique Natural Areas

There are three areas along the Appalachian Trail within twenty-miles of Kokadjo that the Gazetteer lists as "Unique Natural Areas." The westernmost is Little Wilson Falls Gorge, which encloses the falls mentioned above. The gorge itself is 300 yards long and up to 30 yards deep. About one mile east are Big Wilson Cliffs. These are huge slate outcroppings overlooking the valley to the east. Gulf Hagas is the westernmost area, in Bowdoin College Grant East. Gulf Hagas is known as the "Grand Canyon of the East." The canyon is three miles long, with five major waterfalls. The walls of the canyon reach 40 yards in height. A hiking trail skirts the rim, and connects to the Appalachian Trail. Screw Auger Falls is located just south of where the Gulf trail meets the AT, and a little further south is a nature preserve called The Hermitage. The preserve includes Pugwash Pond and a stand of old growth white pines on a bluff overlooking the West Branch of the Pleasant River.

West Branch of the Penobscot River

Approximately 11 miles of the West Branch of the Penobscot River lie within twenty miles of Kokadjo. This is, perhaps, Maine's most famous river, offering nationally renowned canoeing, fishing, and whitewater rafting opportunities. Along this stretch of the river, there are two boat launches, and two maintained campsites (as noted in the tables above). On the outer edge of the twenty-mile radius from Kokadjo, along the West Branch, are two sites are worth mentioning.

Old Roll Dam

The Old Roll Dam in Seboomook is a former log driving dam, now used as a portage. The river drops in a series of small falls over green slate bedrock. From the dam to the lower end of Chesuncook Lake are 42 miles of Class I and II water for canoeists and kayakers.

Ripogenus Gorge and Below

Ripogenus Gorge is just below the dam of the same name, at the outlet of Chesuncook Lake. The gorge is one mile long, and up to 80 yards deep. Below the gorge are some of the most famous salmon fishing holes on the West Branch of the Penobscot River. This stretch of the river is also well known for its whitewater. Rafters, kayakers, and experienced canoeists shoot the 23 miles of river from Big Eddy to Ambajejus Lake, which offers class I to class IV rapids.

CULTURAL RESOURCES

Historic Property

There are just four structures within the Concept Plan area.

- The **Dean cabin** and **shed** owned by the Dean family and located on the Peninsula on a ± 1 acre leased lot;
- The **Baasch cabin**, located on the north shore west of the North Inlet, on a ± 1 acre leased lot; and
- A **boathouse** on the southwest end of the Peninsula is owned by Plum Creek Land Company land.

The Dean cabin and outbuilding may have historic value. The Baasch cabin and the boathouse are unremarkable structures, built within the last 50 years. The Baasch cabin is similar to numerous small cabins around the pond. The boathouse, about 20 ft. x 10 ft. in size, is of milled wood and clapboard construction with bituminous shingle roof and is located above the high water mark.

The Dean Cabin and Shed

These log structures are said to be 100 years old. They were built by C. A. Dean, president of the old Hollingsworth and Whitney timber company. Under the proposed subdivision plan for the Peninsula the 1 acre leased lot would be incorporated within a larger 11 acre parcel and sold to the Deans. This is the only change proposed. The cabins, of course, belong to the Deans. The cabin, raised on logs set on large stones, is all log construction with a standing-seam all metal roof. It is "T" shaped in plan with the top of the tee facing the pond to the south and containing a ± 40 foot long front porch. The rear (or bottom) of the tee on the north has gable ends facing east and west (see photos). The shed (± 30 ft x 12 ft) is also of log construction with metal roof. Both structures appear to be made of hand-hewn fir or spruce logs.

Other

Three remnants of the logging days are also found on the shore. Two old pulp dumps, raised stone-filled log platforms, are seen at low water but are submerged at high water; one is on the north shore, the other on the west. The vague outline of a stone foundation to what may have been a mill is visible in the brush and silt near the mouth of Intervale Stream.

The old Kokadjo "farm" barns and worker houses can be glimpsed from the pond but are not in the view shed of the subject properties. The old Oakes summer cabin probably built ± 100 years ago at Kokadjo is now Northern Pride Lodge, a private venture. It too cannot be seen from Plum Creek Land Company property.

SOILS

Overview

This section describes the results of the soils inventory and analysis undertaken on the shorelands adjacent to First Roach Pond. The purpose was to conduct a medium intensity soil survey (a Class D survey as defined by the Maine Association of Professional Soil Scientists) (MAPSS) sufficient to determine the soils suitability for subsurface septic systems.

The results of the survey are depicted on Map 7, titled Soils Constraints. Overall there is a high incidence of soils that have "medium potential" to support septic systems around First Roach Pond. Further, most slopes are in the 5% to 15% range, a range suitable for subsurface waste disposal system installation.

Extent of Area Surveyed

Initially about 2107 acres in Areas 1 through 4 were surveyed; subsequently further soils information for specific sites within Area 5 was obtained. Map 7 shows the extent of the mapping and the results of the soils survey.

Methodology

The soils work was conducted by soil scientists with S.W. Cole Engineering according to MAPSS standards to a scale of 1" = 1320'. Initial mapping was on color aerial photographs. In all, 174 test pits were excavated by hand-shovel and/or 1" diameter soil auger. A field test pit log and field notes were kept and are on file at S.W. Cole's offices. Pits were positioned, flagged, and located on aerial photos. Test pit locations are based on orientation to ground features seen on aerial photos.

Soil mapping units were taken from existing published country soil survey legends. Map unit boundaries show the location of soils that have common properties for general land use planning. The map units were taken from a report prepared by the USDA Soil Conservation Service for Scott Paper Company in 1986. A separate report on file with Plum Creek, by S.W. Cole, summarized soil unit properties, such as texture, depth to seasonal high water table, and depth to bedrock. "Native soils" observed were correlated to existing soils and classified according to National Cooperative Soil Survey standards. Subsequently additional on-site work was undertaken by S.W. Cole staff, to verify the accuracy of this earlier work.

General Findings

The soil scientists identified four groups of soils; these were soils with:

High Potential, i.e., 90% probability that the delineation area is suitable for construction of subsurface wastewater disposal systems and development of low density residential or seasonal dwellings. Very little (less than 5%) of the + 2000 acres surveyed has high potential.

Medium Potential, i.e., 60% probability that the delineation area is suitable for construction of subsurface wastewater disposal systems and development of low density residential or seasonal dwellings. A majority of the site study areas has reasonable soils for septic systems serving 2 to 3 acre sites. It's estimated that 60% of the area surveyed has decent soils with medium potential.

Low Potential, i.e., 30% to 60% probability that the delineation area is suitable for construction of subsurface wastewater disposal systems and development of low density residential or seasonal dwellings. Hydric soils may occupy up to 50% of this delineation. These hydric soil areas will present limitations because of their association with freshwater wetlands; however, with careful on-site analysis, suitable septic sites may be found. About 20% of the study area falls into "low potential" category.

Very Low Potential, i.e., less than 30% probability that the delineation area is suitable for construction of subsurface wastewater disposal systems and development of low density residential or seasonal dwellings. The area is dominated by hydric soils that may present regulatory limitations because of their association with freshwater wetlands. These locations are unsuitable and should be avoided; they make up between 10% and 15% of the mapped area.

The box, over, shows which soil map units fall into each category.

Mapped Soil Units for Around First Roach Pond

Soils with High Potential

12B Adams-Croghan association, gently sloping
18B Machias-Masardis association, gently sloping
34C Danforth-Shirley-Elliottsville association, rolling

Soils with Medium Potential

6XB Nicholville-Roundabout association, gently sloping
74B Telos-Monarda-Monson association, undulating
76C Telos-Chesuncook-Elliottsville association, strongly sloping
76D Chesuncook-Elliottsville-Telos association, moderately steep
77C Telos-Chesuncook association, strongly sloping
77D Chesuncook-Telos association, moderately steep
89C Elliottsville-Monson association, strongly sloping
942C Lyman-Schoodic association, hilly
942E Lyman-Schoodic association, steep

Soils with Low Potential

78B Telos-Monarda association, gently sloping
94C Monson-Elliotsville-Ricker association, moderately steep

Soils with Very Low Potential

0A Histosols association, nearly level
7B Boothbay-Swanville association, gently sloping
8A Swanville-Biddeford association, nearly level
79B Monarda-Burnham association, gently sloping

Findings by Area

The First Roach Pond area was divided into five general areas for ease of reference. Subsurface conditions of each area within the proposed Concept Plan area, are summarized below. Area 1 and the eastern half of Area 2 have the best potential for development. Area 3 has low to medium potential for general development. Area 4 has low to moderate potential due to limitations of steep slopes and shallow depth to bedrock. Area 5 also has moderate potential, in the two, limited areas analyzed.

Area 1. This area is dominated by bedrock-controlled ridges and poorly to well drained silty till soils in areas between ridges. The eastern portion of this area has some areas of moderate to high development and septic system potential near the North Inlet area. Also worth noting are isolated pockets of poorly sorted sand and gravel deposits at the higher elevations, in the eastern half of this area. These areas are small in size but have high potential for development and septic systems. Of special significance is over 3 miles of shoreline, within this area, that generally has moderate to high potential for development and septic systems.

Area 2. Except for a small area on the west end of Area 2 and the eastern half of this area, the shoreline area is too wet for development or septic systems. An approximately 0.75 mile length of shoreline on the eastern end of this area generally has moderate to high potential for development and septic systems.

Area 3. This area has moderate potential for development and septic systems. With the exception of the northeast corner of this area, immediately north of the North Inlet area, the area

typically has low to moderate potential for development and for septic systems. Of special significance is the approximately 1.0 mile long and 0.30 mile wide peninsula formed by the North Inlet and First Roach Pond. This area has soils and slopes that have moderate to high potential for septic systems and development. About one-third of the eastern shore of the Pond has moderate potential for septic systems and development. About two-thirds of this eastern shore, however, has low potential, in areas within 500 feet of high water.

Area 4. Area 4 is a small ridge top and ridge slope west of the Lily Bay Road. The top of the ridge, shown as map unit #89C on the soil survey map, has moderate to high potential for septic systems and development. Because of its elevation and location, this ridge top area has some of the best views of the First Roach Pond area observed during investigations. The remainder of this area, with the exception of land on either side of the Lily Bay Road, is steep, shallow to bedrock or wet with low development and septic system potential, except for small isolated pockets of soil on flatter portions of the ridge slope and the shore.

Area 5. Only a limited portion of Area 5 was surveyed. This included the undeveloped shoreline areas and one small upland site. A 1500 foot section of shorefront comprising about 20 acres, was found suitable for septic systems and an upland "bench" site, high above the pond, near the state-owned land, was judged to have "medium" potential for septic systems and development and suitable for a "cluster" of septic systems.

Conclusion

The soil analysis, based on thorough soil sampling, indicates that much of the shore within ± 500 to 1000 feet of the water is suitable for septic disposal systems associated with conventional cabin or cottage style homes. Approximately 5.75 miles of shoreland, for at least 500 feet back, has high to medium potential for development. Even in areas of low potential, pockets of soils suitable for development and septic systems may be found, provided the lots are in the 2 to 3 acre range and provision is made for setbacks from runoff streams, and adequate vegetated buffers are left in place.

SLOPES

First Roach Pond lies in a gentle depression. The shore edge, especially when the lake level is drawn down, is rocky and only gently sloping. Upland from the shore the slopes continue to be mild; sustained slopes rarely reach 20% grade, most are in the 5% to 10% range.

There are a few exceptions. In the North Inlet/Peninsula area stretches of the shore have a high (± 6 ft.) bank, at the normal high-water mark. The only sustained, steep (+20%) slopes occur away from the shore, on hill/mountain sides. Generally these locations are inappropriate for development; most are a thousand feet or more away from the shore.

This slope information is based on the USGS map, not the Class C Soil Survey. Based strictly on the Soil Survey, there may be areas within 500 feet of the shore that *may* exceed 20%. However, the soil survey map unit slope information is given in a range (i.e., 5 to 30% slope). Ultimately, on-site analysis will determine where slopes of 20% or less are to be found. Such sites are suitable for septic systems.

WETLANDS

Overview

In order to determine possible wetland constraints to development, at a concept plan level, a field reconnaissance study was undertaken and aerial and mapped information was studied by qualified experts. The results of this work are reported here and summarized on Map 8, Wetland Constraints.

Overall, the fieldwork verified that existing LURC "protection" district maps are accurate, though discrepancies appear in some forest wetland areas; the fieldwork also verified and matched the hydric soils mapping. Nevertheless a few additional "red flags" were raised, and were mapped as being unsuitable for development.

Methodology

The wetland analysis was conducted by Duke Engineering's senior wetland scientist. Base maps used included USGS maps, LURC Land Use Guidance Maps, 1995 color aerial photography, and S.W. Cole's soil unit mapping. An ARC/INFO GIS data base was created that incorporates all these elements, and this base map was overlaid with information gathered in three days of on-the-ground observation, using GPS technology to plot specific locations.

The results provide a semi-qualitative characterization of wetland constraints to development. Wetlands were characterized as a slight (S), moderate (M), or extensive (E) constraint to development on the First Roach Pond map. The boundary of wetlands were not delineated as part of this constraints analysis, however, the general location, abundance, ease of recognition, and type of wetlands were noted during GPS reconnaissance traverses around the Pond. A rigid, explicit definition of development relative to density, lot size, or lake frontage was not established as part of this characterization. More detailed wetland delineation maps will be provided when follow-up subdivision applications are filed with LURC.

The wetland constraint characterization for the areas around the Pond does provide useful input for concept-level planning. The characterization identifies areas around the Pond where development could proceed unimpeded by wetlands as well as areas where wetlands would pose surmountable challenges to development and areas where development would be extremely difficult and should therefore be avoided.

Findings

The Wetland Constraints map (Map 8) shows mapped wetlands under LURC's protection subdistricts as well as broad areas (marked S, M, or E) where there are constraints, as noted above. The map refers to five large areas on the pond which are referenced and described below.

The most extensive wetlands mapped by LURC are in the North Inlet area and adjacent areas to the north and east, on the southeast inlet stream, and well south of the southern shore of the pond. These areas contain: wetlands of "special significance," within 250 feet of the pond shore (P-GP-WL1 wetlands); wetlands with 25 feet of a stream channel (P-WL2); and forested wetlands (P-WL3) that are at least 15,000 square feet in size. The field reconnaissance found

some forested wetlands not depicted on the LURC maps; this discrepancy is most likely due to the difficulty of interpreting forest wetlands on aerial photographs.

Area 1. Wetland constraints are relatively slight (S) for the western two-thirds of Area 1 and are either topographically contiguous with streams (P-SL1) or are discrete areas associated with specific soils units (79B). At the east end of Area 1, wetland constraints are moderate (M) to extensive (E) due to either: 1) the more complex relationship of a variety of soil units which results in wetlands more dispersed throughout the landscape, or 2) more extensive wetland systems as is the case in the vicinity of Rowell Brook. Forested and non-forested wetlands also occur on the west side of the channel leading from the Pond into North Inlet; the wetlands within the area designated P-GP are rated P-WL1 (i.e., wetlands of special significance).

Area 2. Wetland constraints are extensive at the west end of Area 2, moderate in the central section and slight at the east end of this parcel. The configuration and abundance of predominately forested wetlands (P-WL3) on this parcel is associated with Lagoon Brook and an unnamed stream at the west end of the parcel. Topography generally steepens to the east on this parcel which results in an improvement in drainage and a reduction in wetlands with increased distance from Lagoon Brook.

Area 3. Wetland constraints are moderate to extensive at the north end of Area 3 in the vicinity of Rowell Brook, North Inlet and the Roach River. Sizable areas of upland are present (e.g., soils unit 89C) but these are interspersed with smaller areas of wetland. Access to this part of Area 3, if needed, would require extensive upgrading since the corduroy road running along the north side of this parcel is barely passable in a four-wheel drive vehicle. South of the Roach River to an area on the north side of an unnamed perennial stream, wetland constraints are slight. South of the stream and to the north side of Inlet Brook, forested and scrub-shrub wetlands are common along the Pond shore and pose extensive to moderate constraints that are correlated to gentle topographic slopes and poor drainage.

Area 4. Wetland constraints in Area 4 are rated as slight. Where present, wetlands are associated with Lagoon Brook and occur as all types (P-WL1, 2, 3).

Area 5. There are no wetland constraints in the two small area identified for development in Area 5. The remainder of this area is almost fully developed; the few undeveloped segments are wet.

PLANTS AND WILDLIFE

Significant Plant Life

There are no known rare plants in the area surrounding First Roach Pond. The LURC Lake Report Form for First Roach, dated June 1991, states that there was a rare plant, swamp birch (Butula Pumila), near the lake in 1884, but there are no known specimens now. Review of Plum Creek records of Maine Natural Area Program data shows there are no significant natural resource areas or specimens in the vicinity of First Roach Pond.

Wildlife

Wildlife, especially in northern Maine, have become a major economic resource. Hunting, trapping, feeding, observing or photographing wildlife as well as guiding or catering to those that

do, generates $444.5 million in retail sales, $197.3 million in wages and salaries, $631.7 million in total economic output, and supports 10,310 full-time and part-time jobs each year (University of Maine study). The Greenville area is central to this industry by virtue of its status as a gateway to the north woods in general, and as a stopover for those visiting Chesuncook, the headwaters of the Kennebec River, the Allagash Wilderness Waterway, Baxter State Park, the Forks, Jackman, and the Penobscot River. Following is a discussion of the major species which contribute to the economy of the region.

Deer

The number of white tailed deer has been increasing in Maine (the statewide population has doubled to 300,000 since 1986). The Greenville area has also seen increasing deer numbers. However, regional Inland Fisheries and Wildlife's wildlife biologists are concerned that there may be too little habitat to support them. The amount of habitat suitable for deer yards has been shrinking, and Inland Fisheries and Wildlife has been working to evaluate the situation. This may foretell changes in the number of deer permits for Wildlife Management District (WMD) 9, of which the First Roach Pond area is a part. Inland Fisheries and Wildlife is hoping to increase the amount of wintering habitat over the next 30 years in northern, western and eastern Maine in order to increase the deer population density by 2-5 times to between 10 and 20 deer per square mile. Currently, there are no known deer wintering areas in the vicinity of the pond. Nationally, Maine is known for its trophy-size bucks (age 4½ and older) because the hunting pressure on deer is relatively light compared to other states. In northern Maine, it is estimated that 30% of the bucks are 4½ or older, although any increase in the number of hunters, hunter effort, or season length has the potential to lower the number of trophy bucks.

According to Inland Fisheries and Wildlife statistics for the 1999 hunting season, WMD 9 accounted for relatively few harvested deer (230 versus a low of 97 for WMDs 2 and 3, and a high of 4,610 for WMD 17). However, a greater percentage of these were bucks (73% versus 61% for the state as a whole). WMD 9 is typical of other central management districts in the percentage of deer registered by resident versus non-resident permit holders: 59% resident, 41% non-resident.

Black Bear

The bear population has fluctuated widely in Maine. Estimates of the number of bear in 1950 were estimated to be between 5,000 and 7,000. In 1985, the estimate was 21,000, falling back to 18,500 in 1990. In 1999, the population was estimated at 23,000. Bear hunting regulations are designed to maintain the population at the 1985 level of 21,000. The 2000 hunting season ran from August 28th to November 25th.

Bear hunting supports a commercial guiding industry that provides hunts over bait and behind hounds. This industry is fueled largely by nonresidents who are attracted to Maine by a longer hunting season and a wider variety of legal hunting methods than in other eastern states. Although most bear hunting permit holders are residents of Maine, most of the bears harvested are taken by nonresidents. In 1999, 2,446 (70%) of the bear killed were taken by nonresidents. 479 (14%) of the bear taken that year were killed in Piscataquis County, and 152 (4%) in WMD 9. Of the bears hunted with bait, 74% were killed by nonresidents, and 78% of those hunted with hounds were killed by nonresidents. Overall, 2,258 (65%) of successful bear hunters employed registered Maine Guides. One hundred of these hunted in WMD 9.

Moose

Moose hunting resumed in Maine in 1980. Currently, permit holders are assigned to one of seven zones within the state within which they can hunt. In 1999, 185 hunters were assigned to the south-central zone, of which First Roach Pond is a part. Hunters in that zone enjoyed the highest success rate of any zone in the state: 96%.

Moose hunters tend to want only bull moose, and it is relatively easy to be selective since a hunter may see more than one moose per hour while hunting. In 1999, 149 or 84% of the moose taken in the south central zone were bulls. Over the entire state, 70% of the moose harvest is bulls. Because of concern about the increasing moose population, moose-vehicle collisions, and the prospect of a herd made up largely of cows and young bulls, Inland Fisheries and Wildlife has begun issuing 17% of all moose permits for antlerless moose only. None of the antlerless permits were issued to the south-central zone, although this may change.

Inland Fisheries and Wildlife has also changed its management goals for moose. The moose population will be managed depending on one of three primary objectives for each WMD. Each district is categorized as either a Recreation Management Area, where moose are hunting and viewing are the protected values; a Road Safety Area, where reducing the number of moose-vehicle collisions is the primary goal; or a Compromise Management Area, where recreational and safety concerns are balanced. The south-central zone is categorized as a Recreation Area. Accordingly, the number of moose is maximized in accordance with the ability of the land to support a healthy population without damaging the forests. This means the number of moose will probably stay about the same or perhaps, increase slightly.

Other changes in the hunting regulations is that there is no longer an upper limit on the number of moose permits issued, and the season is not limited to six days. The 2000 hunting season was changed from the first to the second week in October in order to avoid conflicts with grouse hunters. The new management policies regarding moose will undoubtedly enhance hunting and wildlife viewing opportunities in the First Roach Pond area.

Furbearers

Furbearers include all mammals harvested primarily for their pelts. These include: coyote, red and gray fox, bobcat, fisher, marten, raccoon, mink, otter, and beaver. Figures from the Maine Inland Fisheries and Wildlife show that gross proceeds from trapping has varied widely over the years from 1994 to 2000. The lowest statewide gross (from harvesting all the above-named species except raccoon) in this time period was $282,646 in the 1998-999 season. The highest gross was $723,200 in the 1996-1997 season.

It is difficult to determine species populations based on trapping harvest data, since the number of animals harvested depends to a significant degree on the current pelt prices and the number of trappers. However, Inland Fisheries and Wildlife biologists believe that populations of bobcat and fisher are high due to a corresponding increase in the snowshoe hare population. Marten populations tend to fluctuate primarily with the beechnut crop. Red fox numbers seem to be decreasing, perhaps because of the incidence of rabies.

Coyote snaring is allowed in management districts where coyote predation of deer is believed to be preventing the deer from reaching Inland Fisheries and Wildlife's long-term population goals. This would not appear to be the case in WMD 9.

Loons

Anecdotal accounts from First Roach Pond property owners note that loons are common on the pond and in the North Inlet area. No count of the population is available from the Audubon Society. Local accounts indicate the population level is stable.

Eagles

Although bald eagles are seen soaring and hunting in this region, Inland Fisheries and Wildlife has no record of eagle nesting sites within the First Roach Pond watershed.

Ruffed Grouse

Approximately half of all licensed hunters in Maine hunt for ruffed grouse (partridge) and woodcock, so upland birds constitute a significant draw for hunters. While Inland Fisheries and Wildlife have not studied ruffed grouse populations since the early 1980's, the department has surveyed moose hunters to find out how many grouse they see for every 100 hours of moose hunting. Based on these figures, the department estimates that the number of grouse is increasing in general, although there are wide fluctuations in the number of birds taken by moose hunters from year to year (from 1,707 in 1996 to 7,939 in 1995)[*]. The ruffed grouse population is primarily a function of the availability of habitat. The birds live in young forests, so forestry practices that favor sapling and pole stands of hardwoods, as well as mixed stands, will improve or sustain ruffed grouse habitat.

Woodcock

As mentioned above, woodcock are popular with hunters in Maine. However, woodcock numbers are in decline across their range. The U.S. Fish and Wildlife Service instituted a shortened hunting season (30 days) for woodcock in 1985 and 1997, and required that the season open no sooner than October 6th. Inland Fisheries and Wildlife plans to continue these management strategies. Despite these restrictions, however, the population remains low compared to levels in the 1960s. Maine biologists attribute this to loss of habitat due to urban and industrial development and forest maturation. Industrial forestry will improve the outlook for woodcock by creating areas of young forest.

EXISTING CONSERVATION

Published material and maps, especially the series titled "Maine Land in Federal, State, Municipal and Non-profit Conservation Ownership" (published by the State Planning Office) show that a number of conservation parcels exist in the Frenchtown/First Roach Pond area and that other significant conservation initiatives are underway. The following is a summary:

[*] *Note: The Maine IF&W estimates that this figure represents less than 1% of the total grouse harvest.*

Parcel	Owner	Explanation
First Roach Pond South Shore	Department of Conservation Bureau of Parks and Lands	124 acres; campsites, beach, and cabins for lease; includes boat access
First Roach Pond Outlet	Maine Department of Inland Fisheries and Wildlife	approximately 24 acres on both sides of road, at Kokadjo; includes boat ramp
Roach River, from Kokadjo to Moosehead	Maine Department of Inland Fisheries and Wildlife	690 acres; 250 feet on each side protects this valued fishery; another 250 feet beyond, on each side is under a Plum Creek Timberlands conservation easement
East Beaver Cove (3 miles south of First Roach Pond)	Department of Conservation Bureau of Parks and Lands	778 acres of forest land
Second Roach Pond	Department of Conservation Bureau of Parks and Lands	240 acres shorefront, forested acres
Nahmakanta Lake (4 to 6 miles north-east of First Roach Pond)	Department of Conservation Bureau of Parks and Lands	42,912 acres of remote lakes and mountains, purchased under the Land for Maine's Future program
Appalachian Trail Corridor (6 miles southeast of First Roach Pond)	National Park Service	a 30,685 acre corridor across Maine to Mount Katahdin

Other public conservation lands within a ± 10 mile radius include: Days Academy Grant and shoreland along Moosehead Lake; Sugar Island in Moosehead; Lily Bay State Park; and Lobster Lake. Baxter State Park lies 20 miles to the northeast, as the crow flies.

Public/private conservation initiatives are also in progress. To the north of First Roach Pond and Moosehead Lake 656,000 acres within the general West Branch of the Penobscot River are proposed for conservation (i.e., no development but on-going timber harvesting). In addition, working with the state and a private non-profit group, Plum Creek Timberlands is exploring ways to protect about 600,000 acres of forest land, in the townships around First Roach Pond and the west Moosehead shore.

EXISTING ZONING

LURC's existing zoning districts around First Roach Pond are typical of many developed lakes in the jurisdiction. Within 250 feet of the shoreline two subdistricts predominate: the P-GP (Great Pond, Protection) zone and the D-RS (Residential, Development) zone. Beyond, most of the land is in the M-GN (General, Management) zone. Smaller areas are zoned (P-SL2, P-WL1 & 2, and D-GN) within this general zoning pattern.

The Concept Plan planning area around First Roach Pond covers at least the first 500 feet of shoreland and, in places, covers a greater area. The extent of the main shoreland zones within the planning area are summed up as follows:

MAP 9 : EXISTING CONSERVATION

Source: Maine Land in Federal, State, Municipal, and Non-Profit Conservation Ownership (Millinocket Section), by Richard D. Kelly, Jr., Maine State Planning Office

Subdistrict	Shorefront	% of Total[1]	Comment
P-GP	76,500 ft.	73.9%	Includes some overlying P-WL1 zone (14,700 ft.)
D-RS	24,000 ft.	23.3%	Occurs on all but the east shore
D-GN	3,000 ft.	2.9%	Primarily at Kokadjo and the state-owned camping area
Total	103,500 ft.	100%	

No unusual subdistricts protecting special features (such as the Recreation (P-RR), Soil and Geology (P-GG), or Wildlife (P-FW) occur within the planning area.

The major characteristics of all the subdistricts within the First Roach Pond Concept Plan are described in the table that follows:

Subdistrict	Characteristics and Location on First Roach Pond
M-GN General Management	Its purpose is to allow forest management activities to occur with minimal interference from unrelated development, provided no special resource protection is needed. This district surrounds the pond, 250 feet beyond the shore.
P-GP Great Pond Protection	The purpose of this zone is to regulate residential and recreational development on Great Ponds to protect water quality, recreation potential, fishery habitat, or scenic character. Single family detached dwelling units are allowed by permit. Timber harvesting is permitted following specified standards. This district occurs around much of First Roach Pond where there is no residential (cabin) development.
P-WL Wetlands Protection	Both large (+ 10 acres) and small freshwater wetlands occur around the pond. These wetlands must be preserved in their natural state because of the indispensable natural functions they perform. One major wetland (P-WL1) subdistrict encompasses the north shore of the North Inlet pond; small (P-WL2) wetlands are found at the outlets of some of the minor streams entering First Roach Pond. Forested wetlands and scrub wetlands, designated P-WL3 on the map lie about 250 feet beyond the pond shore of the North Inlet and in the furthermost, southeast end of First Roach Pond. They occupy very little of the Concept Plan area (i.e., less than 3%).
D-GN General Development	This subdistrict encompasses areas of existing development considered to be commercial. Just two such areas are within the Concept Plan area: 1,800 feet of shore property immediately around the outlet at Kokadjo; and 1,200 feet at the state campground on the southeast shore.
D-RS Residential Development	The RS zone sets aside land appropriate for residential development; in the case of First Roach Pond this includes many shorefront cabin areas that predate LURC. The subdistrict covers much of the south shore (17,300 linear feet) and includes shoreland around Kokadjo and two stretches of the north shore, containing over 2,000 feet of shorefrontage each.

All of these subdistricts are depicted on Map 10 “LURC Subdistricts.”

[1] *Includes both First Roach Pond and North Inlet.*

III. DESCRIPTION

DURATION OF PLAN

The provisions of this Plan shall apply for 20 years, following approval of the Plan by the Commission except that the conservation easements (described in the Appendix) shall apply in perpetuity and will be committed, according to the schedule described hereafter.

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

LIMITATION

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

In the event that this Plan is terminated following the 20 year period, all transactions initiated as a component of the Plan, including without limitation, the granting of conservation easements or restrictive covenants on subdivided land will continue to apply to the extent that they are covered by legal contract, deed or deed covenants, permit or other legal requirements. Approval of development for which corresponding conservation measures have not been conveyed under the terms of this Plan shall lapse upon expiration of this Plan.

In filing this Concept Plan proposal, Plum Creek Land Company agrees to not sell, lease or otherwise transfer land proposed for inclusion in the Plan, pending a final decision on the Plan by the Maine Land Use Regulation Commission.

PARTIES

The parties to this Plan are:

1. The Maine Land Use Regulation Commission ("Commission" or "LURC"); and
2. Plum Creek Land Company, a subsidiary of Plum Creek Timber Company Inc, a Real Estate Investment Trust (REIT) with its corporate office in Seattle, Washington, and its Maine office in Fairfield.

This First Roach Pond Concept Plan, including without limitation, the conservation easements and limitations imposed therefrom, shall be binding upon Plum Creek Land Company, its assigns and successors, and upon the Maine Land Use Regulation Commission.

