

THE TRUST *for* PUBLIC LAND

CONSERVING LAND FOR PEOPLE



Big Six Forest Conservation Easement

**Proposal to the
Maine Forest Legacy Committee
June 16, 2014**

THE
TRUST
for
PUBLIC
LAND



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June 12, 2014

Maine Forest Legacy Committee
Maine Department of Agriculture Conservation and Forestry
State House Station #22
Augusta, ME 04333

Dear Legacy Committee Members:

On behalf of the Trust for Public Land, I am pleased to submit the enclosed application for the Big Six Forest Project to Maine's Forest Legacy Committee for consideration of FY 16 funding. TPL, in partnership with Maine Department of Agriculture Conservation and Forestry is pursuing the acquisition that will achieve multiple working forest, ecological, and local economic objectives. The project would conserve through an easement 23,600 acres in Big Six Township for which we are seeking \$3,500,000. An amount of \$2,675,000 will be raised in matching funds.

This acquisition represents an important opportunity to maintain a working forest that supplies timber and pulp throughout the region, conserves habitat that is home to threatened species, and produces more maple syrup than any other single township in Maine. It also complements nicely past Forest Legacy investments in the region.

We are grateful for your consideration of this Forest Legacy proposal.

Sincerely,

Wolfe Tone
Maine State Director



A. Maine Forest Legacy Program Summary Information Form

Maine Forest Legacy Program proposals are due once each year, generally June 1st. Proposals in five copies must be sent to the Department of Conservation, Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333-0022. An electronic copy of the proposal must also be submitted by CD or DVD. Please provide the following information as part of your Maine Forest Legacy Program proposal.

Date: June 13, 2014

Project Title: Big Six Forest

Project Location (township and county): Big Six Township, Somerset County

Name, Address, Telephone Number and Contact Person of Landowner:

- Big Six Land and Timber, Paul Fortin, 103 Russell Road, Madison, ME 04950, 207-696-8115

Name, Address and Telephone Number and Contact Person of Partner Organization (if applicable):

- The Trust for Public Land, Diano Circo, Project Manager, 30 Danforth Street, Suite 106, Portland, ME 04101, 207-772-7424

Land Protection Method (easement or fee) and Management Entity Proposed:

The property will be protected through a conservation easement to be held by the Maine Department of Agriculture, Conservation and Forestry, Division of Parks and Public Lands.

Abstract of Project:

The Big Six Forest project will place a CONSERVATION EASEMENT on 23,600 acres in Big Six Township on the Maine-Quebec border. The property supports long standing commercial forestry operations, supplying all of the major mills in the region, and contains one of two largest sugarbushes in the United States. With more than 340,000 taps, the tract is believed to have more maple sugar taps than any other single property in the United States. Big Six accounted for roughly 24% of Maine's maple sugar production and 3.4% of the U.S.'s total production in 2013¹. The property consists of roughly 17,000 acres of traditional working forest, 4,500 acres of sugarbush, and 2,000 acres of wetlands.

The property abuts the West Branch Forest Legacy Project (FY03) on two sides and would add to a 2 million-acre contiguous block of protected working forest stretching from Big Six Township to Baxter State Park. The project adds to significant prior investment by the Forest Legacy Program (Appendix B, Map A).

The entirety of Big Six has been designated critical habitat for the federally listed threatened Canada Lynx by the U.S. Fish and Wildlife Service (USFWS) and one-third of property is within the USFWS's Atlantic Salmon Gulf of Maine Distinct Population Segment for the federally listed endangered Atlantic salmon (Appendix B, Map E). The property contains extensive wetlands

¹ United States Department of Agriculture, National Agricultural Statistics Service, Maple Syrup Production, 2013

and 39 miles of stream that make up the headwaters of both the St. John and Penobscot Rivers. Big Six has also been identified by several studies as important for climate change adaptation and as a vital wildlife corridor connecting Canada and the United States. The property is home to many game species and directly supports commercial guiding operations.

The Big Six Forest, if conserved, will add significantly to the large protected working forest land-base of the region, and provides a unique opportunity to protect a cornerstone of Maine's maple sugar industry, both important components of Maine's economy and cultural identity.

Estimated Total Project Cost: \$6,175,000

Acquisition cost: \$6,000,000

Preacquisition costs including, but not limited to, legal, survey and appraisal costs: \$175,000

Forest Legacy Funding Request (must not exceed 75% of the above Total Project Cost): \$3,500,000

Matching Funds to be provided (\$ and source) (must equal at least 25% of the Total Project Cost):

The required match for this project will be raised by The Trust for Public Land through a private fundraising campaign.

Annual Management Costs and Easement Stewardship Endowment Commitment (see BPL's Easement Monitoring Costs and Stewardship Endowment Levels for Maine Working Forest Easements for requirements:
<http://www.maine.gov/doc/parks/forestlegacy.shtml>:

The Big Six property is currently managed as a working forest with an open public use policy. The Trust for Public Land is committed to raising the appropriate level of endowment funding as determined by the Division of Parks and Public Lands. If the project is ranked, the partners will immediately begin raising money to fund the endowment.

Applicant Signature

B. Maine Forest Legacy Program Minimum Required Criteria

1. Parcels must be within Maine's Forest Legacy Area.

The Big Six Forest property is in Big Six Township which is listed in the 2010 Maine Forest Legacy Program Assessment of Need as within the Maine Forest Legacy Area.

2. More than 50% of land must meet definition of commercial forest land (land used primarily for growth of trees to be harvested for commercial use, but does not include ledge, marsh, open swamp, bog, water and similar areas, which are unsuitable for growing a forest product or for harvesting for commercial use even though these areas may exist within forest lands).

The Big Six Forest property is 23,600 acres of traditional working forest. The vast majority of the property is operable timberland and has a long history of commercial forest management.

3. Parcels must be threatened by conversion to non-forest use (contain characteristics making it attractive to changes so that traditional uses are at risk such as: close proximity to public roads and/or utilities; short travel time from population centers; existence of scenic values and water resources such as streams/rivers/ponds/lakes; or presence of outdoor recreation opportunities). It is recognized that pre-acquisition of land may occur by a land protection partner at the request of the State as part of the land protection strategy for particular parcels. In this case, the parcels must have been threatened by conversion to non-forest use prior to preacquisition to meet the Minimum Required Criteria for Maine's Forest Legacy Program.

The Big Six Forest parcel is susceptible to conversion to non-forest uses. The property is easily accessible from Canada and only an hour and a half by road from the Quebec City metro area (Appendix B, Maps A & C). The Sainte-Aurelie border crossing station is only five miles by road from the property. This is a major travel corridor for forest products and recreation. Big Six contains exemplary natural resources and diverse recreation activities that attract people from both Canada and the United States.

While much of the land surrounding Big Six in Maine is made up of large commercial forest tracts, on the Quebec side of the border the story is much different. This region of Quebec is highly developed relative to Maine's North Woods and dominated by farms and small communities (Appendix B, Maps C & D). The Saint-Aurelie region is known by Canadians as a hunting and fishing destination. Many recreational camps sit directly on the Canadian side of the border along the Southwest Branch of the Saint John River which delineates the border between the U.S. and Canada along Big Six Township. These camps are prized because they are adjacent to the vast tracts of unbroken forest on the U.S. side. Opportunities for Canadians to purchase lots in remote areas similar to Big Six are exceedingly rare and these types of recreational lots are in demand by Canadians (Appendix E).

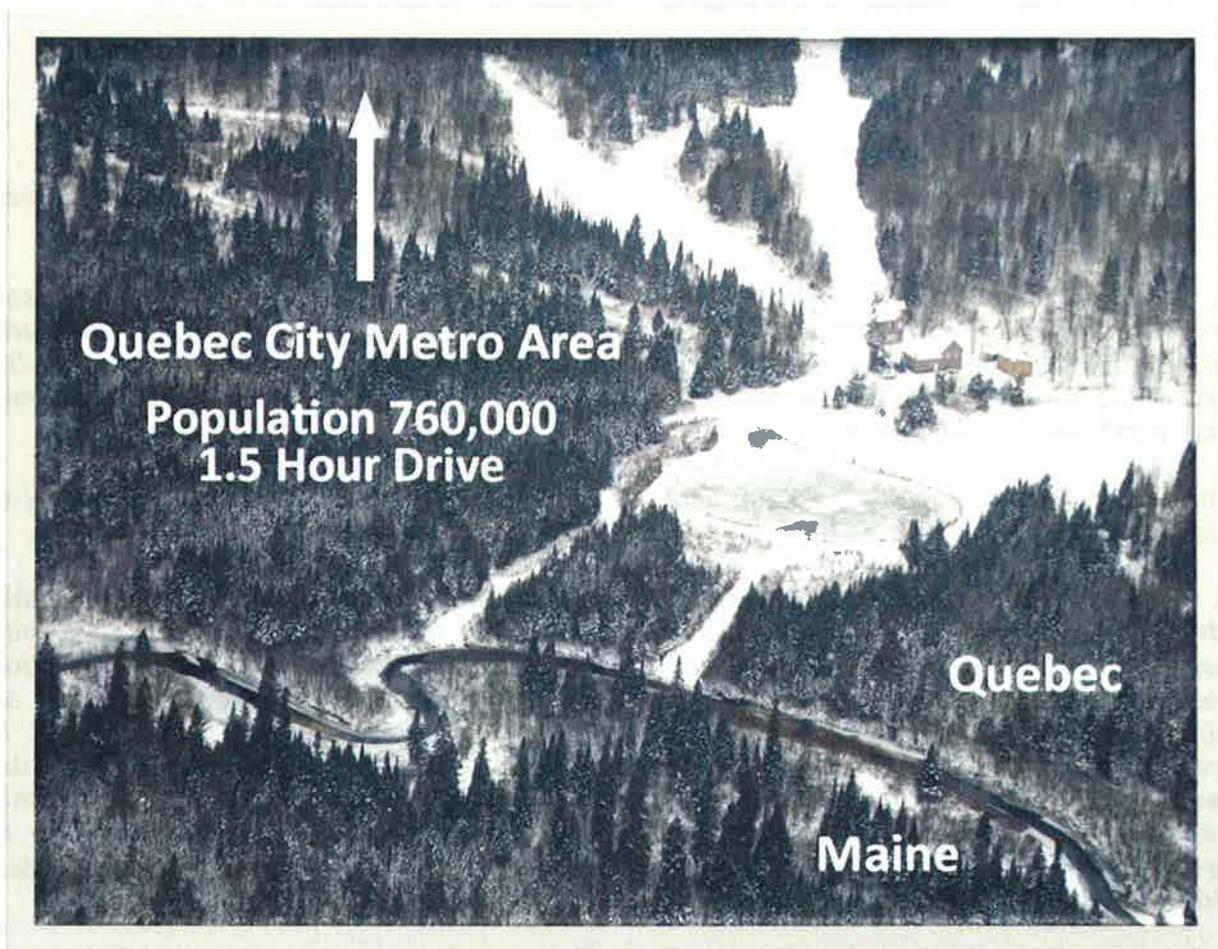


Figure 1: Aerial photo showing camp development on Quebec side of border near Big Six, Photo by Diano Circo, The Trust for Public Land, November 2013

Historically lots have not been available for sale on the U.S. side of the border in this region because it has been dominated by a few large individual commercial landowners who own vast tracts and traditionally haven't been interested in subdivision. Big Six is a rare example of parcelization in this region. The property was carved out of a much larger ownership and purchased in December 2012 and is an example of new smaller ownership patterns that are emerging in Maine's North Woods. With a smaller land-base the owners are forced to look at the opportunity for new sources of revenue such as subdivision and camp lot development to diversify the property's economic potential.

4. Proposed holder of right, title or interest in parcel must be among those cited in Maine's Statewide Forest Resource Assessment.

The Maine Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands will be the easement holder.

5. To the extent that it has the legal authority to do so, the landowner must guarantee unencumbered foot access to the parcels.

The landowner has agreed to the general terms of the model Land for Maine's Future easement which requires pedestrian access (Appendix D).

6. Landowner must guarantee access on the parcels for non-motorized recreational uses of the parcels, such as hunting, fishing, hiking, cross-country skiing and wildlife watching by the general public.

The landowner has agreed to the general terms of the model Land for Maine's Future easement which requires pedestrian access for recreational purposes (Appendix D).

7. Proposal must meet Forest Legacy Program match requirements (the Forest Legacy Program will pay no more than 75% of the total project costs).

The required match for this parcel will be raised by The Trust for Public Land through applications to a variety of state funding sources, private foundations, and a private fundraising campaign (Appendix A).

C. Maine Forest Legacy Program Scoring Criteria
(for applications that meet Minimum Required Criteria)

Maximum Total Points: 110

IMPORTANCE CRITERIA (30 points maximum)

1. Identify total size of project: (0 pts if < 10,000 Acres; 5 pts if >10,000 Acres).

Approximately 23,600 acres to be held as a conservation easement by the Maine Department of Agriculture Conservation and Forestry (ACF), Bureau of Parks and Lands (BPL).

2. Describe to what extent the project contains each public value

- a. Economic benefits from timber and potential forest productivity (including landowner commitment to sustainable forest management in accordance with a management plan and whether land is third party certified; whether forestry activities contribute to the region's resource-based economy; and whether the property contains characteristics to sustain a productive forest)**

The 23,600-acre Big Six Forest is a family owned property in northern Somerset County. The property has been a commercial working forest since the 1800's. It has long supported Maine's forest products industry and has been a part of the wood basket of some of Maine's largest landowners; including International Paper. The family recently purchased the property and their goal is to sustainably produce forest products and manage the property as a long-term family investment. The family has deep Maine roots and has been directly involved in the forest products industry for several decades.

Big Six is strategically located near regional milling operations and provides timber to all of the local mills including: SAPPI (Skowhegan, ME), Daaquam (Saint Just de Bretenieres, Quebec), and Verso (Jay, ME). The largest stud mill in the region is only 10 miles by road from the property. Big Six sits between two of the major east-west haul roads crossing Maine's North Woods providing easy and economical access to all timber markets. The property is ¼ of a mile from the Saint Aurelie Road (also called the Baker Lake Road) to the north and 3 miles from the Golden Road to the south (Appendix B, Map D). The landowner has rights-of-way for all purposes to both road systems.

Approximately 17,000 acres of the property are considered operable timberland. This includes the 4,500 acres of sugar bush which are currently being managed for sugar maple production. There are 244,335 cords of operable volume on the property. Northern Hardwood Forest (44.7%) is the dominate land cover type, followed by Lowland Spruce-Fir Forest (31.3%), Spruce Flat (7.5%), and Spruce-Northern Hardwood Forest (6.9%). The landowner manages the property according to a management plan and works directly with a professional Maine Forester.

Big Six is a strategically important productive hardwood site in region generally known more for softwood production. The hardwood lumber market is dramatically growing, driven by Southeast Asian demand. In 2013, 1.463 billion board feet of hardwood lumber were exported surpassing the 2006 record by 11%². Saw log prices trended upward throughout the world in the fourth quarter



Figure 2: Logs from Big Six headed to market, Photo by Diano Circo, The Trust for Public Land 2013

of 2013 to the highest level in over two years and the third highest price on record³. The Lumber Price Index has jumped 26% from \$1,163 to \$1,469 per thousand board feet in one year⁴. Hard Maple has sky rocketed 33% from \$1,350 to \$1,800 per thousand board feet in one year⁵. Conserving productive hardwood sites, like Big Six, is critical to maintaining Maine's economic viability and ensuring strong economic diversity within the state's forest products industry.