AREA TO BE INCLUDED

The area specifically included in this Plan comprises 1463 acres, more or less, most of which lies within at least 500 feet of the normal high water (NHW) mark of First Roach Pond. Portions of this Concept Plan area on the north, south, and west shore extend up to 3000 feet beyond the NHW mark. The entire Concept Plan area, which lies within the larger "planning area," is depicted on Map 11 in Part IV.

The Concept Plan area also includes:

- land within 500 feet of the NHW mark of North Inlet Pond;
- a ± 1 acre leased lot on the "Peninsula;"
- a ± 1 acre leased lot in the center of the north shore; and
- an area of 6.4 acres with 2400 feet of frontage on the southeast shore, currently leased for camping sites to the Page family.

Excluded from the Concept Plan area (but included as part of the "planning area") is all land and real property held by others.

Table 1 shows the size and shorefrontage associated with the Concept Plan area. This includes 1463 acres and 82,411 feet of shorefront. The Concept Plan shorefrontage comprises 79.02% of the total shorefrontage around First Roach Pond.

Table 1. Areas within the Concept Plan

Area[1]	Acres	Shorefrontage
1	423.8	20,050
2	145.0	9,000
3	456.4	37,857
4	170.6	5,304
5	267.5	10,200
Totals	1463.3	82,411

[1] *Note: Please refer to Map 11 in Part IV for the five area locations.*

AMENDMENTS

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

EFFECTIVE DATE OF PLAN

This Concept Plan shall take effect no sooner than 15 days after approval of the Plan by the Maine Land Use Regulation. Within thirty (30) days of the effective date of this Plan, a copy of the approved Plan will be filed by the Commission in the Piscataquis County Registry of Deeds. Upon the lease or conveyance of a lot that is included within this Plan, the landowner shall reference the existence of this Concept Plan and any amendments thereto in the lease or deed conveying the lot.

IV. IMPLEMENTATION

ZONING

The present Commission land use subdistricts within the confines of the Concept Plan Area are hereby replaced by a single Resource Protection Plan, Protection Subdistrict, hereafter referred to as a P-RP subdistrict. The extent of the P-RP area, i.e., the Concept Plan area, is shown on Map 11; the existing "zones" or subdistricts that the P-RP designation replaces are shown on the "LURC Subdistricts" map (*Map 10 in Part II*).

The proposed development and conservation measures that are part of the "Resource Plan" are described below. The new land use standards are more restrictive than the Commission's standards as set forth in Chapter 10.

PROPOSED DEVELOPMENT *(SEE MAP 11)*

General Provisions

Under this Concept Plan for First Roach Pond, Plum Creek Land Company proposes to create 89 lots, located in clusters of shorefront and back lots, in the immediate vicinity of the pond. Sixty-two of the lots will be on shoreland property and vary in size from about 1.4 to 12.0 acres; there are 27 back lots from 1.8 to 4.6 acres in size.

Excluding roads and adjacent buffer areas, the lots will comprise 275 acres or 18.8% of the Plum Creek Land Company ownership and the Concept Plan area. The remaining 81.2% of Plum Creek's ownership will be protected by permanent conservation easements, conservation covenants (negative easements) and deed restrictions. The table that follows (Table 1) describes the physical characteristics of the lots. Concept Plan Map 11 illustrates the information provided in this table.

Most shorefront lots have between 200 and 370 feet of frontage on the pond. The smallest frontage is 200 feet and the largest, located on the west end of the Peninsula, is about 1,100 feet; the so-called "Peninsula" lots have an average of about 645 feet of frontage each. The back lots have an average width of over 200 feet. All lots are sized and located to accommodate subsurface septic disposal systems, based on soil tests.

Access to the proposed development will be provided by:

- shared driveways or individual driveways directly off existing public roads;
- driveways off existing, improved, woods management roads and/or existing private camp roads (all owned by Plum Creek Land Company or Plum Creek Maine Timberlands);
- driveways off new roads, constructed to link up with the existing, private, system of woods management roads (owned by Plum Creek Land Company or Plum Creek Maine Timberlands); some of these new roads will be owned and managed by a homeowners association.

Note: all such access will be secured in the deeds to each lot sold.

All new and improved access/woods management roads will be upgraded to standards specified in each subdivision application submitted to LURC pursuant to this Concept Plan. Any such road will have at least 6 inches of gravel surface, 14 feet wide, placed on top of clean subgrade free of organic materials, that is 18 feet wide and will be ditched as appropriate, with 2 : 1 side slopes; erosion control and storm water measures acceptable to LURC will be made part of any and all subdivision plan submissions. Further, driveways will be required to be built to minimize runoff and limit the phosphorus contribution to the pond. They are to be built by lot purchasers, to LURC standards.

Rezoning and Subdivision Provisions

Upon approval of this Concept Plan by the Commission, the land will be designated as a Resource Plan Protection Subdistrict (P-RP). Rezoning of the Concept Plan area, or a portion of the area, to a development subdistrict, to effect the authorized development will *not* be required by the Commission. No lot, however, except the two lease lots, may be sold, leased, or developed without first obtaining a subdivision permit for the particular area or cluster of lots where such sale, lease, or development is proposed. Note: The Maine Land Use Regulation Commission has previously ruled that the two lease lots are legal lots of record and may be sold separately. (See LURC Advisory Ruling AR99-088 for various townships including Somerset and Piscataquis.) Plum Creek Land Company proposes to extend the area of the north shore central lot in Area 1 to two acres to allow for septic tank and drainfield installation. The other lease lot may be sold as part of a larger lot on the peninsula or it may be sold separately, as a 2 acre lot with 200 feet of frontage, to the current leasee. Further, all dimensional, septic system, soils, and other LURC development standards and requirements shall apply, as are in effect at the time of acceptance of the applicable subdivision permit application. A third leased lot, adjacent to and east of the State campsite, comprising 6.4 acres is used for primitive camp sites; no other uses are to be permitted.

Plum Creek Land Company retains the right to not proceed with the development contemplated under this Concept Plan, following LURC approval, or to transfer its development rights to others. Should the Company not exercise the development opportunities authorized by Concept Plan approval it shall not be obligated to set in place the conservation mechanisms linked to such development as described hereafter (*see Phasing of Conservation and Development on pg. IV-8*).

Table 1 and the Concept Plan (Map 11) describe the proposed development in numerical and in graphic form. All but seven of the lots are small, from 1.4 to 6.2 acres with the average being about 2.5 acres.

The seven medium-sized (± 11 acre) Peninsula lots are purposely sized to offer a diversity of lot sizes. [Plum Creek Maine Timberlands will continue to manage the woodlands immediately to the north of these lots on the peninsula.] These same lots have about 645 feet of lake frontage each and are intended to attract buyers who will value the relatively remote location and the adjoining shoreland areas committed to conservation.

Table 1: Proposed Development									
Area (*see Concept Plan Map*)	**No. of Lots**	**Lot Size (acre)[1]**	**Total lot acreage[1]**	**New Road (lin. ft.)[2]**		**Improved Road (lin. ft.)[3]**		**Approx. Driveway (lin. ft.)**	**Shorefront Total (ft.)[1]**
				in[4]	**out[4]**	**in**	**out**		
Area 1									
North Shore-West									
Shore lots	23	1.4 – 3.0	41.7	3,600	0	1,425	800	8,350	5225
Back lots	8	3.2 – 4.6	29.3	2,400	0	0	0	1,150	0
North Shore-Center									
Back lots	4	1.80	7.3	850	0	0	7,500	1,200	0
North Shore-East									
Shore lots	6	1.6 – 2.6	12.6	1,200	600	0	4,750	1,800	1,700
Area 3									
Peninsula	7	±11.0	78.4	3,300	4,750	0	0	5,650	4527
Area 5									
South Shore-East									
Back lots	6	2.3 – 3.0	15.6	800	0	2,400	0	2,650	0
South Shore-Center									
Shore lots	5	1.8 – 2.5	10	550	0	0	0	1,900	1,100
Area 2									
South Shore-West									
Shore lots	16	1.9 – 3.1	36.1	0	0	0	0	5,060	3,861
Area 4									
West Shore									
Shore lots	5	3.7 – 6.2	23.4	0	0	0	0	3,225	1,590
Back lots	9	1.4 – 2.9	20.8	1,250	800	0	0	1,100	0
TOTAL	**89**	**-**	**275.2**	**13,950**	**6,150**	**3,825**	**13,050**	**32,085**	**18,003**

[1] *All lot sizes and dimensions (except for the Peninsula, South Shore West, and West Shore shore lots) are approximate; final dimensions and precise locations will be dependent on detailed field work and soils information; the lots shown are located given the best available information, however no shore lot will have less than 200 foot frontage or be less than 1 acre in size. Actual dimensions will be determined during the subdivision permitting process.*

[2] *"New Road" refers to newly constructed roads, within and outside the Concept Plan area, serving new lots; they connect to existing forest management roads and may serve as future forest management roads. All road measurements were scaled off a map.*

[3] *"Improved Road" refers to existing forest management roads both within and outside the Concept Plan area that will be improved to serve as access roads to the lots.*

[4] *"In" refers to road construction within the Concept Plan area; "Out" refers to road construction outside of the Concept Plan area but within the Plum Creek Maine Timberlands ownership.*

Land Use Standards Applicable to the Plan

All development will be regulated by the Commission subject to the provisions of this Concept Plan, as specified in Appendix . Particular provisions include the *Land Use Standards* and the *Homeowners Association Covenants and Restrictions*. Subsequent provisions in any and all subdivision permits issued by LURC pursuant to this Concept Plan shall also apply.

The Pulp Road Camp Site

(Note: this is an existing undeveloped, unimproved historic pulp log dump site that is now used by the public as a campsite; one or two self-contained travel trailers or motor homes are occasionally parked at this site; an outhouse is provided.)

- Plum Creek Maine Timberlands will continue to permit traditional, non-intensive, use of this campsite in accordance with the company's recreational policies. A permit for the campsite will be applied for as part of the application for the adjacent North Shore West subdivision.

Electrical Service Lines

- Where clearing for electrical service lines is necessary, such lines and cleared corridors are to be as an unobtrusive as possible when viewed from the Pond; further, electrical service is only likely to be extended to the three most westerly development areas where lines will be set back at least 300 feet from the Pond, along existing or proposed roads. No lines are to be permitted within 100 feet of the water, unless they are subterranean.

Leased Campsite Uses

- Under this Concept Plan the 14 campsites on 6.4 acres of leased land are to be considered non-conforming, grandfathered uses which may continue but may not be expanded.

SUBMITTAL REQUIREMENTS AND STANDARD OF REVIEW FOR DEVELOPMENT PROPOSALS

1. Prior to sale or development of a lot authorized within the Concept Plan, Plum Creek Land Company must obtain a subdivision permit from the Commission for the appropriate area. A subdivision permit will not be needed to sell the existing, north shore center, lease lot, or the campground in the southeast.
2. Upon Plum Creek Land Company obtaining the necessary subdivision approval, development authorized within the Concept Plan may proceed upon issuance of other appropriate permits by the Commission.
3. The necessary forms to apply for such permits are to be obtained from the Commission's offices. Information requirements are the same as those routinely required of applicants for a permit.
4. The subdivisions, submitted pursurant to this Concept Plan, must meet the LURC requirements of 12 MRSA, Sections 685-B,(4). The Commission may place special terms and conditions, without limitation, on a permit issued under this Concept Plan. Terms and conditions shall specify particular means of satisfying minor or easily corrected problems.

IMPACT OF CONCEPT PLAN ON PHOSPHORUS LEVELS IN FIRST ROACH POND

Plum Creek Land Company has had DeLuca Hoffman Associates, Inc., undertake an evaluation of the impact the proposed Resource Plan (Concept Plan) will have on First Roach Pond. Using the Maine Department of Environmental Protection's approved methodology for phosphorus evaluations ("A Technical Guide to Evaluating New Development, September, 1992), the consultants found that the TPA (total phosphorus available) for algal production would not exceed 61.87 lbs/year.

The permitted phosphorus export (PPE) allowed under the state's rules is 139.9 lbs/year. The proposed development has minimal impact, significantly less than the allowable. No additional phosphorus controls are necessitated by the proposal. Nonetheless, prudent erosion control measures will be undertaken as part of this project. [The full text to the DeLuca-Hoffman Associates, Inc., report is in the Appendix.]

PROPOSED CONSERVATION *(see Map 11)*

There are three types of conservation areas, which, in their entirety, will place all of the undeveloped land either in private common area within the clusters of lots or in open space available for public access and protected by conservation covenants or conservation easements. Each of these is described below.

In Perpetuity Common Shoreland Areas (designated "Deed Restrictions" on the Concept Plan Map)

Purpose: These are common areas within the various subdivision clusters that provide privacy buffers between lots or clusters of lots. They may also contain access road right-of-way. They are areas that are to be owned and managed by the local homeowners association. They are not open to the general public.

Six of the proposed shorefront subdivisions contain common areas. Together they contain a total of 9,218 feet of shorefront that is to be permanently conserved by deed restrictions.

Provisions: Upon the Commission's approval of the applicable subdivision, the common area open space within that subdivision will be conveyed to the applicable homeowners association by means of a Quitclaim Deed. The deed will contain deed restrictions which require that the common area is to remain in open space and may not be further developed. The deed will be filed in the Piscataquis County Registry of Deeds.

In addition to the deed restrictions prohibiting development in perpetuity, a stipulation shall be included in the deed to the homeowners association regarding clearing permitted in these areas (see the Appendix).

Table 2. In Perpetuity Common Deed Restriction Areas

Common Area	General Description*	Shorefront (lin. ft.)*	Acres*
North Shore West (Area 1)	Includes shoreland buffer areas between development clusters and buffers of common land around back lots; a new camp road runs through it.	2,375	64.6
North Shore Center (Area 1)	Includes shorefront and backland buffer areas, held in common.	1,500	23.6
North Shore East (Area 1)	Common land buffers the lots on the north, west, and east.	1,300	17.6
South Shore Center (Area 5)	The common land buffers the lots from adjacent, shore, development and the County Road.	900	13.9
South Shore West (Area 2)	Common land provides buffers between new and existing lots.	1,739	18.6
West Shore (Area 4)	Includes shoreland and backland buffer areas.	1,404	22.0
Total		9,218	160.3

**Note: The exact location, size, and frontage on the pond may vary as more detailed wetland information becomes available and is submitted as part of a subdivision application; the general amount of frontage and acreage will, however, remain the same.*

"Conservation Covenant" Areas (as designated on the Concept Plan Map)

Purpose: These are shoreline and wooded areas, adjacent to the backlots, shoreland, and existing camps, where traditional public access is allowed but camping is prohibited, so as to protect the privacy of the lot owners and to balance the proposed development. These lands will be owned by Plum Creek Maine Timberlands and managed for timber production. The conservation covenant (also known as a negative easement) that prohibits development (except as provided for in the conservation easement language in the Appendix) on these lands will be held by the State of Maine and future purchasers of Plum Creek Land Company lots on First Roach Pond approved by the Commission. Sole responsibility for the language in the covenants rests with the Commission.

Conservation covenant (negative easement) areas within the First Roach Pond Concept Plan area comprise 494 acres and contain 13,610 feet of shorefront property.

Provisions: The conservation covenant that guarantees that there shall be no development within these conservation areas, in perpetuity, shall become effective in two phases. Only the Commission has the power to negotiate these conservation covenant terms. Upon Commission approval of any subdivision plan for the south or west shore, all conservation covenant areas on the south and west shore shall be "triggered." Likewise, upon approval of any subdivision plan on the north shore, all conservation covenant areas on the north shall be "triggered."

In addition, the timber harvesting limitations will be made part of the conservation covenant as described in the Appendix and up to 15 acres of this land may be sold to adjacent, existing, lot owners provided that: no such single sale exceeds 1 acre; only backland with no shore frontage is sold; and any such sale is for the sole purpose of accommodating a legally approved septic system.

Table 3. Conservation Covenant Areas (also referred to as "negative easement" areas)

Area	General Description	Shorefront (lin. ft.)	Acres
South and West Shore (Area 4* and most of 5)	Harvested hard and softwood areas east and north of the Greenville Road in Area 4 and hardwood areas between the County Road and the south lakeshore, between existing cabins, in Area 5, up to the east end of the State camp road.	5,800	267.9
North Shore (Area 1)	Hardwood forest north of the North Shore West subdivision and forested shorefront land extending from the Pulp Road to the North Shore East subdivision	7,750	226.1
Total		13,610	494

**Note: Under this Concept Plan the current location of the ITS 85 snowmobile trail, which runs through Area 4, is proposed to be changed, minimally. The proposed new route would not cross the County Road but would cross the Greenville Road (Lily Bay Road) west of the County Road intersection, where sight distances are good; it would then reconnect to the existing trail by following the west side of the Greenville Road (but set back ±50 feet) northward to Kokadjo.*

In Perpetuity Shoreland Protection (designated "Conservation Easements" on the Concept Plan Map)

Purpose: These shoreland open space areas are to be permanently conserved, with no development permitted, (except as needed for forest management purposes)to balance the proposed development on other stretches of shore around First Roach Pond. As soon as this Concept is approved, the shoreland will be placed in conservation easement. The in-perpetuity protection will be in the form of conservation easements that will be held by the Bureau of Parks and Lands in the Maine Department of Conservation. (See the Appendix).

Provisions: The various conservation areas on the north, east, and south shoreland of the Pond comprise 525 acres and 38,980 linear feet of shoreline. Within all of these conservation areas there shall be no development. The public shall be permitted access for all traditional northwoods recreational activities pursuant to the terms of the agreement in the Appendix, such as camping, hunting, fishing, hiking, and snowmobiling, etc. Forest management and timber harvesting will be continued by Plum Creek Maine Timberlands, subject to the restrictions described in the Appendix.

Table 4. In Perpetuity Shoreland Protection Areas (Conservation Easement Areas)

In Perpetuity Shoreland Protection Area	General Description	Shore Frontage in Conservation	Acres in Conservation
The North Inlet Shore (Area 3) Open space with high value wetland habitat	Comprises the western, northern, easterly, and Peninsula shore of North Inlet Pond for a distance, inland, 500 feet from the MHWM.	17,080	187
The East Shore (Area 3)	Comprising the 500-foot wide swatch of shoreland (inland from the MHWM) from the east end of the Peninsula subdivision southerly to the inlet stream at the southeast end of First Roach Pond	16,250	190
The South Shore 1. South Shore East (Area 5)	Beginning immediately west of the inlet stream at the southeast end of First Roach Pond and extending northwest to the State camp-ground, this area is 500 feet wide (inland from the MHWM); part of the shore is currently leased land for low-impact camping. In addition this segment includes a narrow, from 300 feet to a few feet wide, wedge of upland lying south and west of the County Road.	2,250	58
2. South Shore West (Area 2)	Located west of an un-named stream, west of the South Shore West subdivision, and extending west to the outlet to Lagoon Brook, this conservation area includes all land between the shore (MHWM) of First Road Pond and the County Road.	3,400	90
TOTALS		38.980	525

PHASING OF CONSERVATION AND DEVELOPMENT

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

The Phasing in of Deed Restrictions

The so-called "common land," surrounding lots in developed shoreland areas, takes effect by subdivision; Commission approval of a particular subdivision will trigger a commitment to dedicate the open space (common land) within the subdivision, in-perpetuity, to the applicable homeowners association.

Thus, upon approval of a subdivision, Plum Creek Land Company will (within six months) file with the Piscataquis County Registry of Deeds, all necessary documents to ensure that no development occurs within the common areas next to all lots in that subdivision. Note, however, that a portion of the common area may be dedicated as right-of-way for camp road and utility access to the lots. The no development prohibition in these common land areas will not apply to these uses.

The Phasing in of Conservation Covenant Areas

The Conservation covenant area (also referred to as negative easements) will become effective in two phases. Upon Commission approval of any subdivision plan for the south or west shore, (i.e, the West Shore, South Shore West, and South Shore East subdivisions) all conservation covenant areas on the south and west shore shall be "triggered." Likewise, upon approval of any subdivision plan on the north shore, all conservation covenant areas on the north shall be "triggered" by the North Shore West or North Shore East subdivisions. These covenants will be held by the State of Maine and future purchasers of Plum Creek Land Company lots on First Roach Pond.

The Phasing in of the Conservation Easement Areas

Upon approval of this Concept Plan by the Commission, Plum Creek Land Company will file legal documents at the Piscataquis County Registry of Deeds that:

1) identify the North Inlet Pond Conservation Easement area (in Area 3 on Map 11), the entire east shore (in Area 3), a portion of the southeast shore (in Area 5), and a portion of the south shore (in the west of Area 2) as an area subject to a conservation easement where no further development will occur, in perpetuity; and
2) transfer the conservation easements on this land to the Bureau of Parks and Lands, in the Maine Department of Conservation, to be held by them in perpetuity.

APPENDIX

1. LAND-USE STANDARDS

Following are the land-use standards that apply within the Concept Plan area, i.e., the Resource Plan Protection Subdistrict (P-RP).

All references to the Commission's Rules and Standards herein shall mean those rules and standards in effect as of January 24, 2002, copies of which are attached hereto as Exhibit A.

FIRST ROACH POND RESOURCE PLAN PROTECTION SUBDISTRICT (P-RP)

1. Purpose

The purpose of the First Roach Pond Resource Plan Protection subdistrict is to provide for the efficient and effective management of the subdistrict and to provide for the protection of those resources in the subdistrict in need of protection.

2. Description of Subdistrict

This subdistrict covers 1463 acres of land which surrounds most of First Roach Pond (including the North Inlet portion of the pond), a pond wholly within Frenchtown Township, lying to the east of Moosehead Lake and north of Greenville, Maine. This subdistrict includes 11.7 miles of shoreline, at least 500 feet back from the Normal High Water Mark of First Roach Pond, and is depicted on the Concept Plan Map 11.

3. Land Use Standards

3.1 Uses Allowed Without a Permit

Subject to the requirements and limitations set forth herein, all applicable deed restrictions, if any, and the Commission's regulations, the following uses are permitted in this subdistrict without a permit from the Commission:

a. For all those areas within the subdistrict except those areas designated Wetland Protection (P-WL) or Shoreland Protection (P-SL) on Map 10 of the Concept Plan:

(1) Forest management activities, including the operation of machinery used primarily for forest management activities, provided that such activities are in compliance with Section 3.7, herein.

(2) Land management roads, in accordance with Section 10.17.A.4. of the Commission's Rules and Standards;

(3) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;

(4) Motorized vehicular traffic on roads and trails, and snowmobiling;

(5) Wildlife and fishery management practices;

(6) Level A mineral exploration activities, including associated access ways in accordance with Section 10.17.A.3. of the Commission's Land Use Regulations and Standards;

(7) Mineral extraction operations, provided that such operations are set back at least 250 feet from the normal high water mark and affect an area less than 2 acres in size;

(8) Portable mineral processing equipment such as rock screening equipment, provided that such equipment is not used for more than 30 days per year and provided it is set back at least 250 feet from the normal high water mark;

(9) Surveying and other resource analysis;

(10) Signs, but only "for sale" signs and signs identifying camps or camp owners, provided that such signs are in accordance with any applicable deed restrictions and/or homeowners association by-laws, rules and regulations and/or declaration of covenants and restrictions;

(11) Level A road projects;

(12) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;

(13) Service drops;

(14) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;

(15) Non-permanent docking or mooring structures,

(16) Water crossings of minor flowing waters;

(17) Filling and grading in accordance with Section 10.17.A.6. of the Commission's Rules and Standards; and

(18) Driveways associated with residential uses in accordance with Section 10.17.A.4. of the Commission's Rules and Standards;

b. For all those areas within the subdistrict designated as Wetland Protection (P-WL) on Map 10 of the Concept Plan:

(1) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;

(2) Motorized vehicular traffic on roads and trails, and snowmobiling;

(3) Wildlife and fishery management practices;

(4) Mineral exploration to discover or verify the existence of mineral deposits, including the removal of specimens or trace quantities, provided such exploration is accomplished by methods of hand sampling, including panning, hand test boring and digging and other non-mechanized methods which create minimal disturbance and take reasonable measures to restore the disturbed area to its original condition;

(5) Level A road projects;

(6) Surveying and other resource analysis;

(7) Forest management activities; provided timber harvesting is conducted in accordance with Section 3.7, herein;

(8) Land management roads in forested wetlands (designated P-WL3) other than water crossings, and land management roads in areas designated as P-

WL1 or P-WL2 subdistricts on Map 10 of the Concept Plan and on the approved subdivision plats, other than water crossings, that alter less than 43,560 square feet of such subdistricts;

(9) Water crossings of minor flowing waters;

(10) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;

(11) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;

(12) Filling, grading, draining, dredging or otherwise altering less than 4,300 square feet of area designated as wetlands on the approved subdivision plats and plans, provided such activity is in accordance with Section 10.17A.6. of the Commission's Rules and Standards;

(13) Signs, but only "for sale" signs and signs identifying camps or camp owners, provided such signs are in accordance with any applicable deed restrictions and/or homeowners association by-laws, rules and regulations and/or declaration of covenants and restrictions;

(14) Non-permanent docking or mooring structures;

(15) Service drops for telephone or electrical service, including associated vegetative clearing, provided:

(a) the line extension does not cross or run beneath a coastal wetland, river, stream, or brook;

(b) the placement of wires or installation of utility poles is located entirely upon the premises of the customer requesting service, upon an established utility line easement, upon a roadway right-of-way, or, in the case of telephone service, on existing utility poles; and

(c) the total length of the extension is less than 2,000 feet; and

(16) Driveways associated with residential uses in accordance with Section 10.17.A.8. of the Commission's Rules and Standards.

c. For all those areas within the subdistrict designated as Shoreland Protection subdistricts (P-SL) on Map 10 of the Concept Plan:

(1) Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, horseback riding, tent and shelter camping, canoe portaging, cross country skiing, and snowshoeing;

(2) Motorized vehicular traffic on roads and trails, and snowmobiling;

(3) Wildlife and fishery management practices;

(4) Service drops;

(5) Level A mineral exploration activities, including associated access ways;

(6) Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement, and search and rescue operations;

(7) Surveying and other resource analysis;

(8) Signs, but only "for sale" signs and signs identifying camps or camp owners, provided such signs are in accordance with any applicable deed restrictions and/or homeowners association by-laws, rules and regulations and/or declaration of covenants and restrictions;

(9) Forest management activities; provided timber harvesting is conducted in accordance with Section 3.7, herein, and in compliance with applicable deed restrictions, if any, homeowners' association declaration of covenants, if any, and conservation easements, if any;
(10) Land management roads, and water crossings of minor flowing waters;
(11) Level A road projects;
(12) Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies;
(13) Driveways associated with residential uses in accordance with Section 10.17.A.8. of the Commission's Rules and Standards; and
(14) Filling and grading in accordance with Section 10.17.A.6. of the Commission's Rules and Standards.

3.2 Uses Requiring a Permit

Subject to the requirements and limitations set forth herein, all applicable deed restrictions, if any, and the Commission's regulations, the following uses may be allowed within this subdistrict upon issuance of a permit from the Commission pursuant to 12 M.R.S.A. Section 685-B:

a. For all those areas within the subdistrict except those areas designated Wetland Protection (P-WL) or Shoreland Protection (P-SL) on Map 10 of the Concept Plan:
(1) Water crossings of minor flowing waters which are not in conformance with the standards for such activities in Section 10.17.A.4. of the Commission's Rules and Standards, and water crossings of standing waters and of major flowing waters;
(2) Residential single-family detached dwellings and residential subdivisions;
(3) Utility facilities (other than service drops) serving residential uses authorized under these standards or under the Concept Plan;
(4) Campsites with outhouses, excluding tent trailers, pickup campers, and recreational vehicles;
(5) Shoreland alterations, excluding marinas, permanent docking facilities, water-access ways, trailered ramps, hand-carry launches, and water crossings of minor flowing waters;
(6) Land management roads which are not in conformance with Section 10.17.A.4. of the Commission's Rules and Standards;
(7) Level B and C road projects, except for water crossings as provided for in Section 3.1.a., above;
(8) Filling and grading except as provided for in Section 3.1.a., above, and draining, dredging, and alteration of the water table or water level for other than mineral extraction;
(9) Level A mineral exploration activities, including associated ways, which are not in conformance with the standards for such activities in Section 10.17.A.3. of the Commission's Rules and Standards;
(10) Level B mineral exploration activities;
(11) Private, non-commercial, hand-carry boat launches;
(12) Home occupations, except those that display goods, products or merchandise or that generate traffic;
(13) Driveways associated with residential uses and structures, which are not in conformance with Section 3.9, below;

(14) Other structures, uses or services that are essential to the uses listed in Sections 3.1.a and 3.2.a, above, provided such activity is in accordance with these standards; and

(15) Other structures, uses, or services which the Commission determines are consistent with the purposes of this subdistrict and the Comprehensive Land Use Plan and are not detrimental to the resources or uses they protect.

b. For all those areas within the subdistrict designated as Wetland Protection (P-WL) on Map 10 of the Concept Plan:

(1) Land management roads which are not in conformance with Section 10.17.A.4 of the Commission's Rules and Standards or which will alter 43,560 sq. ft. or more of an area designated as P-WL1 or P-WL2 on Map 10 of the Concept Plan;

(2) Level B road projects, other than crossings of minor flowing waters as provided in Section 3.1.b., above;

(3) Water crossings of minor flowing waters which are not in conformance with the standards for such uses in Section 10.17.A.4. of the Commission's Rules and Standards and water crossings of tidal waters, standing waters, and of major flowing waters;

(4) Shoreland alterations, excluding, marinas, permanent docking facilities, water access ways, trailered ramps, hand-carry launches, and water crossings of minor flowing waters;

(5) Filling, grading, and dredging, other than for riprap associated with water crossings and except as provided for in Section 3.1.b., above;

(6) Other structures, uses or services that are essential to the uses listed in Sections 3.1.b. and 3.2.b., above, provided such activity is in accordance with these standards;

(7) Private, non-commercial, hand-carry boat launches;

(8) Driveways associated with residential uses and structures, which are not in conformance with Section 3.9, below; and

(9) Other structures, uses or services which the Commission determines are consistent with the purposes of this subdistrict and the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

c. For all those areas within the subdistrict designated as Shoreland Protection (P-SL) on Map 10 of the Concept Plan:

(1) Forest management activities which are not in conformance with the standards for such activities in Section 3.7, below;

(2) Land management roads, and water crossings of minor flowing waters which are not in conformance with the standards for such activities in Section 10.17.A.4. of the Commission's Rules and Standards, water crossings of standing waters and of major flowing waters;

(3) Campsites without outhouses, excluding tent trailers, pickup campers, and recreational vehicles;

(4) Level A mineral exploration activities, including associated access ways, which are not in conformance with the standards for such activities in Section 10.17.A.3. of the Commission's Rules and Standards;

(5) Level B mineral exploration activities;

(6) Level B and C road projects, other than crossings of minor flowing waters which are allowed without a permit;
(7) Private, non-commercial, hand-carry boat launches;
(8) Driveways associated with residential uses and structures, which are not in conformance with Section 3.9, below;
(9) Other structures, uses or services that are essential to the uses listed in 3.1.c. and 3.2.c., above, provided such activity is in accordance with these standards; and
(10) Other structures, uses or services which the Commission determines are consistent with the purposes of this subdistrict and the Comprehensive Land Use Plan and are not detrimental to the resources or uses which they protect.

3.3 Prohibited Uses

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

3.4 Clearing

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, Section 10.17.A.2. of the Commission's Rules and Standards shall apply to all clearing within this subdistrict.

3.5 Mineral Exploration and Extraction

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, Section 10.17.A.3. of the Commission's Rules and Standards shall apply to all mineral exploration and extraction within this subdistrict.

3.6 Roads and Water Crossings

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, Section 10.17.A.4. of the Commission’s Rules and Standards shall apply to all roads and water crossings in this subdistrict.

3.7 Timber Harvesting

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, and conservation easements, if any, the following standards shall apply to all timber harvesting within this subdistrict:

a. Timber harvesting operations within 100 feet of the normal high water mark of First Roach Pond and North Inlet Pond shall be conducted in the following manner:
(1) No clearcutting shall be allowed and harvesting operations shall be conducted in such a manner that a well-distributed stand of trees is retained so as to maintain the aesthetic and recreational value and water quality of the area and to reasonably avoid sedimentation of surface waters.
(2) Harvesting shall not remove, in any ten year period, more than 40 percent of the volume on each acre involved of trees 6 inches in diameter and larger measured at 4½ feet above ground level. Removal of trees less than

6 inches in diameter, measured as above is permitted if otherwise in conformance with these regulations. For the purpose of these standards, volume may be determined as being equivalent to basal area.

(3) No accumulation of slash shall be left within 50 ft. of the normal high water mark of First Roach Pond or North Inlet Pond. At distances greater than 50 ft. from the normal high water mark of such waters, all slash larger than 3 inches in diameter shall be disposed of in such a manner that no part thereof extends more than 4 ft. above the ground.

(4) Skid trails and other sites, where the operation of machinery used in timber harvesting results in the exposure of mineral soil, shall be located such that an unscarified filter strip of at least the width indicated below is retained between the exposed mineral soil and the normal high water mark of the ponds:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105

(5) The provisions of subsection 3.7.a.(4) apply only on a face sloping toward the water, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 25 feet; the provisions of subsection 3.7.a.(4) do not apply where skid roads cross such waters;

(6) Timber harvesting operations shall be conducted in such a manner that slash is not left below the normal high water mark of standing waters, or below the normal high water mark of stream channels downstream from the point where such channels drain 300 acres or more;

(7) Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels bordered by streams designated as P-SL2 Protection subdistricts on Map 10 of the Concept Plan except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with Section 10.17.A.4.(b) and (e) of the Commission's Rules and Standards, such crossings shall only use channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged;

(8) Skid trail and skid road approaches to stream channels shall be located and designed so as to divert water runoff from the trail or road in order to prevent such runoff from directly entering the stream;

(9) Harvesting operations in areas designated as P-SL2 Protection subdistricts on Map 10 of the Concept Plan along stream channels downstream from the point where they drain 300 acres or more and along standing bodies of water shall be conducted in such a manner that sufficient vegetation is retained to maintain shading of the surface waters;

(10) Written notice of all timber harvesting operations shall be given to the Commission prior to the commencement of such activity. Such notice

shall conform to the requirements of Section 10.20 of the Commission's Rules and Standards;

(11) In addition to the foregoing minimum requirements, provision shall otherwise be made in conducting timber harvesting operations in order to reasonably avoid sedimentation of surface waters; and

(12) No land management road shall be located within 100 feet of the normal high water mark, provided a reasonable alternate location, beyond this distance from the shore, can be found and used. All land management roads must be in compliance with Section 10.17.A.4. of the Commission's Rules and Standards.

b. Timber harvesting operations between 100 feet and 250 feet of the normal high water mark of First Roach Pond and North Inlet Pond shall be conducted in the following manner.

(1) Harvesting activities may not create single openings greater than 14,000 square feet in the forest canopy. In such areas single canopy openings of over 10,000 square feet shall be no closer than 100 feet apart.

(2) Harvesting shall not remove, in any ten year period, more than 40 percent of the volume on each acre involved of trees 6 inches in diameter and larger measured at 4½ feet above ground level. Removal of trees less than 6 inches in diameter, measured as above is permitted if otherwise in conformance with these regulations. For the purpose of these standards, volume may be determined as being equivalent to basal area.

(3) All slash larger than 3 inches in diameter shall be disposed of in such a manner that no part thereof extends more than 4 ft. above the ground.

(4) Except as provided in subsection (9) of this section, skid trails, land management roads, and other sites, where the operation of machinery and trucks used in timber harvesting results in the exposure of mineral soil, shall be located such that an unscarified filter strip of at least the width indicated below is retained between the exposed mineral soil and the normal high water mark of surface water areas:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105

(5) The provisions of subsection 3.7.b.(4) apply only on a face sloping toward the water, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 25 feet; the provisions of this subsection 3.7.b.(4) do not apply where skid roads cross such waters;

(6) Timber harvesting operations shall be conducted in such a manner that slash is not left below the normal high water mark of standing waters, or below the normal high water mark of stream channels downstream from the point where such channels drain 300 acres or more;

(7) Except when surface waters are frozen, skid trails and skid roads shall not utilize stream channels bordered by P-SL2 Protection subdistricts except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with Section 10.17.A.4.(b) and (e) of the Commission's Rules and Standards, such crossings shall only use channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged. The requirements of this subsection (7) may be modified according to the provisions of subsection (9) of this section;

(8) Except as provided in subsection (9) of this section, skid trail and skid road approaches to stream channels shall be located and designed so as to divert water runoff from the trail or road in order to prevent such runoff from directly entering the stream;

(9) Timber harvesting operations, in areas designated as P-SL2 Protection subdistricts along stream channels upstream from the point where they drain 300 acres or less and in areas designated as P-WL Protection subdistricts on Concept Plan Map 10 adjacent to such streams, may be conducted in a manner not in conformity with the requirements of the foregoing subsections 3.7.b.(4), (5), (7) and (8) provided that such operations are conducted so as to avoid the occurrence of sedimentation of water in excess of 25 Jackson Turbidity Units as measurable at the point where such stream channel drains 1 square mile or more. Jackson Turbidity Units are a standard measurement of the relative amount of light that will pass through a sample of water compared with the amount of light that will pass through a reference suspension; the Jackson Turbidity Unit measurement for water without turbidity is 0;

(10) Harvesting operations in areas designated as P-SL2 Protection subdistricts along stream channels downstream from the point where they drain 300 acres or more and along standing bodies of water shall be conducted in such a manner that sufficient vegetation is retained to maintain shading of the surface waters;

(11) Written notice of all timber harvesting operations shall be given to the Commission prior to the commencement of such activity. Such notice shall conform to the requirements of Section 10.20 of the Commission's Rules and Standards and shall state whether or not such operations will be conducted according to the provisions of subsection (9) of this section; and

(12) In addition to the foregoing minimum requirements, except as provided for in subsection (9), provision shall otherwise be made in conducting timber harvesting operations in order to reasonably avoid sedimentation of surface waters.

c. Except as otherwise provided by the Concept Plan or applicable laws, timber harvesting operations beyond 250 feet of the normal high water mark of First Roach Pond and North Inlet Pond in areas designated M-GN on Map 10 of the Concept Plan shall not be subject to harvesting restrictions.

3.8 Filling and Grading

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, Section 10.17.A.6. of the

Commission's Rules and Standards shall apply to all filling and grading within this subdistrict.

3.9 Driveways Associated with Residential Structures and Uses

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, Section 10.17.A.8. of the Commission's Rules and Standards shall apply to all driveways associated with residential structures and uses within this subdistrict. Section 10.17.A.4.(c) of the Commission's Rules and Standards shall also apply to driveways constructed through wetlands within this subdistrict

4. Dimensional Requirements

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, the dimensional requirements contained in Section 10.17.B.1. of the Commission's Rules and Standards shall apply to this Subdistrict.

5. Nonconforming Uses and Structures

Except as otherwise provided herein, or as restricted by applicable deed restrictions, if any, conservation easement and/or conservation covenant provisions, if any, and homeowners association declaration of covenants, if any, existing nonconforming uses and structures within this Subdistrict shall be governed by the standards contained in Section 10.11. of the Commission's Rules and Standards.

Notwithstanding anything to the contrary contained herein, the existing, leased campsites/ campground located southeast of the state-owned campsites and east of the County Road on the South Shore East section of First Roach Pond (as depicted on Concept Plan Map 11), and the two leased lots located between the North Shore Center and North Shore East sections, and on the Peninsula section of First Roach Pond (as depicted on Concept Plan Map 11) are existing, grandfathered uses under 12 M.R.S.A. § 685-A(5).

6. Duration

The duration of this subdistrict shall be twenty (20) years from the effective date hereof.

7. Extension

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

8. Effective Date

The effective date of this Subdistrict shall be the date of approval of the Concept Plan by the Land Use Regulation Commission. All references to the Commission's Rules and Standards herein shall mean those rules and standards in effect as of the date of approval of the Concept Plan, copies of which are attached hereto as Exhibit A.

Exhibit A

Existing Maine Land Use Regulation Commission Rules and Standards, as of January 9, 2002

§ 10.11. Non-conforming Uses and Structures.

A. Purpose and Scope

This section governs structures, uses and lots that were created before the Commission's rules or laws were established, but which do not meet the current rules or laws. This section also governs structures, uses and lots that met the Commission's rules or laws when built or created, but no longer are in conformance due to subsequent revisions to those rules or laws.

In accordance with 12 M.R.S.A. § 685-A(5), legally existing nonconforming structures, uses and lots will be allowed to continue. Renovations of these structures, and the construction of certain accessory buildings, are allowed without a permit. However, 12 M.R.S.A. § 685-B(7) authorizes the Commission to regulate or prohibit extensions, enlargement, or movement of nonconforming uses and structures. This section clarifies which activities are allowed with a permit, without a permit, or are prohibited in the modification of a legally existing nonconforming structure, use or lot.

B. General

1. **Criteria for Approval.** Permits are required for all expansions, reconstructions, relocations, changes of use, or other development of nonconforming structures, uses and lots, except where specifically provided in this section 10.11. In order to obtain a permit, the applicant must meet the approval criteria in 12 M.R.S.A. § 685-B(4) and demonstrate that:
    a. the project will not adversely affect surrounding uses and resources: and
    b. there is no increase in the extent of nonconformance, except in instances where a road setback is waived by the Commission in order to increase the extent of conformance with a waterbody setback.

2. **Extent of Nonconformance with Respect to Setbacks.** Section 10.17 of these rules establishes minimum setbacks from waterbodies, roads and property boundaries. Where legally existing, nonconforming structures do not meet these setbacks, an existing setback line will be established. The existing setback line will run parallel to the waterbody, road or property boundary at a distance equal to the closest point of the existing principal structure (including attached decks or porches) to the feature from which the setback is established. This is shown graphically below in Figure 1.

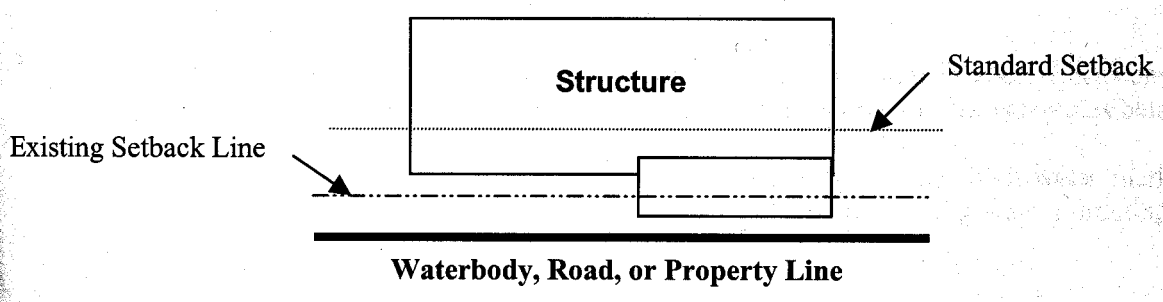


Figure 1. Determination of setback

Subject to the other requirements in this section, a nonconforming structure may be expanded up to the existing setback line without being considered to be more nonconforming than the original structure. Expansions between the existing setback line and the waterbody, road or property boundary will be considered to increase nonconformity, and will not be allowed.

3. **Transfer of Ownership.** Legally existing, nonconforming structures, uses, and lots may be transferred, and the new owner may continue the nonconforming use or continue to use the nonconforming lot or structure as before, subject to the provisions of the Commission's rules.

4. **Normal Maintenance and Repair.** A permit is not required for the normal maintenance and repair of legally existing nonconforming structures, structures associated with nonconforming uses, or structures on nonconforming lots.

5. **Renovation.** A permit is not required for the renovation of legally existing nonconforming structures, structures associated with nonconforming uses, or structures on nonconforming lots.

6. **Waiver of Road Setbacks.** To allow a structure to become either conforming or less nonconforming to the waterbody setback, the Commission may reduce the road setback to no less than 20 feet in cases of reconstruction or relocation of legally existing structures or construction of new accessory structures on developed, legally existing nonconforming lots.

7. **Conformance with Maine Subsurface Waste Water Disposal Rules.** All changes to legally existing nonconforming structures, structures for nonconforming uses or structures on nonconforming lots must comply with the Maine State Subsurface Waste Water Disposal Rules (144A CMR 241), including changes that do not require a permit under this rule.

8. **Conflicting Requirements.** In cases where two or more provisions of this section apply to a particular structure, use or lot, the more restrictive provision shall control.

C. Nonconforming Structures

1. **Expansion.** A permit is required for the expansion of a nonconforming structure. In addition to meeting permit requirements, expansions must also comply with the following limitations. These limitations do not apply to water dependent uses as defined in section 10.02.

   a. **Certain Expansions Prohibited**. If any portion of a structure is located within 25 feet, horizontal distance, of the normal high water mark of a waterbody, expansion of that portion of the structure is prohibited. That portion beyond 25 feet may be expanded provided the size limitations in section C,1,b are met.

   b. **Size of Structures Near Waterbodies Limited**. The maximum size of expansions of nonconforming structures is limited within areas described by either of the categories below:

      (1) The area within 100 feet, horizontal distance, of the normal high water mark of standing bodies of water 10 acres or greater in size or flowing waters draining 50 square miles or more.

      (2) The area within 75 feet, horizontal distance, of the normal high water mark of tidal waters or standing bodies of water less than 10 acres in size

(but excluding standing bodies of water less than three acres in size not fed or drained by a flowing water).

Legally existing, principal and accessory structures located within these areas may be expanded subject to the other requirements of this section, provided that lot coverage limitations and other applicable land use standards are met. The maximum height of all structures within these areas shall be 25 feet, or existing structure height, whichever is greater. The maximum combined floor area for all structures within these areas may not exceed the limits in Table 1.

Table 1. Limitations on size of Structures Near Waterbodies

Closest Distance of Expansion from Waterbody	**Maximum Combined Floor Area for all Structures not Meeting Waterbody Setbacks**
Greater than 25 and less than 50 feet	1,000 square feet
Between 50, and 75 feet	1,500 square feet
Greater than 75 and less than 100 feet (if applicable setback is more than 75 feet)	2,000 square feet

c. **Enclosure of Decks and Porches**. The complete or partial enclosure of legally existing decks and porches is considered an expansion, and is allowed if the provisions of C,1,a and C,1,b are met.

2. **Reconstruction or Replacement.** A legally existing, nonconforming structure may be reconstructed or replaced with a permit, provided that the permit application is completed and filed within two years of the date of damage, destruction or removal, and provided that the structure was in regular active use within a two year period immediately preceding the damage, destruction, or removal.

   a. **Meeting Setbacks to the Greatest Extent Possible**. Reconstruction or replacement must comply with current minimum setback requirements to the greatest possible extent. In determining whether the proposed reconstruction or replacement meets the setback to the greatest possible extent, the Commission may consider the following factors:

      size of lot,
      slope of the land,
      potential for soil erosion and phosphorus export to a waterbody,
      location of other legally existing structures on the property,
      location of the septic system and other on-site soils suitable for septic systems,
      type and amount of vegetation to be removed to accomplish the relocation, and,
      physical condition and type of existing foundation, if any.

   b. **Reconstruction of Attached Decks**. Decks attached to a legally existing, nonconforming structure may be reconstructed in place with a permit, except that replacement of any portion of a deck that extends into or over the normal high water mark is prohibited.

c. **Permanent Foundations**. The addition of a permanent foundation beneath a legally existing, nonconforming structure constitutes a reconstruction subject to the provisions in section 10.11,C,2,a.

d. **Boathouses.** Except in a (D-MT) Maritime Development Subdistrict, boathouses shall not be reconstructed or replaced. Normal maintenance and repair, and renovation of a legally existing boathouse is allowed without a permit.

e. **Sporting Camps**. A legally existing, nonconforming structure within a commercial sporting camp may be reconstructed in place, provided that the reconstruction occurs within 2 years of damage, destruction or removal and the Commission issues a permit (see 12 M.R.S.A. Section § 685-B(7-A). The Commission may, consistent with public health, safety and welfare, waive standards that made the original structure nonconforming. The reconstructed structure must replicate the original structure and use to the maximum extent possible and it must be in the same location and within the same footprint as the original structure. Minor modifications to dimensions may be allowed provided the total square footage of the structure is not increased.

3. **Relocation.** In order to make it conforming or less nonconforming, a legally existing, nonconforming structure may be relocated within the boundaries of the lot upon the issuance of a permit. Cleared openings created as part of a relocation shall be stabilized and revegetated. Relocated structures that are altered such that they meet the definition of reconstruction shall meet the requirements of 10.11,C,2.

4. **Change of Use of a Nonconforming Structure.** The use of a nonconforming structure shall not be changed without permit approval.

5. **New, Detached Accessory Structures.** New, detached accessory structures associated with pre-1971 residences and operating farms are allowed without a permit if they meet all setbacks, do not cause lot coverage requirements to be exceeded and otherwise conform with the Commission's rules. Permits are required for all other new detached accessory structures.

The construction of new, detached accessory structures that do not meet waterbody setbacks is allowed with a permit only if the structure cannot be physically sited on the lot to meet the waterbody setback requirement. In this case, the new accessory structure shall not be located closer to the normal high water mark than the principal structure, shall not be located within 25 feet of the normal high water mark, and shall be of a size and height that, when combined with legally existing principal buildings will not exceed the size and height requirements of section 10.11,C,1,b.

D. Nonconforming Uses

1. **Expansion of Use.** Extension, enlargement or expansion of nonconforming uses requires a permit.

2. **Change in Use**. A nonconforming use may not be changed to another use without a permit.

3. **Resumption of Use.** A nonconforming use shall not be resumed if it has been discontinued or abandoned for a period exceeding two years, or if it has been superseded by a conforming use.

4. **Special Exceptions.** Any use granted a special exception permit shall be deemed a conforming use (see 12. M.R.S.A. section 685-A(10)).

E. Nonconforming Lots

1. **Expansion of Structures.** Structures on nonconforming lots may not be expanded without a permit.

2. **Creation of Nonconforming Lots.** A lot which has an established use or structure to which dimensional standards apply may not be divided or altered in a manner that makes the lot, or any structure or use, nonconforming or more nonconforming.

3. **Pre-1971, Unimproved, Nonconforming Lots.** An unimproved, nonconforming lot, legally existing as of September 23, 1971, may not be developed unless the Commission grants a variance to those standards that make the lot nonconforming. However, if a lot is at least 20,000 square feet in size, has at least 100 feet of shore frontage, and is not a contiguous lot as described in section E,5 below, the Commission may allow for development by waiving, to the minimum extent necessary, the requirements that make the lot nonconforming. In this case a variance is not required. This waiver may only be granted if the proposed development would meet the shoreline setback requirements in section 10.17.

4. **Development of Other Nonconforming Lots.** When a lot was lawfully created after September 23, 1971, in conformity with LURC dimensional requirements applicable at the time, the Commission may waive, to the minimum extent necessary the current dimensional requirements. Waived setbacks shall not be reduced below those in effect at the time of creation of the lot.

5. **Contiguous Lots.** Two or more contiguous lots in the same ownership that individually do not meet dimensional requirements shall be combined to the extent necessary to meet the dimensional requirements, except where:

   a. such lots are part of a subdivision approved by the Commission, or

   b. each lot has a legally existing dwelling unit that conformed to the Commission's rules at the time each lot was developed.

   Under these two circumstances the lots may be conveyed separately or together.

6. **Expansion of Septic Systems.** The conversion from primitive to combined septic systems on legally created and developed lots is allowed without a permit provided authorization is obtained from the local plumbing inspector or from the Department of Human Services, Division of Health Engineering and provided there are no limitations on combined septic systems established by prior permit conditions.

§ 10.17.A.2. Clearing.

The following shall apply to vegetation clearing for any purpose other than road construction, road reconstruction and maintenance, wildlife or fishery management, forest management, agricultural management, public trailered ramps or hand-carry launches:

a. A vegetative buffer strip shall be retained within:

(1) 50 feet of the right-of-way or similar boundary of any public roadway,

(2) 75 feet of the normal high water mark of any standing body of water less than 10 acres in size, or any tidal water or flowing waters draining less than 50 square miles, and

(3) 100 feet of the normal high water mark of a standing body of water 10 acres or greater in size or flowing water draining 50 square miles or more.

b. Within this buffer strip, vegetation shall be maintained as follows:

(1) 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.

(2) Selective cutting of trees within the buffer strip is permitted provided that a well- distributed stand of trees and other woody vegetation is maintained. No more than 30% of the total volume of trees four (4) inches or more in diameter, measured at 4 1/2 feet above ground level, may be removed in any ten (10) year period.

(3) In order to protect water quality and wildlife habitat, existing vegetation under three (3) feet in height and other ground cover shall not be removed and the soil shall not be disturbed, except to provide for a footpath or other permitted use.

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

(5) 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 sq. ft., these openings shall be established with native tree species.

c. At distances greater than one hundred (100) feet, horizontal distance, from the normal high water mark of a standing body of water greater than 10 acres, no more than 40% of the total volume of trees four inches or more in diameter, measured at 4 1/2 feet above ground level, may be removed in any ten (10) year period, except to allow for the development of permitted uses. In no instance shall cleared openings exceed, in the aggregate, 10,000 square feet, including land previously cleared. These provisions apply to within 250 feet of all standing bodies of water greater than ten (10) acres, and to the full depth of the P-AL zone.

d. Cleared openings legally in existence as of June 7, 1990 may be maintained, but shall not be enlarged except as permitted by these regulations.

In all subdistricts where natural vegetation is removed within the required vegetative buffer strip of a flowing or standing body of 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.

§ 10.17.A.3. Mineral Exploration and Extraction.

The following requirements for mineral exploration and extraction activities shall apply in all subdistricts except as otherwise hereinafter provided:

a. Mineral Exploration: The following requirements shall apply to mineral exploration activities:

(1) All excavations, including test pits and holes, shall be promptly capped, refilled or secured by other equally effective measures so as to reasonably restore disturbed areas and to protect the public health and safety;

(2) Mineral exploration activities or associated access ways where the operation of machinery used in such activities results in the exposure of mineral soil, shall be located such that an unscarified filter strip of at least the width indicated below is retained between the exposed mineral soil and the normal high water mark of surface water areas:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

The provisions of this subsection (2) apply only on a face sloping toward the water, provided, however, no portion of such exposed mineral soil on a back face shall be closer than 25 feet; the provisions of this subsection do not apply where access ways cross such waters;

(3) Except when surface waters are frozen, access ways for mineral exploration activities shall not utilize stream channels bordered by P-SL2 Protection Subdistricts except to cross the same by the shortest possible route; unless culverts or bridges are installed in accordance with Section 10.17, A, 4, b and e, such crossings shall only use channel beds which are composed of gravel, rock or similar hard surface which would not be eroded or otherwise damaged;

(4) Access way approaches to stream channels shall be located and designed so as to divert water runoff from the way in order to prevent such runoff from directly entering the stream;

(5) In addition to the foregoing minimum requirements, when conducting mineral exploration activities and creating and maintaining associated access ways, provision shall be made to effectively stabilize all area of disturbed soil so as to reasonably avoid soil erosion and sedimentation of surface waters. These measures shall include seeding and mulching if necessary to insure effective stabilization.

b. Mineral Extraction: The following requirements shall apply to mineral extraction activities in all subdistricts:

(1) No portion of any ground area disturbed by the extraction activity on a face sloping toward the water, shall be closer to the normal high water mark of a flowing, standing, tidal body of water, or wetland identified as a P-WL1 Subdistrict than is indicated by the following table provided, however, no portion of such ground area on a back face shall be closer than 50 feet:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Feet Along Surface of the Ground)
0	55
10	90
20	130
30	170
40	210
50	250
60	290
70	330

(2) No portion of any ground area disturbed by the extraction activity shall be closer than 250 feet from any public roadway, or 250 feet from any property line in the absence of the prior written agreement of the owner of such adjoining property;

(3) Within 250 feet of any water body the extraction area shall be protected from soil erosion by ditches, sedimentation basins, dikes, dams, or such other control devices which are effective in preventing sediments from being eroded or deposited into such water body. Any such control device shall be deemed part of the extraction area for the purposes of Subsection (1), above;

(4) A natural vegetative screen of not less than 50 feet in width shall be retained from any facility intended primarily for public use, excluding privately owned roads; and

(5) If any mineral extraction operation located within 250 feet of any property line or public roadway or facility intended primarily for public use, excluding privately owned roads, is to be terminated or suspended for a period of one year or more, the site shall be rehabilitated by grading the soil to a slope of 2 horizontal to 1 vertical, or flatter.

§ 10.17.A.4. Roads and Water Crossings.

The following road and water crossing requirements shall apply to such activities in P-WL1, P-WL2, P-SL, P-FP, P-GP Protection and all Development Subdistricts:

a. The following requirements shall apply to construction and maintenance of roads:

(1) All cut or fill banks and areas of exposed mineral soil outside the roadbed within 75 feet of a flowing, standing or tidal body of water or a wetland shall be revegetated or otherwise stabilized so as to prevent erosion and sedimentation of water bodies or wetlands;

(2) Road banks shall have a slope no steeper than 2 horizontal to 1 vertical;

(3) Drainage ditches shall be provided so as to effectively control water entering and leaving the road area. Such drainage ditches will be properly stabilized so that the potential for unreasonable erosion does not exist;

(4) In order to prevent road surface drainage from directly entering water bodies or wetlands, roads and their associated drainage ditches shall be located, constructed, and maintained so as to provide an unscarified filter strip, of at least the width indicated below, between the exposed mineral soil of the road and the normal high water mark of a surface water body or upland edge of a wetland:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

This requirement shall not apply to road approaches to water crossings or wetlands.

(5) Drainage ditches for roads approaching a water crossing or wetland shall be designed, constructed, and maintained to empty into an unscarified filter strip, of at least the width indicated in the table set forth in subsection (4) above, between the outflow point of the ditch and the normal high water mark of the water or the upland edge of a wetland. Where such filter strip is impracticable, appropriate techniques shall be used to reasonably avoid sedimentation of the water body or wetland. Such techniques may include the installation of sump holes or settling basins, and/or the effective use of additional ditch relief culverts and ditch water turnouts placed so as to reasonably avoid sedimentation of the water body or wetland;

(6) Ditch relief (cross drainage) culverts, drainage dips and water turnouts will be installed in a manner effective in getting drainage onto unscarified filter strips before the flow in the road or its drainage ditches gains sufficient volume or head to erode the road or ditch.

(a) Drainage dips may be used in place of ditch relief culverts only where the road grade is 10% or less;

(b) On roads having slopes greater than 10%, ditch relief culverts shall be placed across the road at approximately a 30 degree angle downslope from a line perpendicular to the center line of the road;

(c) Ditch relief culverts, drainage dips and water turnouts shall direct drainage onto unscarified filter strips as required in paragraph (4) and (5) above;

(d) Ditch relief culverts shall be sufficiently sized and properly installed in order to allow for effective functioning, and their inlet and outlet ends shall be stabilized with appropriate materials; and

(e) Ditch relief culverts, drainage dips and associated water turnouts shall be spaced along the road at intervals no greater than indicated in the following table:

Road Grade Percent	Spacing Feet
0-2	500-300
3-5	250-180
6-10	167-140
11-15	136-127
16-20	125-120
21+	100

b. The following requirements shall apply to water crossings when surface waters are unfrozen:

(1) Bridges and culverts shall be installed and maintained to provide an opening sufficient in size and structure to accommodate 10 year frequency water flows or with a cross-sectional area at least equal to 2 1/2 times the cross-sectional area of the stream channel.

(2) Culvert and bridge sizes may be smaller than provided in paragraph (1) if techniques are employed such that in the event of culvert or bridge failure, the natural course of water flow is reasonably maintained and sedimentation of the water body is reasonably avoided; such techniques may include, but are not limited to, the effective use of any or all of the following:

(a) removing culverts prior to the onset of frozen ground conditions;
(b) using water bars in conjunction with culverts; or
(c) using road dips in conjunction with culverts.

(3) Culverts utilized in water crossings shall:

(a) be installed at or below stream bed elevation;
(b) be seated on firm ground;
(c) have soil compacted at least halfway up the side of the culvert;
(d) be covered by soil to a minimum depth of 1 foot or according to the culvert manufacturer's specifications, whichever is greater; and
(e) have a headwall at the inlet end which is adequately stabilized by rip-rap or other suitable means to reasonably avoid erosion of material around the culvert.

c. The design and construction of land management road systems through wetlands, other than those areas below the normal high water mark of standing or flowing waters, must avoid wetlands unless there are no reasonable alternatives, and must maintain the existing hydrology of wetlands.

To maintain the existing hydrology of wetlands, road drainage designs shall provide cross drainage of the water on the surface and in the top 12 inches of soil in wetlands during both flooded and low water conditions so as to neither create permanent changes in wetland water levels nor alter wetland drainage patterns. This shall be accomplished through the incorporation of culverts or porous layers at appropriate levels in the road fill to pass water at its normal level through the road corridor. Where culverts or other cross-drainage structures are not used, all fills shall consist of free draining granular material.

To accomplish the above, the following requirements apply:

(1) Road construction on mineral soils or those with surface organic layers up to 4 feet in thickness:

(a) Fill may be placed directly on the organic surface compressing or displacing the organic material until equilibrium is reached. With this method, culverts or other cross-drainage structures are used instead of porous layers to move surface and subsurface flows through the road fill material.

(i) For road construction on mineral soils or those with surface organic layers less than 16 inches in thickness, culverts or other cross-drainage structures shall be appropriately sized and placed at each end of each wetland crossing and at the lowest elevation on the road centerline with additional culverts at intermediate low points as necessary to provide adequate cross drainage. Culverts or other cross-drainage structures shall be placed at maximum intervals of 300 feet;

(ii) For road construction on surface organic layers in excess of 16 inches but less than 4 feet in thickness, cross drainage must be provided by placing culverts at each end of each wetland crossing and at the lowest elevation on the road centerline with additional culverts at intermediate low points as necessary to provide adequate cross drainage. Culverts or other cross-drainage structures shall be placed at maximum 300-foot intervals. Culverts shall be a minimum of 24 inches in diameter, or the functional equivalent, and buried halfway below the soil surface.