The U.S. Forest Service's Timber Volume on Private Timberland Index identifies the property as in the 90th percentile (939.00 to 2,448.4 million cubic feet). This is the highest possible ranking for this index which ranks watersheds by relative contribution of private forests to the production of timber volume.

b. Economic benefits from non-timber products (such as non-timber forest products and guided outdoor recreation)

With over 100 years of history on the property, maple syrup production is an integral component of Big Six. The Big Six sugar bush covers about 4,500 acres and hosts approximately 340,000 maple sugar taps. It is believed that Big Six has more taps than any other single township in Maine and is one of the two largest maple syrup producing properties in the United States. These taps produce an estimated 110,000 gallons of maple sugar per year, accounting for \$3.63 million worth of maple syrup in 2013, with a retail value of \$6.18 million. This represents approximately 24% of Maine's total maple sugar production and 3.4% of the total U.S. production of maple syrup in 2013; roughly equal to the total syrup produced by New Hampshire (124,000 gallons), or Connecticut

² U.S. Department of Agriculture

³ Northern Logger, May 2014

⁴ Hardwood Review, April 2014

⁵ Hardwood Review, May 2014

(11,000 gallons) and Massachusetts (63,000 gallons) combined⁶. Big Six is a nationally significant sugarbush.

The Big Six sugarbush supports eight separate producers leasing from 6,000 to 80,000 taps each. Some of the family producers operating on the property have been making syrup on Big Six for five generations. According to the Maine Maple Producers Association, roughly one six-month, full-time, seasonal worker is needed for each 10,000 taps. Wages for a seasonal workers range from \$11.00 to \$16.00 an hour. Using these numbers, Big Six supports approximately 34 full-time seasonal workers and generates \$389,000-\$566,000 of wages a year (this assumes an 8 hour work day and 5 day work week). An individual seasonal worker could make \$11,440-\$16,640 for six months of work. Somerset County has the second highest overall poverty rate in the state, with an average household income of \$35,277⁷. For seasonal work, these are high wage jobs in a rural region of Maine that offers limited employment opportunities. These numbers do not include wages associated with the full-time employment generated by the Big Six sugarbush.

As an example, one family producer on the property employs 3 full-time workers and 4-5 seasonal workers. Their production facility on Big Six supplies the family's distribution center in Madison, Maine that employs an additional 4 full-time and 3 part-time workers.

Tap leases on Big Six range from \$0.55-\$0.62 per tap, accounting for between \$187,000 and \$210,800 per year. It typically costs \$20-\$25 per tap to set up a new sugar bush, placing the value of the property's current sugaring infrastructure at \$6.8-\$8.5 million. The property includes several syrup pumping and processing stations along with miles of tubing.

Sugar Maple trees are typically not commercially viable until they have reached 10-12 inches in diameter. In Maine it takes an average of about fifty years to grow a commercially viable sugar maple. If lost to development, or other pressures, this sugar bush could not be replaced in the short-term and would significantly impact the entire sugaring economy in Maine.

In 2011 the Maine Legislature, with the strong support of the Governor, passed LD 109 which created the Maine Maple Sugar Industry Task Force (Task Force). The Task Force was created in response to a need to expand the maple sugar industry in Maine and recognition of its importance to the State. The Task Force, through its Chair, Representative Russell Black, and state agency partner, the Department of Agriculture, Conservation, and Forestry, has been directly

⁶ United States Department of Agriculture, National Agricultural Statistics Service, Maple Syrup Production, 2013

⁷ Poverty in Maine 2010, Margaret Chase Smith Policy Center



Figure 3: Sugarbush on Big Six property, Photo by Andy Cutko, Maine Natural Areas Program 2013

involved with the Big Six project and very supportive of the efforts to secure Forest Legacy funding (Appendix C).

The Big Six property also supports commercial guided hunting operations and sporting camps. This region of the North Woods has long been a destination for sportsman, and the area has a strong tradition of remote sporting camps. A local Maine-based guiding service and sporting camp operator has long held hunting leases on Big Six. The property is important enough to this business that it has worked with several landowners over the past 25 years to ensure that the Big Six leases remain available. These leases are for bear baiting sites only. The public continues to have access to all of the remaining property for hunting and fishing. Because the proposed easement will ensure hunting and fishing opportunities on the property will continue to be available, the Big Six Forest project is supported by The Maine Professional Guides Association and the Sportsman's Alliance of Maine (Appendix C).

Determining the value a piece of land provides for ecosystem services (clean water, clean air, carbon sequestration, habitat) is a relatively new and evolving science. However, a recent Maine study by the Manomet Center for

Conservation Sciences estimated that the average ecosystem service value per year for the Big Six property is \$500-\$600 per acre (\$11.5-\$13.8 million per year)⁸.

c. *Public recreation opportunities*

The property currently has an open use policy and the landowner's allow public access for all forms of recreation. The property has a well maintained road system and is easily accessible from the Sainte-Aurelie Checkpoint which is accessed from the Canadian side of the border via Highway 277 (Appendix B, Map B). The road from the checkpoint to the property (Sainte Aurelie Road) is a major east-west artery for timber in the region and is well maintained throughout the year. This is a common access point to northwestern Maine for recreational users both American and Canadian.

Alternatively the property can be accessed via the Sainte Aurelie Road (AKA Baker Lake Road) without entering Canada. This is the same road system used to access some of the region's most iconic recreation destinations: Allagash Stream; a traditional starting point for paddling trips on the Allagash Wilderness Waterway, and Baker Lake; a traditional starting point for trips on the St. John River.

Big Six is has long been utilized by the sporting community for commercial and public hunting. Hunting on the property has traditionally centered on black bear, moose, and deer. The property also contains over 500 acres of inland wading bird and waterfowl habitat. The landowner currently has an open lands policy and allows the public free access for recreational use.

Snowmobiling is allowed on the property and this region is considered a challenging backcountry opportunity for snowmobilers. Typically only major haul roads and active timber sites in this region are plowed through the entire winter season. Because Big Six is only ½ mile from the Saint Aurelie Road, 2 miles from the border crossing, and accessible from Quebec without having to go through a North Maine Woods gate, it makes for an accessible and attractive off-trail destination for adventurous snowmobilers who can trailer their sleds within a mile or two of the property. Given its far northern location, the property also tends to have snow earlier and later in the season than other areas of Maine.

Recently in Quebec large maple syrup farms have become tourist destinations. This hasn't been a popular activity at Big Six to date, but as more people become aware of its expansive sugar bush and unique location it is possible that more maple sugar based tourism could happen on the property.

- d. *High value plant and animal habitat as identified by state, regional, or federal programs, including but not limited to Significant Wildlife Habitat; Beginning with Habitat Focus Areas; habitat for rare, threatened or endangered plant or animal species (including Essential Habitat and Critical Habitat); and rare or exemplary natural communities.***¹

⁸ Valuing Maine's Natural Capital, Manomet Center for Conservation Sciences, April 2012

The entirety of Big Six has been designated critical habitat for the federally listed threatened Canada Lynx by the U.S. Fish and Wildlife Service (USFWS) and one-third of property is within the USFWS's Atlantic Salmon Gulf of Maine Distinct Population Segment for the federally listed endangered Atlantic salmon (Appendix B, Map E).

Big Six has been identified as a key linkage for Canada lynx survivability through peer reviewed research conducted by Carlos Carroll at the Wildlands Project (Appendix B, Maps G & H). The property scores near the top of the study's importance metric and highlights its significance as a corridor for lynx. In addition, the Maine Department of Inland Fisheries and Wildlife (MDIFW) has recorded multiple occurrences of lynx on the property and directly adjacent to Big Six in both the U.S. and Canada (Appendix B, Map I).



Figure 4: Marsh Valerian on the Big Six property, Photo by Andy Cutko, Maine Natural Areas Program 2013

Eight wetland basins (516 acres) are mapped as Inland Waterfowl and Wading Bird Habitat. One area (35 acres) is designated as high value Inland Waterfowl and Wading Bird Habitat by MDIFW.

Two rare plants have been identified by the Maine Natural Areas Program (MNAP) on the property, Marsh Valerian (S2) and Blue Leaf Sedge (S2). Both are state species of Special Concern. S2 species are considered imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres).

According to MNAP the extensive sugar maple stands on the property are considered ecologically important as a proxy for late successional forest. Late successional values such as larger tree sizes and closed canopies are present throughout the Big Six sugarbush. The vast majority of the sugarbush is populated with maples in excess of seventy years old, with some specimens over two hundred

years old. MNAP has also identified several patches of late successional cedar on the property and cored trees two hundred years old. Extensive mature forest stands are increasingly unusual in northern Maine's commercial forest landscape. Stands over a hundred years old account for only 7% of the state. This project will ensure these late successional stands are conserved for their ecological and economic values.

e. water supply and watershed protection, and/or containing important riparian areas, wetlands, shorelines, or river systems

The Big Six Forest contains extensive wetlands (2,099 acres) and 39.4 miles of mapped streams (Appendix B, Maps E & F). Most of the parcel (approximately 18,000 acres) drains into the Southwest Branch or Little Southwest Branch of the Saint John River; the southern extent of the upper Saint John watershed. The southeastern corner of the property contains the headwaters of Norris Brook and Rainey Brook, the northwestern extent of the Penobscot River watershed.

The Big Six project builds on important watershed protection efforts in the Saint John and Penobscot River watersheds. Less than 10 miles northeast of Big Six

is the The Nature Conservancy's (TNC) Saint John River Forest. TNC's 185,000-acre purchase was a significant effort to protect the upper Saint John River corridor including 40 miles of the river's shoreline. This area supports one of the highest concentrations of rare plants in Maine. Big Six would protect an additional 18,000 acres in the highest reaches of the upper Saint John River watershed helping to ensure water quality feeding this important riverine system.



Figure 5: Coring late-successional cedars on the Big Six property, Photo by Andy Cutko, Maine Natural Areas Program 2013

Abutting the Big Six property to the south and east, the 325,000-acre West Branch Project (Forest Legacy FY03) was a successful effort led by the Forest Society of Maine (FSM) and the State of Maine to protect the West Branch of the Penobscot River watershed. Big Six is a strategic infill in the West Branch

Project that will add 6,000 acres of conservation to the watershed and complete protection of the Penobscot River watershed northwest of the West Branch.

Because of its gentle topography, the Big Six property contains extensive wetlands along stream valleys. About 8% of the property (2,099 acres) is mapped as wetland according to the National Wetlands Inventory. This includes Cedar Swamp (5.6%), Shrub Swamp (1.1%), Open Bog (0.9%), and Freshwater Marsh (0.4%). The Maine Natural Areas Program (MNAP) has identified old-growth cedar stands on the property and cored trees that are 200 years old.

Eight wetland basins (516 acres) are mapped as Inland Waterfowl and Wading Bird Habitat. One area (35 acres) is designated as high value Inland Waterfowl and Wading Bird Habitat by MDIFW.

Big Six is identified as in the 90th percentile (water quality index of 67.34 to 91.71) by the U.S. Forest Service's Water Quality Index for Private Forests⁹. This is the highest possible ranking for this index which ranks watersheds by relative contribution of private forests to the production of clean water.

f. scenic resources (such as mountain viewsheds, undeveloped shorelines, visual access to water, areas along state highway system)

Big Six Forest offers exceptional habitat and wildlife viewing opportunities, particularly for Moose, Black Bear, and Canada lynx.

g. historic/cultural/tribal resources of significance as formally documented by a government agency or non-governmental organization

Somerset County has a long history of maple syrup production, and is the largest maple syrup producing county in the U.S. Big Six is the core of the county's syrup production and a significant contributor to total U.S. production. The taps in Big Six have been tended by Maine families for more than 100 years. Some producers on the property are working with the same trees that their great-grandparents first tapped. This is a legacy of use that is woven into the historical and cultural fabric of New England. The tapping of trees and boiling of sap are universal signs of spring in New England, and events like Maine Maple Sunday have become cornerstones for agricultural tourism in rural Maine. In recognition of the historic, cultural and economic importance of maple sugaring in Maine, the Legislature and Governor created the Maine Maple Task Force Study Group in 2011.

(1 pt for each public value significantly represented by the project; 0 additional pts if project is of primarily regional significance; 4 additional pts if project is of state significance; 8 additional pts if project is of national significance)

3. Describe access to the project for recreational purposes: (0 pts if foot access to the parcel is not being guaranteed and/or vehicle access to project will not be available; 5 pts if foot access to the parcel is being guaranteed and vehicle access to the project will be available; scoring will recognize that vehicle access to certain lands such as high elevation parcels may not be appropriate).

The Big Six parcel is currently open to motorized and pedestrian recreational use. A network of management roads allows vehicle access. While sections of the property may be closed for forest management purposes, under the proposed easement guidelines, the entire property would remain open to the same public uses that are available today; hiking, hunting, fishing and snowmobiling.

4. Describe the future forest management objectives, what entity will be responsible for future forest management and how the property will be sustainably managed

⁹ Private Forests Public Benefits, U.S. Forest Service, December 2009

to protect the values identified in #2. Scoring is based upon the degree to which future forest management will be consistent with the Land for Maine's Future Program's most current policy for working forest easements: (0 pts if not consistent; 5 pts if highly consistent).

Big Six Land and Timber will remain the fee owner of this property and continue to manage it for sustainable long-term forest products production. The intent of this project is to protect all of the current commercial and recreational uses of the property including maple syrup production. The conservation easement will be based on the model Land for Maine's Future easement and structured to protect the forest productivity, ensure public access, and protect high value habitat.

The easement will be designed to ensure the 4,500-acre sugarbush will remain in a mature condition which will protect its important ecological features as well as the opportunity for commercial maple sugaring. The 17,000 acres of the property that are currently being utilized as a traditional working forest will continue to be managed for fiber production.

The value of maple sugar has increased dramatically over the past decade. If this easement is successful and syrup prices continue to climb along with tap rates, the landowner may alter management goals to further expand the sugarbush over time.

¹Relevant data to this criterion may be obtained from MDIFW, the Maine Natural Areas Program, or the U.S. Fish and Wildlife Service. Other private or non-profit sources or individuals may have additional information relevant to this criterion.