(iii) Where necessary to maintain existing water flows and levels in wetlands, ditches parallel to the road centerline shall be constructed along the toe of the fill to collect surface and subsurface water, carry it through the culvert(s) and redistribute it on the other side. Unditched breaks shall be left midway between culverts to prevent channelization.

(b) Alternatively, a porous layer may be created to move surface and subsurface flows through the road fill materials. If a porous layer is used, geotextile fabric must be placed above and below fill material to increase the bearing strength of the road and to preserve the bearing strength of fill material by preventing contamination with fine soil particles.

(2) Road construction on soils with organic layers in excess of 4 feet in thickness:

(a) Such construction shall only take place under frozen ground conditions.

(b) Geotextile fabric shall be placed directly on the soil surface. Road fill or log corduroy shall then be placed on the geotextile fabric.

(c) Cross drainage shall be provided by either a continuous porous layer or appropriate placement of culverts or other cross-drainage structures and ditching as specified below:

(i) A continuous porous layer or layers shall be constructed by placement of one or more layers of wood corduroy and/or large stone or chunkwood separated from adjacent fill layers by geotextile fabric placed above and below the porous layer(s) such that continuous cross drainage is provided in the top 12 inches of the organic layer; or

(ii) Cross drainage culverts or other cross-drainage structures shall be placed at points where they will receive the greatest support. Culverts or other cross-drainage structures shall be a minimum of 24 inches in diameter, or the functional equivalent, and buried halfway below the soil surface. Where necessary to maintain existing water flows and levels in wetlands, ditches parallel to the roadbed on both sides shall be used to collect surface and subsurface water, carry it through the culvert(s) and redistribute it on the other side. Such ditches shall be located three times the depth of the organic layer from the edge of the road fill. Unditched breaks shall be left midway between culverts to prevent channelization.

d. Ditches, culverts, bridges, dips, water turnouts and other water control installations associated with roads shall be maintained on a regular basis to assure effective functioning.

e. Maintenance of the above required water control installations shall continue until the road is discontinued and put to bed by taking the following actions:

(1) Water bars shall

(a) be constructed and maintained across the road at intervals established below:

Road Grade Percent	Distance Between Water Bars Feet
0-2	250
3-5	200-135
6-10	100-80
11-15	80-60
16-20	60-45
21+	40

(b) be constructed at approximately 30 degrees downslope from the line perpendicular to the center line of the road;

(c) be constructed so as to reasonably avoid surface water flowing over or under the water bar; and

(d) extend sufficient distance beyond the traveled way so that water does not reenter the road surface.

(2) Any bridge or water crossing culvert in such road shall satisfy one of the following requirements:

(a) it shall be designed to provide an opening sufficient in size and structure to accommodate 25 year frequency water flows;

(b) it shall be designed to provide an opening with a cross-sectional area at least 3 1/2 times the cross-sectional area of the stream channel; or

(c) it shall be dismantled and removed in a fashion so as to reasonably avoid sedimentation of the water body.

f. Provided they are properly applied and used for circumstances for which they are designed, methods including but not limited to the following are acceptable to the Commission as means of calculating the 10 and 25 year frequency water flows and thereby determining crossing sizes as required in paragraphs b and e of this Section:
   (a) The USDA Soil Conservation Service (SCS) Methods; specifically: "Urban Hydrology for Small Watersheds," June 1986 Soil Conservation Service Technical Release #55.
   (b) The United States Geological Survey (USGS) Methods; specifically: U.S. Geological Survey. 1975. "A Technique for Estimating the Magnitude and Frequency of Floods in Maine." Open- file Report 75-292.

g. Extension, enlargement or resumption of use of presently existing roads, which are not in conformity with the provisions of this Section, are subject to the provisions of Section 10.11 of this chapter.

h. Publicly owned roads may be constructed in a fashion that is not in strict conformity with the provisions of this section, provided that other measures are applied that are effective in reasonably avoiding sedimentation of surface waters.

i. Except that subsection j below always applies, trail crossings of minor flowing waters shall be exempt from the standards of this section, provided such crossings are constructed in a manner that causes no disturbance to the stream bed, and no substantial disturbance to the banks or shoreland areas in the vicinity of the crossing, and provided such crossings do not impede the flow of water or the passage of fish. If properly undertaken, acceptable methods may include but not be limited to the laying of logs from bank to bank, or placement of bed logs and stringers with decking. This exemption shall not extend to the construction of abutments or piers.

Trail crossings not so exempted shall be subject to the water crossing standards of this section, including specifically subsections 10.17, A, 4, b, d, e, f, j and k.

j. In addition to the foregoing minimum requirements, provision shall otherwise be made in the construction and maintenance of roads and water crossings in order to reasonably avoid sedimentation of surface waters.

k. Written notice of all road and water crossing construction activities, except level A road projects and exempt trail crossings as provided in subsection i above, shall be given to the Commission prior to the commencement of such activities. Such notice shall conform to the requirements of Section 10.20 of this chapter and shall state the manner in which the water crossing size requirements of this section will be satisfied.

§ 10.17.A.6. Filling and Grading.

The following requirements for filling and grading shall apply in all subdistricts except as otherwise provided herein. The purpose of this section is to allow minor filling and/or grading of land without a permit, provided the performance standards set forth below are met. If the standards are not met, a permit is required.

These standards do not apply to filling or grading activities which constitute forest or agricultural management activities, the construction, reconstruction and maintenance of roads, or the

construction of public trailered ramps, hand-carry launches, or driveways. Such activities are separately regulated.

a. Within 250 feet of water bodies and wetlands, the maximum size of a filled or graded area, on any single lot or parcel, shall be 5,000 square feet. This shall include all areas of mineral soil disturbed by the filling or grading activity; and

b. Beyond 250 feet from water bodies, the maximum size of filled or graded areas, as described above, shall be 20,000 square feet, except that there shall be no limit to the size of filled or graded areas in M-GN General Management Subdistricts which are greater than 250 feet from water bodies and wetlands. In such General Management Subdistrict areas, the provisions of subsections 4 and 6 of this section shall apply; and

c. Clearing of areas to be filled or graded is subject to the Clearing Standards of Section 10.17, A, 2; and

d. Imported fill material to be placed within 250 feet of water bodies shall not contain debris, trash, rubbish or hazardous or toxic materials. All fill, regardless of where placed, shall be free of hazardous or toxic materials; and

e. Where filled or graded areas are in the vicinity of water bodies or wetlands such filled or graded areas shall not extend closer to the normal high water mark of surface water bodies or upland edge of wetlands identified as P-WL1 Subdistrict than the distance indicated in the following table:

Average Slope of Land Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Percent)	Width of Strip Between Exposed Mineral Soil and Normal High Water Mark or Upland Edge (Feet Along Surface of the Ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

f. All filled or graded areas shall be promptly stabilized to prevent erosion and sedimentation.

Filled or graded areas, including all areas of disturbed soil, within 250 feet of water bodies and wetlands, shall be stabilized according to the Guidelines for Soil Stabilization contained in Appendix B of this chapter.

§ 10.17.A.8. Driveways Associated with Residential Structures and Uses.

a. Applicability: The following requirements apply to the construction of driveways for single family and two family dwelling units in all subdistricts where driveways associated with residential uses are allowed without a permit. These standards may be used as guidance in processing an application for driveways to be located in those subdistricts where driveways require a permit from the Commission.

(1) Other Permits: If a permit has been issued for the development of the lot to be served by the driveway or if the lot is part of a subdivision for which a permit has been issued, conditions of the building permit or subdivision permit regarding construction of driveways supersede provisions of this subsection.

(2) Length: If the length of a proposed driveway is greater than 1000 feet, it is regulated as a road and requires a permit from the Commission unless it qualifies as a land management road.

b. Waterbody Setback:

(1) Minimum Setback: The minimum water body setback for a driveway which accesses an undeveloped lot or a lot having residential structures is:

(a) 100 feet from the nearest shoreline of a flowing water draining 50 square miles, and a body of standing water greater than 10 acres in size;

(b) 75 feet from the nearest shoreline of a tidal water; and

(c) 50 feet from the upland edge of minor flowing waters and mapped P-WL1 wetlands.

(2) Exceptions to Waterbody and Wetland Setback Requirements:

(a) The water body and wetland setback requirements do not apply to approaches to waterbody or wetland crossings.

(b) A lesser setback may be allowed with a permit in the following instances provided no other reasonable alternative exists and appropriate techniques are used as needed to prevent sedimentation of the waterbody:

(i) In the case of legally existing nonconforming structures located in the shoreland area, the driveway may extend to the portion of the principal structure farthest from the normal high water mark of the waterbody, but in no case closer than 50 feet from the normal high water mark of the waterbody; or

(ii) To allow access to permitted facilities located nearer to the shoreline due to an operational necessity as described in Section 10.17,B,1,g,(5).

c. Property Line Setback:

(1) Minimum Setback: The minimum property line setback for a driveway is 15 feet.

(2) Exceptions to Property Line Setback:

(a) A shared driveway need not meet the minimum setback.

(b) The minimum setback standard does not apply to authorized approaches to and crossings of property lines or to crossings along easements or rights of way established in deed or lease.

(c) A lesser setback may be allowed with a permit upon written permission of the abutting landowner.

d. Road Frontage: The lot to be served by the driveway must have a minimum of 100 feet of road frontage.

e. Entry onto Roadways, including State Highways: The entry must not be located on a curve and must be placed so as to allow adequate line of sight for safe entry onto the roadway. If a driveway is to enter directly onto a state or state-aid highway, the person wishing to construct the driveway must first obtain written permission from the Maine Department of Transportation.

f. Crossings of Flowing Waters: If a driveway will cross a flowing water, the crossing must be accomplished in accordance with the standards for installation of water crossings set forth in Section 10.17,A,4,b.

g. Wetlands Alteration: The driveway must not alter any portion of a mapped P-WL1 Wetland Protection Subdistrict or more than 4,300 square feet of a mapped P-WL2 or P-WL3 Wetland Protection Subdistrict without a permit.

h. Maximum Slope: The driveway must not have a sustained slope of more than 8%.

i. Erosion and Sedimentation Control:
   (1) The driveway must be located, designed and constructed so that:
      (a) It will not erode or create any undue restriction or disruption of existing surface water drainage ways;
      (b) It will divert runoff to a vegetated buffer strip so as to prevent it from directly entering a water body, mapped P-WL1 wetland, or roadway.
   (2) Except for the travel surface of the driveway, all areas of disturbed soil must be promptly reseeded and mulched to prevent soil erosion.

j. Fill Material: Fill material used in the construction of a driveway must not contain demolition debris, trash, rubbish, or hazardous or toxic materials.

§ 10.17.B.1. Dimensional Requirements

The following dimensional requirements apply to all lots on which structural development is proposed unless otherwise provided by subsection g:

a. Minimum Lot Size
   (1) Residential Uses
   The minimum lot size for residential uses is 40,000 square feet per dwelling unit except where each dwelling unit is to use a common or community sewer and not on-site subsurface waste water disposal, the minimum lot size shall be 20,000 square feet per dwelling unit.
   (2) Commercial, industrial, and other nonresidential uses
   The minimum lot size for commercial, industrial, and other nonresidential uses involving one or more buildings is 40,000 square feet.

b. Minimum Shoreline Frontage
   (1) For lots fronting on a flowing water draining more than 2 square miles but less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, the minimum shoreline frontage shall be:
      (a) 150 feet per dwelling unit for residential uses, and
      (b) 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings;
   (2) For lots fronting on a body of 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) 200 feet per dwelling unit for residential uses, and
      (b) 300 feet for commercial, industrial, and other non-residential uses involving one or more buildings.
   (3) In the case of a lot which borders more than one water body, the shoreline frontage requirement must be met on each water body bordered by the lot.

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

(5) The 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 residential uses, and

(b) 200 feet for commercial, industrial, and other non-residential uses involving one or more buildings;

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

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

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

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

d. Minimum Setbacks

(1) The minimum setbacks for structures, other than those described in Subsection 10.17,B,1,d,(2) and except as provided in Subsection 10.17,B,1,g are:

(a) 75 feet from the nearest shoreline of a flowing water draining less than 50 square miles, a body of standing water less than 10 acres in size, or a tidal water, and from the upland edge of wetlands designated as P-WL1 Protection 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 all roadways except as provided for in subsection (d) below;

(c) 50 feet from the traveled portion of all roadways except as provided for in subsection (d) and (e) below;

(d) 75 feet from the traveled portion of the following roadways: Routes 1, 2, 2A, 4, 9, 27, 163, 201, 161 from Caribou to Fort Kent, 157 in TA R7 (Penobscot County), and 6 in Orneville Township (Piscataquis County);

(e) 20 feet from the traveled portion of all roadways on coastal islands; and

(f) 15 feet from side and rear property lines.

These setbacks also apply to 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 nonresidential 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 Protection 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 except as provided for in (d) below;
(d) 20 feet from the traveled portion of all roadways on coastal islands; and
(e) 25 feet from the side and rear property lines.

Except as provided for in subsection d.(1) above, these setbacks also apply to 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 (2) below, the maximum building height shall be:
(a) 75 feet for residential uses; and
(b) 100 feet for commercial, industrial, and other non-residential uses involving one or more buildings.

(2) Structures within 500 feet of the normal high water mark of a standing body of water 10 acres or greater shall be no higher than the screening vegetation or 25 feet, whichever is greater. The Commission may apply this provision at greater distances from the normal high water mark of standing bodies of water having significant or outstanding scenic values where there is the likelihood that such structures would have an adverse impact on scenic values. Standing bodies of water having such scenic values are shown in Appendix C.

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

g. Exceptions to Dimensional Requirements

(1) The Commission may reduce dimensional requirements for individual buildings in a cluster development, provided that, in the aggregate, dimensional requirements are met within the development. The Commission may approve a cluster development on land that could be developed under normal applicable standards provided that the cluster development provides for the efficient use of

land and the protection of a significant amount of open space, in accordance with the following:

(a) Cluster development within the shoreland area shall provide for the protection of developable shorefront as open space through the creation of individual lots with reduced shore frontage or through clusters of dwellings on commonly-owned land. To the extent practicable, open space provided shall be in a contiguous block and shall be located adjacent to other areas protected by conservation measures or protective zoning.

(b) Open space shall be dedicated as a separate lot of record with no further subdivision or conversion of use of that lot allowed. Such lot shall be shown on the subdivision plat with a notation on the face thereof to indicate that no further subdivision or conversion of use is allowed.

(c) If any or all of the common open space is to be reserved for ownership by the residents of the subdivision, the by-laws of the proposed homeowner's association shall specify maintenance responsibilities. Such by-laws shall be submitted to the Commission as part of the subdivision application.

(d) To avoid unsafe conditions resulting from direct access to public roads, no individual lot or dwelling unit for which road frontage has been reduced as provided above shall have vehicular access directly onto a public road existing at the time of development.

(e) Notwithstanding Section 10.17,B,1,g,(1) above, the Commission may waive the provision that dimensional requirements for individual dwellings in a cluster development be met, in the aggregate, where the following conditions are satisfied:

i) dimensional requirements, in the aggregate, are not waived by more than 50%;

ii) site conditions are suitable for increased density;

iii) increased density would not adversely affect resources; and

iv) the specific benefits afforded by the cluster approach will prevent the loss of important natural features.

(2) The dimensional requirements applicable to D-PD Development Subdistricts shall be established by the Commission pursuant to the provisions of Section 10.14, C, provided that the shoreline setback requirements hereof shall not be reduced.

(3) Notwithstanding other provisions of these rules, in a proposed subdivision or area that has or is likely to have relatively dense development, the Commission may increase the minimum lot size when the Commission determines that:

(a) A larger lot size is required to provide sufficient area of suitable soil to accommodate the principal building and accessory structures, and subsurface waste water disposal, including a replacement system; and

(b) The density of development in the vicinity of the proposed site is likely to cause nitrate or other contaminant levels in ground water to exceed public drinking water standards at any public or private well or at the property boundary. The Commission may require a nitrate study to estimate likely nitrogen levels in ground water as part of a subdivision application.

(4) Where development would otherwise have an undue adverse impact on existing uses, scenic character or natural and historic resources in the area likely to be affected by the proposal, the Commission may impose additional or more protective standards with respect to clearing, frontage and setback requirements, waste water disposal, and other aspects of the development to reasonably assure that undue adverse impact is avoided.

(5) An exception may be made to the shoreline, road, and or property line setback requirements for structures where the Commission finds that such structures must be located near to the shoreline, road, or property line due to the nature of their use. Structures which must be located near to the shoreline include structures which require direct access to the water as an operational necessity, such as piers, docks, retaining walls, and structures necessary for commercial fishing activities or water dependent uses within a D-MT Maritime Development Subdistrict. This provision shall not apply to boat houses or float plane hangars not included within a D-MT Maritime Development Subdistrict.

(6) An exception may be made to the minimum extent necessary to the shoreline frontage and lot size requirement on tidal waters for structures necessary for commercial fishing activities or water dependent uses within a D-MT Maritime Development Subdistrict where such reduction would better serve the purpose of this subdistrict.

(7) Where development is proposed in the vicinity of a water quality limiting lake, the Commission may vary the applicable dimensional requirements in accordance with Section 10.16, D, 3, e.

(8) To the extent consistent with 12 MRSA, Section 685-B, 4, the Commission may reduce the minimum lot size required for a structure whose sole purpose is to house a public utility facility or to function as a public utility, provided that:

    (a) the size, height, and bulk of the facility is of a scale that permits such a reduction without adverse effect on surrounding properties; and

    (b) the facility is sited and buffered to fit harmoniously into the surrounding environment.

(9) The Commission may apply the dimensional requirements for residential uses to single outpost camps operated by commercial sporting camps, except in cases where such a camp is likely to have a greater impact than a residential use.

(10) Notwithstanding the provisions of Section 10.11 of this chapter, structures necessary for disabled persons to gain access to buildings may be located less than the standard setback distance from a shoreline, road and property line to the minimum extent necessary when the following criteria are met:

    (a) A person with a disability as defined in 5 M.R.S.A. § 4553 resides in or regularly uses the dwelling or facility;

    (b) The encroachment into the standard setback distance applies only to the installation of equipment or construction of structures necessary for access to or egress from the dwelling or facility by the person with the disability;

    (c) The access structure is necessary to create an accessible route;

    (d) The access structure cannot reasonably or feasibly be created without encroachment into the standard setback distance; and

    (e) The design of the access structure minimizes the need for encroachment into the standard setback distance.

SUMMARY OF SHORELINE
FRONTAGE, SETBACK AND CLEARING REQUIREMENTS
FOR SINGLE FAMILY DWELLINGS

	Tidal, Flowing water <50 sqmi, Lakes <10 ac	Lake Mgnt Class 2	Flowing water >50 sqmi Other lakes >10 ac
FRONTAGE	150'	200'a	200'
SETBACK	75'	100'a	100'
CLEARING FOR DEVELOPMENT	75' (30%)	100'(30%) 400'(40%)	100'(30%) 150'(40%)

a: Density limitation of an average of 1 dwelling unit per shore mile on Management Class 2 lakes.

Note: This summary of shoreline dimensional requirements is provided only as a guide to the frontage, setback, and clearing standards of Section 10.17 for single family dwellings. See text of Section 10.17 for complete requirements.

§ 10.20 Notification Format

Where a written notification is required by this chapter, such notification must be submitted in advance of the date on which the activity, which is the subject of the notification, is commenced. Except as provided in Section 10.17,B,6, such notification must state the:

A. Location of the proposed project by use of an official Commission Land Use Guidance Map of the area;

B. Nature of the proposed project; and

C. Time period of the proposed project;

Such notification must also state that the activity or project will be accomplished in conformance with the applicable minimum standards of Section 10.17 of this chapter and must be signed by a duly authorized person who shall be responsible for the execution of the activity.

2. PRELIMINARY PHOSPHORUS EVALUATION FOR FIRST ROACH POND

Introduction

DeLuca-Hoffman Associates, Inc. has completed a preliminary phosphorus evaluation of the First Roach Pond watershed. The purposes of this evaluation were as follows:

- To determine a per-acre phosphorus allocation for the watershed that may be used in computing a maximum permitted increase in phosphorus export (PPE) for a proposed subdivision.
- To evaluate estimated phosphorus export increases from a conceptual level subdivision plan.

The estimated phosphorus export increases were computed based on conceptual level plans and available data from the Maine Department of Environmental Protection.

LURC subdivision permit guidelines require that an unacceptable increase in phosphorus concentration shall not occur due to the proposed development for projects located in a Lake Watershed.

Lot and roadway data used for computing estimated phosphorus export levels were based on the First Roach Pond Concept Plan, prepared for the Plum Creek Land Company by Kent Associates, Planning & Design Consultants, Gardiner, Maine.

Methodology

In accordance with Exhibit Q of the LURC Subdivision Application, this evaluation has been based on a publication titled, "Phosphorus Control in Lake Watersheds: A Technical Guide to Evaluating New Development, Maine Department of Environmental Protection, September, 1992." This guide is divided into two parts. The first part involves the determination of a per-acre phosphorus allocation, which is the maximum allowable increase in the amount of phosphorous exported per acre of land that to which new developments within the watershed should be limited. The second part of the evaluation consists of an individual project review for determining the estimated phosphorus export increase from a proposed project.

First Roach Pond Watershed Data

In a memorandum dated March 5, 2001, the Maine Department of Environmental Protection (MeDEP) provided LURC with the following phosphorus data for First Roach Pond.

Frenchtown's Direct Drainage Area (DDA)	:	8,517 acres
Phosphorus Coefficient (F)	:	196.5 lbs/ppb/yr
Water Quality Category	:	Good
Level of Protection	:	High

Per-Acre Phosphorus Allocation

In order to determine a per-acre phosphorus allocation for the watershed, the lake's water quality category and desired level of protection were needed. Information provided by the MeDEP

indicates First Roach Pond has a water quality category of "Good" and a "High" level of protection. A water quality category of "Good" means that First Roach Pond has a greater than average water quality. The MeDEP suggests that the level of protection for First Roach Pond should be high due to its cold-water fishery (i.e., trout and salmon). Based on these criteria, an acceptable increase in lake phosphorus concentration (c) is 1.0 part per billion (ppb).

The future area that is likely to be developed within the watershed over the next 50 years is also needed to compute the per-acre phosphorus allocation. This is typically accomplished by applying a growth factor to the developable area within the watershed. Since practically all of the watershed is under Plum Creek Maine Timberlands ownership and there are no plans for further development (other than forest management activities) outside the Concept Plan area, the future area that is likely to be developed was taken as the sum of the following areas:

• Proposed Subdivision (Roads & Lots)	:	325.8 acres
• Anticipate Future Forest Management Roads (20' Width)	:	38.9 acres
• 50% of Non-Plum Creek Land in Kokadjo Area	:	17.8 acres
• Developable Non-Plum Creek Shore Lots	:	1.8 acres
Total	:	**384.3 acres**
Total Acreage of Concept Plan		**1445 acres**

As shown above, the future area that is likely to be developed was computed to be 384.3 acres. The remaining Plum Creek lands within Frenchtown's share of the direct drainage area that are not part of any proposed subdivision will be limited to forest management uses and were not considered to be a source of increased phosphorus. These considerations are consistent with the Technical Guide.

The per-acre phosphorus allocation was computed for Frenchtown's share of the direct drainage area to be 0.511 lbs/acre/year. Computations for the per-acre phosphorus allocation are contained in a separate document, prepared by DeLuca-Hoffman Associates, Inc., which is available upon request.

Permitted Phosphorus Export (PPE) Increase from the Proposed Development

The permitted phosphorus export increase from the proposed development is determined by multiplying the per-acre phosphorus allocation by the acreage of the development site. The development components including lots and roadways are summarized for each of the five conceptual "Development Areas" as follows:

Table 1: Components of the Proposed Development Site

Development Area #	Approximate Area (Acres)		
	Lots	**Roadways**	**Total**
1	88.0 ac	14.2 ac	102.2 ac
2	48.0 ac	0.0 ac	48.0 ac
3	70.0 ac	5.2 ac	75.2 ac
4	54.5 ac	3.5 ac	58.0 ac
5	40.0 ac	2.4 ac	42.4 ac
Total	**300.5 ac**	**25.3 new ac**	**325.8 ac**

As shown, the development size is estimated to be approximately 325.8 acres. A medium intensity soil survey was conducted for approximately 80% of the development area by S. W. Cole Engineering, Inc. Based on this survey, about 16% of the area mapped within the site contains hydric soils. The acreage of the proposed development area was therefore reduced by 16% to a net area of 273.7 acres.

Based on the per-acre phosphorus allocation and conceptual acreage of the development area, the permitted phosphorus export increase from the development (PPE) was computed to be 139.9 lbs/year. In accordance with the phosphorus guide, if the PPE is more than 25% of the phosphorus allocation for the overall watershed, then an alternate procedure for computing the PPE may be required. This is so that a single large development cannot use up all the watershed's phosphorus allocation. For this project, a phosphorus allocation for the watershed was computed to be 196.5 lbs/year. Although the PPE computed for this project is more than 25% of the watershed's phosphorus allocation, the alternate procedure was not used since Plum Creek owns the vast majority (>99%) of the undeveloped land within the watershed. Computations for permitted phosphorus export increase are contained in the aforementioned separate document.

Estimated Phosphorus Export Increase from Development

Estimated phosphorus export increases were computed for the development of the building lots, roads and driveways. Lot data used for determination of phosphorus export rates are as follows:

Table 2: Lot Data

Approximate Lot Size	Number of Lots	Predominant Hydrologic Soil Group	Assumed Clearing Area Per Lot (sf)	Phosphorus Exports Per Lot [1] (lbs)
AREA #1				
2 ac lots	26	C	> 15,000	0.58
3 ac lots	3	B	> 15,000	0.49
3 ac lots	9	C	> 15,000	0.58
AREA #2				
3 ac lots	14	C	> 15,000	0.58
3 ac lots	2	D	> 15,000	0.62
AREA #3				
10 ac lots	1	B	> 15,000	0.49
10 ac lots	5	C	> 15,000	0.58
10 ac lots	1	D	> 15,000	0.62
AREA #4				
2-3 ac lots	6	C	> 15,000	0.58
2-3 ac lots	5	D	> 15,000	0.62
2-4 ac lots	9	C	> 15,000	0.58
AREA #5 [2]				
2 ac lots	5	Assumed C	> 15,000	0.58
5 ac lots	6	Assumed C	> 15,000	0.58

Notes: [1] Phosphorus export values are based on the assumption that 40% of the site's timber volume has not been harvested within the past five years.
[2] A hydrologic soil group of 'C' was assumed due to the lack of soils information in Area #5.

Road and driveway lengths used in the phosphorus computations are summarized for each of the development areas as follows:

Table 3: Road and Driveway Lengths		
Development Area #	**Approximate Road Length (ft)**	**Approximate Driveway Length Contributing Phosphorus (ft)**
1	12,420’	3,800’
2	0’	1,600’
3	4,500’	2,450’
4	3,020’	2,000’
5	2,080’	1,100’
Total	**22,020’**	**10,950’**

Driveway lengths were assumed to be 500’ for 10-acre lots and 250’ for all other lots. Driveways in excess of 150’ in length per lot are considered to contribute phosphorus export increases in addition to the lot contribution. Existing roads that may need to be improved as part of the proposed subdivision were included in the determination of approximate road length.

Estimated phosphorus export increases computed for the proposed conceptual development are summarized as follows:

Table 4: Estimated Phosphorus Export Increases (lbs/year)				
Location	**Lots**	**Driveways**	**Roads**	**Total**
Area #1	21.77	3.65	33.78	59.20
Area #2	9.36	1.54	0.00	10.90
Area #3	4.01	2.35	12.24	18.60
Area #4	11.80	1.92	8.21	21.93
Area #5	6.38	1.06	5.66	13.10
Total	**53.32**	**10.52**	**59.89**	**123.73**

As shown in the preceding table, the total phosphorous export (TE) from the development is 123.73 lbs/year. In accordance with the methodology the TE is adjusted by a multiplication factor of 0.5 to yield a total phosphorous available for algal production (TPA) of 61.87 lbs/year. Computations for phosphorus export are contained in the aforementioned separate document.

Conclusions

The permitted phosphorus export increase (PPE) and total phosphorus available for algal production (TPA) computed in this evaluation are as follows:

PPE = 139.9 lbs/year
TPA = 61.87 lbs/year

Based on the methodology, since the TPA is less than PPE, no additional phosphorus controls are required for the proposed project. The TPA was computed based on no specific phosphorus control measures being implemented for the proposed subdivision. Given that Plum Creek Maine Timberlands has indicated that it intends to limit its land to forest management uses only (i.e., all Plum Creek Maine Timberlands land within Frenchtown’s direct drainage area that is not part of a proposed subdivision), phosphorus exports were computed to be at acceptable levels. Permanent erosion control measures such as ditch lining and ditch turnouts will, however, be incorporated into the proposed subdivision designs.

3A OPTION AGREEMENT

OPTION AGREEMENT made and entered into as of the 30th day of July, 2001, by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter referred to as "Seller," and PLUM CREEK LAND COMPANY, a Delaware corporation whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, hereinafter referred to as "Purchaser."

RECITALS

A. Seller is the owner of certain real property located in Frenchtown Township, Piscataquis County, Maine, located approximately as shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth (the "Property"). The Property is delineated on Exhibit A as all property described as "Proposed Shore Lots," "Proposed Back Lots," "Conservation Area A," Conservation Area B," and "Conservation Area C."

B. Purchaser is desirous of acquiring an option to purchase a portion of the Property in fee and conservation easements over portions of the Property as hereinafter described, and Seller is desirous of granting such an option.

NOW, THEREFORE, in consideration of FIFTEEN THOUSAND DOLLARS ($15,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Option**. Seller grants to Purchaser an irrevocable exclusive option to purchase the following interests in the Property upon the terms and conditions set forth in this Agreement (the "Option"):

a. That portion of the Property identified on Exhibit "A" as "Proposed Shore Lots," "Proposed Back Lots," and "Conservation Area "A" (hereinafter collectively referred to as the "Fee Property") to be acquired in fee by the Purchaser. The Fee Property contains approximately 434 acres.

b. Conservation Easements as described in Paragraph 7, forms of which are attached hereto as Exhibits "B" and "C," on that portion of the Property identified on Exhibit "A" as "Conservation Area B" and "Conservation Area C" (hereinafter collectively referred to as the "Conservation Property"). The Conservation Property contains approximately 1,010 acres. The option to purchase the Conservation Easements on the Conservation Property shall be exercised by Purchaser directing Seller to convey the Conservation Easements directly to a designated third party, in such phases as the Purchaser shall direct.

c. Easements for ingress, egress and utilities located approximately as shown on Exhibit "A" (hereinafter referred to as the "Access Easements").

d. Seller and Purchaser acknowledge and agree that the final legal descriptions for the Fee Property, the Conservation Property and the Access Easements will be determined by an approved subdivision plat.

2. **Term.** This Option shall be effective as of the date hereof and shall terminate on December 31, 2006 (the "Option Term"), if the Option is not exercised prior to such date pursuant to the terms and conditions herein contained.

3. **Purchase Price; Payment Terms; Phased Closings.**

(a) The purchase price for the Fee Property and the Conservation Easements shall be the value as determined by the appraisal prepared by Dick Martin, MSF, CF, RPRA dated March 8, 2001 (the "Fee Property Purchase Price" and the "Conservation Easement Purchase Price"). The Fee Property Purchase Price shall be reduced by the stumpage value of timber harvested, if any, between the date of the appraisal and the date of closing as to each phase.

(b) The Fee Property Purchase Price and the Conservation Easement Purchase Price shall be payable in full in cash upon the closing of each of the phases described herein.

(c) The Fee Property and the Conservation Easements may be purchased by Purchaser in one or more phases during the Option Term as determined in Purchaser's sole discretion. As to each phased purchase, Seller shall grant to Purchaser such Access Easements as are reasonably necessary for access to that portion of the Property being purchased in such phase.

(d) The Option Payment shall be credited to the Purchase Price upon the purchase of the final phase. In the event Purchaser exercises its option and closes on less than the entire Fee Property and Conservation Property, Purchaser shall forfeit the Option Payment.

4. **Exercise of Option; Identification of Property.** In the event Purchaser elects to exercise its Option with respect to any or all of the Property, it shall do so by giving notice to Seller in accordance with the provisions of Paragraph 20 hereof within the Option Term. Such notice shall include legal descriptions for each of the Fee Property, the Conservation Property and any Access Easements that are to be acquired.

5. **Time and Place of Closing; Escrow.** The parties shall deposit this Agreement, and such other documents as are required hereby into escrow established with Jensen, Baird, Gardner and Henry, Portland, Maine (the "Escrow Agent"). Closing of each phase shall take place at the offices of the Escrow Agent within thirty (30) days of Purchaser's exercise of the Option for any such phase.

6. **Condition of Title and Title Insurance.**

(a) Purchaser may, at its sole cost and expense, inspect Seller's title to the estate to be conveyed. In the event the Purchaser discovers a flaw or defect in the title to such estate, the Purchaser shall so notify Seller. Upon receipt of Purchaser's notice of its intent to purchase any of the Property, Seller shall provide Purchaser with a list and copies of any lease, license, permit, option or right of first refusal which affects such Property or any portion thereof, which will not be terminated by closing. Purchaser must notify Seller within ten (10) business days of Purchaser's objections to any such matters. Seller shall have ten (10) business days from receipt of Purchaser's notice to cure such defect or flaw (the "Title Cure Period"). If Seller is unable to cure such defect within the Title Cure Period, Purchaser may either cancel this Option or waive its objection to title and purchase the Fee Property and the Conservation Easements upon the terms and conditions herein set forth subject to such flaw or defect. In the event Seller is unable to cure any such title defect, Purchaser may terminate this Agreement whereupon the Option Payment will be refunded to Purchaser.

(b) From the date of this Agreement through expiration of the Option Term or termination of this Agreement, whichever is earlier, the Seller shall not encumber the Property without the prior written consent of Purchaser.

7. **Conservation Easements.** At Closing or at such subsequent time as the Purchaser shall designate, the Conservation Easements shall be conveyed to a third party designated by Purchaser, in accordance with the terms of Paragraph 1 (b) above in the forms attached hereto as Exhibit "B" (Conservation Area "B") or Exhibit "C" (Conservation Area "C").

8. **Seller's Preclosing Covenants**. Seller shall not do any of the following without the prior written consent of Purchaser:

(a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Property; provided, however, that Seller may cause timber to be harvested from any portion of the Conservation Property or the Fee Property pursuant to the terms of Paragraph 10(d) below;

(b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Property; or

(c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omission, including failure to make a required payment.

9. **Seller's Representations and Warranties.** Seller makes the following representations and warranties:

(a) Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller have full power and authority to sign for Seller and to bind it to this Agreement), has full power and authority to sell, transfer and convey all right, title and interest in and to the Property in accordance with this Agreement.

(b) Within Seller's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's title to the Property.

(c) Within Seller's knowledge, there are no:

(i) Intended public improvements or private rights which will result in the creation of any liens upon the Property or any portion thereof.

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

(iii) Actual or impending mechanics liens against the Property or any portion thereof.

(d) Within Seller's knowledge, except for normal silvicultural practices in accordance with applicable state and federal law, there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, and there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Property nor any release of any Hazardous Substance, pollutant or contaminant in excess of that allowed under applicable environmental laws into, upon, or over the Property or into or upon ground or surface water at the Property. Within Seller's knowledge, no Hazardous Substance is now or ever has been stored on the Property in underground tanks, pits or surface impoundments and there are no asbestos-containing materials. Except as specifically provided in this Paragraph 9(d), Purchaser releases Seller from all costs, losses, liabilities, obligations and claims, of any nature whatsoever,

known and unknown, that Purchaser may have against Seller or that may arise in the future based in whole or in part upon (a) Seller's failure to comply with any applicable environmental laws, or (b) the presence, release or disposal of any hazardous substance, solid waste, or any other environmental contamination on, within, or from the Property before, as of, or after the date of closing. 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 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 the 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 9(d) after the effective date of the amendment. Moreover, to the extent that Maine law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. In addition, this Paragraph 9(d) shall survive the date of closing for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at closing.

(e) Neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

Each of the above representations and warranties is material and is relied upon by Purchaser. Each of the above representations shall be deemed to have been made as of the date of closing. If, before the closings described above, Seller discovers any information or facts that would materially change the foregoing representations and warranties, Seller shall immediately give notice to Purchaser of those facts and information. The Seller must cure monetary encumbrances. If any of the foregoing representations and warranties cease to be true before closing of escrow, Seller shall use its reasonable efforts to remedy the problem before the close of escrow. If the problem is not remedied before close of escrow, either Seller or Purchaser may elect to either (x) terminate this Agreement in which case Purchaser shall have no obligation to purchase the Property; (y) agree to defer the closing date to a mutually agreed upon later date; or (z) mutually agree upon credit to Purchaser at the close of escrow the amount reasonably necessary to remedy the problem.

10. **Inspection; Condition of Property; Subsequent Acts.**

(a) The Purchaser agrees that full inspection of the Property has been made or will be made prior to Purchaser's exercise of the Option and that neither the Seller nor its agents, officers, employees, affiliates or assigns shall be held to any covenant respecting the condition of the Property or any improvements thereon nor shall the Seller or Purchaser or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this Agreement.

(b) At any time during the term hereof, Purchaser, and its consultants, employees, agents and contractors, shall have the right to go upon the Property to inspect the Property and to perform any reasonable tests. Purchaser shall indemnify, defend and hold harmless Seller from any and all demands, claims, causes of action, losses, costs, damages or liabilities resulting to, imposed on, or incurred by Seller as a result of any act or omission of Purchaser, or any of Purchaser's agents, consultants, contractors, or employees in connection with an entry on or investigation or examination of the Property prior to the date of closing. The

indemnification obligation of Purchaser with respect to this Paragraph shall survive the date of closing or the termination of this Agreement.

(c) Purchaser specifically acknowledges and agrees that (1) other than as specifically described above, Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property (or any related matters), and (2) the Property is sold to Purchaser in an "as is" and "with all faults" condition as of the date of closing, including, without limitation, the stability of soils, suitability for any construction or development, encroachment or boundary questions, drainage, availability of utilities, zoning, access and similar matters. Purchaser assumes the risk that adverse physical conditions may not have been revealed by its investigation.

(d) Seller shall have the right to harvest timber on or to sell timber harvest rights to other entities which shall have the right to harvest and remove timber from the Property or any portion thereof during the Option Term; provided that such harvesting activities are conducted pursuant to applicable state and federal law; and provided further that Seller must have prior approval from Purchaser of the harvest plans for any operations to be conducted on the Fee Property, which approval shall not be unreasonably withheld.

(e) The Purchase Price for the Fee Property shall be adjusted to reflect acts of God such as natural disaster or fire. Seller shall provide Purchaser and an Appraiser evidence that is reasonably available of the stumpage affected by such events. The Appraiser shall determine the stumpage value of the timber so affected and the Purchaser Price shall be adjusted accordingly.

11. **Risk of Loss.** All risk of loss shall remain with Seller until title passes to Purchaser at closing. In the event the Property is destroyed or damaged after Purchaser has exercised the Option and prior to close of escrow, Purchaser may rescind this Agreement.

12. **Condemnation**. In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to closing, Purchaser shall have the right, at its election to terminate this Agreement by written notice to Seller. If Purchaser does not so terminate this Agreement, then Purchaser may, at its election, either (a) proceed to close with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceeds, or (b) proceed to close with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds. Seller shall notify Purchaser in writing of any eminent domain proceedings affecting the Property within five (5) business days after Seller learns of such proceedings.

13. **Closing Costs.**

(a) Seller shall pay the following costs and expenses in connection with this transaction:

i. Seller's attorney fees, if any;

ii. All accrued real property taxes constituting a lien prorated to date of closing,

iii. All special assessment installments and local improvement district assessment installments against the Property that are due and accrue prior to date of closing;

iv. One-half of escrow fees;

v. One-half of real estate transfer tax.

(b) Purchaser shall pay the following costs and expenses in connection with this transaction:

i. One-half of escrow fees;

ii. Compensating or roll-back taxes which may be due as the result of removing the Property from tree growth tax designation;

iii. One half of real estate transfer tax;

iv. Purchaser's attorney fees, if any;

v. Recording fee for each of the conveyancing documents; and

vi. Title insurance premium, if any.

14. **Commission.** Each party warrants and represents to the other that no real estate brokerage commission is or will be payable by such party as a result of the transaction herein provided for, or, if any such commission is payable, the warranting party shall pay the same and hereby indemnifies such other party of, from, and against any and all claims for any real estate brokerage commission that may arise as a result of any acts of the warranting party.

15. **Conveyance**. Seller agrees, upon receiving full payment of the Fee Property Purchase Price (or, if the Fee Property is to be conveyed in phases, upon receiving full payment of the Purchase Price designated for a particular portion of the Fee Property), to execute and deliver to Purchaser a Quitclaim Deed With Covenant to the Fee Property (or applicable portion thereof) in the form attached hereto as Exhibit "D" and incorporated herein by this reference. Further, Seller agrees, upon receiving full payment of the Conservation Easement Purchase Price (or, if the Conservation Easements are to be conveyed in phases, upon receiving full payment of the Purchase Price designated for a Conservation Easement over a particular portion of the Conservation Property), to execute and deliver to such third party as shall be designated by the Purchaser the applicable Conservation Easements as are described in the attached Exhibits "B" or "C."

16. **Possession**. Unless a different date is provided for herein, the Purchaser, subject to the easements, encumbrances, exceptions, restrictions, and reservations set forth above, shall be entitled to possession of the Property on the date of closing.

17. **Default**. If either party defaults in its contractual performance herein, the non-defaulting party shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Agreement, damages or rescission.

18. **Attorney's Fees.** If either party hereto retains an attorney to bring suit or seek arbitration to enforce any provision of this Agreement, each party shall bear their own costs and expenses associated therewith, regardless of which of the parties prevails in any such suit or dispute.

19. **Applicable Law**. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Maine.

20. **Notices.** Any notices required or permitted by law or under this Agreement shall be in writing and shall be delivered or sent by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the address set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed given when personally delivered, or, if mailed, when deposited in the mail, or if transmitted by facsimile, shall be deemed given when transmitted when confirmation is received. The addresses are as follows:

If to Seller: Plum Creek Maine Timberlands, L.L.C.
999 Third Avenue, Suite 2300
Seattle, WA 98104

Attn: William R. Brown, Executive Vice
President and CFO
Facsimile Number: 206-467-3790

with a copy to: Plum Creek Timberlands, L.P.
999 Third Avenue, Suite 2300
Seattle, WA 98104
Attn: Sheri L. Ward, Director Corporate and
Real Estate Transactions
Facsimile Number: 206-467-3799

If to Purchaser: Plum Creek Land Company
999 Third Avenue, Suite 2300
Seattle, WA 98104
Attn: Michael Yeager
Facsimile Number: 206-467-3794

21. **Time of Performance.** Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

22. **Paragraph Headings**. The word or words appearing at the commencement of paragraphs and subparagraphs of this Agreement 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 paragraphs or subparagraphs.

23. **Invalidity.** In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

24. **Legal Relationships.** The parties to this Agreement execute the same solely as a seller and a purchaser. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.

25. **Assignment; Successors.** Purchaser may not assign its interest in this Agreement without the prior written consent of Seller. Subject to the restrictions contained herein, the rights and obligations of the Seller and Purchaser shall be binding upon their respective successors, successors-in-trust and assigns.

26. **Entire Agreement; Modification.** All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by both parties.

27. **Interpretation.** This Agreement has been reviewed by both parties. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

28. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall constitute a fully executed Agreement.

29. **Facsimile Delivery.** Delivery of an executed counterpart original of this Agreement by transmission to the facsimile machines for the other party identified shall be sufficient delivery hereunder. After such delivery the executing party shall send the executed counterpart original by U.S. Postal Service or overnight courier to the other party.

30. **Memorandum of Option**. The parties may cause a Memorandum of Option to be duly recorded in each county in which the Property is located.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first hereinabove written.

SELLER:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.
by Plum Creek Timberlands, L.P.
its Sole Member

Attest:

By: _____
Name: _____
Title: _____

_____
Sheri L. Ward, Assistant Secretary

PURCHASER:

PLUM CREEK LAND COMPANY

By: _____
Name: _____
Title: _____

3B AMENDMENT TO OPTION AGREEMENT

This AMENDMENT TO OPTION AGREEMENT (the "Amendment") is made and entered into as of the ____ day of January, 2002, by and between PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104 (the "Seller,"), and PLUM CREEK LAND COMPANY, a Delaware corporation whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104 (the "Purchaser").

WHEREAS, Seller and Purchaser entered into a certain Option Agreement (the "Agreement") dated July 30, 2001, with respect to certain real property located in Frenchtown Township, Piscataquis County and State of Maine, as more particularly described in "Exhibit A" to the Agreement (the "Property"), by which Purchaser acquired an option to purchase a portion of the Property in fee and the right to require Seller to grant conservation easements over other portions of the Property; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to comply with requirements of the Maine Land Use Regulation Commission in connection with that certain Application to the Maine Land Use Regulation Commission for a Concept Plan for First Roach Pond, submitted by Purchaser to said Commission on or about August 2001, as subsequently amended and revised (the "Concept Plan"), which Concept Plan affects the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Recital A of the Agreement is hereby amended to read as follows:

   Seller is the owner of certain real property located in Frenchtown Township, Piscataquis County, Maine, located approximately as shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth (the "Property"). The Property is delineated on Exhibit A as all property described as "Proposed Shore Lots", "Proposed Back Lots", "Deed Restriction", "Conservation Easement", and "Conservation Covenant".

2. Recital B of the Agreement is hereby amended to read as follows:

   Purchaser is desirous of acquiring an option to purchase a portion of the Property in fee and easements over portions of the Property as hereinafter described, and Seller is desirous of granting such an option.

3. Section 1(a) of the Agreement is hereby amended to read as follows:

   That portion of the Property identified on Exhibit "A" as "Proposed Shore Lots", "Proposed Back Lots", and "Deed Restriction" (hereinafter collectively referred to as the "Fee Property") to be acquired in fee by the Purchaser. The Fee Property contains approximately 435 acres.

4. Section 1(b) of the Agreement is hereby amended to read as follows:

> Easements (in the form of conservation easements and/or conservation covenants/negative easements, and hereinafter referred to collectively as the "Easements") as described in Paragraph 7, forms of which are attached hereto as Exhibits “B” and “C”, on that portion of the Property identified on Exhibit “A” as “Conservation Easement” and “Conservation Covenant” (hereinafter collectively referred to as the “Conservation Property”). The Conservation Property contains approximately 1019 acres. The option to purchase the Easements on the Conservation Property shall be exercised by Purchaser directing Seller to convey the Easements directly to a designated third party, or to Purchaser, in such phases as the Purchaser shall direct.

5. The terms "Conservation Easements", "Conservation Easement" and "Conservation Easement Purchase Price" are hereby changed to "Easements", "Easement" and "Easement Purchase Price", respectively, in Sections 3(b), 3(c), 6(a), and 15 of the Agreement.

6. Section 3(a) of the Agreement is hereby amended to read as follows:

> The purchase price for the Fee Property and the Easements shall be the value as determined by the appraisal prepared by Dick Martin, MSF, CF, RPRA dated March 8, 2001, or by a mutually agreed upon amendment, supplement or replacement to or of said appraisal (the “Fee Property Purchase Price” and the “Easement Purchase Price”). The Fee Property Purchase Price shall be reduced by the stumpage value of timber harvested, if any, between the date of the appraisal and the date of closing as to each phase.

7. Section 7 of the Agreement is hereby amended to read as follows:

> **Easements.** At Closing or at such subsequent time as the Purchaser shall designate, the Easements shall be conveyed to a third party designated by Purchaser, or to Purchaser, in accordance with the terms of Paragraph 1(b) above in the forms attached hereto as Exhibit “B” (Conservation Easement) or Exhibit “C” (Conservation Covenant/Negative Easement).

8. Seller hereby appoints Purchaser as its duly authorized representative and agent for purposes of the proposed rezoning of the Property (or any portions thereof), and other areas, as contemplated pursuant to the Concept Plan, and Seller hereby waives any objections to such rezoning of the Property or portion thereof.

9. Exhibits A, B and C to the Agreement are replaced with Exhibits A, B and C, respectively, attached to this Amendment. All references in the Agreement to Exhibit A, B or C, as the case may be, shall be construed so as to refer to the corresponding exhibit attached to this Amendment.

10. Except as set forth in this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect, and the parties hereby ratify and confirm all of the terms of the Agreement, as hereby amended.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first hereinabove written.

SELLER:

PLUM CREEK MAINE TIMBERLANDS, L.L.C.
by Plum Creek Timberlands, L.P.
its Sole Member

Attest:

By: _____
Name: _____
Title: _____

_____
Sheri L. Ward, Assistant Secretary

PURCHASER:

PLUM CREEK LAND COMPANY

By: _____
Name: _____
Title: _____

Exhibit A

Please refer to Map 11 in Part IV of this Concept Plan for First Roach Pond document.

Exhibit B

See Conservation Easement language (p. 60 of the Appendix).

Exhibit C

See Conservation Covenants/Negative Easement language (p. 52 of the Appendix).

4. DEED FROM PLUM CREEK TO THE HOMEOWNERS ASSOCIATION

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **PLUM CREEK LAND COMPANY**, a corporation organized and existing under the laws of the State of Delaware and having an address of 999 Third Avenue, Suite 2300, Seattle, Washington 98104, for consideration paid, GRANTS to _____, whose mailing address is _____, _____ ("Grantee"), with QUITCLAIM COVENANTS, all that certain real estate located in Frenchtown Township, County of Piscataquis and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

BEING a portion of the premises conveyed to Plum Creek Land Company from Plum Creek Maine Timberlands, L.L.C. by deed dated _____ ___, 2002, recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____.

TOGETHER WITH the rights, appurtenances and privileges contained in that certain instrument entitled "Declaration of Conservation Covenants and Deed of Negative Easement" from Plum Creek Maine Timberlands, L.L.C. to Plum Creek Land Company dated _____, 2002, and recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____, as the same may be supplemented and amended from time to time.

ALSO TOGETHER WITH the easements and rights of way for access and utilities more particularly described in Exhibit B attached hereto and made a part hereof.

SUBJECT TO the covenants, restrictions and conditions contained in that certain General Declaration of Covenants and Restrictions of the First Roach Pond _____ Homeowners Association, dated _____, 2002 and recorded in Book _____, Page _____ of the Piscataquis County Registry of Deeds, as the same may be amended from time to time.

FURTHER SUBJECT TO the standards and regulations contained in the Concept Plan for First Roach Pond, as approved by the Land Use Regulation Commission on January 9, 2002, as the same may be amended from time to time (the "Concept Plan").

FURTHER SUBJECT TO the following covenants and restrictions:

1. Single Family. The Premises may only be used for single family residential housing, or for single family seasonal camping. Only one single family dwelling shall be permitted on the Premises.

2. Commercial Use. No commercial or business use, whether for profit or non-profit, may be made of the Premises or any structures thereon, except that rental of the

Premises is allowed for single family housing or for single family seasonal camping. No home occupations that display goods or generate traffic shall be permitted on the Premises.

3. Signs. No signs or advertisements, other than "for sale" signs and signs identifying the cabin or residence may be erected or permitted on the Premises. No sign permitted hereunder, whether on buildings or posts, or nailed to trees, may exceed 12" X 24" if such sign is visible from First Roach Pond or from any road used in common with other lots in this subdivision. All signs permitted hereunder must comply with the sign standards as set forth in the Concept Plan.

4. Limited Right of Way. Use of the rights-of-way and easements granted herein, or applicable to this subdivision is for the sole and express purpose of ingress and egress by Grantee, its successors, heirs and assigns, and their guests and invitees.

5. Weather Tight Buildings. All buildings on the Premises must be maintained in a weather tight condition.

6. Building Permits. No building or other such construction may be undertaken on the Premises without first obtaining an approved Building Permit from the Maine Land Use Regulation Commission, in accordance with 12 M.R.S.A. §§ 681 through 689, as the same may be amended from time to time.

7. Set Backs. All structures must be set back a minimum of 100 feet from the normal high water mark of all water bodies, a minimum of 50 feet from all access roads and rights-of-way, and a minimum of 20 feet from all other property boundary lines, and as further restricted under the Concept Plan. No utility lines are allowed within the 100-foot normal high water mark set back area.

8. Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, shack, single or double wide mobile home, lean-to, garage, bunkhouse or other outbuilding may be used at any time as a residence or other habitation.

9. Siding and Roofing Materials. All new or replacement exterior roofing materials shall be of non-combustible material and shall be a dark, natural-looking color; black, brown, and charcoal gray are preferred. All exterior materials, including window frames, trim, chimneys, and screen doors, shall be unobtrusive in color and texture and shall not be reflective. Natural, earth tones are preferred.

10. Exterior Lighting. Exterior lights facing the shore are not allowed. Other exterior lights shall be equipped with full cut-off features and shall be shaded to prevent glare beyond the Premises. Spotlights are prohibited.

11. Nuisances. No noxious or offensive activities or nuisances shall be permitted or carried on upon the Premises. “Noxious or offensive activities” shall include any activity or behavior which is inconsistent with both the reasonable pleasurable use of the adjacent property by neighboring lot owners and their guests and their reasonable expectations of quiet enjoyment of their property, free from excessively noisy behavior, significantly loud electronic music or other audio distractions, or other similar behavior or activity.

12. Property Maintenance. The Premises and all buildings and improvements thereon shall be kept and maintained by the Grantee, its successors, heirs and assigns, in a neat, clean, safe, attractive, and sightly condition and in good repair. No portion of the Premises shall be used or maintained as a dumping site for rubbish or other refuse. Trash, garbage and other waste shall be kept in proper, sanitary containers. All trash, garbage and other waste shall be removed regularly in a timely manner and shall be transported off-site to the Lily Bay/Frenchtown solid waste transfer station, or otherwise disposed of off-site in accordance with applicable laws and regulations.

13. Sewage Disposal and Water Supply Systems. No sewage disposal system (including, without limitation, septic tanks) or water supply system (including, without limitation, wells) may serve, or be shared by, any property other than the Premises. Any sewage disposal system and/or water supply system installed and/or maintained on the Premises must comply with applicable laws and regulations.

14. Maximum Height. No structure may exceed in height the greater of (i) 25 feet above ground level; or (ii) the height of any screening vegetation.

15. Chimneys. All new or replacement chimneys must be of brick or tile construction or stove pipe, and shall be installed and maintained under the applicable building and fire codes.

16. Clearing. Clearing of vegetation for paved and graveled driveways, parking areas and structures and the creation of impervious surfaces shall be limited so as to minimize phosphorus export. For areas located between 100 feet and 250 feet from the normal high water mark of First Roach Pond, the extent of impervious surface shall be no more than 10,000 square feet. Additionally, not more than 20% of the Premises may be cleared in any ten (10) year period. Clearing on the Premises shall meet or exceed the standards for clearing as set forth in the Concept Plan.

17. Property Lines. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon, and no fences, hedges, or wall shall be permitted in the 20-foot property line setback area.

18. Accessory Outbuildings. The total, aggregate footprint of all accessory buildings may not exceed 600 square feet and no accessory building may exceed 15 feet in height. The footprint of an accessory building shall be determined by calculating the square footage of the area contained within the external dimensions of such building.

19. Walking Trails. Walking trails may be created on the Premises, provided that any such trails located within the 100-foot shore buffer area do not exceed 3 feet in width, and further provided that the topsoil is not disturbed in creating such trails, and no part of the trail has a sustained grade of over 10%. All walking trails permitted hereunder must also comply with the clearing standards as set forth in the Concept Plan.

20. Docks. No permanent docks may be built on the Premises; provided, however, that temporary seasonal docks shall be permitted in accordance with applicable state and local laws, rules and regulations.

21. Reconfiguration; Subdivision. The boundaries of the Premises shall not be further reconfigured without the written approval of the Maine Land Use Regulation Commission in accordance with 12 M.R.S.A. § 681, et seq., and applicable requirements of the Maine Land Use Regulation Commission, including those regulations set forth in the Concept Plan. Further subdivision or division of the Premises is prohibited.

NOTE: Clearing standards set forth herein and in the Concept Plan are cumulative, and may include clearing already undertaken on the Premises.

IN WITNESS WHEREOF, PLUM CREEK LAND COMPANY has caused this instrument to be executed on its behalf by its duly authorized undersigned representative, this ___ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PLUM CREEK LAND COMPANY

_____
Witness

By:_____
Printed Name:
Its:

STATE OF _____
County of _____, SS.

_____ ____, 20__

Then personally appeared the above-named _____, _____ of Plum Creek Land Company and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said Plum Creek Land Company.

Before me,

_____
Notary Public/Maine Attorney-at-Law
Printed Name:_____

EXHIBIT A

PROPERTY DESCRIPTION

All that lot or parcel of land located in Frenchtown Township, Piscataquis County, State of Maine, being more particularly described as follows:

Lot #____, as shown on that certain plan entitled "_____ Subdivision Within the First Roach Pond Resource Plan Area, Frenchtown Township, Piscataquis Co., ME.", prepared by Kent Associates and Deluca-Hoffman Associates, Inc., with assistance from S.W. Cole Engineering, Inc. and Pickett Land Survey, Inc., dated _____, 2001, as revised, and recorded in the Piscataquis County Registry of Deeds in Book _____, Page ____, being bounded and described as follows:

[INSERT METES AND BOUNDS DESCRIPTION]

Lot #____ is part of a subdivision approved pursuant to the Maine Land Use Regulation Commission Subdivision Permit SP 3272 which is recorded in the Piscataquis County Registry of Deeds. Use of this lot is subject to applicable conditions of that Subdivision Permit approval and of the *Concept Plan for First Roach Pond* referred to therein.

EXHIBIT B

Access and Utility Easements and Rights of Way

5. DECLARATION OF CONSERVATION COVENANTS AND DEED OF NEGATIVE EASEMENT

THIS DECLARATION OF CONSERVATION COVENANTS AND DEED OF NEGATIVE EASEMENT (the "Easement"), is made by and between **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a limited liability company organized and existing under the laws of the State of Delaware, formerly known as SDW TIMBER II, L.L.C., and having a mailing address of 999 Third Avenue, Suite 2300, Seattle, WA 98104 ("Grantor"), and **PLUM CREEK LAND COMPANY**, a corporation organized and existing under the laws of the State of Delaware, the mailing address of which is 999 Third Avenue, Suite 2300, Seattle, WA 98104 ("Grantee").

PURPOSE

The purpose of this Easement is to preserve and maintain the Protected Property forever in its present primarily undeveloped condition, to provide for protection of its natural values and continued public access for recreational purposes, reserving forestry uses and the right to conduct forest management activities to the Grantor as herein set forth, and to prevent further development of the Protected Property, all subject to the terms and conditions hereinafter described, and the terms and conditions of the Concept Plan. It is the intent of this Easement that, subject to the reserved right of the Grantor to engage in forest management activities in accordance with the terms of this Easement, the Protected Property will be forever preserved and protected in its undeveloped, scenic and natural condition, and that it be available, to the extent that Grantor wishes to manage for this purpose, for legally permitted forest management activities. It is also the intent of this Easement that the Protected Property be available for traditional recreational activities by the general public.

WHEREAS, Grantor has agreed to place the Protected Property (defined below) (including any additional land added to the Protected Property by amendment hereto) in permanent protection as a condition to approval by the Maine Land Use Regulation Commission ("LURC") of a certain Lake Concept Plan approved by LURC on January 9, 2002, (the "Lake Concept Plan," incorporated herein by reference) and related subdivisions; and

WHEREAS, the Protected Property consists of Four Hundred Ninety-Four (494) acres of land and approximately Thirteen Thousand Six Hundred Ten (13,610) linear feet of shoreline that remains in a substantially undeveloped wooded natural state; and

WHEREAS, the Protected Property is in close proximity to the Moosehead Lake region, an area of unique public interest; and

WHEREAS, certain portions of the Protected Property represent significant shoreland having natural, wildlife, open space and aesthetic values in its present state, all of great importance to the People of the State of Maine; and

WHEREAS, this Easement makes the Protected Property available to the public for traditional recreational activities consistent with the terms hereof, while allowing Grantor to continue its forest management activities on the Protected Property.

NOW THEREFORE, Grantor, for consideration paid, hereby grants and conveys to Grantee, with QUITCLAIM COVENANTS a NEGATIVE EASEMENT over and upon all that real estate located in Frenchtown Township, County of Piscataquis and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Protected Property"), such Easement consisting of the following CONSERVATION COVENANTS which shall run with and bind the Protected Property in perpetuity, and shall benefit and be appurtenant to other land conveyed by the Grantor herein to Grantee by deed dated January ___, 2002 and recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____ (the "Dominant Estate"), and also for the benefit of the public and the State of Maine (Grantee, its successors and assigns, any association(s) of owners of portions of the Dominant Estate, the public and the State of Maine are collectively referred to herein as "Benefited Parties" and individually as a "Benefited Party"):

1. SUBDIVISION AND LAND USE: The Protected Property may not be divided, subdivided, partitioned or otherwise separated into parcels or lots provided, however, that the entire Protected Property may be conveyed subject to the restrictions and easement herein contained; and further provided that any sale or other conveyance of non-shoreland portion or portions of the Protected Property to abutting landowners shall not be a violation of this prohibition against division, subdivision, partition or other separation; provided, however, that (i) all such sales or other conveyances are for the sole purpose of bringing the applicable abutting lot into compliance with applicable LURC standards regarding sewage disposal; (ii) no buildings or structures may be constructed on any land so conveyed; (iii) no such conveyance may cause any resulting lot to exceed 40,000 square feet; (iv) the aggregate land area of all such sales and/or conveyances shall not exceed 15 acres; (v) Grantor shall provide notice to LURC no less than thirty (30) days prior to any such sale or conveyance; (vi) any portion or portions of such land so sold or conveyed shall be adjacent to the backland boundary (i.e. the boundary opposite the shoreline) of the applicable lot; and (vii) this Easement shall cease to apply to any such land so sold or conveyed. Furthermore, no portion of the Protected Property may be used to permit increased density of development, under applicable zoning or other regulation, on land not subject to this Easement.