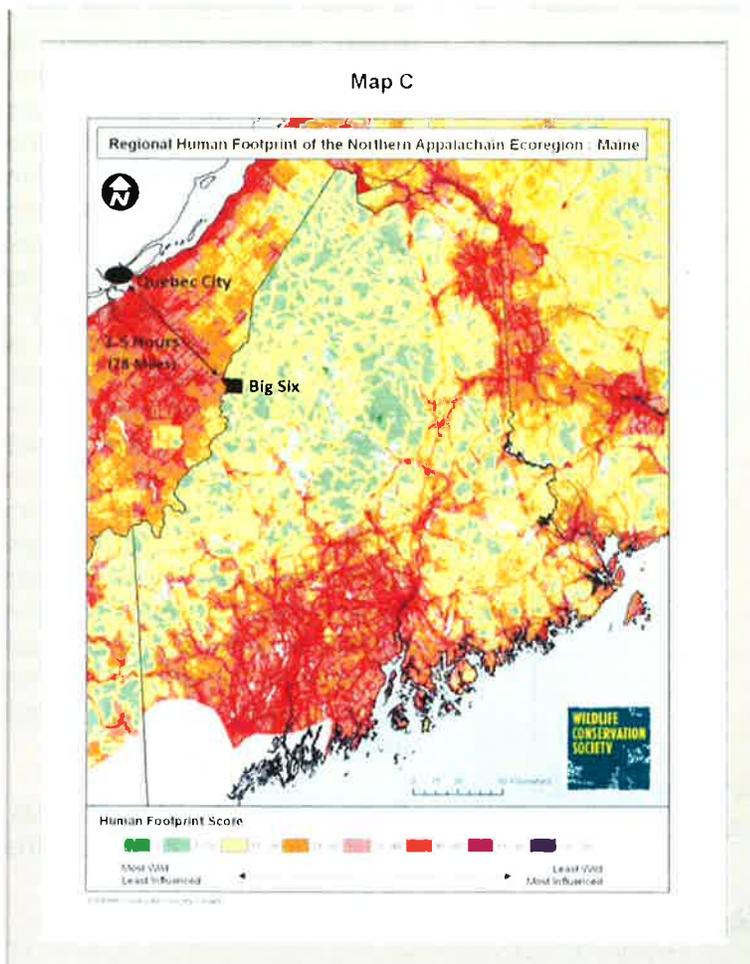
THREATENED CRITERION (20 points maximum)

5. **Describe the extent to which the values identified in #2 are under threat of loss or conversion to non-forest uses (or were under threat prior to pre-acquisition). Describe the type, severity and imminence of the threat. Include a description of any legal protections that currently exist on the property; landowner circumstances; adjacent land use; and physical attributes of the parcel that could facilitate conversion: (5 pts if threat of loss or conversion is low; 10 pts if threat of loss or conversion is moderate; 20 pts if threat of loss or conversion is high).**

If left unprotected this property is at threat of conversion to non-forestry uses that could imperil the recreational, ecological, and timber resources of the parcel. The property is strategically located for conversion via camp lot development, kingdom lot development or private commercial recreational development.

Legal Protections

The majority of the property is zoned Management General (M-GN) by the Land Use Planning Commission (LUPC). LUPC planning and zoning regulations on the property offer no outright prohibitions on development, only limited shoreline setbacks and building standards. There are no legal encumbrances that limit subdivision or conversion to non-forest uses.



Adjacent Land Use

Big Six directly abuts the Province of Quebec and the community of Sainte-Aurelie. The property is about an hour and a half (78 miles) from the Quebec City metropolitan area (population of over 760,000; roughly the size of Boston) and five miles by road from the town of Sainte-Aurelie. The Sainte-Aurelie Checkpoint is two miles by road from the property and one of only seven border crossings between Quebec and Maine (Appendix B, Map D). This checkpoint is a strategic access point for forest products and a gateway for recreationalists utilizing Maine's North Woods.

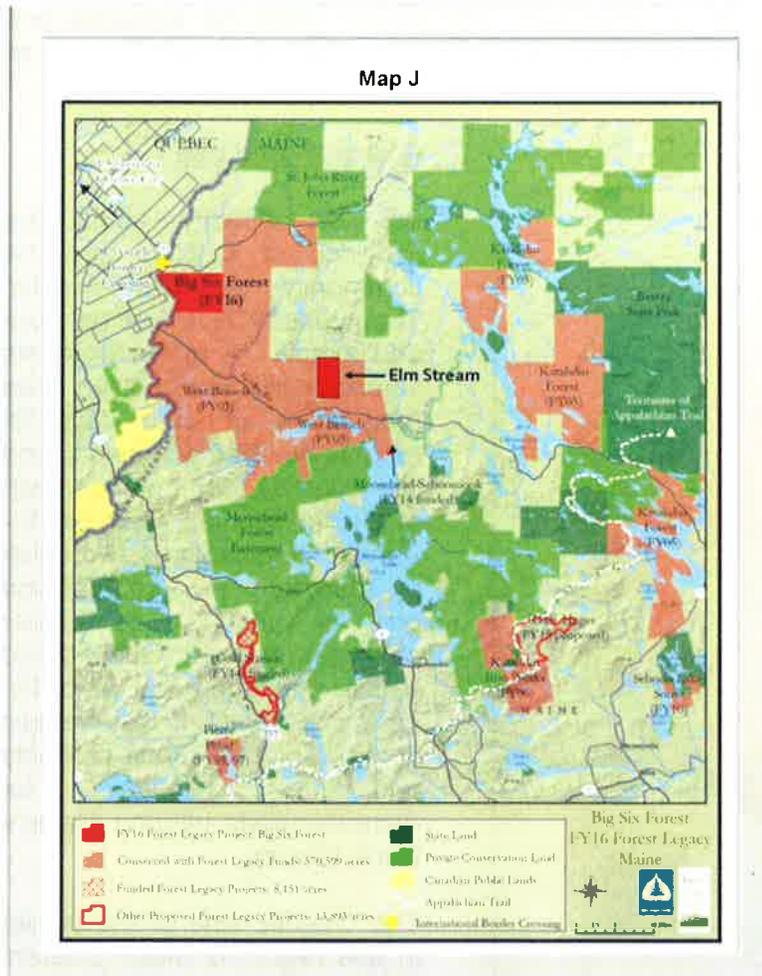
The Quebec side of the border in this region is much different than Maine's North Woods. The landscape is dominated by farms and small towns where

hunting and fishing are a large part of the local economy (Appendix B, Maps C & D). In recent history this region of Quebec has also seen extensive wind power development. For this reason many Canadians value Maine's undeveloped North Woods as a recreation destination. Many hunting camps already dot the border between Quebec and Big Six. Canadian hunters have long built camps directly on the Quebec side of the border to take advantage of access to large tracts of unbroken forests on the Maine side of the border.

The uninterrupted forests on the American side are owned primarily as part of vast commercial forest tracks, with single ownerships typically covering more than 100,000 contiguous acres or more. These larger forestland owners traditionally have been less likely to develop their core timberlands. As a consequence there has been little development on the U.S. side in this area. The exception to the individual large ownership pattern in this border region is Big Six. At 23,600 acres it is the smallest single ownership within fifteen miles of the Sainte-Aurelie border crossing in Maine's North Woods.

One property in the region with similar development characteristics to Big Six is Elm Stream in Elm Stream Township (Appendix B, Map J). Elm Stream is about fifteen miles from Big Six along the Golden Road. Like Big Six it's a small ownership (just over 9,000 acres) surrounded by massive industrial owners.

Also similar to Big Six, it's abutted on three sides by the Seboomook easement. Elm Stream has been divided into 66 lots ranging from 1.2 acres to 1,871 acres. Forty Six of the lots have been developed¹⁰. Like Big Six Elm Stream is primarily comprised of forests, streams and wetlands. Elm Stream does have one significant small pond; Elm Pond. Seven lots are on Elm Pond, the remaining 59 are forest lots similar to what could be developed on Big Six. Elm Stream shows a demand exists for remote forest lots in this region even without large lakes.



According to the U.S. Census, in 2010, over 80% of the

¹⁰ Maine Revenue Service tax maps and 2014 taxpayer valuation data

housing in northern Somerset County was seasonal, compared to 16% statewide. This property is in a region dominated by seasonal recreational homes, an indicator of both demand and threat of conversion.

Canadian Demand

Because large tracts of undeveloped forestland available for camps are significantly limited in Quebec, demand exists for new recreational lots in the region (Appendix E).

When lots are available near border crossings, Canadians have shown strong interest in recreational camp lots. For example, Colburn Gore, like Big Six, is one of only six designated Maine-Quebec border crossings. This crossing is three hours from Quebec City. There are approximately 15 recreational lots in Colburn Gore¹¹. According to Maine Revenue Service (MRS) tax data five of those are owned by U.S. citizens and ten are owned by Canadian citizens (all from the Province of Quebec).

In September of 2013 JD Irving announced an effort to rezone 50,000 acres of their land in far northern Maine near the New Brunswick and Quebec borders for potential development. This is a sparsely populated area of Maine and more than a day's drive from any major U.S. population center. The company appears to be counting on interest from the Canadian side of the border to drive lot sales.

According to Maine Land Use Planning Commission (LUPC) Staff, potential developers have approached the LUPC recently claiming there is a strong Canadian demand for camp lots in Maine. The developers assert this is because Crown lands (Canadian public lands) are off-limits to development and dominate large forest ownership in Canada¹². More than 92% of Quebec's territory is Crown land (2.5 million acres)¹³.

Nested between the farms, towns and Crown land of Quebec to the west and large blocks of conservation land to the south and east in the U.S., Big Six is under unique pressure.

Landowner Circumstance

The owners of Big Six would prefer to maintain the property as a single large working forest tract, but must also find revenue to satisfy investors and make mortgage payments. Absent an easement, the landowners have shown interest in camp lot development as one possible source of revenue. Given the history of hunting camps adjacent to the parcel, a successful commercial hunting operation currently on the property, more than 39 miles of streams, extensive rare mature hardwood stands, easy access from Quebec, and proximity to a large Canadian population, the landowners believe there is a market for camps on the property. The landowners and their representatives have also been approached with multiple unsolicited requests to buy camp lots on Big Six in the last year. These requests have focused on lots from 10-100

¹¹ The author utilized Maine Revenue Service tax maps and field work to determine which lots were likely recreational camps.

¹² Phone discussion with Samantha Horn Olsen, Planning Manager, Land Use Planning Commission, June 13, 2014

¹³ Government of Quebec, Energie et Ressources naturelles Quebec,
http://www.mern.gouv.qc.ca/scripts/isapi_srun.dll/english/territory/portrait/portrait-use.jsp

acres. Because of the landowners interest in the easement and the economic importance of the property they have not moved forward with those offers.

STRATEGIC CRITERION (30 points maximum)

- 6. Describe the property's relevance or relationship to conservation efforts on a broader level. Describe the scale of the broader conservation plan, the scale of the project's contribution to that plan, and the placement of the project within the plan area. Describe whether the project is adjacent to or otherwise located so as to significantly enhance the values of existing conservation land. (0 pts if property is not part of a broader conservation plan; 15 pts if the property makes a modest contribution to a conservation effort and is near already protected lands; 30 pts if the property significantly advances a landscape scale or watershed-based conservation strategy through infill and/or key linkages and supports previous conservation investments.)**

The 22,984-acre Big Six Forest would become the western edge of a 2 million-acre contiguous block of largely privately owned protected working forest lands that stretch from the Maine-Quebec border to Baxter State Park (Appendix B, Map A). Big Six shares over 10 miles of common boundary with the West Branch Project (Forest Legacy FY03). The property is a strategically important infill in the West Branch Project and would conserve all of the remaining unprotected headwaters of the Penobscot River northwest of the West Branch Project; completing protection of the Penobscot's watershed in this region.

The project builds on significant prior Forest Legacy Program (FLP) investments encompassing over 568,000 acres and more than \$30 million (matched by more than \$42 million): West Branch (FY03) 328,000 acres, Katahdin Forest (FY05) 195,000 acres, Katahdin Iron Works (FY06) 37,000 acres, and Katahdin Forest Expansion (FY10) 7,900 acres. The President's budget for the FY14 FLP also includes two projects in this region, Cold Stream Forest 8,000 acres (ranked #3), and the Moosehead-Seboomook Inholding 83 acres (ranked #12).

The property has also been identified as within a key linkage for wildlife and habitat connectivity between the U.S. and Canada. The border area in this region has long been identified as an important connective landscape. Organizations like the Open Space Institute, The Nature Conservancy, the Wildlands Network, and Two Countries One Forest, along with federal agencies led by the U.S. Fish and Wildlife Service and their North Atlantic Landscape Cooperative have been working to identify priority lands and connections throughout the two-country landscape.

The Big Six Forest parcel is a strategically important according to numerous conservation planning efforts:

State Planning Efforts

- Big Six has been identified by the Maine Maple Sugar Industry Task Force as a priority for conservation due to the property's critical importance to the State's maple syrup industry. Safeguarding the property from conversion to non-timber use ensures the opportunity for maple sugaring will continue to be available. Almost none of the State's commercial sugarbushes are in conservation.

National Planning Efforts

- The entire Big Six Forest property has been designated critical habitat by the U.S. Fish and Wildlife Service (USFWS) for the federally listed threatened Canada Lynx (Appendix B, Map E).
- One-third of the Big Six property is within the U.S. Fish and Wildlife Service's Atlantic Salmon Gulf of Maine Distinct Population Segment for the federally listed endangered Atlantic salmon (Appendix B, Map E).
- Big Six is within a Focal Area of High Estimated Resilience. This new data, developed by The Nature Conservancy (TNC) with funding from the North Atlantic Landscape Conservation Cooperative (NALCC) led by USFWS, identifies areas expected to be the most resilient to climate change on the basis of structural factors including local connectivity, landscape complexity, and geophysical setting. Focal areas are expected to be the most resilient to the effects of climate change.
 - The TNC/NALCC data also analyzed Regional Flow Patterns to identify essential corridors. Approximately 10,000 acres within the Big Six property are identified as an area of Concentrated Current Flow. Only 15% of Maine meets this standard. Conserving this property will help maintain landscape level linkages into the large protected areas around the St. John and Penobscot headwaters.
- This parcel is located in the Hinkley Hill Matrix Forest Block designated by The Nature Conservancy. These Matrix Forest blocks are part of an extended area of contiguous large tracts of undeveloped land of sufficient size to support populations of wildlife that are difficult to maintain elsewhere.
- Research by the U.S. Forest Service Northern Research Station shows that the property will continue to be viable for sugar maples even with potentially significant changes in climate. New England Climate Assessment Study models reveal that in the next 100 years the climate necessary for sugar maples may be limited to New England's high mountain slopes and northern Maine.

International Planning Efforts

- Big Six has been identified as a key linkage for Canada lynx survivability through peer reviewed research conducted by Carlos Carroll at the Wildlands Project. The property scores near the top of the study's importance metric (Appendix B, Maps G & H).
- The Big Six project is within several important wildlife corridors identified by Two Countries One Forest (2C1F) utilizing models created at Clemson University. These models highlight critical wildlife corridors connecting existing protected lands stretching from New Hampshire through Maine into Quebec and New Brunswick. 2C1F is an international organization dedicated to using landscape conservation to protect and maintain the Northern Appalachian/Acadian ecoregion.
- The property lies within an area designated by the Wildlands Project, in its Wildlands Network Design for the Greater Northern Appalachians, as Primary Lands of High Biological Significance. Areas of high biological significance are lands identified as

having significant conservation value. The Wildlands Project (now known as the Wildlands Network) is an international conservation organization engaged in large-scale regional conservation planning to identify areas in need of protection; focusing specifically on habitat connectivity across state and national boundaries.