All forms of structural development, including without limitation commercial, residential, industrial, energy generation, quarrying, mining, landfill, and waste disposal activities, are prohibited on the Protected Property, except as permitted below.

Grantor, for itself, its successors and assigns, and all agents, contractors and authorized third parties, reserves all rights accruing from ownership of the Protected Property except as prohibited or restricted herein, including, without limitation, the affirmative right to conduct forest management activities on the Protected Property and to undertake and maintain uses that are allowed under the terms of this Easement, all in accordance with the terms of this Easement and all applicable legal requirements. The Grantor’s reserved rights shall include the right to place on the Protected Property temporary structures, logging and chipping equipment, vehicles and other forestry equipment, as any of such uses or structures are reasonably required to conduct forest management activities permitted hereunder. Also expressly reserved is the right to use all existing roads on the Protected Property (as shown on Exhibit B) for access by vehicle

and for utilities serving the Protected Property and other lands of the Grantor, and to grant others similar rights of access in such roads.

2. STRUCTURES: As of the date of this grant, there are no structures on the Protected Property except for boundary markers, trails, land management roads and related improvements, and public roads, all as depicted on Exhibit B. Except as otherwise permitted herein, no additional structures, temporary or permanent, are allowed on the Protected Property, except that Grantor reserves the right to locate, use, remove from or maintain on the Protected Property the following: 1) fences and boundary markers; 2) benches, walkways, nature observation blinds, public boat launches, and small, unlighted, interpretive and directional signs, provided that these structures are constructed of materials that blend in with the natural surroundings; and 3) rustic campsites and temporary tents for non-commercial camping.

3. SURFACE ALTERATIONS: As of the date of this grant, there are no surface alterations except land management roads and other structures described in Section 2 above located as depicted on Exhibit B. No filling, drilling, excavation or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography, surface or subsurface waters are allowed on the Protected Property, except that Grantor reserves the right to: 1) establish and maintain public footpaths in a manner and location that minimizes disturbance to wetlands and siltation of adjacent water bodies; 2) undertake forest management activities as authorized in this Easement; 3) excavate small, select portions of the Protected Property for ecological studies or archeological purposes, subject to the prior written approval of LURC, which may be granted only if such activities will be conducted according to generally accepted professional practices and standards and in a manner consistent with the conservation purposes of this grant; and 4) maintain existing roads and structures and to improve the same in compliance with applicable regulations. Without limitation of the other restrictions and prohibitions herein, no new roads may be constructed or installed within the Protected Property, except with LURC's prior written approval; provided, however, that LURC's prior written approval shall not be required to construct, maintain and/or repair those new roads authorized by the LURC pursuant to its approval of the Lake Concept Plan and related subdivision applications. The prohibition on new roads in this paragraph includes without limitation land management roads, but does not include winter haul roads, or skid roads or trails used for forwarding logs to roads or landings located outside the Protected Property or to existing roads shown on Exhibit B.

4. FOREST MANAGEMENT ACTIVITIES: No standing timber may be cut or removed from the Protected Property except as is necessary to (i) the accomplishment of the conservation, habitat management, or non-commercial outdoor recreational uses of the Protected Property or (ii) Grantor's conduct of forest management activities in accordance with the terms of this Easement, all applicable legal requirements and the Lake Concept Plan. In the event of any conflict between applicable legal requirements, the Lake Concept Plan during the term thereof, and the terms of this Easement, the most restrictive standard shall apply.

5. ECOLOGICAL AND WATER QUALITY PROTECTION: In order to assure the preservation of the high quality natural, scenic, open space and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Discharges of treated or untreated wastewater into surface waters on or about the Protected Property is prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous or toxic waste material on the Protected Property, except that organic compost, blowdowns, and organic and routine by-products of on-site forest management activities may be used or disposed of on the Protected Property in a manner consistent with the conservation purposes of this Easement, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, all subject to all applicable legal requirements. Recreational users of the Protected Property will be instructed to carry out their trash as part of any rules published by Grantor.

C. The use of herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances must be controlled and used only for permitted uses herein, including forest management activities, provided that all such uses shall comply with applicable legal requirements.

6. PUBLIC RECREATIONAL EASEMENT: The public shall have the right to enter upon the Protected Property for all traditional recreational activities, subject to the reserved right of Grantor (upon reasonable opportunity to comment by LURC, except in the case of an emergency) to establish reasonable rules, regulations and restrictions on public use for the safety of the public, and the conservation and protection of the Protected Property and reserved uses of the Grantor hereunder. Subject to the above, Grantor agrees to take no action to prohibit or discourage traditional recreational activities by the public on the Protected Property. Subject as aforesaid, Grantor's reserved right to make reasonable rules and regulations shall include the right, without limitation, to control, limit or prohibit, at any specified locations within the Protected Property, by posting and other reasonable means, any of the following: night use, camping, loud activities, open fires, use of motor vehicles other than on public roads, access by domesticated animals or pets or bicycles, if Grantor reasonably determines that any such activities interfere with the purposes of this Easement or the reserved uses of the Protected Property by Grantor.

Grantor, all Benefited Parties, and LURC claim all of the rights and immunities against liability to the fullest extent of the law under Title 14 M.R.S.A., Section 159-A, et seq. as amended and any successor provisions thereof, (Maine Recreational Use Statute), and Title 14 M.R.S.A. Section 8101, et seq. as amended and any successor provisions thereof, (the Maine Tort Claims Act), and under any other applicable provision of law.

7. DEFINITIONS

Normal High Watermark: The term "normal high watermark" means that line which is evident from visible markings, changes in the character of soils due to the prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such character that the high watermark cannot be easily determined (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Setbacks from the normal high watermark will be determined by horizontal measurement to the nearest point of the structure or activity.

Traditional Recreational Activities: The term “traditional recreational activities” means non-motorized public recreational activities, including fishing, hiking, hunting, wildlife study and photography, picnicking, trapping, horseback riding, tent and shelter camping except in areas prohibited by Grantor, canoe portaging, cross country skiing, snowshoeing, wild crop harvesting and other, similar public uses that are non-intensive, non-structural, non-destructive and non-motorized; provided, however, that snowmobiles and ATVs on trails designated for this purpose shall be permitted in connection with such uses, except in areas prohibited by Grantor.

Forest Management Activities: The term “forest management activities” means timber cruising and other forest resource evaluation activities, pesticide and 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 or creation of land management roads nor the application or storage of septage, sludge or other residuals. Forest management activities permitted hereunder shall be subject to the restrictions on such activities set forth in the Lake Concept Plan, as the same may be amended from time to time.

Timber Harvesting: The term "timber harvesting" means the cutting and removal of trees from their growing site, and the attendant operation of mobile skid trails, skid roads, and winter haul roads, but not the construction or creation of land management roads.

8. NOTICES: Any notices or requests for the consent of LURC, required or contemplated hereunder, must include, at a minimum, sufficient information to enable LURC to determine whether proposed plans are consistent with the terms of this Easement and the conversation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor	President Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue Suite 2300 Seattle, WA 98104
To LURC:	Director Maine Land Use Regulation Commission State House Station #22 Augusta, ME 04333

or to such other authorized person as any party may from time to time designate by written notice to the others, subject to the irrevocable appointment of the Maine Land Use Regulation Commission as Benefited Parties' agent, pursuant to Section 12, below.

9. COSTS AND TAXES, RESPONSIBILITY: Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed and to avoid the imposition of any liens that may affect the rights hereunder of Grantee, any Benefited Party, or LURC.

Grantor acknowledges that neither Grantee, LURC nor any Benefited Party has any 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 hold harmless the Grantee, LURC and all Benefited Parties 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.

10. BENEFITED PARTIES' AFFIRMATIVE RIGHTS:

A. All Benefited Parties, jointly and severally, and LURC have the right to enforce this 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 Easement, and to require the restoration of any area or feature damaged by such inconsistent activity to a condition in compliance herewith. Any Benefited Party(ies) (or LURC) exercising such rights shall provide Grantor with thirty (30) days prior notice of and reasonable opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay. Neither LURC nor any Benefited Party may 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, 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, pursuant to an action brought and maintained by LURC, a Court (or other decision maker chosen by mutual consent of the parties) determines that this Easement has been breached, Grantor will reimburse LURC 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. No other party is entitled to such costs of enforcement. No party is entitled to punitive, consequential or incidental damages.

B. All Benefited Parties, jointly and severally, have the right to enter the Protected Property for inspection and enforcement purposes, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof and Grantor’s reserved rights, and subject to any rules and regulations affecting the Protected Property established by Grantor. LURC has the right to enter the Protected Property for inspection and enforcement purposes, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof and Grantor’s reserved rights.

11. GENERAL PROVISIONS

A. Enforcement of the terms of this Easement shall be at the sole discretion of the Benefited Parties and LURC. The failure or delay of LURC or of any Benefited Party, for any reason whatsoever, to enforce this Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription or estoppel (but not defenses of res judicata). 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 Protected Property.

B. Grantor agrees to notify LURC at least thirty (30) days prior to any transfer of its interest in the Protected Property. A party's rights and obligations under this 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 transfer.

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

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

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

F. Notwithstanding anything in this Easement to the contrary, any rights reserved by Grantor hereunder, and any actions taken by Grantor with respect to the Protected Property, shall be carried out in accordance with all applicable legal requirements.

12. AMENDMENT

Each Benefited Party herein, jointly and severally, irrevocably appoints the Maine Land Use Regulation Commission as its duly authorized representative and agent for the purposes of negotiating and executing any amendments, modifications, supplements, or any other alterations to and of this instrument, and no such amendment, modification, supplement or other alteration shall be effective unless in writing and executed by Grantor and by LURC, and each and every Benefited Party, jointly and severally (and on behalf of its successors, heirs and/or assigns), waives any objection to the same. This appointment shall be binding upon all owners and/or holders of any interest in any portion of the Dominant Estate, and their respective successors, heirs and assigns. This Easement may only be amended to the extent that all changes are consistent and in compliance with the Concept Plan. Any amendment hereto shall not be effective until recorded in the applicable Registry of Deeds.

IN WITNESS WHEREOF, Grantor has caused this 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 January, 2002.

Signed, Sealed and Delivered
in the presence of:

WITNESS	GRANTOR: PLUM CREEK MAINE TIMBERLANDS, L.L.C.
_____	By: _____ Printed Name: Rick R. Holley Its: President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this ____ day of January, 2002, 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: _____

NOTE: ***IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING DEEDED INTERESTS IN THE PROTECTED PROPERTY, STATE LAW REQUIRES THE OWNERS OF THESE INTERESTS TO CONSENT TO THIS EASEMENT OR BE UNAFFECTED BY IT.***

Exhibit A

All that land located in Frenchtown Township, Piscataquis County and State of Maine designated as "Conservation Covenant" on "Concept Plan Map 11" contained in the Concept Plan for First Roach Pond approved by the Maine Land Use Regulation Commission on January 9, 2002, and as more specifically depicted on applicable surveys, plans and plats approved, now or in the future, by the Maine Land Use Regulation Commission.

Exhibit B

Refer to Map 11, Part IV, depicting the Protected Property and showing approximate locations of features identified in the text of the Easement.

6. CONSERVATION EASEMENT

KNOW ALL 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 2300, Seattle, WA 98104, (hereinafter referred to as the "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor and its successors and assigns and any future owners or successors in interest to the Protected Property, and their agents, executors, administrators and legal representatives) GRANT(s) to **THE STATE OF MAINE** acting by and through the Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station, Augusta, ME 04333 (hereinafter referred to as the "HOLDER," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and/or assigns), with QUITCLAIM COVENANT, in perpetuity, the following described Conservation Easement on land located in Frenchtown Township, Piscataquis County, Maine, hereinafter referred to as the PROTECTED PROPERTY, and described on Exhibit A, attached hereto, and on Map 11 (Exhibit B), both made a part hereof by reference;

PURPOSE

The purpose of this Conservation Easement is to preserve and maintain the Protected Property forever in its present primarily undeveloped condition, to provide for protection of its natural values and continued public access for recreational purposes, reserving forestry uses and the right to conduct forest management activities to the Grantor as herein set forth, and to prevent further development of the Protected Property, all subject to the terms and conditions hereinafter described. It is the intent of this Conservation Easement that, subject to the reserved right of the Grantor to engage in forest management activities in accordance with the terms of this Easement, the Protected Property will be forever preserved and protected in its undeveloped, scenic and natural condition, and that it be available, to the extent that Grantor wishes to manage for this purpose, for legally permitted forest management activities. It is also the intent of this Easement that the Protected Property be available for traditional recreational activities by the general public.

WHEREAS, Grantor has agreed to place the Protected Property (including any additional land added to the Protected Property by amendment hereto) and certain additional properties (such additional properties and the protection measures placed thereon being more particularly described in the Lake Concept Plan, defined below) near and along First Roach Pond in said Frenchtown Township in permanent protection as a condition to approval by the Maine Land Use Regulation Commission ('LURC") of a certain Lake Concept Plan dated _____ , 200__, and approved by LURC on January 9, 2002, (the "Lake Concept Plan," incorporated herein by reference) and related subdivisions; and

WHEREAS, the Protected Property consists of Five Hundred Twenty-Five (525) acres and approximately Thirty-Eight Thousand Nine Hundred Eighty (38,980) linear feet of shoreline that remains in a substantially undeveloped, wooded natural state; and

WHEREAS, the Protected Property is in close proximity to the Moosehead Lake region, an area of unique public interest; and

WHEREAS, this Conservation Easement makes the Protected Property available to the public for traditional recreational activities consistent with the terms hereof, while allowing Grantor to continue its forest management activities on the Protected Property; and

WHEREAS, the Protected Property represents significant shoreland having natural, wildlife, open space and aesthetic values in its present state, all of great importance to the People of the State of Maine; and

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

TERMS, COVENANTS AND RESTRICTIONS

1. SUBDIVISION AND LAND USE

The Protected Property may not be divided, subdivided, partitioned or otherwise separated into parcels or lots provided, however, that the entire Property may be conveyed subject to the restrictions and easement herein contained**.** Furthermore, no portion of the Protected Property may be used to permit increased density of development under applicable zoning or other regulation, on land not subject to this Conservation Easement.

All forms of structural development**,** including without limitation commercial, residential, industrial, energy generation, quarrying, mining, landfill, and waste disposal activities, are prohibited on the Protected Property, except as permitted below.

Grantor, for itself, its successors and assigns, and all agents, contractors and authorized third parties, reserves all rights accruing from ownership of the Protected Property except as prohibited or restricted herein, including, without limitation, the affirmative right to conduct forest management activities on the Protected Property and to undertake and maintain uses that are allowed under the terms of this Easement, all in accordance with the terms of this Easement and all applicable legal requirements. The Grantor's reserved rights shall include the right to place on the Protected Property temporary structures, logging and chipping equipment, vehicles and other forestry equipment, as any of such uses or structures are reasonably required to conduct forest management activities permitted hereunder. Also expressly reserved is the right to use all existing roads on the Protected Property (as shown on Exhibit B) for access by vehicle and for utilities serving the Protected Property and other lands of the Grantor.

2. STRUCTURES

As of the date of this grant, there are no structures on the Protected Property except for boundary markers, trails, land management roads and related improvements, and public roads, all as depicted on Exhibit B. Except as otherwise permitted herein, no additional structures, temporary or permanent, are allowed on the Protected Property, except that Grantor reserves the right to locate, use, remove from or maintain on the Protected Property the following: 1) fences and boundary markers; 2) benches, walkways, nature observation blinds, public boat launches, and small, unlighted, interpretive and directional signs, provided that these structures are

constructed of materials that blend in with the natural surroundings; and 3) rustic campsites and temporary tents for non-commercial camping.

3. SURFACE ALTERATIONS

As of the date of this grant, there are no surface alterations except land management roads and other structures described in Section 2 above located as depicted in Exhibit B. No filling, drilling, excavation or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography, surface or subsurface waters are allowed on the Protected Property, except that Grantor reserves the right to: 1) establish and maintain public footpaths in a manner and location that minimizes disturbance to wetlands and siltation of adjacent water bodies; 2) undertake forest management activities as authorized in this Easement, 3) excavate small, select portions of the Protected Property for ecological studies or archeological purposes, subject to the prior written approval of Holder, which may be granted only if such activities will be conducted according to generally accepted professional practices and standards and in a manner consistent with the conservation purposes of this grant; and 4) maintain existing roads and structures and to improve the same in compliance with applicable regulations. Without limitation of the other restrictions and prohibitions herein, no new roads may be constructed or installed within the Protected Property, except with the Holder's prior written approval. The prohibition on new roads in this paragraph includes without limitation land management roads and winter haul roads, but does not include skid roads or trails used for forwarding logs to roads or landings located outside the Protected Property or to existing roads shown on Exhibit B.

4. FOREST MANAGEMENT ACTIVITIES

No standing timber may be cut or removed from the Protected Property except as is necessary to (i) the accomplishment of the conservation, habitat management, or non-commercial outdoor recreational uses of the Protected Property or (ii) Grantor's conduct of forest management activities in accordance with the terms of this Easement, all applicable legal requirements and the Lake Concept Plan. In the event of any conflict between applicable legal requirements, the Lake Concept Plan during the term thereof, and the terms of this Easement, the most restrictive standard shall apply.

5. ECOLOGICAL AND WATER QUALITY PROTECTION

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

A. Discharges of treated or untreated wastewater into surface waters on or about the Protected Property is prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous or toxic waste material on the Protected Property, except that organic compost, blowdowns, and organic and routine by-products of on-site forest management activities may be used or disposed of on the Protected Property in a manner consistent with the conservation purposes of this Easement, and other waste generated by allowed uses on the Protected Property may be stored temporarily in

appropriate containment for removal at reasonable intervals, all subject to all applicable legal requirements. Recreational users of the Protected Property will be instructed to carry out their trash as part of any rules published by Grantor.

C. The use of herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances must be controlled and used only for permitted uses herein, including forest management activities, provided that all such uses shall comply with applicable legal requirements.

6. PUBLIC RECREATIONAL EASEMENT

The public shall have the right to enter upon the Protected Property for all traditional recreational activities, subject to the reserved right of Grantor (upon reasonable opportunity to comment by Holder, except in the case of an emergency) to establish reasonable rules, regulations and restrictions on public use for the safety of the public, and the conservation and protection of the Protected Property and reserved uses of the Grantor hereunder. Subject to the above, Grantor agrees to take no action to prohibit or discourage traditional recreational activities by the public on the Protected Property. Subject as aforesaid, Grantor's reserved right to make reasonable rules and regulations shall include the right, without limitation, to control, limit or prohibit, at any specified locations within the Protected Property, by posting and other reasonable means, any of the following: night use, camping, loud activities, open fires, use of motor vehicles other than on public roads, access by domesticated animals or pets or bicycles, if Grantor reasonably determines that any such activities interfere with the purposes of this Easement or the reserved uses of the Protected Property by Grantor.

Grantor and Holder claim all of the rights and immunities against liability to the fullest extent of the law under Title 14 M.R.S.A., Section 159-A, et seq. as amended and any successor provisions thereof, (Maine Recreational Use Statute), and Title 14 M.R.S.A. Section 8101, et seq. as amended and any successor provisions thereof, (the Maine Tort Claims Act), and under any other applicable provision of law.

7. DEFINITIONS

Normal High Watermark: The term "normal high watermark" means that line which is evident from visible markings, changes in the character of soils due to the prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such character that the high watermark cannot be easily determined (rockslides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Setbacks from the normal high watermark will be determined by horizontal measurement to the nearest point of the structure or activity.

Traditional Recreational Activities: The term "traditional recreational activities" means non-motorized public recreational activities, including fishing, hiking, hunting, wildlife study and photography, picnicking, trapping, horseback riding, tent and shelter camping except in areas prohibited by Grantor, canoe portaging, cross country skiing, snowshoeing, wild crop harvesting and other, similar public uses that are non-intensive, non-structural, non-destructive and non-motorized; provided, however, that snowmobiles and ATVs on trails designated for this purpose shall be permitted in connection with such uses, except in areas prohibited by Grantor.

Forest Management Activities: The term “forest management activities” means timber cruising and other forest resource evaluation activities, pesticide and 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 or creation of land management roads nor the application or storage of septage, sludge or other residuals. Forest management activities permitted hereunder shall be subject to the restrictions on such activities set forth in the Lake Concept Plan, as the same may be amended from time to time.

Timber Harvesting: The term "timber harvesting" means the cutting and removal of trees from their growing site, and the attendant operation of mobile skid trails and skid roads, but not the construction or creation of land management roads or winter haul roads without the written permission of Holder.

8. NOTICES

Any notices or requests for the consent 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 conversation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor	President Plum Creek Maine Timberlands, L.L.C. 999 Third Avenue Suite 2300 Seattle, WA 98104
To Holder:	Director Maine Bureau of Parks and Lands State House Station #22 Augusta, ME 04333
With a copy to:	Director Maine Land Use Regulation Commission State House Station #22 Augusta, ME 04333

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

9. COSTS AND TAXES, RESPONSIBILITY

Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed and to avoid the imposition of any liens that may affect Holder's rights hereunder.

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 hold harmless the Holder 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.

10. HOLDER'S AFFIRMATIVE RIGHTS

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of any area or feature damaged by such inconsistent activity to a condition in compliance herewith. Holder shall provide Grantor with thirty (30) days prior notice of and reasonable 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, 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 this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision maker. No party is entitled to punitive, consequential or incidental damages.

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof and Grantor’s reserved rights.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER MAINE LAW

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

B. The Holder is qualified to hold conservation easements pursuant to Title 33, M.R.S.A., 1988, §476(2)(A), as amended.

C. This Conservation Easement is assignable by Holder upon thirty (30) days prior written notice to Grantor, and only to an entity that satisfies the requirements of §476(2) of Title 33 of the Maine Revised Statutes Annotated (1989), as amended (or successor provisions thereof), and that agrees, as a condition of transfer, to uphold the conservation purposes of this grant.

D. Grantor agrees to notify Holder prior to undertaking any activity, other than exercising any expressly reserved right herein, that may have a material adverse effect on the conservation purposes of this grant.

E. Grantor has provided an inventory in a form reasonably acceptable to Holder of the present condition of the Protected Property and its natural resources so as to permit Holder to

monitor properly future uses of the Property and assure compliance with the terms hereof (the "Baseline Data").

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

G. This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, which may be accomplished only by court order or eminent domain proceeding, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the Protected Property, according to Holder's proportional interest in the Protected Property as of the date of this grant and will not include value attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

H. Notwithstanding anything in this Easement to the contrary, any rights reserved by Grantor hereunder, and any actions taken by Grantor with respect to the Protected Property, shall be carried out in accordance with all applicable legal requirements.

12. GENERAL PROVISIONS

A. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of the Holder. The failure or delay of the Holder, 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. 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 Protected Property.

B. Grantor agrees to notify Holder at least thirty (30) days prior to any transfer of its interest in the Protected Property. A party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

C. Grantor and Holder have the right to amend this Conservation Easement to the extent that changes are not inconsistent with the purpose of this grant, by written and recorded agreement of the Grantor and Holder.

D. 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.

E. 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 purposes stated herein.

IN WITNESS WHEREOF, 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 January, 2002.

Signed, Sealed and Delivered
in the presence of:

WITNESS

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

_____

By: _____
Printed Name: Rick R. Holley
Its: President

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ___ day of January, 2002, 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 STATE OF MAINE** acting by and thought the Department of Conservation, Bureau of Parks and Lands, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through _____, its _____, hereunto duly authorized, this _____ day of _____, 2002.

HOLDER:

THE STATE OF MAINE acting by and through the Department of Conservation, Bureau of Parks and Lands

By:_____
Its: _____

State of Maine
County of Kennebec, ss _____, 2002

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: _____

NOTE: ***IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING DEEDED INTERESTS IN THE PROTECTED PROPERTY, STATE LAW REQUIRES THE OWNERS OF THESE INTERESTS TO CONSENT TO THIS EASEMENT OR BE UNAFFECTED BY IT.***

Exhibit A (A metes and bounds description of the Protected Property)

Three parcels or lots of land located in Frenchtown Township, Piscataquis County and State of Maine, being bounded and described as follows:

Parcel One:

A strip of land five hundred (500) feet wide, following the mean high water mark of the so-called North Inlet of First Roach Pond and extending 500 feet inland therefrom, beginning at a point on the western shore of said North Inlet, said point being North 42° 40' 28" West of the northeastern corner of Lot 1 as depicted on that certain subdivision plan entitled "Peninsula Subdivision Within the First Roach Pond Resource Plan Area, Frenchtown Township, Piscataquis County, ME., Exhibit G, Subdivision Plan -- West" prepared by Kent Associates and Deluca-Hoffman Associates, Inc., with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc., dated August 2001, as revised, recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____, and approved by the Maine Land Use Regulation Commission on January 9, 2002, and extending 500 feet inland therefrom; said 500-foot strip thence running along said high water mark in a northerly direction (being bounded by said high water mark on the east); thence turning and following said high water mark in an easterly and southeasterly direction (being bounded by said high water mark on the south); thence turning southwesterly and continuing along said high water mark (being bounded by said high water mark on the west); thence turning westerly and continuing along said high water mark (being bounded by said high water mark on the northeast, north and northwest) and also being bounded on the southwest by the northeast side of a certain road built, or to be built, as depicted on the aforesaid plan recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____, and also being bounded on the southwest by the northeasterly side of Lot 1 as depicted on said plan. The above-described land does not include any title or interest in said road. Said Parcel One containing approximately 187 acres of land, and approximately 17,080 linear feet of shoreline.

Parcel Two:

A strip of land, five hundred (500) feet wide, following the mean high water mark of the easterly shore of First Roach Pond and extending 500 feet inland therefrom, beginning at the southeasterly boundary of Lot 7, as depicted on that certain subdivision plan entitled "Peninsula Subdivision Within the First Roach Pond Resource Plan Area, Frenchtown Township, Piscataquis County, ME., - Exhibit G, Subdivision Plan - East" prepared by Kent Associates and Deluca-Hoffman Associates, Inc., with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc., dated August 2001, as revised, recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____, and approved by the Maine Land Use Regulation Commission on January 9, 2002; thence running along said high water mark in a southeasterly direction (being bounded by said high water mark on the west) to the inlet stream at the southeast end of said First Roach Pond; thence crossing said inlet stream, and continuing along said high water mark in a generally northwesterly direction (being bounded by said high water mark on the northeast) to land now or formerly of the State of Maine. Said Parcel Two containing approximately 248 acres of land, and approximately 18,500 linear feet of shoreline.

Parcel Three:

All that land located on the western portion of the south shore of First Roach Pond being bounded on the north by said First Roach Pond, on the east by an unnamed stream and the westerly boundary of a parcel of land depicted as "Deed Restriction" and as containing "Wetland 'B'" on that certain subdivision plan entitled "South Shore West Subdivision Within the First Roach Pond Resource Plan Area, Frenchtown Township, Piscataquis Co., ME." prepared by Kent Associates and Deluca-Hoffman Associates, Inc., with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc., dated August 2001, as revised, recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____, and approved by the Maine Land Use Regulation Commission on January 9, 2002; on the south by the northerly side of County Road, so-called; and on the west by Lagoon Brook, so-called. Said Parcel Three containing approximately 90 acres of land, and approximately 3,400 linear feet of shoreline.

The above-described parcels being all that land depicted as "Conservation Easement" on that certain map entitled "Concept Plan Map 11" contained in that certain Concept Plan for First Roach Pond approved by the Maine Land Use Regulation Commission on January 9, 2002.

Exhibit B

Refer to Map 11, Part IV, depicting the Protected Property and showing approximate locations of features identified in the text of the Easement.

7. HOMEOWNERS ASSOCIATION GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS of the FIRST ROACH POND _____ HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this ___ day of January, 2002, by Plum Creek Land Company (herein called "Declarant").

1. DECLARATION PURPOSES.

1.1 General Purposes. Declarant is the Owner of certain real property located at or in Frenchtown Township, Piscataquis County, Maine known as the _____ Subdivision, (hereinafter, the "Subdivision"), and desires to create therein a rural residential/recreational community. Declarant desires to provide for the perpetual maintenance of the private roads as specifically delineated herein to, from and within the Subdivision, to provide for the perpetual maintenance of common areas within the Subdivision, and to protect the Subdivision from any commercial development.

1.2 Declaration. To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter described in Article 3 as the "Properties," whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

2. DEFINITIONS. The following words and terms, when used in this Declaration (unless the context indicates otherwise), shall have the following meaning:

2.1 "Association" means the First Roach Pond _____ Homeowners Association, a Maine non-profit corporation with a place of business in Piscataquis County, Maine.

2.2 "Board" or "Board of Directors" means the duly elected Board of Directors of the Association.

2.3 "Common Area" means all interests in real property (including any improvements thereto) held by the Association for the common use of its members.

2.4 "Concept Plan" means that certain Concept Plan for First Roach Pond approved by the Maine Land Use Regulation Commission on January 9, 2002, as the same may be amended from time to time.

2.5 "Lot" means and refers to the individual Lots indicated on the Plans (as hereinafter defined) and shall include any buildings located thereon.

2.6 "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot situated upon the Properties, but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.7 "Plans" means those plans and any amendments thereto (as more particularly described in Section 3.1, below) which show the Lots in the Subdivision.

2.8 "Properties" means and refers to all such existing properties, and additions thereto, as are subject to this Declaration.

2.9 "Roads" means and refers to all private roads and proposed private roads providing access to and within the Subdivision; provided, however, that the term “Roads” shall not include private driveways providing access to individual Lots.

3. PROPERTIES.

3.1 Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Frenchtown Township, Piscataquis County, State of Maine, and is depicted on that certain Plan entitled "_____ Subdivision Within the First Roach Pond Resource Plan Area, Frenchtown Township, Piscataquis Co., ME." prepared by Kent Associates and Deluca-Hofman Associates, Inc., with assistance from S.W. Cole Engineering, Inc. and Pickett Land Survey, Inc., dated August 2001, as revised, and recorded in the Piscataquis County Registry of Deeds in Book ____, Page _____.

4. RESTRICTIVE COVENANTS. The following restrictive covenants shall apply to all Lots:

4.1 Single Family. Lots within this Subdivision may only be used for single family residential housing, or for single family seasonal camping. Only one single family dwelling shall be permitted on each Lot.

4.2 Commercial Use. No commercial or business use, whether for profit or non-profit, may be made of a Lot or any structures thereon, except that rental of Lots is allowed for single family housing or for single family seasonal camping. No home occupations that display goods or generate traffic shall be permitted on any Lot.

4.3 Signs. No signs or advertisements, other than "for sale" signs and signs identifying a cabin or residence may be erected or permitted on any Lot. No sign permitted hereunder, whether on buildings or posts, or nailed to trees, may exceed 12" X 24" if such sign is visible from First Roach Pond or from any road used in common with other Lot Owners. All signs permitted hereunder must comply with the sign standards as set forth in the Concept Plan.

4.4 Limited Right of Way. Use of the Roads over which Lot Owners have been granted a right-of-way or easement is for the sole and express purpose of ingress and egress by

Owners and their invitees. Such Limited Rights of Way shall be appurtenant to and run with the Lots.