READINESS FACTORS AND OTHER CONSIDERATIONS (30 points maximum)

- 7. Describe the degree of match being provided as a percentage of the Total Project Cost (the Total Project Cost is the sum of acquisition and preacquisition costs, but does not include stewardship endowment; do not include funds raised for stewardship endowment as match):
(0 pts if percent match is <50%; 5 pts if percent match is 50% or greater).**

We are requesting 57% of the purchase price from the Forest Legacy Program. The required match for this parcel (43%) will be raised by The Trust for Public Land through applications to foundations a private fundraising campaign. The Trust for Public Land will also cover all pre-acquisition costs related to survey, appraisal, title, and environmental due diligence.

- 8. Describe the degree of project readiness including the status of each of the following:**

a. preliminary appraisal

Completed

b. agreement on easement or fee acquisition conditions between landowner and state

The landowner has reviewed and approved the Land for Maine's Future easement template (Appendix D).

c. cost-share commitment has been obtained from a specified source

The project has just begun, but we are confident that we can raise state and private funds to meet the required Forest Legacy match.

d. signed option or purchase and sales agreement is held by the state or at the request of the state OR at the request of the state, conservation easement or fee title is held by a third party

A letter of interest from the landowner will be forthcoming.

e. title search is completed

A formal title commitment from a reputable title insurance firm will be pursued if the project is ranked for funding.

f. minerals determination is completed

The landowner has indicated that they own all of the property's mineral rights. A formal minerals determination will be completed if the project is ranked for funding.

g. stewardship plan or multi-resource management plan is completed

A Multi-Resource Management Plan will be completed if the project is ranked for funding.

(1 pt for each readiness factor completed, up to 5 pts maximum).

9. **Describe the nature of ongoing management and stewardship of the fee or easement parcel. If fee, describe the potential for the parcel to generate revenue through timber harvesting, recreational fees, or other revenue streams directly connected to the parcel. Describe the annual management and stewardship costs of the parcel and the size of endowment needed to cover these costs using, in the case of easements, the model recommended in BPL's Monitoring Costs and Stewardship Endowment Levels for Maine Working Forest Easements <http://www.maine.gov/doc/parks/forestlegacy.shtml> or more recent BPL guidance, or, in the case of fee lands, most recent BPL guidance on the issue. Describe landowner or conservation partner's commitment to raise the necessary endowment. (0 pts if easement without commitment to raise full stewardship endowment; 20 pts if easement with commitment to raise full stewardship endowment; 10 pts if fee parcel with no or partial endowment commitment; 20 pts if fee parcel with commitment to raise full stewardship endowment or applicant demonstrates that land management will yield sufficient revenue, beginning at closing, to fully support land stewardship)**

Big Six Land and Timber currently manages the Big Six Forest parcel as a working forest with an open public use policy. The Trust for Public Land is committed to raising the appropriate level of endowment funding as determined by the Bureau of Parks and Lands.



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**BIG SIX CONSERVATION PROJECT
SOMERSET COUNTY, MAINE**

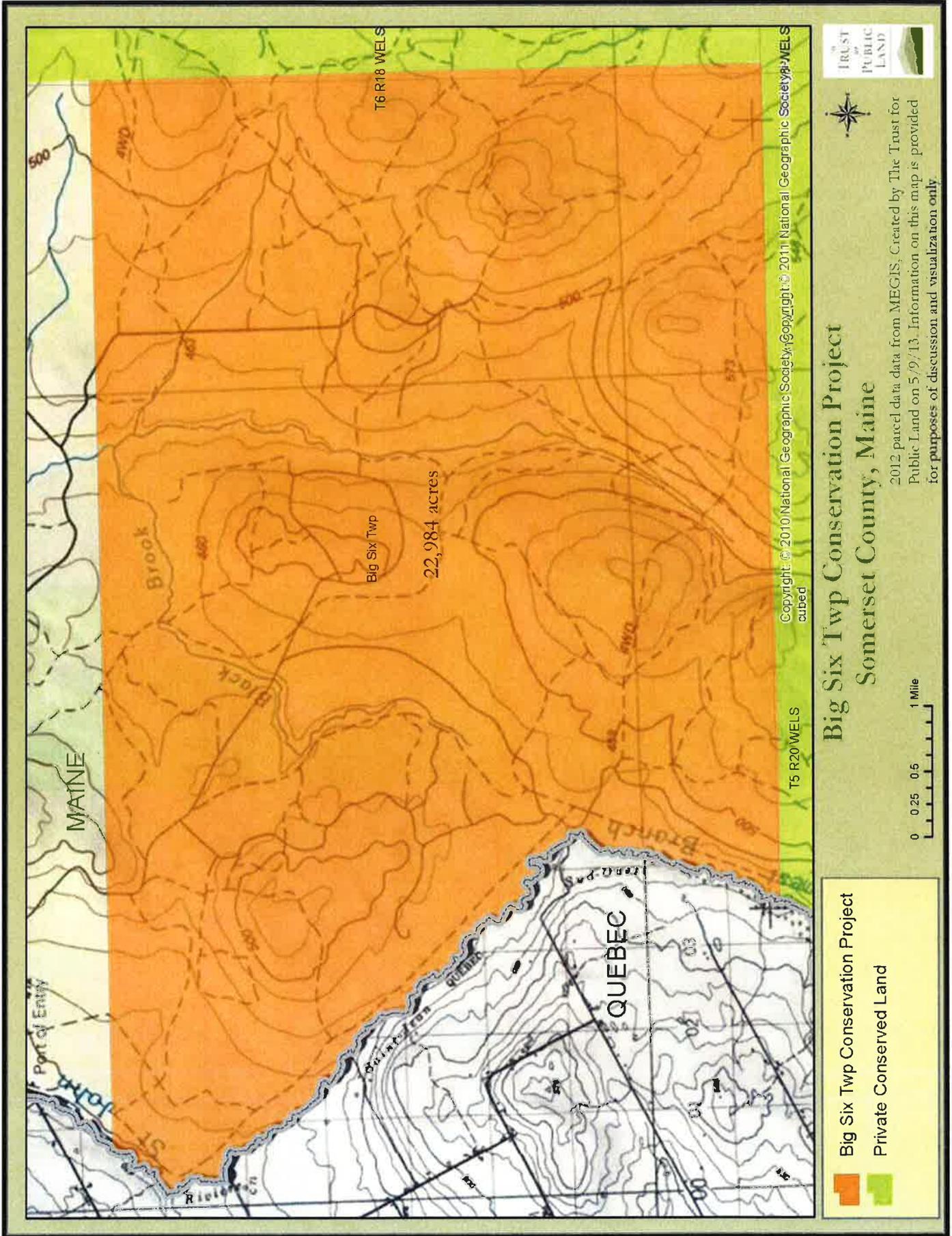
**PROJECT BUDGET
AS OF JUNE 11, 2014**

EXPENSES	Amount	
Easement Acquisition	\$6,000,000	
Survey	\$60,000	
Due Diligence (appraisal, title, environmental)	\$40,000	
Staff time and overhead (project management, legal, fundraising)	\$70,000	
Travel, office expenses, photos, misc	\$5,000	
TOTAL TRACT COST	\$6,175,000	
Stewardship Endowment (note 1)	\$200,000	
TOTAL EXPENSE	\$6,375,000	
REVENUE		
		Status
Forest Legacy (federal)	\$3,500,000	Pending
Private Fundraising Campaign	\$2,875,000	To Be Approached
Total Pending/To be Approached	\$6,375,000	
TOTAL REVENUE	\$6,375,000	

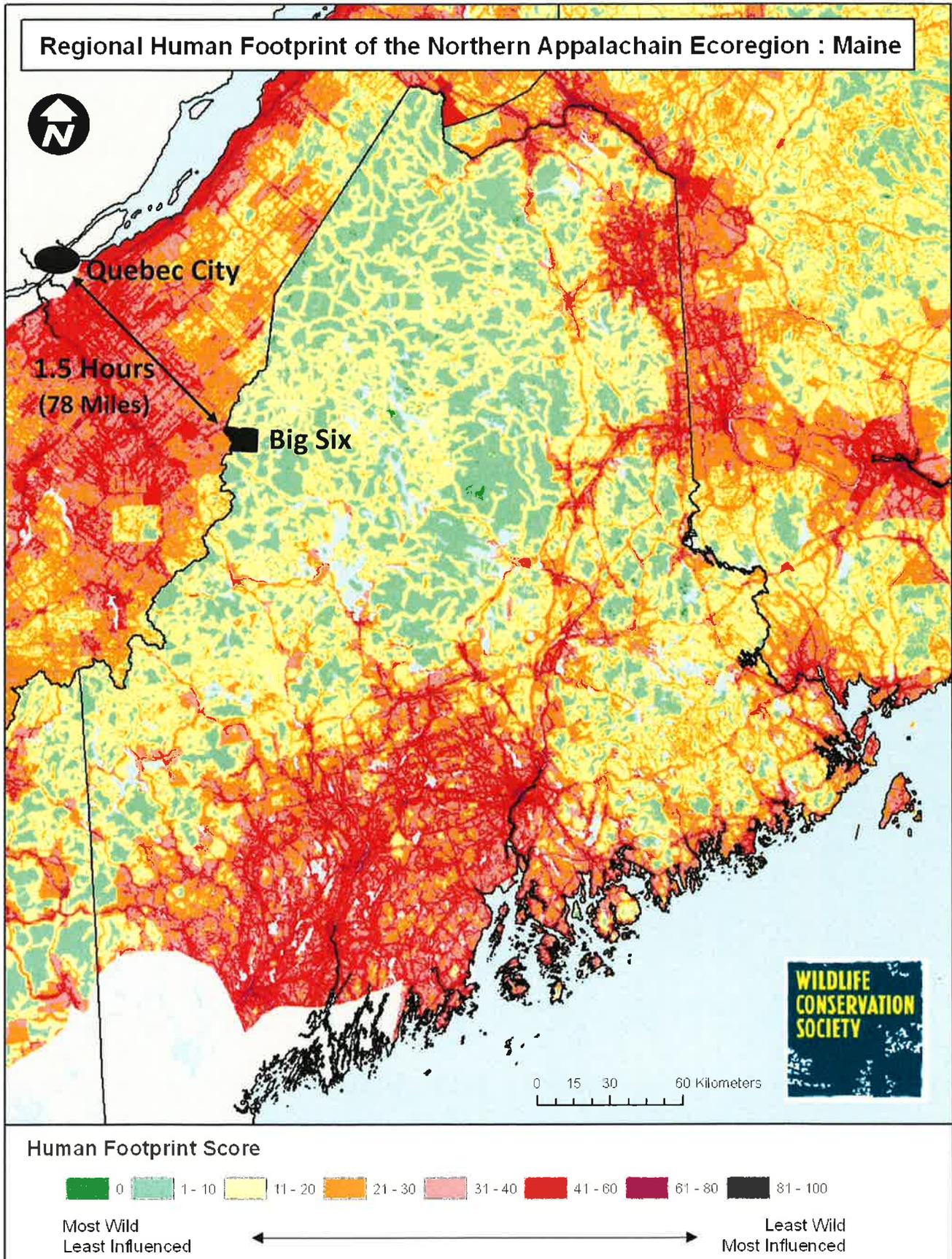
Budget Notes:

(1) An amount for stewardship endowment has not been formalized for this property. This is a placeholder only.

Map B



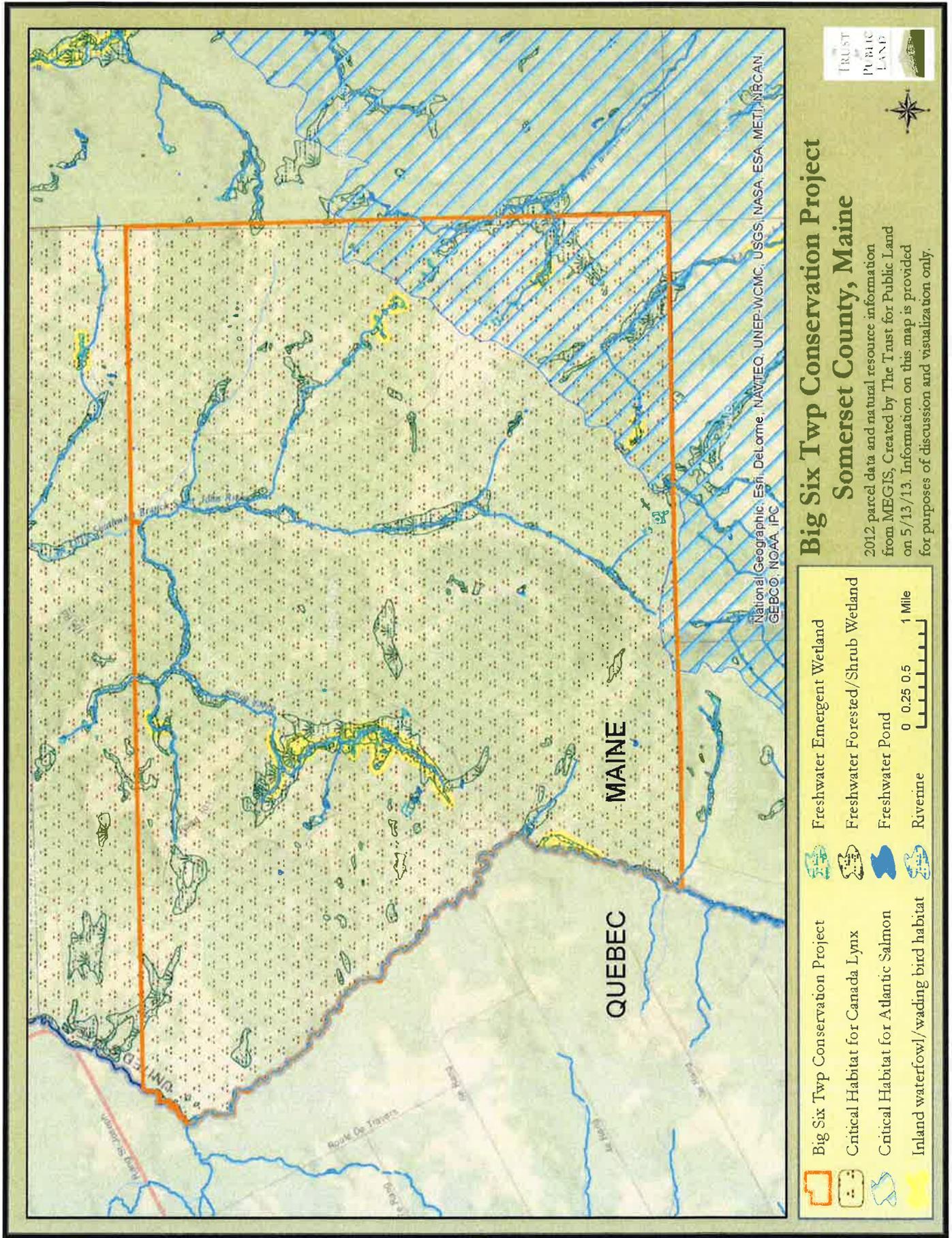
Map C



Map D

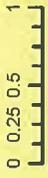


Map E



Big Six Twp Conservation Project Somerset County, Maine

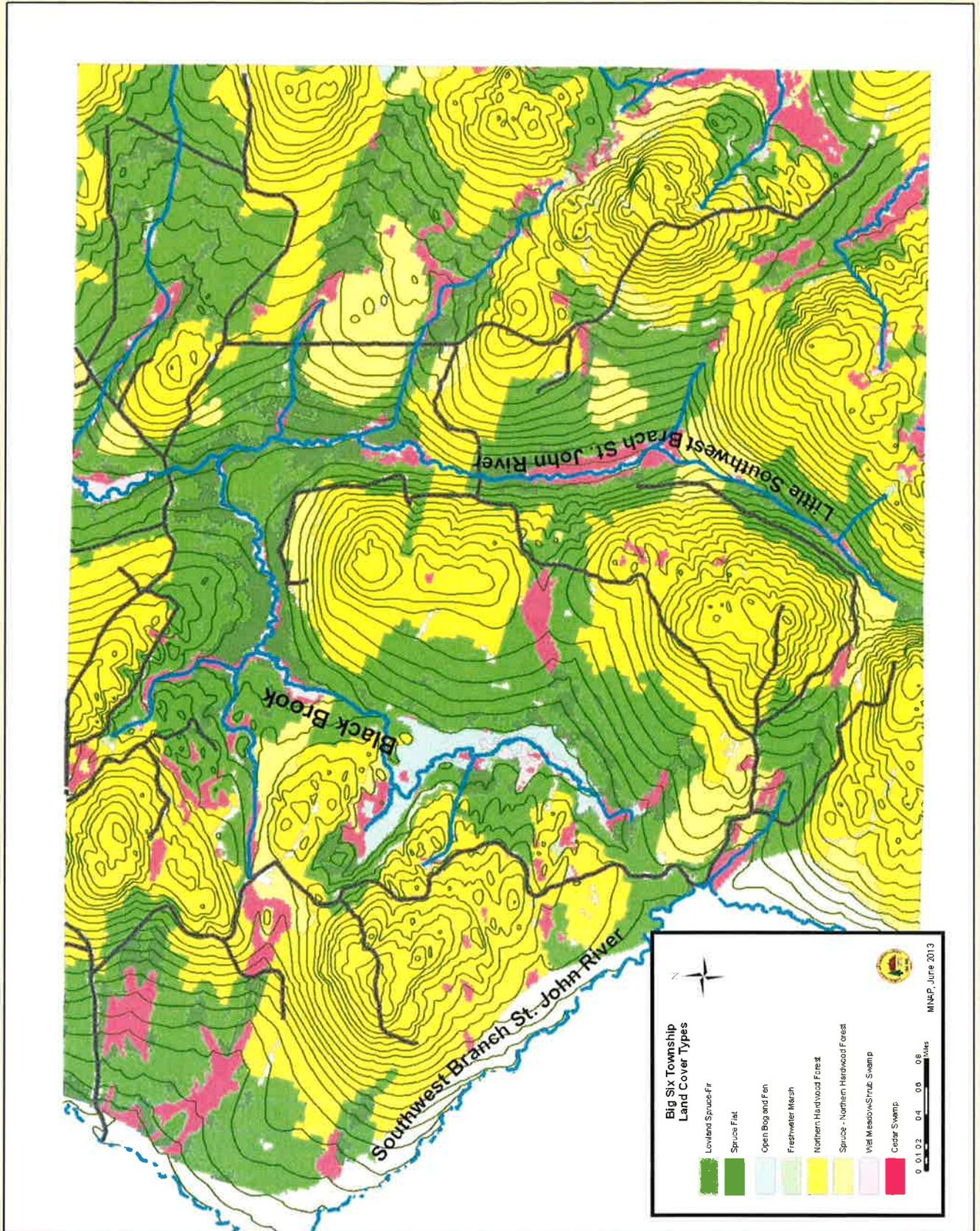
2012 parcel data and natural resource information from MEGIS, Created by The Trust for Public Land on 5/13/13. Information on this map is provided for purposes of discussion and visualization only.

	Big Six Twp Conservation Project		Freshwater Emergent Wetland
	Critical Habitat for Canada Lynx		Freshwater Forested/Shrub Wetland
	Critical Habitat for Atlantic Salmon		Freshwater Pond
	Inland waterfowl/wading bird habitat		0 0.25 0.5 1 Mile
			Riverine

National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, IPC



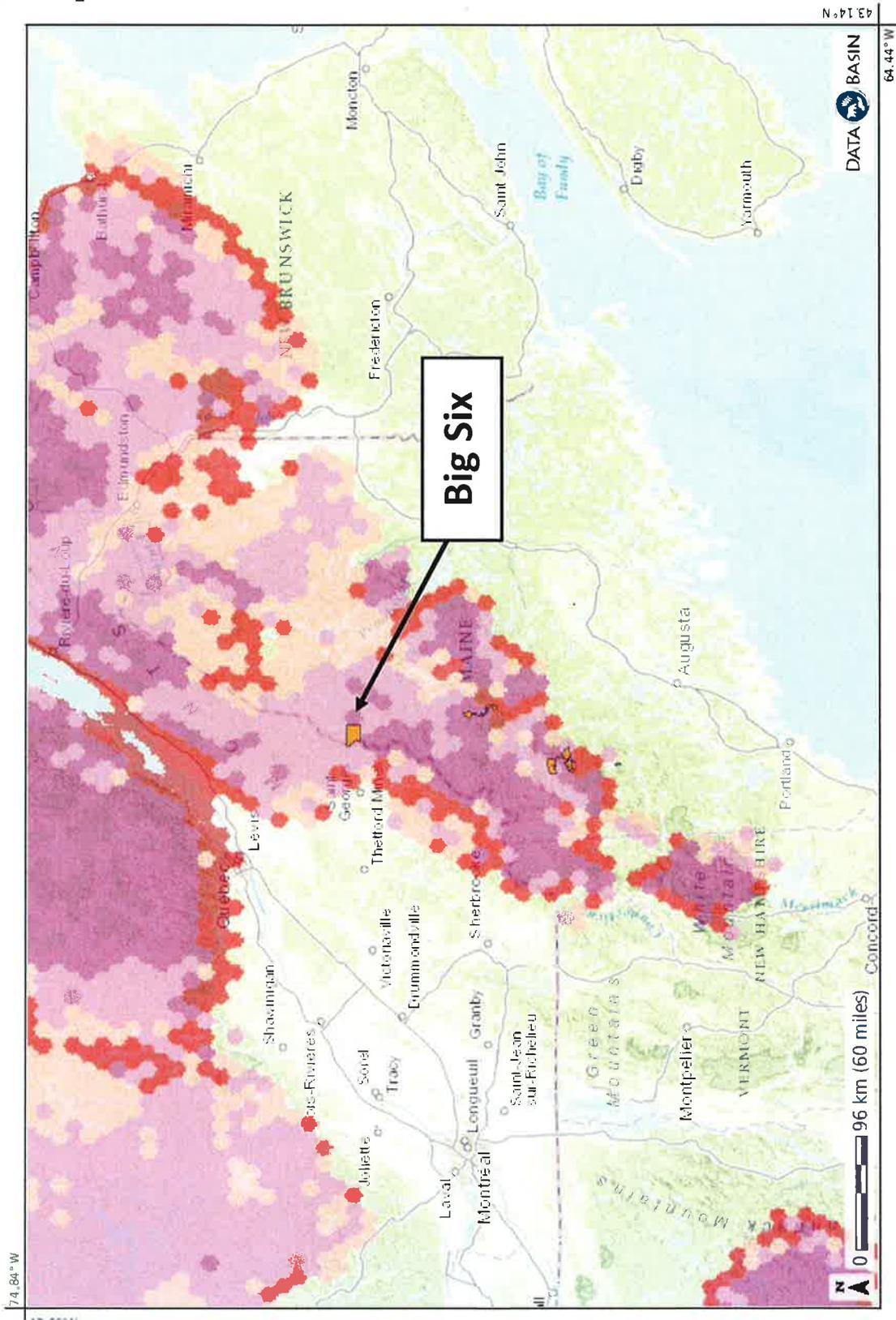
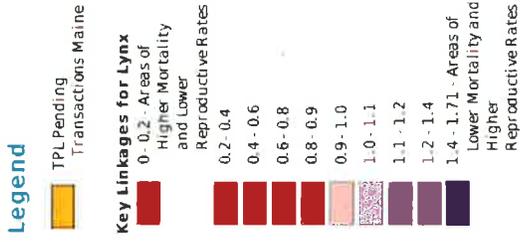
Map F



Canada Lynx Key Linkages Locus

The Wildlands Project—Carlos Carrol

Map G

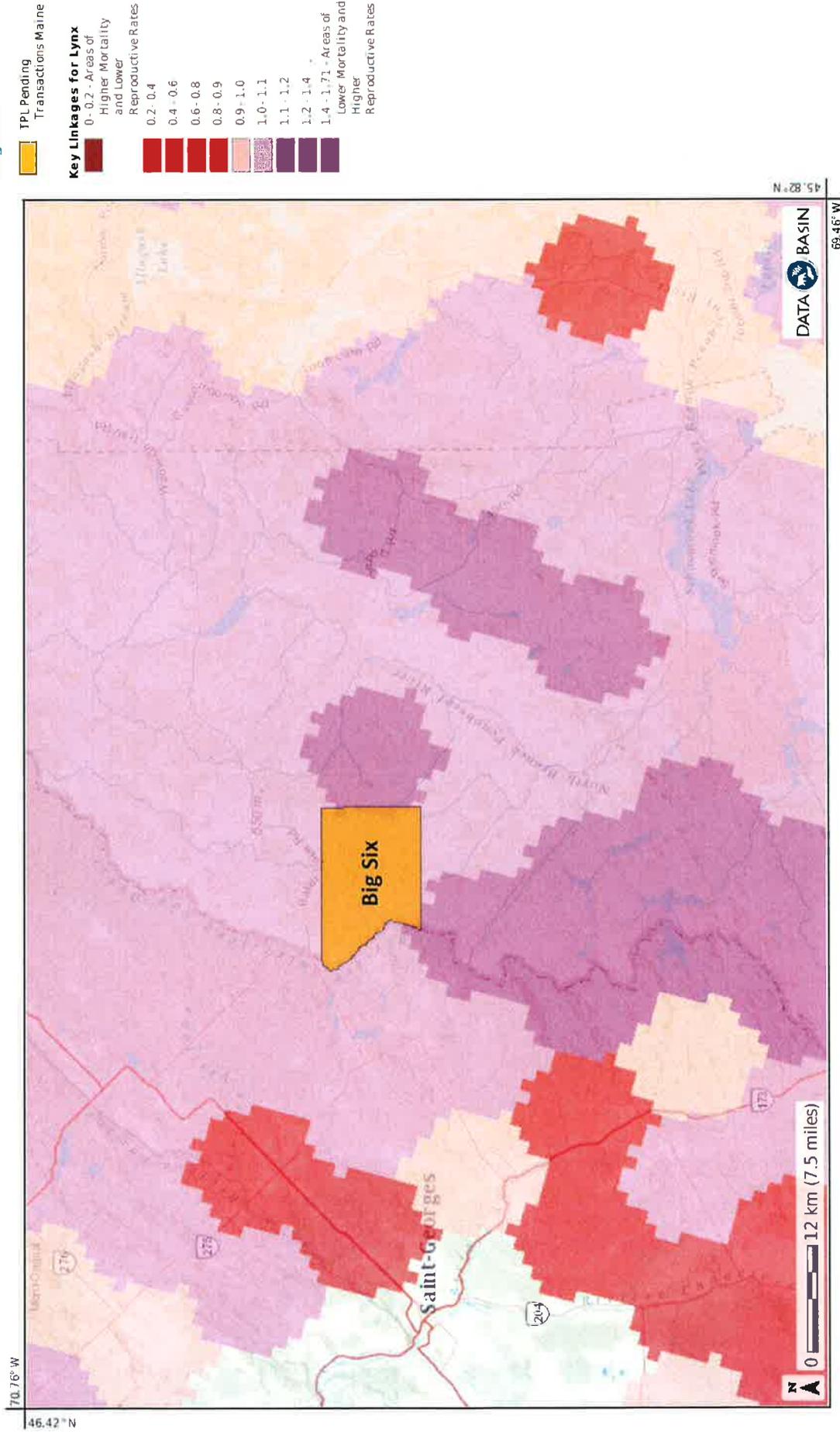


This data set is one of the outputs of Carlos Carrol's work on focal species in the Northern Appalachians. Static habitat suitability models for lynx, marten, and wolf were fed through a spatially explicit population model (SEPM), called PATCH, to predict source and sink habitat areas across the landscape. The static models for lynx were created based on the ratio of deciduous to coniferous forest and on annual snowfall rates. Predicted snowfall rates for 2055 were based on modeling work done by the Intergovernmental Panel on Climate Change (IPCC). PATCH was then able to use these static habitat models to simulate a number of scenarios, including variations in trapping intensity, forestry intensity, and weather patterns due to climate change. This data layer illustrates a base scenario: potential lynx source and sink habitat under current landscape conditions, with fecundity and survival set at mean rates of cycle. When used in comparison with other lynx scenarios, this layer enables the user to see how habitat is affected by climate, increased trapping, or population cycling.