4.5 Weather Tight Buildings. All buildings must be maintained in a weather tight condition.

4.6 Building Permits. No building or other construction may be undertaken on any Lot without first obtaining an approved Building Permit from the Maine Land Use Regulation Commission, in accordance with 12 M.R.S.A. §§ 681 through 689, or any subsequent regulatory body having jurisdictional authority.

4.7 Set Backs. All structures must be set back a minimum of 100 feet from the normal high water mark of all waterbodies, a minimum of 50 feet from all access roads and rights-of-way, and a minimum of 20 feet from all other property boundary lines, and as further restricted under the Concept Plan. No utility lines are allowed within this setback area.

4.8 Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Properties, Declarant, or, after transfer of control pursuant to paragraph 5.3 hereof, the Board of Directors, may from time to time adopt, modify, and/or revoke in whole or in part, such reasonable rules, and regulations, to be called "Rules and Regulations", governing the conduct of persons on the Properties as it may deem necessary or desirable, including, but not limited to methods and procedures for enforcing compliance with the Declaration. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each Owner and the Association and shall be binding upon all Owners.

4.9 Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, shack, single or double wide mobile home, lean-to, garage, bunkhouse or other outbuilding may be used at any time as a residence or other habitation.

4.10 Siding and Roofing Materials. All new or replacement exterior roofing materials shall be of non-combustible material and shall be a dark, natural-looking color; black, brown, and charcoal gray are preferred. All exterior materials, including window frames, trim, chimneys, and screen doors, shall be unobtrusive in color and texture and shall not be reflective. Natural, earth tones are preferred.

4.11 Exterior Lighting. Exterior lights facing the shore are not allowed. Other exterior lights shall be equipped with full cut-off featuers and shall be shaded to prevent glare beyond the Lot. Spotlights are prohibited.

4.12 Nuisances. No noxious or offensive activities or nuisances shall be permitted or carried on upon any Lot. “Noxious or offensive activities” shall include any activity or behavior which is inconsistent with both the reasonable pleasurable use of the Properties by neighboring Lot Owners and their guests and their reasonable expectations of quiet enjoyment of their Lot, free from excessively noisy behavior, significantly loud electronic music or other audio distractions, or other similar behavior or activity.

4.13 Property Maintenance. All Lots and all buildings and improvements on the Lots and Properties shall be kept and maintained by the Owner of such Lot in a neat, clean, safe,

attractive, and sightly condition and in good repair. No Lot, or portion thereof, may be used or maintained as a dumping site for rubbish or other refuse. Trash, garbage and other waste shall be kept in proper, sanitary containers. All trash, garbage and other waste shall be removed regularly in a timely manner and shall be transported off-site to the Lily Bay/Frenchtown solid waste transfer station, or otherwise disposed of off-site in accordance with applicable laws and regulations.

4.14 Sewage Disposal and Water Supply Systems. No sewage disposal system (including, without limitation, septic tanks) or water supply system (including, without limitation, wells) may serve, or be shared by, more than one Lot. Any sewage disposal system and/or water supply system installed and/or maintained on any Lot must comply with applicable laws and regulations.

4.15 Maximum Height. No structure may exceed in height the greater of (i) 25 feet above ground level; or (ii) the height of any screening vegetation.

4.16 Chimneys. All new or replacement chimneys must be of brick or tile construction or stove pipe, and shall be installed and maintained under the applicable building and fire codes.

4.17 Clearing. Clearing of vegetation for paved and graveled driveways, parking areas, and structures and the creation of impervious surfaces shall be limited so as to minimize phosphorus export. For areas located between 100 feet and 250 feet from the normal high water mark of First Roach Pond, the extent of impervious surface shall be no more than 10,000 square feet. No more than 20% of any Lot may be cleared in any ten (10) year period. Clearing on all Lots shall meet or exceed the standards for clearing as set forth in the Concept Plan.

4.18 Property Lines. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon, and no fences, hedges, or walls shall be permitted in the 20 foot property line setback area.

4.19 Accessory Outbuildings. The total, aggregate footprint of all accessory buildings on any one Lot may not exceed 600 square feet and no accessory building shall exceed 15 feet in height. The footprint of an accessory building shall be determined by calculating the square footage of the area contained within the external dimensions of such building.

4.20 Walking Trails. Shorefront Lot Owners may create walking trails upon their Lots, provided that any such trails located within the 100-foot shore buffer area do not exceed 3 feet in width, and further provided that the topsoil is not disturbed in creating such trails, and no part of the trail has a sustained grade of over 10%. All walking trails permitted hereunder must also comply with the clearing standards as set forth in the Concept Plan.

4.21 Docks. No permanent docks may be built on any Lot; provided, however, that temporary seasonal docks shall be permitted in accordance with applicable state and local laws, rules and regulations.

4.22 Common Areas. Common Areas shall be left in their natural state in perpetuity subject to the provisions of Paragraph 6 herein, Common Area shall remain in their natural state and as open space (as that term is defined in 36 M.R.S.A. § 1102(6)), and shall not be further

developed, divided or partitioned. In connection therewith, clearing on the Common Areas shall be limited so as to preserve the scenic resources thereof, subject to, and in accordance with, the Concept Plan; provided, however, that the Association may take such actions as are necessary to maintain the Common Areas in a manner to promote public health and safety.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

5.1 Membership. Prior to the conveyance of any Lots by Declarant to Lot Owners, Declarant shall cause the Association to be formed. Every Owner shall be a member of the Association, provided that any person or entity who holds an interest in any Lot merely as a security for the performance of an obligation shall not be a member**.**

5.2 Voting Rights. Each Lot shall entitle its Owner(s) to one (1) vote. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be members, and the single vote for such Lot shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such Lot. Declarant shall also have one vote for every Lot Declarant owns.

5.3 Declarant Control. Notwithstanding the foregoing, Declarant shall have the right to appoint, remove and replace the directors of the Board until the first meeting of members following the conveyance of 50% of the Lots. Declarant shall call a meeting within 120 days of such conveyance.

6. MAINTENANCE OF ROADS AND SIGNS.

6.1 Roads. The Association shall, for the common benefit of the Owners, maintain the Roads. Unless otherwise voted by members of the Association in an Amendment pursuant to Article 8, the Roads shall be maintained in accordance with the standards contained in paragraph 6.1.1 below. The Association will not be responsible for any plowing of the Roads unless and until the Association expressly assumes that obligation pursuant to an Amendment to this Declaration as provided in Article 8. Declarant shall not be responsible for maintenance of Roads, including any plowing of the Roads.

6.1.1 Road Maintenance Standards.

(a) The Association will maintain Roads such that the Roads are kept open and free of debris during all snow free times for the safe passage of vehicles.

(b) The Association will ensure that all culverts and cross drainages are kept open and free of debris such that the passage of water is unrestricted. The Association will ensure that all damage to culverts or cross drainages are repaired promptly. The foregoing notwithstanding, in the event the Roads are used by Declarant in its commercial timber harvesting operations, Declarant shall be responsible at its expense to repair any damage caused to the Roads as the result of such timber operations.

6.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby and in the deeds to Owners shall be subject to the rights of Declarant, its successors and assigns as herein reserved, as reserved in the deeds to Owners, and as set forth in the Concept Plan.

6.3 Rights Reserved by the Declarant. Declarant, for itself, its successors and assigns, reserves for the benefit of Declarant or any properties of Declarant or any successor or assign of Declarant, which need not include the Properties, the following rights in any properties transferred to the Association or the Owners:

(a) Unless expressly waived by Declarant, Declarant reserves exclusively unto itself, its successors and assigns, a perpetual (notwithstanding paragraph 9.1), alienable and releasable utility easement and right in, on, over and under the Roads and Common Areas.

(b) Declarant reserves, for the benefit of Declarant, its successors, assigns, employees and licensees an easement for the unobstructed use at all times of all Roads and Common Areas for all lawful purposes, including without limitation for all usual commercial forest and land management activities.

6.4 No Affirmative Obligation Unless Stated. Any reservation or right of Declarant which is stated in or implied from these covenants shall not give rise to any affirmative obligation or duty on the part of Declarant unless expressly stated in these covenants.

7. COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1 Assessments By Declarant and The Association.

7.1.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay the Association, following such conveyance, assessments and charges as provided herein. All such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided. All such assessments and charges, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land or dwelling with respect to which such assessments and charges are made and shall be a lien against such land or dwelling. Each such assessment and charge, together with the interest thereon and costs of collection thereof, also shall be the personal obligation of the member who is the Owner of such assessed Lot at the time when the assessment fell due.

7.1.2 Purpose of the Assessment. The assessments may be levied against the Lots for the purpose of establishing the necessary reserves and for raising funds in order to provide for maintenance of all Roads and Common Areas within the Subdivision, subject to the provisions of Paragraph 7.1.3 below.

7.1.3 Computation of Operating Budget and Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of maintaining the Roads and Common Areas during the coming year; provided, however, that the Declarant will establish three or more “blocks” comprised of specific Lots within the Subdivision based upon Roads appurtenant to or within such block and the assessments to be levied shall be determined, in part, on the amount of road maintenance, if any, required by any such block. Any Lot that does not have the benefit of Roads appurtenant to or through such block shall not bear any cost of road maintenance. The Board shall cause the budget and the proposed assessments to be levied against each Lot for the following year, to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and

assessments shall be deemed ratified and approved unless disapproved at the annual meeting by a vote of seventy-five percent (75%) of the total votes cast at the meeting. In the event the budget is disapproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Except as provided above, each Lot shall be assessed, and the Owner thereof shall pay, a fraction of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Lots on the Properties subject to this Declaration. The maximum annual assessment for an Owner of a single Lot shall not exceed $100 unless so approved by 75 percent of all votes of the Association at an annual or special meeting. The Declarant's obligation for such assessments on unsold Lots subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves, and the assessments levied on Owners other than Declarant. In no event, however, will Declarant be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold Lots. The sum due the Association from each individual Owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

7.1.4. Due Dates; Duties of the Board of Directors. All assessments shall be payable annually in advance on the day ordered by the Board. The Board shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

7.1.5 Notice of Meeting.: Written notice of any meeting called for the purpose of taking any action authorized under Section 7.1.3 of this Article 7 shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

7.2 Effect of Non-Payment of Assessment or Other Charges; the Personal Obligation of the Owner; the Lien; Remedies. If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest of 10% annually thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot by the taxing subdivision of any governmental authority, including but not limited to State, County, Town and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record

encumbering the Lot. The personal obligation of the then Owner to pay such assessment or charges shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or charges are not paid within thirty days after the due date, Declarant or the Association, whichever is applicable, may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

8. Amendment. Subject to the other provisions of this Declaration and the Bylaws, this Declaration may be amended as follows:

8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Owners in the U.S. Mail at the address last furnished to the Board of Directors.

(a) Resolution. An amendment may be proposed by either the Board of Directors or by Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No such resolution of the Board of Directors adopting a proposed amendment or proposal by Owners holding the required percentage of votes in the Association shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association, whether or not the Owners casting such votes are present at such meeting, and then executed and recorded as provided in paragraph 8.1(d) of this Article.

(b) Agreement. In the alternative, an amendment may be made by an agreement signed by the Owners of the Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(c) Certain Amendments. No amendment of this Declaration shall make any change in the requirements of Section 4 or Section 6, or in any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant or its successors or assigns shall join in the execution of such amendment.

(d) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Piscataquis County Registry of Deeds.

(e) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this

Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Owners at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

8.2 Land Use Regulation Commission Approval: No amendment to this Declaration shall become effective until and unless the same is approved by the Maine Land Use Regulation Commission.

9. GENERAL PROVISIONS.

9.1 Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by the then Owners of 75% of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

9.2 Notices. Any notice sent or required to be sent to any Owner under the provisions of this Declaration, unless otherwise provided herein, shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of Declarant or the Association at the time of mailing. Each Owner shall have the affirmative duty and obligation to inform Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the Owner's current address, and any failure of the Owner to receive any information from Declarant or the Association at the correct address of the Owner.

9.3 Enforcement.: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction contained herein. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien or right created by these covenants. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

9.4 Modification. Prior to the formation of the Association, by recorded supplemental declaration, Declarant may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any Owner established by any such document.

9.5 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

9.6 Arbitration. All claims, disputes and other matters in question between Declarant on the one hand, and the Association or any Owners, on the other, arising out of, or relating to this Declaration or the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, and except for assessments and collection and enforcement of same, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.7 Construction. Whenever the singular number is used, the same shall include the plural, use of the plural shall include the singular and the masculine, feminine and neuter genders shall include each other, as the context may require.

9.8 Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association, the Owners, and Declarant; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Areas to the Rules and Regulations of the Board, but the same is not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

9.9 Declarant's Rights. Declarant may at any time or from time to time delegate some or all of its rights under this Declaration to the Association by a written instrument recorded in the Piscataquis County Registry of Deeds. If Declarant ceases to exist or for any reason becomes legally unable to exercise its rights and duties hereunder, such rights and duties may be exercised by the Association.

IN WITNESS WHEROF, the foregoing instrument has been executed on the day and year first above written.

ATTEST	PLUM CREEK LAND COMPANY
By:_____	By: _____
Name: _____	Name: _____
Assistant Secretary	Title: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

Personally appeared before me the above-named _____ and _____, to me known to be the _____ and Assistant Secretary, respectively, of PLUM CREEK LAND COMPANY, and acknowledged the foregoing instrument to be the free act and deed of said corporation.

_____
Notary Public in and for the
State of Washington residing at _____
My commission expires:_____

8. HOMEOWNERS ASSOCIATION BYLAWS

BYLAWS of the FIRST ROACH POND _____ HOMEOWNERS ASSOCIATION

ARTICLE I. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all Lot Owners of the First Roach Pond _____ Subdivision, (the “Subdivision") a property governed by a General Declaration of Covenants and Restrictions dated January ___, 2002 and recorded in the Piscataquis County Registry of Deeds in Book _____, Page _____ (the "Declaration") and located in Frenchtown Township, Piscataquis County, Maine. Membership shall be in accordance with the Declaration and with these Bylaws. The membership of each Owner terminates upon a sale, transfer or other disposition of his/her ownership interest in his/her Lot (as defined in the Declaration) whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of the Lot, however, shall not operate to transfer membership until the mortgage is foreclosed or the Lot is sold in lieu of foreclosure.

Section 2. Meetings. The first meeting of the members shall be held at the call of Plum Creek Land Company, (hereinafter the “Declarant") after not less than 50% of all Lots in the subdivision have been sold.

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

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

Section 5. Waiver of notice. The presence of all the members at any meeting shall render the same a valid meeting.

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

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

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

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

ARTICLE II. BOARD OF DIRECTORS

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

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

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

(a) Care, upkeep, and surveillance of all roads, common areas and facilities within the subdivision.

(b) Determination and collection of the annual assessments from the Owners.

(c) Employment of the personnel necessary for the maintenance of all roads, common areas, and facilities.

(d) Procurement and payment of appropriate insurance coverage.

(e) Enforcement of the Declaration.

Section 4. Election and term of office. From and after the first meeting, the Directors shall be elected by the Owners. The term of office shall be fixed for three years. There is no limit on the number of terms a Director may serve.

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

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

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

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

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

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

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

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

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

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

ARTICLE III. OFFICERS

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

Section 2. President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the members or Directors, as the case may be, to preside at a meeting. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint ad hoc committees from among the Owners or their spouses from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

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

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

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

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

ARTICLE IV. FISCAL MANAGEMENT

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

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

(a) Management and administration expenses;

(b) The estimated cost of maintenance;

(c) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance and replacements; and

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

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

If any member shall fail or refuse to make payment of his assessed fee, or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum, not exceeding 10%, established from time to time by the Board of Directors and, together with such interest, shall constitute a lien on the Lot of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if necessary to foreclose upon a lien in accordance with Section 7 of this Article.

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

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

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

Section 5. Rules and regulations. In order to assure the peaceful and orderly use and enjoyment of the Lots and common areas and facilities, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part, such reasonable rules, and regulations, to be called Rules and Regulations, governing the conduct of persons within the subdivision as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations adoption, and every amendment, modification, and revocation thereof, shall, upon adoption be delivered promptly to each Owner and shall be binding upon all members of the Association and occupants of the property.

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

ARTICLE V. EXECUTION OF INSTRUMENTS

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

ARTICLE VI. LIABILITY OF OFFICERS

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

Section 2. Indemnification. Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit,

proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE VII. FISCAL YEAR

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

ARTICLE VIII. BYLAWS

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

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

DATED this ____ day of _____, 2002.

9. DEFINITIONS

CHAPTER 10 LAND USE DISTRICTS AND STANDARDS

10.02 DEFINITIONS

The following definitions apply to the following terms as they appear in this chapter, the other chapters of the Commission's rules, and the Commission's statute (12 M.R.S.A., Chapter 206-A):

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. 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.

3. Alteration:
   Dredging; bulldozing; removing or displacing soil, sand, vegetation or other materials; draining or dewatering; filling; or any construction, repair or alteration of any permanent structure.

   On a case-by-case basis and as determined by the Commission, the term "alteration" may not include:
   a. An activity disturbing very little soil such as installing a fence post or planting shrubs by hand;
   b. The addition of a minor feature to an existing structure such as a bench or hand rail; and
   c. The construction, repair or alteration of a small structure with minimal impact such as a nesting box, pasture fence, or staff gauge.

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

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

6. Boat ramp:
   See commercial trailered ramp, private trailered ramp, or trailered ramp.

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

8 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.

9 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.

10 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.

11 Campsite:
A "camping location without access to a pressurized water system that contains a maximum of 4 camping sites for transient occupancy by 8 or fewer people per site on which may be located a tent, a tent trailer, a pickup camper, a recreational vehicle, a registered trailer that is 28 feet or less in length or other similar device used for camping A camping location that contains permanent structures other than outhouses, fireplaces, picnic tables, lean-tos or hand-operated water pumps is not a campsite." 12 M.R.S.A. § 682(15). For the purposes of the application of the Commission's rules, the statutory limits of "8 or fewer people per site" and of a "trailer that is 28 feet or less in length" are interpreted as design standards rather than incidental use standards; and a "campsite" may include tent platforms and picnic tables with shelters.

12 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.

13 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.

14 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.

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

16 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.

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

18 Combined Septic System:
A disposal system designed to dispose of waste and 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.

19 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.

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

21 Commercial Sporting Camp:
A "building or group of buildings devoted primarily to the offering of lodging facilities for a fee to persons primarily in pursuit of primitive recreation or snowmobiling." 12 M.R.S.A. § 682(14). In addition, for the purposes of the application of the Commission's rules, the term "commercial sporting camp" shall be construed according to the following: A facility which functions primarily as a destination for the above activities rather than a transient lodging facility or a base of operations for activities in another location, such as whitewater rafting. A sporting camp is usually located in a remote location and may typically consist of, but not necessarily include, all of the following: a number of cabins for the housing of guests including housekeeping cabins; a main lodge for serving of meals and socializing for the guests; outbuildings for housing of the owners, guides, and other workers; workshop, woodsheds, laundry, equipment storage, and other utility buildings as needed. Outpost cabins are considered a part of the commercial sporting camp. A resident, on-site attendant must be available on a full-time basis to meet the needs of guests. Such a facility shall have a total floor area no greater than 10,000 square feet for all principal buildings associated with the facility.

22 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.

23 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 single dwelling unit on a single lot or forest management activities where such activities are otherwise exempt from review.

24 Commission:
The Maine Land Use Regulation Commission.

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

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

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

28. 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.

29. 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.

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

31. 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.

32. Development Unit:
A single family dwelling unit or nonresidential use containing a total of no more than 8,000 square feet of gross floor space for all principal buildings concerned. Multiple family dwelling units and larger nonresidential uses shall be counted as an equivalent multiple number of development units.

33. 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.

34. 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 boat houses and float plane hangars. When associated with this phrase, the term “permanent” shall mean a structure in place for longer than 7 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.

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

36. 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 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 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.

37. 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).

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

39. 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.

40. Expansion of a Structure:
The increase in the floor area of a structure, including attached decks and porches, the increase in the height of a structure, or the enclosure or partial enclosure of legally existing decks, porches or other open areas.

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

42. 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.

43. 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.

44. 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.

45. 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.

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

47. 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.

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

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

50. 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.

51. Gatehouse:
    See checkpoint building.

52. 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 waterbody. 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.

53. Home Occupation:
Any business, occupation or profession which is carried on in a dwelling unit or structure accessory to a dwelling unit by a member of the family residing in the dwelling unit. The conduct of such business, occupation or profession must be clearly incidental and secondary to the use of the dwelling unit for residential purposes, and must occupy no more than 25 percent of all floor area of the dwelling unit or of the total combined floor area of the dwelling unit and accessory structure in which the occupation is carried out.

54. 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.

55. 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.

56. 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.

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

58. 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.

59. 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.

60. 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.

61. 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.

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

63. 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.

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

65. 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.

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

67. 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.

68. 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.

69. 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.

70. 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.

71. 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.

72. Management Class 6 Lake:
Lake, also referred to as a "Remote Pond", which meets the following criteria:
a. having no existing road access by two-wheel drive motor vehicles during summer months within 1/2 mile of the normal high water mark of the body of water,
b. having existing buildings within 1/2 mile of the normal high water mark of the body of water limited to no more than one non-commercial remote camp and its accessory structures, and
c. supporting cold water game fisheries.

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

73. Management Class 7 Lake:
All lakes which are not otherwise classified in one of the other six lake management classes.

74. 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.

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

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

77. 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.

78. 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.

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

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

81. Mitigation:
Actions taken to offset 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.

82. Mitigation Banking:

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

83. Mooring:
A structure for securing a vessel or aircraft that consists of a line and buoy attached to a weight which rests on the bottom of a waterbody.

84. 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.

85. Multi-family Dwelling:
A building containing three or more dwelling units.

86. 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.

87. 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.

88. 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.

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

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

91. 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.

92. 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. This line may be identified where appropriate by discerning the debris line left by tidal action.

93. Normal Maintenance and Repair:
Unless otherwise provided, any work necessary to maintain an improvement or structure in its original or previously improved state or condition. 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, as long as there is no expansion of the nonconforming structure and less than 50 percent of the building is replaced. In-kind and in-place replacement of decking or exterior stairs is considered as 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, change in size or capacity.

94. 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.

95. 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.

96. 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.

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

98. Personal Watercraft:
"Any motorized watercraft that is 14 feet or less in hull length as manufactured, has as its primary source of propulsion an inboard motor powering a jet pump and is capable of carrying one or more persons in a sitting, standing or kneeling position. 'Personal watercraft' includes, but is not limited to, a jet ski, wet bike, surf jet and miniature

speedboat. 'Personal watercraft' also includes motorized watercraft whose operation is controlled by a water skier." 12 M.R.S.A. §7791, sub-§11-A.

99. 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.

100. Piped Water:
Water supplied to a building by means other than hand pumpor hand carry.

101. 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.

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

103. 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.

104. 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.

105. 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.

106. 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.

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

108. 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.

109. 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.

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

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

112. 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.

113. Rapidly Permeable Outwash Soils:
Such soils shall include Colton, Hinckley, Adams, Windsor, Merrimac, Agawam, Stetson, Allagash, Duane, Crogham, Deerfield, Sudbury, Ninigret, Machias, Madawaska, Skowhegan and such other soils as may be included in this category by the National Cooperative Soil Survey in Maine.

114. 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.

115. Reconnaissance Soil Survey:
A soil survey in which most of the mapping units are phases of soil associations at the series level, or above, in the taxonomic system. Identification is made by field examination, but soil boundaries need not be plotted in the field throughout their course but may follow major topographic features.

116. Reconstruction:
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.

117. 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.

118. 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.

119. Remote Rental Cabin:
A building used only as a commercial lodging facility on a transient basis by persons primarily in pursuit of primitive recreation or snowmobiling in an isolated and remote setting. A remote rental cabin cannot be larger than 750 square feet in gross floor area; cannot be served by any public utilities providing electricity, water, sewer, or telephone services; cannot have pressurized water; and cannot have a permanent foundation. Placement of these buildings does not create a lot for subsequent lease or sale.

A remote rental cabin cannot be located within 1000 feet of any public road or within 1000 feet of any other type of residential or commercial development.

See Section 10.17, B, 8, A "Subdivision and Lot Creation" to determine how such buildings are counted for purposes of subdivision.

120. 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 the 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.

121. Residential:
Pertaining to a dwelling unit.

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

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

124. 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.

125. Roadway:

A public or private road including any land management road.

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

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

128. 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.

129. 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.

130. Shallow Soils Over Fractured Bedrock:
Such soils shall include Thorndike, Mapleton, Linneus, Bensen and such other soils as may be included in this category by the National Cooperative Soil Survey in Maine.

131. 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 10.17, A, 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.

132. Shoreline:
The normal high water mark of tidal water, a standing body of water, flowing water, or stream channel.

133. 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.

134. 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.

135. 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

136. 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 MRSA, § 480-B." 12 M.R.S.A. § 682(13)

137. Sporting camp:
See commercial sporting camp.

138. 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.

139. 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.

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

141. Subdivision:
"Subdivision" means a division of an existing parcel of land into 3 or more parcels or lots within any 5-year period, whether this division is accomplished by platting of the land for immediate or future sale, or by sale of the land by metes and bounds or by leasing. The term also includes the division, placement or construction of a structure or structures on a tract or parcel of land resulting in 3 or more dwelling units within a 5-year period. (12 MRSA § 682)

Refer to Section 10.17, B, 9, "Subdivision and Lot Creation" for additional criteria on types of lots that are included or are exempt from this definition.

142. 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, section 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).

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

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

145. 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.

146. 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.

147. 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.

148. 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 waterbody in order to load or unload an item, including but not limited to a boat, personal watercraft, float plane, or dock float.

149. Transient Occupancy:
"Occupancy for 14 or fewer days in any 30-day period." 12 M.R.S.A. § 682(18).

150. 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.

151. 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.

152. 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.

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

154. 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 waterbody, 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 waterbody.

155. 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.

156. 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.

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

158. 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.

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

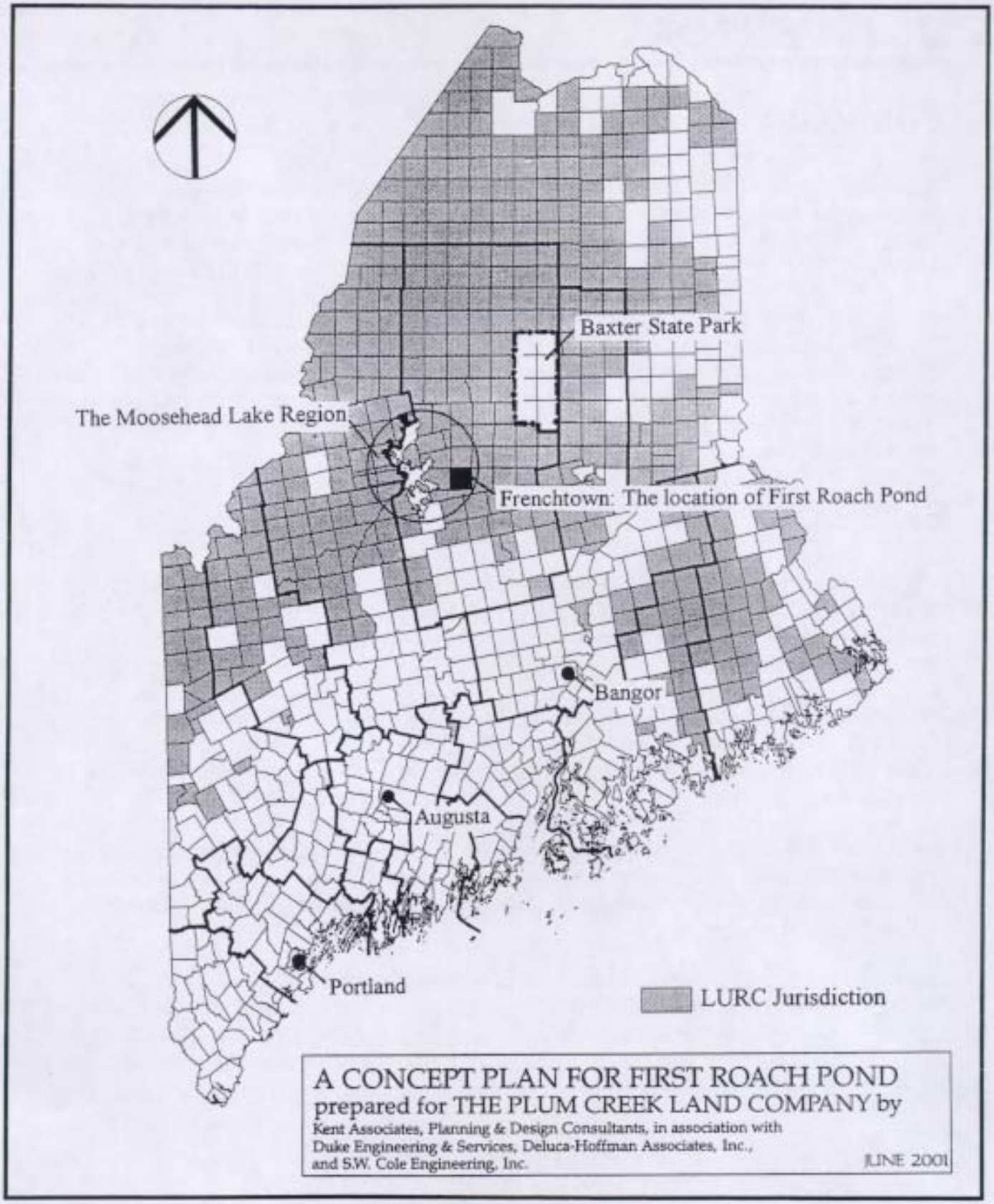
160. Wildlife:
All vertebrate species, except fish.

161. 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 on Map 10.16-1 and the area of a Wildlife Management District is based on land and water acreage within LURC jurisdiction.

162. 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.