Canada Lynx Key Linkages Focus

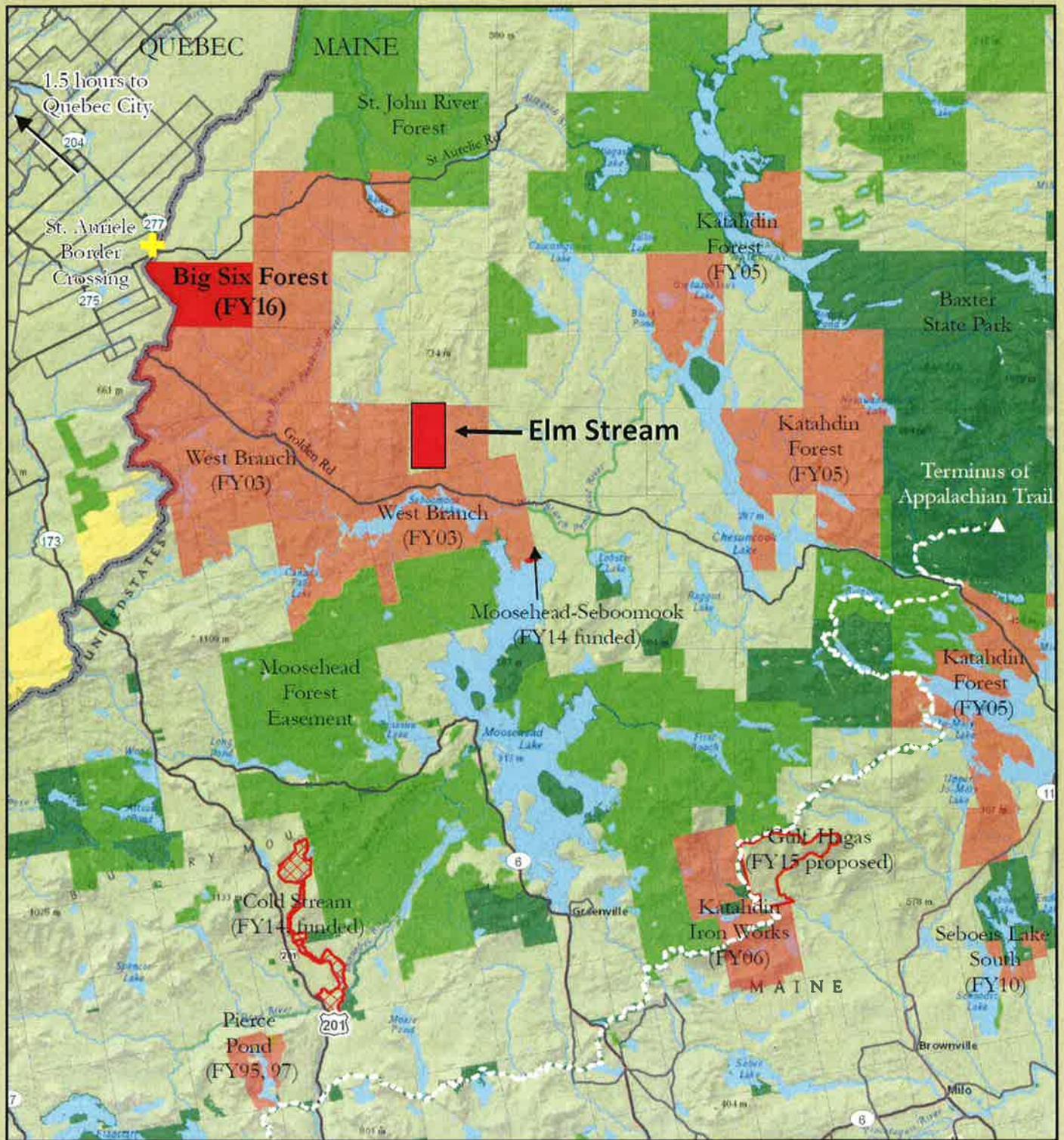
The Wildlands Project—Carlos Carrol

Map H



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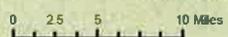
Map J



- FY16 Forest Legacy Project: Big Six Forest
- Conserved with Forest Legacy Funds: 570,599 acres
- Funded Forest Legacy Projects- 8,151 acres
- Other Proposed Forest Legacy Projects- 13,893 acres

- State Land
- Private Conservation Land
- Canadian Public Lands
- Appalachian Trail
- International Border Crossing

Big Six Forest FY16 Forest Legacy Maine





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BIG SIX FOREST LETTERS OF SUPPORT

JUNE 12, 2014

- State Representative Russell Black
- State Representative Jeff McCabe
- State Representative Larry Dunphy
- State Representative Dean Cray
- Maine Maple Sugar Industry Task Force
 - State Representative Russell Black, Chair
 - Kevin Brannen
 - Lyle Merrifield
 - Eric M. Ellis
 - Kathy Hopkins
 - MaryAnne Kinney
 - Claud Rodrigue
- Maine Maple Producers Association, Lyle Merrifield, President
- Dorchester's COOP of American Sugarmakers, Bernard Rodrigue, President
- Maine Professional Guides Association, Don Kleiner, Executive Director
- Maine Snowmobile Association, Bob Meyers, Executive Director
- Small Woodland Owners Association of Maine, Tom Doak, Executive Director
- Sportsman's Alliance of Maine, David Trahan, Executive Director
- The Nature Conservancy, Kate Dempsey, Director of External Affairs
- Maine Maple Products, Marc Yvan Lariviere, Owner
- Luce's Maine Maple Syrup, Arnold P. Luce, Owner
- PB Guide Services, Paul Beauregard, Owner
- Christian Poirier & Pierre Poirier, Big Six Sugarbush Lessees (31,545 taps)
- Nancy Landry, Big Six Sugarbush Lessee (11,393 taps)
- Martin Lariviere & Jean-Pierre Lariviere, Big Six Sugarbush Lessees (76,372 taps)
- Lili Giroux, Mario Giroux, Mannon Lariviere & Renaud Giroux, Big Six Sugarbush Lessees (80,256 taps)
- Benoit Giroux & Alcide Giroux, Big Six Sugarbush Lessees (73,626 taps)
- Gilles Fournier, J.A.E Forest Logging, Big Six Sugarbush Lessee (10,114 taps)
- Rheaume Rodrigue & Benard Rodrigue, Big Six Sugarbush Lessees (74,723 taps)
- Christian Giroux, Big Six Sugarbush Lessee (6,391 taps)
- Viateur Giroux, Big Six Sugarbush Lessee (10,634 taps)



HOUSE OF REPRESENTATIVES

2 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0002
(207) 287-1400
TTY: (207) 287-4469

Russell J. Black

123 Black Road
Wilton, ME 04294
Residence: (207) 645-2990
Business: (207) 491-4667
E-Mail: russellblack@juno.com

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public lands
22 State House Station
Augusta, Maine 04333

June 12, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg;

I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the county. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States production.

As the Chairman of the Maple Syrup Task Force I know how valuable the maple products from the Big Six project are to the economics of Maine. As a maple syrup producer many of us buy bulk syrup from Big Six producers. It would be a tremendous loss to the maple industry if these maple trees were cut. Maine is fast becoming a leader in the syrup industry. We need to expand the number of taps in Maine, not lose such a special one of a kind group of sap producing trees.

It would also protect a number of other traditional uses such as hunting, snowmobiling and harvesting of forest products.

Maintaining a diverse forest economy in Maine is critical to the economic future of this region and the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

Russell Black
State Representative



STATE OF MAINE
HOUSE OF REPRESENTATIVES
HOUSE DEMOCRATIC OFFICE
AUGUSTA, MAINE 04333-0002

JEFF M. McCABE
HOUSE MAJORITY WHIP

June 12, 2013

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25 percent of Maine's total maple sugar production and roughly 4 percent of the United States' production.

Somerset County is the largest maple syrup producing county in the USA and, yes, that includes Vermont. Protecting this resource is vital for our region of the state. Maple syrup production is a major economic driver for Somerset county and extremely important to the many family businesses that depend on continued and reliable syrup production.

Somerset County producers have over 1.2 million taps in operation for an average of almost 30,000 taps per sugarhouse. Many of these producers often family businesses have been in existence for over a century now and are steeped in tradition. Many producers in other parts of the state of Maine rely on Somerset County producers to supply them with extra syrup throughout the year to supplement their smaller crops.

As the current assistant majority leader and a former member of the Legislature's Agriculture, Conservation and Forestry Committee I understand how this resource is a vital economic asset for our state. Also as the executive director of a regional park I am firmly committed to ensuring public access to our state's unique and special places. This project allows us to both strengthen our economy and preserve public access and I strongly support it.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

Jeff McCabe
State Representative

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public lands
22 State House Station
Augusta, Maine 04333

June 12, 2013

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Big Six Township is in my House District, which covers most of Somerset County, and has more maple taps than any other country in the world. These sugaring orchards generate a great deal of economic activity to the local economy through the local sale of gas, diesel fuel, groceries, hardware and much more. This kind of sustainable resource and economic driver to this region also supports a solid employment force and is a resource that we need to keep and expand.

Maintaining a diverse forest economy in Maine is critical to the economic future of this region and the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

Larry Dunphy
State Representative



HOUSE OF REPRESENTATIVES

2 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0002

(207) 287-1400

TTY: (207) 287-4469

Dean A. Cray

P. O. Box 3

Palmyra, ME 04965

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Business: (207) 478-8279

Fax: (207) 938-2006

E-Mail: dacray@msn.com

State House E-Mail:

RepDean.Cray@legislature.maine.gov

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public lands
22 State House Station
Augusta, Maine 04333

June 12, 2013

RE: Big Six Forest Legacy Proposal

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Having run a farm stand for 30 years and specialized in Maine made products, I am very interested in preserving our opportunity to promote Maine Made Maple Products. Having served four terms on the Agriculture, Conservation and Forestry Committee and seeing the maple industry grow, I believe anything we can do to help the industry grow is a plus.

Maintaining a diverse forest economy in Maine is critical to the economic future of this region and the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

A handwritten signature in black ink that reads "Dean Cray".

Dean Cray
State Representative

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 7, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

We am writing to express our strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

Currently, syrup production and sales have increased in Maine to meet the increasing consumer demand for a product that has cultural, culinary, health and economic significance. An easement to protect this land is critical to the success and future of the maple industry in Maine and beyond. Maine is viewed by other states as the maple breadbasket and without Maine syrup the maple industry and consumers throughout the region will be disadvantaged. It is significant to note that the state of Maine and its legislators have acknowledged the importance of the maple industry by establishing a task force to study the industry and its needs in 2011. A preliminary report after six months of study clearly delineated the potential and challenges facing the industry:

<http://www.getrealmaine.com/index.cfm/fuseaction/articles.detail/articleID/3/index.htm>

The task force has continued working to determine strategies that will support both producers and consumers.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

Members of the LD #109 Maple Study Task Force

Russell Black
Kevin Brannen
Lyle Merrifield
Eric M. Ellis
Kathy Hopkins
MaryAnne Kinney



Handwritten signatures of the task force members: Russell Black, Kevin Brannen, Lyle Merrifield, Eric M. Ellis, Kathryn Hopkins, and MaryAnne Kinney.

LD #109 Maple Task Force

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 7, 2013

RE: Big Six Forest Legacy Proposal

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Sincerely,

Members of the LD #109 Maple Study Task Force

Russell Black
Kevin Brannen
Lyle Merrifield
Eric M. Ellis
Kathy Hopkins



LD #109 Maple Task Force

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 5, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

In a December 2011 report to the Maine Legislature, the Maple Task Force Study Group, established by LD #109, reported on Maine's potential for maple syrup production. The maple syrup industry has the potential to provide supplemental income and part to full-time employment. As seasonal work, it can be highly paid and ranges between \$11.00 and \$16.00 an hour. Roughly one six-month, full-time seasonal worker is needed for each 10,000 taps. There are currently about 1.36 million taps in Somerset County and 1.47 million taps in Maine. This translates to 136 jobs available in Somerset County alone. Maintaining these jobs is critical to the economy of the Big Six Township and northern Somerset County.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,



Lyle Merrifield
President, Maine Maple Producers Association
Member of LD #109 Maple Study Task Force



COOPÉRATIVE DES PRODUCTEURS DE
SUCRE AMÉRICAIN DE DORCHESTER/
DORCHESTER'S COOP OF AMERICAN SUGARMAKERS

Kathy Eickenberg
Chief of Planning
Maine Division of Parks and Public Lands
22 State house Station
Augusta, Maine 04333

June 10th, 2013

Dear Ms Eickenberg,

I am writing in the name of our 43 members to express our support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of United States production.

Together, the 43 members of the Coop are tapping quite 1 200 000 taps, for a total production of over 3 000 000 pounds of maple syrup on a yearly basis. This production represents the major part (about 90%) of the total production for the State of Maine. You can check that with the Maine Department of Agriculture or with the USDA (Gary Keough). We know that the Maine Department of Agriculture is encouraging our members to increase their production, in the way that Maine State will be recognized as a major producer. State of Maine is actually #2 or #3 (based on statistics from USDA) in the whole USA for this production and Maine is intending to keep this position.

Protecting the Big Six forest not only protects 400 000 maple trees but also a sustainable agriculture that has been present in those lands, in some cases, for over a century.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Agree our best salutations,

Bernard RODRIGUE, President

COOP DES PRODUCTEURS DE SUCRE AMÉRICAIN DE DORCHESTER



Maine Professional Guides Association

55 Morrison Hill Road
Wilton, ME 04294

www.maineguides.org

Ms. Kathy Eickenberg
Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

Monday, June 03, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express our support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years and serves as the land base for a number of our members operations. An easement that provides continuing access for guides and their clients is important to the region and our members.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Best regards,

Don Kleiner
Executive Director

MAINE SNOWMOBILE ASSOCIATION, INC

PO Box 80, Augusta, Maine 04332 • 205 Church Hill Road, Augusta Maine 04330
Tel 207-622-6983 • Fax 207-622-7669 • msa@mesnow.com • mesnow.com

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 3, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express our support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

While there is little if any organized snowmobiling within the proposed easement, We strongly believe that healthy forest and agricultural sectors in the Maine economy ultimately provide the most opportunities for recreational activities in rural areas of our state. The Big Six Project uniquely combines these resource opportunities and deserves protection.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,



Bob Meyers
Executive Director





Small Woodland Owners Association of Maine

"Stewards of Maine's Family Forests"

Board of Directors

Richard Merk
President

Richard Nass
1st Vice-President

Jessica Leahy
2nd Vice-President

Douglas Baston
Secretary

William Towle
Treasurer

Gary Bahlkow

John Cashwell

Patty Cormier

Jane Eberle

Peter Lawrence

James Norris

Josiah Pierce

Paul Sampson

Kenneth Smith

Jeffrey Williams

Chapter Leaders

Patty Cormier

Laurent Beauregard

Bill Haynes

Michael Heath

Laurence Park

Peter Robinson

Paul Sampson

Kenneth Smith

Jon Tyler

June 10, 2013

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing in support of the Big Six Forest Legacy project. We work every day with small woodland owners to help them produce a range of products from their land. The more options a small landowner has, the more likely he or she is to keep the land as forestland and engage in long-term stewardship of the property. Maple syrup is high on that list of forest products because there is enormous potential to increase maple syrup production in Maine. However, in order to grow that industry, we need to maintain the existing infrastructure and build on the critical mass that existing maple syrup operations provide. The land included in the Big Six Forest Legacy Project represents a significant portion of maple syrup industry in Maine. Conservation of the Big Six project is very important to the future of that maple industry in Maine.

We fully support this opportunity, under the Forest Legacy Program, to protect this unique resource.

Sincerely,

Thomas C. Doak
Executive Director
Small Woodland Owners Association of Maine



SPORTSMAN'S ALLIANCE of MAINE

205 Church Hill Road, Augusta, Maine 04330-8210

Telephone: (207)622-5503 & 623-4589

e-mail: david.trahan@sportsmansallianceofmaine.org

www.sportsmansallianceofmaine.org

June 14, 2013

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express SAM's strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

SAM is particularly encouraged that the Big Six Forest Legacy project would continue to allow access to this forestland for traditional recreational uses (hunting, fishing, and wildlife viewing). These types of outdoor recreation generate a billion dollars annually in Maine's economy. Yet this economic activity would not be possible without public access. Conservation easements like the Big Six Forest Legacy project are strategically important for ensuring that recreational land is available for future generations of Maine people to enjoy.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,

David Trahan
Executive Director
Sportsman's Alliance of Maine



The Nature Conservancy in Maine
Fort Andross, Box 22
14 Maine Street, Suite 401
Brunswick, ME 04011

tel (207) 729-5181
fax (207) 729-4118
web nature.org/maine

June 3, 2013

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg:

The Nature Conservancy supports for the proposed Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of forestland in Maine's North Woods. The property holds the headwaters of one of the major tributaries of the St. John River, both the Southwest and Little Southwest Branch, and one corner of the township drains to the West Branch Penobscot.

The Big Six project is also important because it connects with over 1.5 million acres of existing conservation easement and fee lands in north western Maine, providing an important corridor that extends up from New Hampshire and Maine and into Quebec and New Brunswick - giving space for species that range. The parcel has over 500 acres of significant wading bird and waterfowl habitat; over 2,200 acres of wetlands, 1,600 of which are forested, and the remaining are open wetlands including some open fens and bogs along a broad swath of the Little Southwest Branch headwaters.

In addition, the property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production. Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's ecological, economic and cultural identity.

Sincerely,

Kate Dempsey
Director of External Affairs
The Nature Conservancy

Maine Maple Products, Inc.

449 Lakewood Road
Madison, ME 04950

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, ME 04333

June 6, 2013

RE: Big Six Forest Legacy Proposal

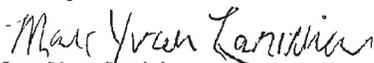
Dear Ms. Eickenberg,

I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple syrup than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple syrup production and roughly 4% of the United States' production.

My family (Lariviere) has been producing maple syrup in Big Six Township for over 100 years now. Five generations of Lariviere's have now benefitted from this maple resource. My sons have successfully grown the production facility into one of the largest in the United States. Their operation currently employs 3 full-time workers, along with an additional 4 to 5 seasonal workers. In addition, their maple syrup production becomes my supply at our maple processing and distribution facility in Madison, Maine. This business employs an additional 4 full-time and 3 part-time workers. My desire is that this valuable maple resource will be protected so that it will continue to be available for generations to come and continue to provide family incomes in Maine and Quebec.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,


Marc Yvan Lariviere

Owner

Maine Maple Products, Inc.

Tel: 207-474-3887 * Fax: 207-474-3888 * E-mail: info@mainemaple.com

www.mainemaple.com

1-800-310-3803

Luce's Maine Maple Syrup
54 Sugar Maple Drive
Anson ME 04911
Tel:207-696-3732 * Fax: 207-635-2818
e-mail: info@mainefarmsbrand.com

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, ME 04333

June 9th, 2013

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

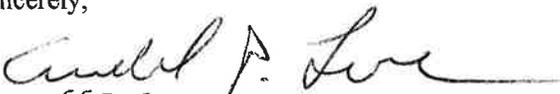
I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

As former President of the Maine Maple Producers Association and director for 18 years, I have watched the concern of the producers in the Big Six and the Maine maple syrup industry for over 30 years waiting to see if those trees would be harvested for logs or saved to produce a more enduring commodity, Maine Maple Syrup. It has been a tremendous threat to the livelihood of an entire industry. Once they are gone- you can't get them back.

This window of opportunity created by the current landowners to protect the maple trees in the Big Six should not be missed. It is vital to the maple industry nationwide and especially to the maple producers in the State of Maine.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,


Arnold P. Luce

Arnold P. Luce
Owner
Luce's Maine Maple Syrup

[ORGANIZATIONAL/BUSINESS LETTERHEAD]

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

[DATE]

RE: Big Six Forest Legacy Proposal

Dear Ms. Eickenberg,

I am writing to express my strong support for the Big Six Forest Legacy project. The Big Six Project will protect, through a conservation easement, over 22,000 acres of critical forestland in Maine's North Woods. The property has been an important source of forest products for over 150 years. Today it is estimated that Big Six produces more maple sugar than any other single property in the country. Big Six accounts for approximately 25% of Maine's total maple sugar production and roughly 4% of the United States' production.

As an owner / operator of a guide-service and sporting camps in northwestern Maine, the open lands policy has been integral to our business. For many years, my clients have fished and hunted in and around the Big 6 area. Specifically, as an example, I have worked with various landowners over the past 25 years to assure bear hunting opportunities on Big 6.

Maintaining a diverse forest economy in Maine is critical to the economic future of the state. This project represents a unique strategic opportunity to protect a crucial part of Maine's economic and cultural identity.

Sincerely,



Paul Beauregard

Owner

PB Guide Services

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

We are writing you to express our support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

We are personally involved in that subject, being owners of a sugarbush of 31,545 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. We are members of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

We think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,

Christian Poirier
3, chemins des Lacs Paquet
Saint-Côme, Qc G0M 1J0

Christian Poirier

Pierre Poirier
6617, Route des Travers
Saint-Zacharie, Qc G0M 2C0

Pierre Poirier

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

I am writing you to express my support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

I am personally involved in that subject, being owner of a sugarbush of 11,393 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. I am member of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

I think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,



Nelson Landry
5102, Rang 5
Saint-Zacharie, Qc G0M 2C0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

We are writing you to express our support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

We are personally involved in that subject, being owners of a sugarbush of 76,372 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

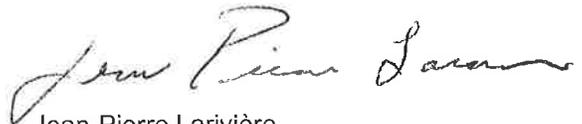
Also, the maple syrup industry brings additional income by employment. We are members of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

We think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,



Martin Larivière
7557, Rang 7
Saint-Zacharie, Qc G0M 2C0



Jean-Pierre Larivière
Saint-Zacharie, Qc G0M 2C0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

We are writing you to express our support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

We are personally involved in that subject, being owners of a sugarbush of 80,256 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. We are members of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

We think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,


Lili Giroux


Mario Giroux
118, rue des Érables
Sainte-Aurélie, Qc G0M 1M0


Manon Larivière


Renaud Giroux
7457, Rang 7
Saint-Zacharie, Qc G0M 2C0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

We are writing you to express our support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

We are personally involved in that subject, being owners of a sugarbush of 73,626 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. We are members of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

We think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,



Benoit Giroux
2375, 24^e Rue
Saint-Prosper, Qc G0M 1Y0



Alcide Giroux
895, 14^e Rue
Saint-Zacharie, Qc G0M 2C0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

I am writing you to express my support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

I am personally involved in that subject, being owner of a sugarbush of 10,114 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. I am member of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

I think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,



Gilles Fournier
J.A.E. Forest Logging LLC
553, Route de l'Église
Saint-Cyprien-des-Étchemins, QC G0R 1B0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

We are writing you to express our support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

We are personally involved in that subject, being owners of a sugarbush of 74,723 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. We are members of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

We think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,



Rhéaume Rodrigue
172, rue Bédard
Sainte-Justine, Qc G0R 1Y0



Bernard Rodrigue
195, boul. Lessard
Sainte-Justine, Qc G0R 1Y0

Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

I am writing you to express my support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

I am personally involved in that subject, being owner of a sugarbush of 6,391 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. I am member of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

I think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,

Christian Giroux
114, rue Drouin
Saint-Joseph, Qc G0S 2V0



Kathy Eickenberg, Chief of Planning
Maine Division of Parks and Public Lands
22 State House Station
Augusta, Maine 04333

June 10th, 2013

Object : Big Six Forest Legacy project

Dear Ms Eickenberg,

I am writing you to express my support and interest for the Big Six Forest Legacy project. This project will protect over 22,000 acres of forestland in the North of Maine by a conservation easement.

I am personally involved in that subject, being owner of a sugarbush of 10,634 taps. It is estimated that the production of maple syrup in Big Six is 25% of Maine and 4% of the United States' production.

Also, the maple syrup industry brings additional income by employment. I am member of a Coop of 43 maple syrup producers in Maine's North Wood. In 2012, we paid for 765,920\$ of wages, 93,034\$ of Fed Tax, 32,169\$ of Social Security Tax, 11,106\$ of Medicare, 38,358\$ of Maine Income Tax and 41,195\$ to MEMIC. Those amounts contribute to a better economic status.

I think that it is essential to maintain a diverse forest economy in Maine and to protect maple industry, economy and cultural identity.

Regards,

A handwritten signature in black ink, appearing to be 'Viateur Giroux', with a long horizontal line extending to the right.

Viateur Giroux
114, rue Drouin
Saint-Joseph, Qc G0S 2V0

I. PROJECT NAME:

[Insert Here]

II. WORDS OF CONVEYANCE:

We/I, *[Grantor's name]*, of *[Grantor's address]* *[identifies Grantor as individual, marital status, or business entity authorized to do business in Maine]* (hereinafter referred to as the "GRANTOR(S)," which word shall include, unless the context clearly indicates otherwise, the above-named Grantor(s), jointly and severally, his/her/their personal representatives, heirs and assigns, its successors and assigns and any successors in interest to the Protected Property, and their executors, administrators and personal representatives, for full consideration paid and not as a gift. *[This assumes that the easement is not a bargain sale. If the easement is a bargain sale, suitably revised language should still be employed that indicates that partial consideration was paid.]*

GRANTS to the STATE OF MAINE, acting by and through its *[Department of Conservation, Bureau of Parks and Lands, a governmental entity having a mailing address of 22 State House Station, Augusta, Maine 04333] or [Department of Inland Fisheries and Wildlife, a governmental entity with its principal place of business in Augusta, Maine and having a mailing address of 41 State House Station, Augusta, Maine 04333-0041] or [Department of Agriculture, Food and Rural Resources, a governmental entity having a mailing address of 28 State House Station, Augusta, Maine 04333] or [Maine Atlantic Salmon Commission, a governmental entity having a mailing address of 172 State House Station, Augusta, Maine 04333]* (hereinafter referred to as the HOLDER, which word shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns); *[Note: the holder may be a non-profit cooperating entity, in which case this provision should recite its address and authority to operate in Maine]*

with WARRANTY COVENANTS,*[or less preferable, QUITCLAIM with COVENANT]* in perpetuity, the following described Conservation Easement on real estate in the Town of _____, County of _____, and State of Maine, hereinafter referred to as the PROTECTED PROPERTY, and more particularly described in Exhibit A, and depicted on Exhibit B, both attached hereto and made a part hereof by reference, *[For land not served by public roads:* and a right of way for vehicular access to the Protected Property as necessary or appropriate to exercise the Holder's rights hereunder, over any and all rights-of-way and roads owned by Grantor or over which Grantor has or shall have rights of access to the Protected Property, as more particularly described in Exhibit A;*] [If first refusal rights are included:* and a right of first refusal to acquire the Protected Property, as set forth more particularly herein;*]* exclusively for conservation purposes as follows:

III. PURPOSE

The people of the State of Maine have purchased this Conservation Easement to forever conserve the Protected Property for the following conservation purposes:

To protect in perpetuity the Protected Property's significant recreational, wildlife and ecological values for public benefit and to ensure that, so long as the Protected Property is managed as a working forest, its management will allow for a continuing, renewable and long term source of forest products important to the economy of the State;

To protect rare and endangered species habitat, rare and exemplary natural communities and other significant wildlife values (including, without limitation, fisheries habitats and deer yards) and the natural, scenic, educational, scientific, recreational, historical and archaeological features of the Protected Property;

To conserve water quality, wetlands and riparian values of the Protected Property; and to maintain the fertility and quality of its soil;

To assure the sustained, natural capacity of the Protected Property and its soils to support healthy and vigorous forest growth and allow, but not require, commercial forest management. If undertaken, commercial forest management must be designed and implemented to assure a continuing, renewable and long-term source of forest products, maintain a healthy and biologically diverse forest that supports a full range of native flora and fauna, and limit adverse aesthetic and ecological impacts, particularly in riparian areas, high elevation areas and public vistas; and

To assure the availability of the Protected Property for traditional non-intensive outdoor recreation by the general public in accordance with applicable laws and regulations.

Grantor and Holder intend that this Conservation Easement will confine the use of the Protected Property to activities that are consistent with the purposes of this Conservation Easement.

IV. RECITALS

WHEREAS, the Grantor is the sole owner of the Protected Property, which consists of approximately [#] acres of substantially natural and undeveloped forested land with [Option: approximately (#) feet of shoreline on the (water body) important for shorebirds and waterfowl, fresh water wetlands and streams, steep sloping/gently contoured uplands, rocky promontories, spruce-fir and mixed hardwood forests, and old growth forests important as nesting and roosting habitat for American Bald Eagle]; and

WHEREAS, the Protected Property is prominently visible from and provides scenic enjoyment to the general public from public route [#], [or] [water body], [and/or] from the abutting Preserve on the shore of [water body]; and

WHEREAS, [Water body] has ecological importance as important wildlife and fisheries habitat, including for [as appropriate] waterfowl, as a nesting, roosting and feeding area for American Bald Eagles, a federal and state listed endangered species, and for other fish and wildlife species; and development of the Protected Property in excess of that allowed in this Conservation Easement would have an adverse effect on the ecology of the area for the aforementioned species and uses; and

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

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

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

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

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

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

[Department of Agriculture:]

WHEREAS, the State of Maine, through its Commissioner of the Department of Agriculture, Food and Rural Resources, may acquire, pursuant to Title 7, Maine Revised Statutes Annotated, Section 19, a conservation easement, as defined by Title 33, Maine Revised Statutes Annotated, Section 476 *et. seq.*, in perpetuity in certain lands in order to preserve their agricultural productivity and open space and other public values by limiting development incompatible with this resource conservation purpose.

[Department of Conservation, Bureau of Parks and Lands:]

WHEREAS, the Bureau of Parks and Lands of the State of Maine Department of Conservation is authorized to acquire land and interests in land, with the consent of the Commissioner of the Department of Conservation, pursuant to M.R.S.A. Title 12, Section 1850, subsection 1, *[for reserved lands]* and Section 1836 *[for non-reserved lands]*.

[Department of Inland Fisheries and Wildlife:]

WHEREAS, this grant is made pursuant to Title 12, Maine Revised Statutes Annotated, Chapter 702, Section 7652, under which the Commissioner of the Department of Inland Fisheries and Wildlife may acquire, on behalf of the State of Maine, lands or any interest therein for the purpose of public use, fish and wildlife management, recreation, and the management of forest resources.

[Atlantic Salmon Commission:]

WHEREAS, this grant is made pursuant to Title 12 M.R.S.A. Section 9902, under which the Maine Atlantic Salmon Commission is empowered to acquire, on behalf of the State of Maine, land or any interest therein as necessary for the Commission to carry out its purposes.

WHEREAS, this Conservation Easement, including the easement for traditional non-intensive outdoor recreation by the general public and the development and land use rights conveyed and hereby extinguished, has been purchased for full fair market value with funds from Land for Maine's Future Fund, established under **Title 5 Maine Revised Statutes Annotated, Chapter 353, Section 6200**, and pursuant to the terms of **P.L. 1999 c. 514, Sec. A-6**, to acquire lands or conservation easements and other interests in land of statewide significance that: a) Contain recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, wetlands, fragile mountain areas, or lands with other conservation or recreation values; b) Provide habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State; or c) Provide access to recreation opportunities or to the above mentioned natural resources.

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

[Insert reference to other funding sources here.]

V. INCORPORATION OF PURPOSES & RECITALS

THEREFORE, in consideration of the foregoing recitals and purposes and for the benefit of the general public, the Grantor and Holder have established this Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

VI. RESTRICTIONS AND RESERVED RIGHTS

Option 1

The Protected Property shall be used only for conservation and for traditional non-intensive outdoor recreation by the general public, and for uses specifically reserved by Grantor in this Conservation Easement.

Option 2

Except for the rights conveyed by this Conservation Easement to the Holder, and except for the restrictions stated in this Conservation Easement, the Grantor retains all ownership rights in the Protected Property and may use the Protected Property for any lawful purpose provided that any such use is consistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following activities described in sections 1 through 4 are expressly prohibited.

1. LAND USE:

A. No residential, industrial, or commercial development, quarrying, mining, mineral development, energy generation installations, alteration of watercourses and water bodies, *[If appropriate: agricultural, farming, ranching]* or building development activities are permitted on the Protected Property, except for commercial forestry activities expressly reserved herein by Grantor and as otherwise expressly permitted herein.