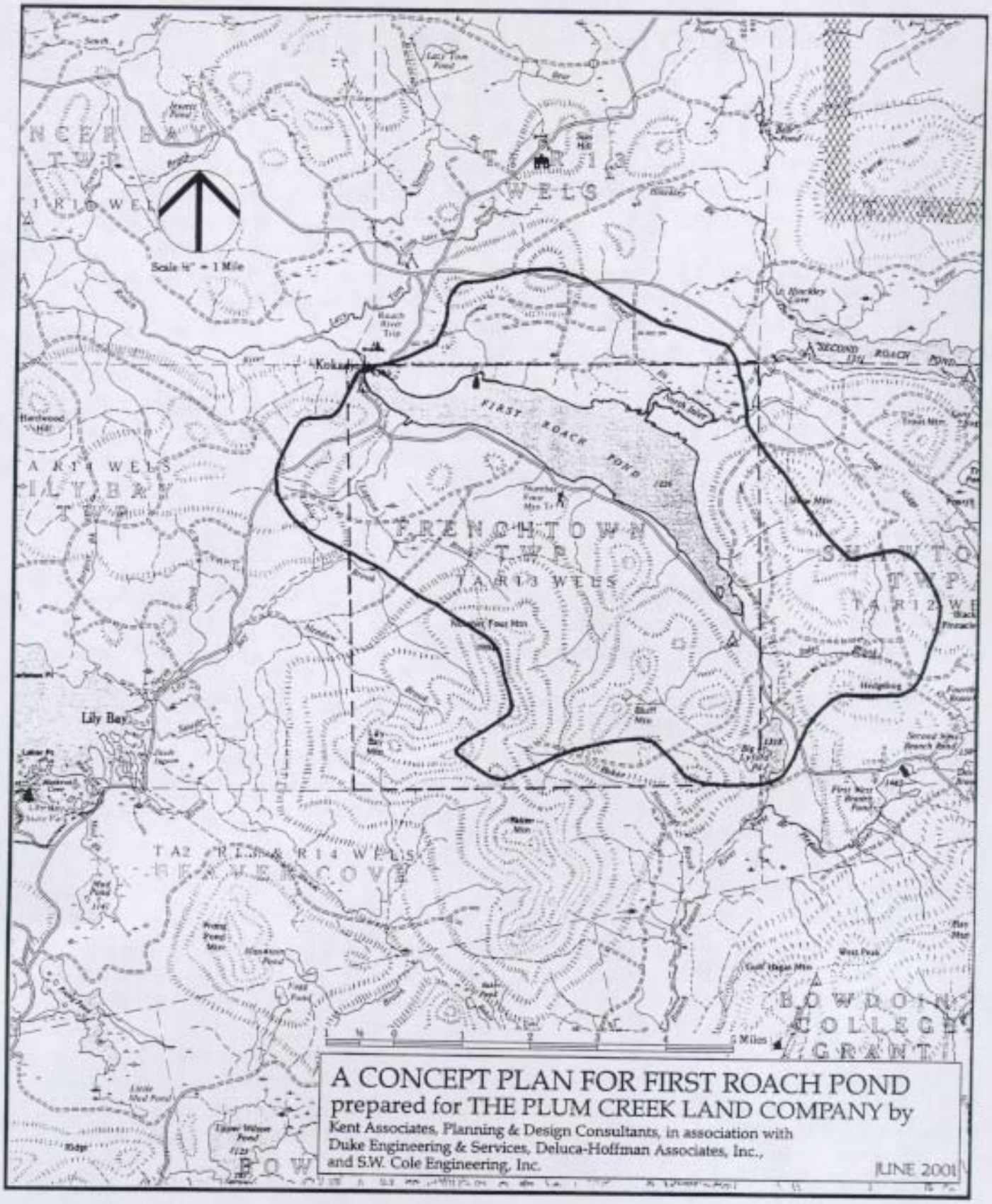
163. Winter Haul Road:
A route or travel way that is utilized for forest management activities conducted exclusively during frozen ground conditions. Winter haul roads must have the following characteristics:

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.



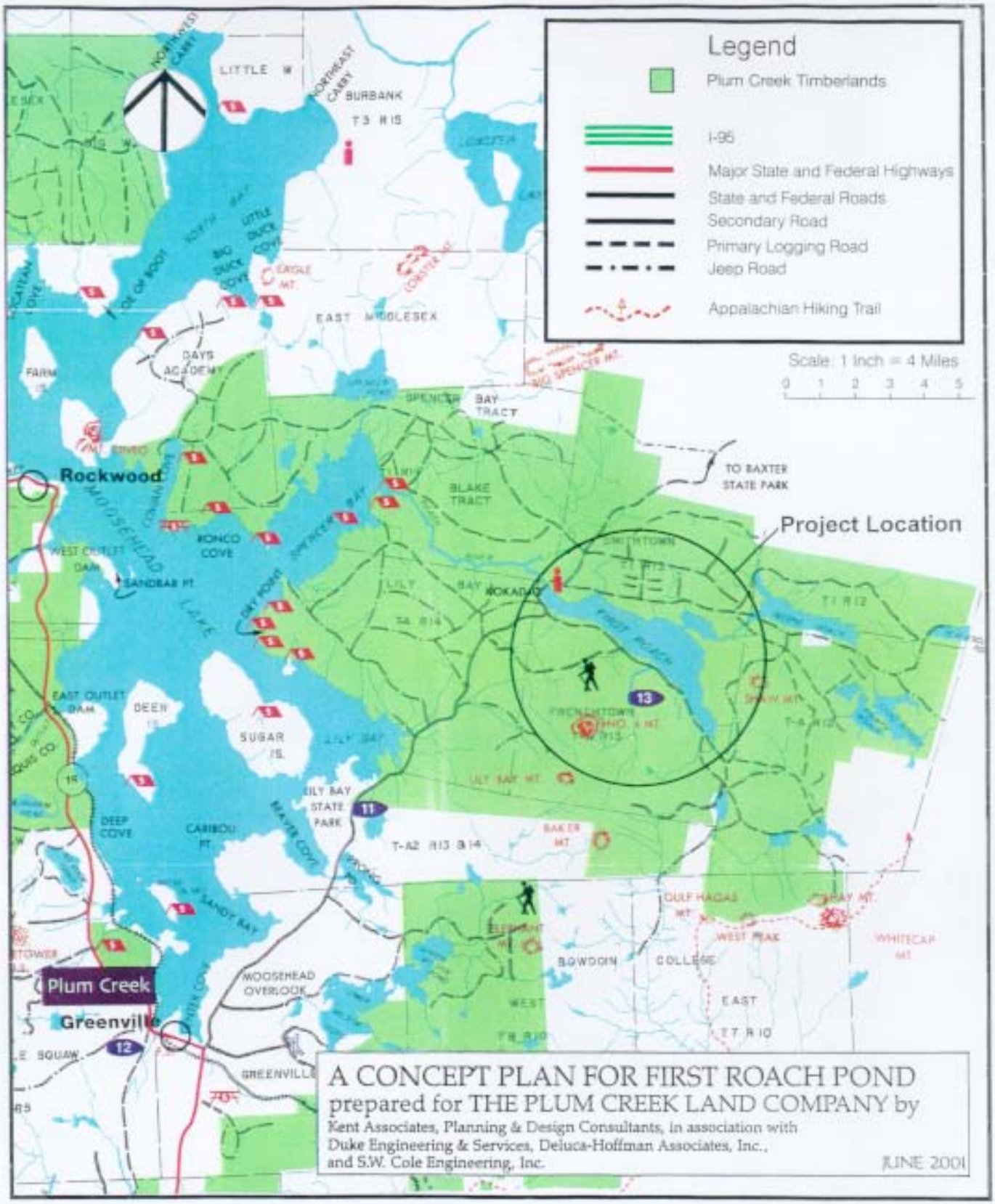
MAP 1 : SITE LOCATION

Source: Comprehensive Land Use Plan for Areas Within the Jurisdiction of the Maine Land Use Regulation Commission (p. 2), Department of Conservation, 1997



MAP 2 : FIRST ROACH POND WATERSHED

Source: Maps 41 and 42, the Maine Atlas and Gazetteer



MAP 3 : OWNERSHIP

Source: Plum Creek Recreational Map, A Guide to the Maine Timberlands of Plum Creek

MAP 4 Existing Development

Spencer Bay Twp
Kokadjo
T1 R13 WELS
Frenchtown Road
Frenchtown Road
Roach River
Lily Bay Twp
Greenville Road
Lagoon Brook
County Road
First
Roach
(Elevation 1227 ft.)
Pond
North Inlet
Roach River
Shaw Mountain Road
Intervale Brook
County Road
Frenchtown Twp
Shawtown Twp

LEGEND

- Paved State Maintained Road
- Poor All Weather
- Private Winter Land Management Road
- Commercial Lots-Existing Not in Plum Creek Land Company Ownership
- State Owned Land
- Existing Cottage Lots-Existing Not in Plum Creek Land Company Ownership
- Other Non Plum Creek Land Company Ownership
- State-Owned Leased Cottages
- Township Boundaries
- Topographic Contour Lines (shown at 20 ft. intervals)

NOTES

Map based on USGS 24k Quadrangle Digital Line Graph Data and Information provided by Plum Creek Maine Timberlands

SCALE

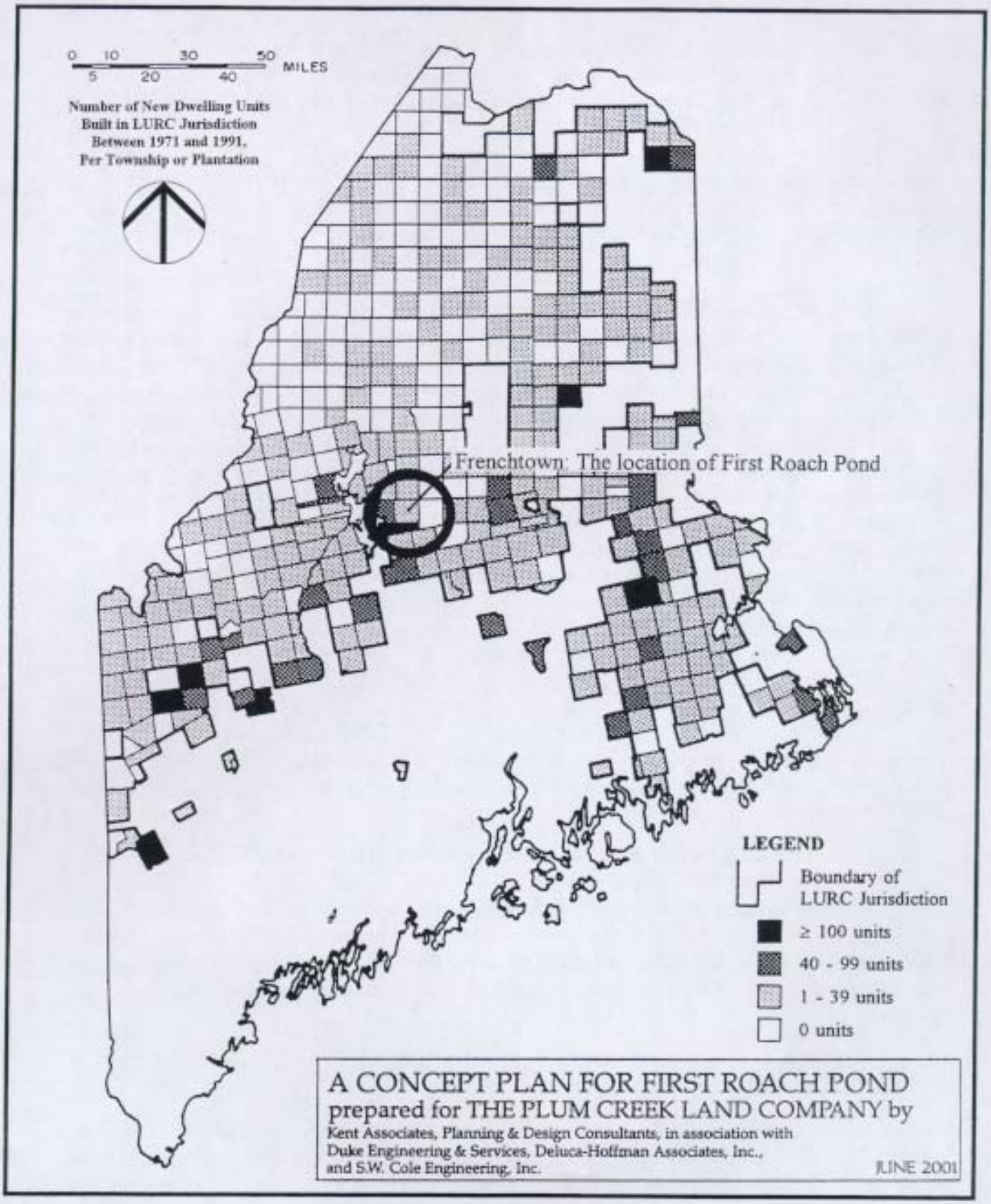
MILES 0 0.5

FEET 0 1600 3200 4800 6400 8000

A CONCEPT PLAN FOR FIRST ROACH POND prepared for the PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in Association with
Duke Engineering & Services, Deluca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

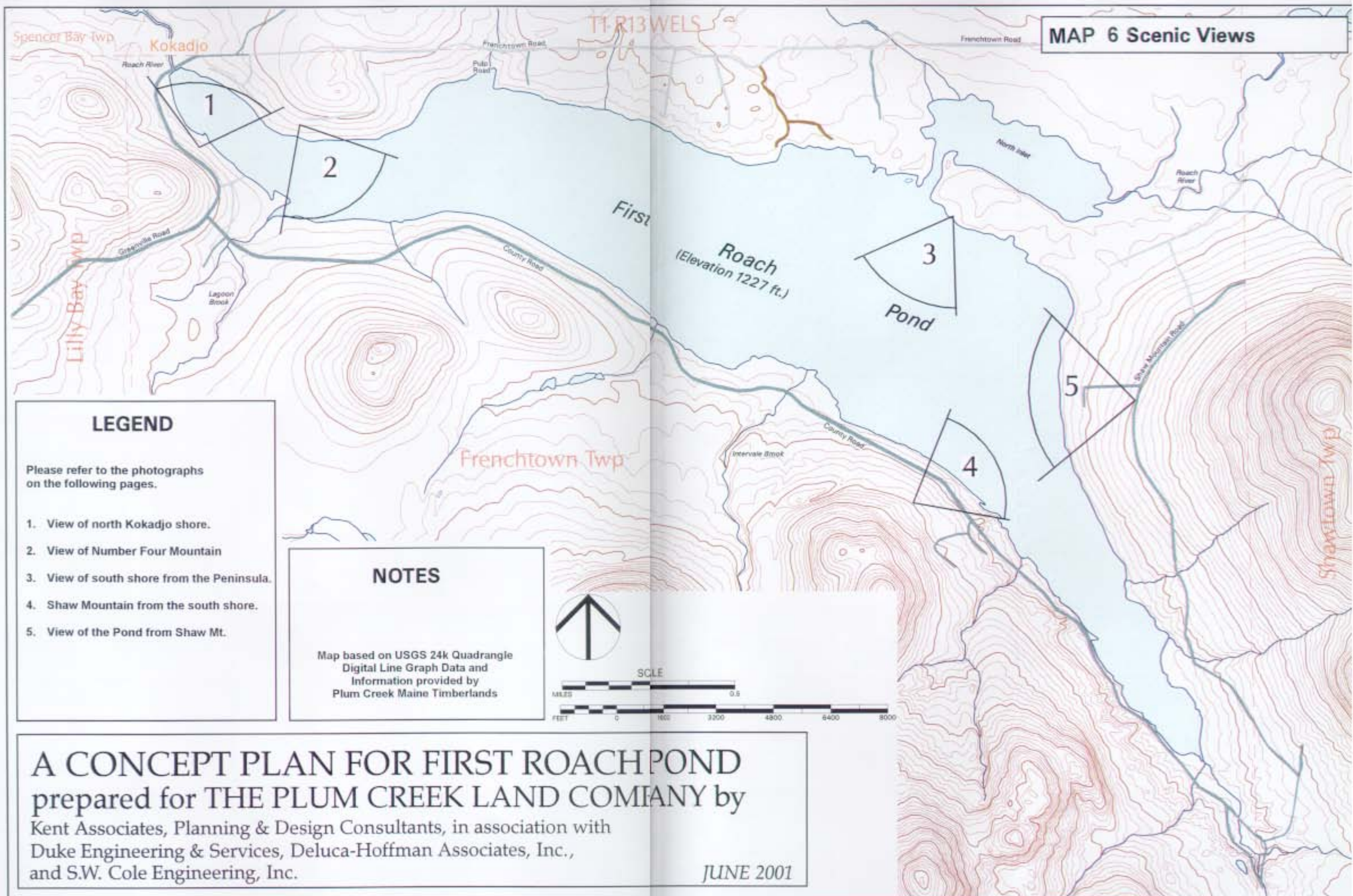
JUNE 2001



MAP 5 : NEW DWELLING UNITS IN LURC JURISDICTION 1971-1991

Source: Maine Land Use Regulation Commission Report, Department of Conservation

MAP 6 Scenic Views



LEGEND

Please refer to the photographs on the following pages.

1. View of north Kokadjo shore.
2. View of Number Four Mountain
3. View of south shore from the Peninsula.
4. Shaw Mountain from the south shore.
5. View of the Pond from Shaw Mt.

NOTES

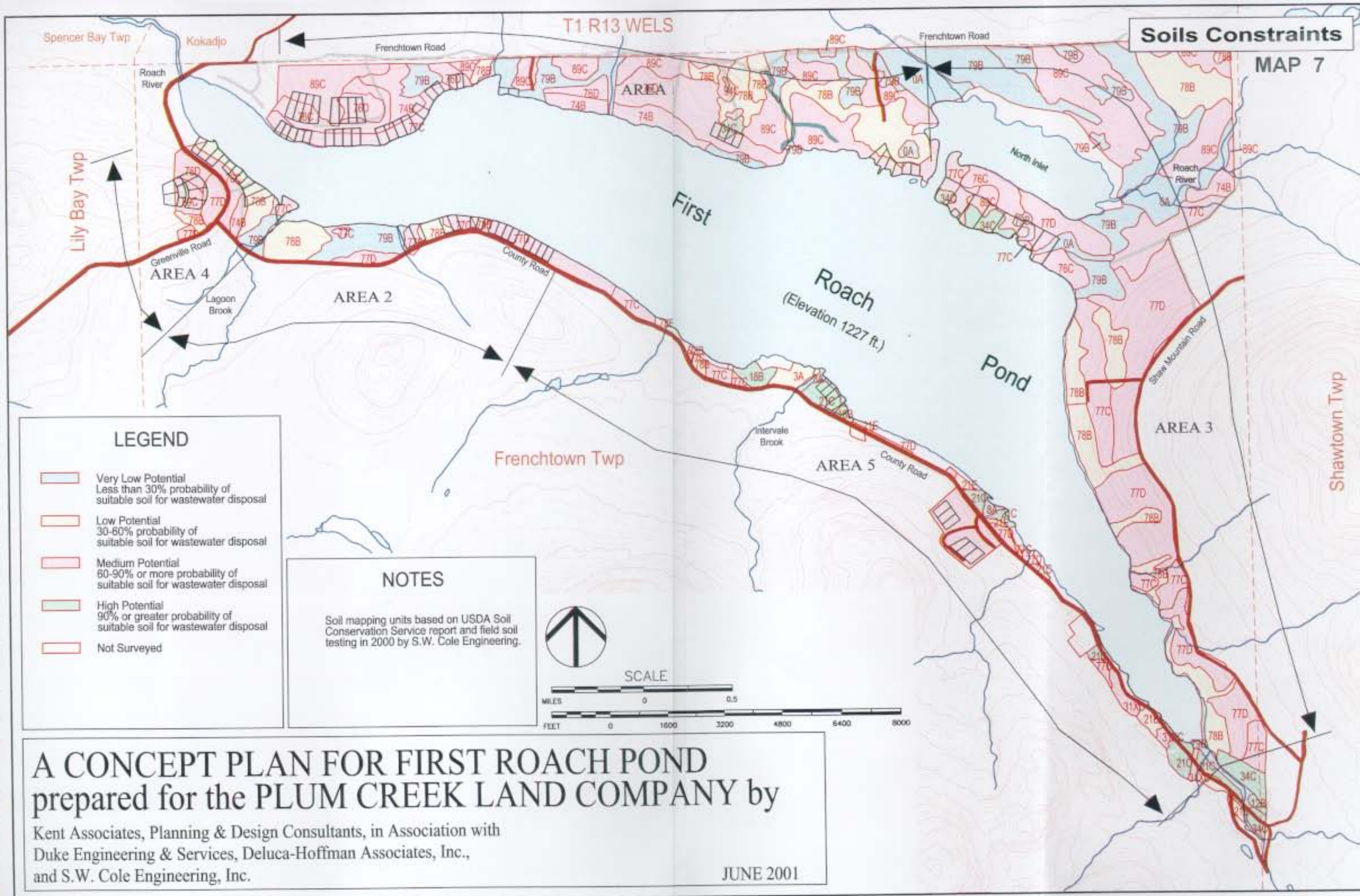
Map based on USGS 24k Quadrangle Digital Line Graph Data and Information provided by Plum Creek Maine Timberlands

A CONCEPT PLAN FOR FIRST ROACH POND
prepared for THE PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in association with Duke Engineering & Services, Deluca-Hoffman Associates, Inc., and S.W. Cole Engineering, Inc.

JUNE 2001

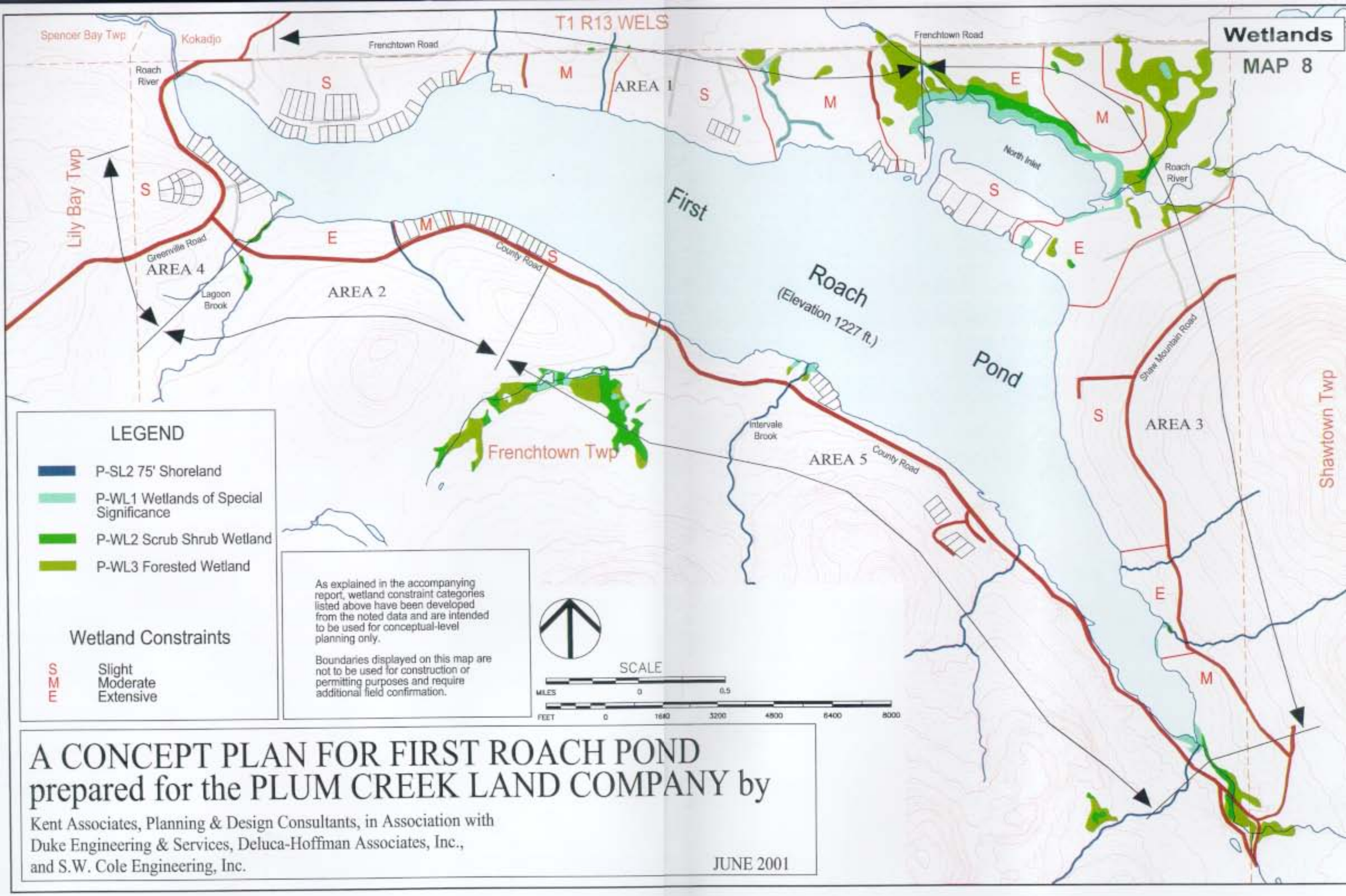
Map Date - 06/11/01,15:19:21,Mon



A CONCEPT PLAN FOR FIRST ROACH POND prepared for the PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in Association with
Duke Engineering & Services, Deluca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

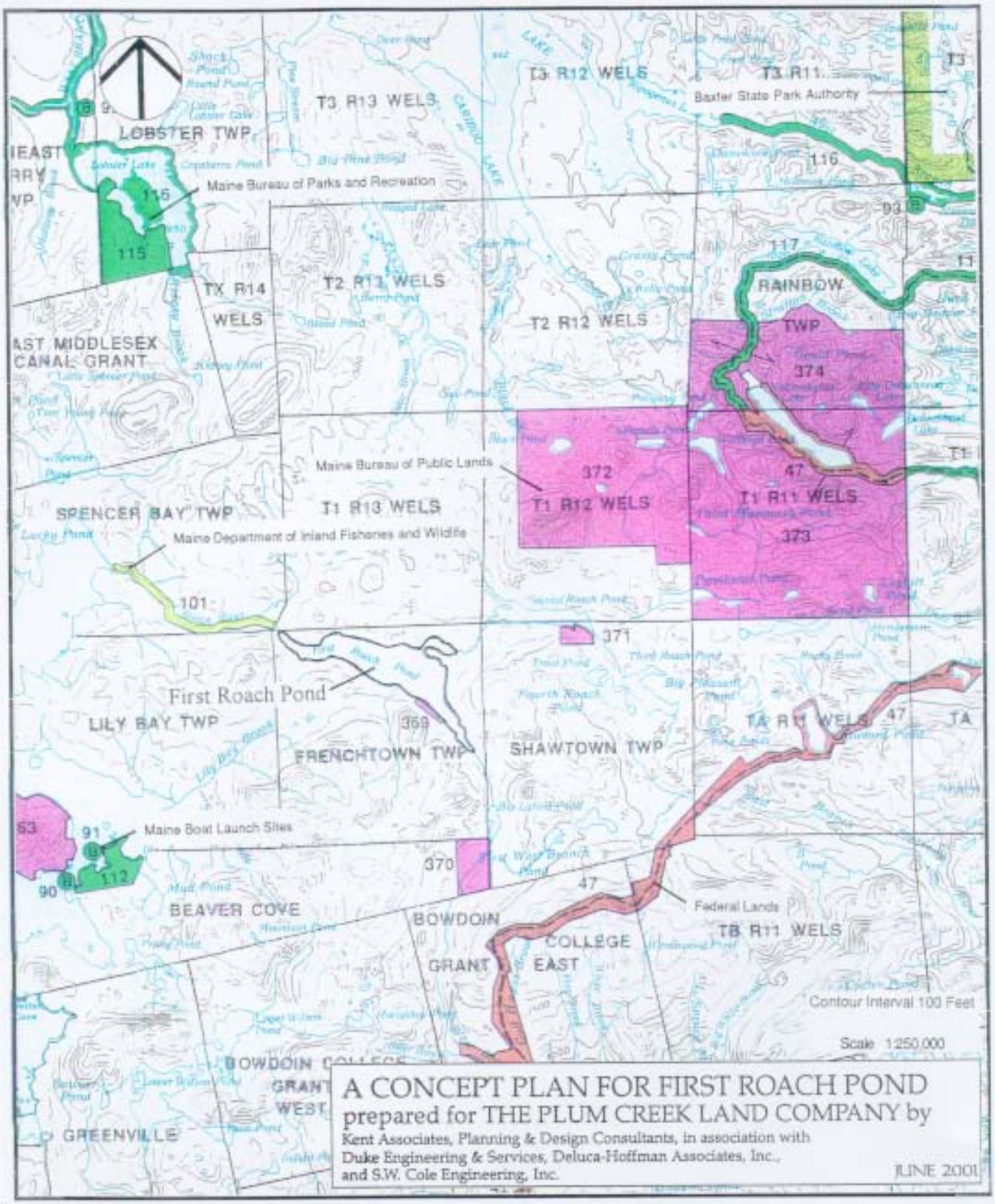
JUNE 2001



A CONCEPT PLAN FOR FIRST ROACH POND prepared for the PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in Association with
Duke Engineering & Services, Deluca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

JUNE 2001



MAP 9 : EXISTING CONSERVATION

Source: Maine Land in Federal, State, Municipal, and Non-Profit Conservation Ownership (Millinocket Section), by Richard D. Kelly, Jr., Maine State Planning Office

MAP 10 LURC Subdistricts

Spencer Bay Twp
Kokadjo
Roach River
T1 R13 WELS
Frenchtown Road
Pulpit Road
Greenville Road
County Road
Lagoon Brook
Lily Bay Twp
Frenchtown Twp
Imervale Brook
North Inlet
Roach River
Shaw Mountain Road
Sias Twp
First Roach Pond
D-GN
D-RS
M-GN
P-GP
P-SL2
P-WL1
P-WL2
P-WL3

LEGEND

LURC Land Use Guidance Subdistricts

Development Subdistricts

- D-GN General
- D-RS Residential

Management Subdistricts

- M-GN General

Lake Management Class
MC3 "Potentially Suitable For Development" 0436 First Roach Pond

Protection Subdistricts

- P-GP Great Pond
- P-SL2 75' Shoreland
- P-WL1 Wetlands of Special Significance
- P-WL2 Scrub Shrub Wetland
- P-WL3 Forested Wetland

Map based on USGS 24k Quadrangle Digital Line Graph Data and Information provided by Plum Creek Maine Timberlands

SCALE
MILES 0 0.5
FEET 0 1600 3200 4800 6400 8000

A CONCEPT PLAN FOR FIRST ROACH POND

prepared for THE PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in association with
Duke Engineering & Services, Deluca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

JUNE 2001

Map Date – 06/11/01 12:48:26 Mon

Concept Plan Map 11

T1 R13 WELS

Spencer Bay Twp

Kokadjo

Frenchtown Road

Frenchtown Road

AREA 1

North Shore West

West Shore

West Shore Back Lots

Lily Bay Twp

North Shore Center

North Shore East

North Inlet

Roach River

First

Roach

(Elevation 1227 ft.)

Pond

Peninsula

South Shore West

County Road

AREA 4

Lagoon Brook

AREA 2

South Shore Center

Shaw Mountain Road

AREA 3

Shawtown Twp

Intervale Brook

AREA 5

County Road

Frenchtown Twp

South Shore East

LEGEND

- Commercial Lots-Existing Not in Plum Creek Land Company Ownership
- State Owned Land
- Existing Cottage Lots-Existing Not in Plum Creek Land Company Ownership
- Other Non Plum Creek Land Company Ownership
- State-Owned Leased Cottages
- Proposed Shore Lots
- Existing Lease Lots on Plum Creek Land Company Ownership
- Proposed Back Lots
- Deed Restriction
- Conservation Easement
- Conservation Covenant

- Concept Planning Area
- ROADS
  - Existing All Weather
  - Existing Roads to be Improved
  - New

Approximate Concept Plan Area: 1,463 Acres
Approximate Shoreline Length: 104,486 Ft.

SCALE

MILES 0 0.5

FEET 0 1600 3200 4800 6400 8000

A CONCEPT PLAN FOR FIRST ROACH POND prepared for the PLUM CREEK LAND COMPANY by

Kent Associates, Planning & Design Consultants, in Association with
Duke Engineering & Services, DeLuca-Hoffman Associates, Inc.,
and S.W. Cole Engineering, Inc.

Approved by the Maine Land Use Regulation Commission
Effective January 24, 2002