B. Without limiting the generality of the foregoing, residential housing units, docks, piers, campgrounds, condominiums, trailer parks, mobile homes, high-intensity lighting, motels or hotels, commercial advertising, billboards, towers, power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, and use of the Protected Property as an aircraft landing site except in an emergency, all are specifically prohibited on the Protected Property.

C. Discharge of waste water into surface or ground waters on or about the Protected Property is prohibited. It is forbidden to dispose of or store rubbish, garbage, building debris, unserviceable vehicles and equipment or parts thereof, hazardous or other waste, hazardous or toxic substance, or other unsightly or offensive waste material on the Protected Property, except that organic matter, compost and logging debris may be used, stored or disposed of in a manner not detrimental to the conservation values of the Protected Property, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, all in accordance with applicable state, local and federal laws and regulations.

D. For the purposes of land uses permitted under the terms of this Conservation Easement, the Protected Property will be considered as *[#]* land use areas: *[List any special use areas. For example: The Ecological Reserve Area – The Recreational Reserve Area – The Forever Wild Area – The Forest*

Management Area], as generally depicted in Exhibit B and more particularly described in Exhibit C, all attached hereto and made a part hereof by reference.

E. In order to describe the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation" hereinafter so called) and have certified the same as an accurate representation of the condition of the Protected Property as known to them as of the date of this grant.

2. SUBDIVISION:

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; *[Option: except that not more than [for example: three (3)] separate lots of not less than [for example: one thousand (1,000)] contiguous acres may be established,]* Any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order *[Option:... shall not be reduced by more than [#] acres without court order]*.

B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements set forth in Section 11 *[Uniform Conservation Easement Act Holder qualifications]*, for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

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

D. Conveyance of Leased Lots located within the bounds of the Protected Property as of the date of this grant and as provided in Section 3.C shall not be deemed divisions of the Protected Property, provided that they are treated in accordance with the terms of Section 3.C.

3. STRUCTURES:

As of the date of this grant, there are no structures on the Protected Property except for *[List structures of all relevant sorts]*, as documented in Baseline

Documentation, which existing structures may be maintained and replaced with substantially similar structures in substantially the same locations, or as otherwise permitted hereinafter.

No additional structures of any kind, temporary or permanent, may be located on the Protected Property, except that Grantor reserves the following rights:

A. Minor Structures. Grantor reserves the right to install minor, small scale structures to enhance the opportunity for traditional non-intensive outdoor recreation by the general public, and as necessary for the management of such recreation not detrimental to the conservation values of the Protected Property, including but not limited to *[Options: trail markers; small unlighted informational and interpretive signs; trail improvements such as steps, bog bridges, water bars, footbridges, platforms, and railings; wells and springs for fresh water supply, canoe platforms, outhauls, docks or piers (limited in number and location), primitive campsites facilities (limited in number and type of amenities, such as: fire rings, pit toilets, picnic tables,) and temporary tents for camping; tent platforms; registration boxes; wildlife observation stations; study markers and grids; gates, barriers or low fences to control unauthorized use, prevent access by motor vehicles, or protect fragile areas and areas under active management or study]*; provided that all such structures must be designed and located to blend with the natural surroundings and complement the natural and scenic features of the landscape. *[Option: Grantor also reserves the right to install and maintain the following public recreation management structures and facilities: (each specifically limited in size, number and location) picnic facilities; portable or composting toilets or outhouses; parking lot structures in the parking area permitted under Section 4, Surface Alterations; registration and information kiosks; potable water facilities; temporary tents for periodic events, and not more than (#) caretaker's or ranger's cabin(s), (other limited items as necessary).]*

B. Forestry Improvements. Grantor reserves the right to install minor or temporary structures necessary or appropriate to accomplish its forest management activities on the Protected Property, as defined in Section 7.A, hereafter "Forestry Improvements", such as *[Options: portable privies, temporary equipment sheds, temporary sawmills, gates, barriers, fences, fresh water systems, boundary markers, temporary docks and barge landing facilities, temporary office trailers and shelters for workers, other]*, provided that they *[Options: (1) are designed and located in a manner that does not detract from the scenic and substantially undeveloped character of the Protected Property when viewed from public vantage points; (2) are set back at least (#) feet, measured horizontally, from (list specific sensitive protected resources); and (3) are not located within the (list specific special areas including any that are specifically identified in the easement exhibits).]* The Grantor also reserves the right to install bridges, drainage and support structures for winter roads, skid roads and permanent roads permitted in Section 4, permitted Surface Alterations that may be necessary to accomplish its Forest Management Activities on the Protected Property. When Forestry Improvements cease to be used, as evidenced by the cessation of their use for a period of years and their lack of maintenance, and such cessation of use and lack of maintenance results in an unsafe condition, a danger to human health, or a threat to the environment, then any such adverse conditions shall be removed by Grantor, the site of such structures, improvements and utilities shall be allowed to

return to a natural condition and the Grantor shall remove any utilities, cap any wells or septic systems, and remove or burn and bury any decaying structures at the Grantor's cost and expense.

C. Leased Lots. The lots located within the Protected Property, which are subject to existing leases as of the date of this grant and are depicted as Lot 1 and Lot 2 in Exhibit C, attached hereto and made a part hereof, each having approximately one (1) acre, (hereafter "Leased Lots") are subject to the following limitations: the Leased Lots will be limited to their traditional use and character, allowing for maintenance of existing structures *[Describe here or on exhibit or refer to Baseline Documentation]*, reconstruction of damaged or destroyed structures in the same location and size, and construction or expansion of new structures and facilities only with Holder's prior written approval and consistent with the existing use and character of the Leased Lots. For purposes of this clause, traditional use and character shall be that in existence as of the date of this Conservation Easement as documented in Baseline Documentation. Grantor shall have the right to renew the existing leases and to lease or sell the Lease Lots to any party upon the condition that the deed of transfer shall contain restrictive covenants running with the land, for the benefit of the Protected Property, prohibiting any future use inconsistent with the terms of this Conservation Easement.

D. When Leased Lot improvements cease to be used, as evidenced by the cessation of their use and/or their lack of maintenance for a period of *[XX]* years, or as evidenced by the lapse of any lease for a period of *[XX]* years, then any structure or other improvement shall be removed, and Grantor shall restore the site to a natural condition.

E. Notice. Prior to the commencement of site preparation, construction, substantial exterior alteration, replacement, relocation, or removal of any structure referred to in Section 3.C, Grantor must notify Holder in writing in accordance with the provisions of Section 8, including, at a minimum, sufficient information to enable Holder to determine whether the proposed plans are consistent with the terms of this Conservation Easement. Work shall proceed only with Holder's prior written approval, which shall not be unreasonably withheld.

4. SURFACE ALTERATIONS:

As of the date of this grant, there are no surface alterations on the Protected Property except for *[List as relevant: unpaved trails, skid trails, unpaved woods roads and timber landing areas, small gravel pits, stump dumps, fresh water wells, erosion control systems, (unpaved or paved) roads and parking areas, alterations associated with existing structures, (others).]* all of which are described in the Baseline Documentation.

No additional filling, dumping, excavation or other alteration may be made to the surface or subsurface of the Protected Property or to its surface or ground waters, or wetlands; except that the Grantor reserves the following rights, provided that in every case the disturbed surrounding area must be restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement:

A. Grantor reserves the right to maintain existing surface alterations described above in this Section 4, and the right to alter the surface to the minimum extent necessary to exercise the rights reserved in Sections 3 and 5 herein; *[Option: provided that paving or treatment of the surface with petroleum derivative or concrete surface is prohibited.]*

B. Grantor reserves the right to establish and maintain additional woods roads provided for in the Forest Management Plan required in Section 5.A, and to install erosion control devices, and establish timber landing areas, temporary winter woods road and skid trails, all subject to any applicable design and location requirements and compliance with Best Management Practices for such activities and the other requirements of this easement.

C. *[Option for larger parcels:* Except where otherwise prohibited or restricted by this Easement, Grantor also has the right to excavate and use gravel and rock found within the Protected Property exclusively for construction and maintenance of woods roads, timber landings and trails permitted on the Protected Property and on other, adjoining land owned by Grantor; provided that the exposed mineral surface of any such gravel or borrow pit shall be limited to *(State surface area, such as:* not more than (#) acre(s) of exposed mineral surface at any time), and shall be located sufficiently distant to protect wetlands, water bodies and fragile habitat from erosion or disturbance, shall be located in such a manner as to minimize the impact on the scenic character, and shall be regraded and restored to a natural vegetated condition and appearance similar to its original condition within a reasonable time after use.]

D. Grantor reserves the right, subject to prior written notice to Holder, to permit limited excavation of the surface of the Protected Property for ecological, education, scientific research, or archeological investigation conducted under then current generally accepted professional standards and without adverse impact to the conservation values protected by this easement.

E. Grantor reserves the right, after notice in writing to Holder in accordance with the terms of Section 8, to establish and maintain additional unpaved trails for use by the general public, provided that they are located and designed in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat. *[OPTION: The easement may call for other restrictions such as width, design for pedestrian use, barriers to discourage motorized access, or exclusion from special protected areas].*

5. FOREST MANAGEMENT- MODEL ONE

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of *[List any special areas or sensitive resources as documented in the Baseline Documentation].*

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations, in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for, but does not require, commercial forest

management. If undertaken, commercial forest management must be designed and implemented to ensure a continuing, renewable and long-term harvest of forest products, consistent with the protection of the forestry principles of paragraph C of this section and with the use of the Protected Property by the general public for traditional non-intensive outdoor recreation, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for commercial forestry, as defined herein, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Forest Management Plan (hereafter the "Forest Management Plan,") designed to ensure, if commercial forest management is undertaken, the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values identified in the purposes, recitals and other terms of this Conservation Easement; *[If needed,* 4) protect Special Management Areas identified in Exhibit C attached hereto and made a part hereof by reference;] and 5) comply with then-current Best Management Practices for timber harvesting operations as set forth by the Maine Forest Service or its successor agency, or other standard for soil and water protection approved in advance and in writing by Holder.

The Forest Management Plan shall also include information by species group on timber harvest levels during the period of the preceding ten year period, current stocking levels, projection of timber harvests and growth over at least the coming ten years, and will describe and demonstrate how timber resources on the Protected Property will be managed during the coming ten years to assure compliance with this Conservation Easement. Timber harvesting shall be conducted within the constraints of the Forest Management Plan by competent operators who are informed by Grantor of relevant requirements for compliance with this Conservation Easement. Notwithstanding the foregoing, compliance with the terms of this Conservation Easement shall be determined by actual conditions on the Protected Property.

The Forest Management Plan must be prepared and updated at least every ten years, by a professional forester licensed in the State of Maine who certifies that it is consistent with the requirements of this Conservation Easement.

Prior to commencing any timber harvesting on the Protected Property, Grantor shall submit to Holder for its prior written approval, the Forest Management Plan, and any amendments thereto or required updates. Holder's approval of the Forest Management Plan (including any amendment thereto or update) shall not be unreasonably withheld or conditioned if the Forest Management Plan conforms to the requirements of this Section 5.A and otherwise conforms with this Conservation Easement and carries out the Purposes of this Conservation Easement, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. It is understood that Holder may rely upon the advice and recommendations of

such foresters, wildlife experts, ecologists, conservation biologists or other experts as Holder may select to determine whether activities and practices proposed by the Forest Management Plan would be detrimental to the purposes of this Conservation Easement and otherwise consistent with the terms hereof.

B. Grantor reserves the right to manage vegetation by cutting, pruning and planting without the requirement of a Forest Management Plan, as necessary to exercise the reserved rights at Sections 3 and 4, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that no new openings or clearings in the forest greater than *[Options: ¼, ½, 1 acre, etc]* are permitted for such purposes without the prior written consent of Holder. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not be deemed commercial forestry.

C. All forestry activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of scenic character as viewed from designated public vantage points *[List here]*, enhancement of wildlife habitat and recreational resources, and protection of *[List any specific conservation features here]*, while enabling the Property's use as economically productive timberland, without requiring the same, under the terms of this Conservation Easement.

D. Grantor shall provide Holder with a written annual report describing Grantor's proposed plan for forestry and other activities on the Protected Property during the coming year. In the annual report, Grantor shall accurately describe the forestry and other activities on the Protected Property during the preceding year including information on proposed harvest volumes for the coming year and the preceding year's actual harvest volume. Grantor shall also describe in the report the location, silvicultural objectives, and estimated timing of all forestry activities planned for the coming year. In the report, Grantor shall also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan prepared under this Easement. Grantor shall provide Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the annual report.

E. Holder may approve an independent, third-party certification agent, which approval will be based upon Holder's assessment of the qualifications, experience, audit standards and procedures of that agent to evaluate the consistency of the Grantor's Forest Management Plan with the terms of this Easement. If the Protected Property is certified as being operated in a sustainable manner or other relevant certification standard by a third-party certification agent so approved by the Holder, and if the Grantor's Forest Management Plan and performance under the plan is reviewed and approved as being consistent with the terms of this Easement by such third party as part of the certification process, such plan shall be deemed to be in compliance with all of

the provisions of this Section 5 and the terms, purposes and recitals of this Conservation Easement, and may, but need not be, reviewed by the Holder. The third party certification process qualifying under this paragraph, including Holder's approval of the certification agent, shall be effective for a period of up to three years. The Holder retains the right to review the Forest Management Plan and shall have the right to review all documents prepared by the third-party responsible for the certification. Grantor acknowledges that the purpose of the Forest Management Plan is to guide forest management activities in compliance herewith, and that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

5. FOREST MANAGEMENT – MODEL TWO

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of *[List any special areas or sensitive resources here]*, as documented in Baseline Documentation.

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations and in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for, but does not require, commercial forest management. If undertaken, commercial forest management must be designed and implemented to ensure a continuing, renewable and long-term harvest of forest products, consistent with the protection of the conservation values of the Protected Property and with the use of the Protected Property by the general public for traditional non-intensive outdoor recreation, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for commercial forestry, as defined herein, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Forest Management Plan (hereafter the "Forest Management Plan,") designed to ensure, if commercial forest management is undertaken, the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values identified in the purposes, recitals and other terms of this Conservation Easement; *[If necessary,* 4) protect Special Management Areas as identified in Exhibit C attached hereto and made a part hereof by reference;] and 5) comply with then-current Best Management Practices for timber harvesting operations as set forth by the Maine Forest Service or its successor agency, or other standards for soil and water protection approved in advance and in writing by Holder.

B. Grantor reserves the right to manage vegetation by cutting, pruning and planting without the requirement of a Forest Management Plan, as necessary to exercise the reserved rights at Sections 3 and 4, and to accommodate

traditional non-intensive outdoor recreation by the general public allowed by this Conservation Easement, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the high scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property; and further provided that no new openings or clearings in the forest greater than **[Options: ¼, ½, 1 acre, etc]** are permitted for such purposes without the prior written consent of Holder. The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not be deemed commercial forestry.

C. All forestry activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of scenic character as viewed from public vantage points, enhancement of wildlife habitat and recreational resources, and shall accomplish the Forestry Principles **[Option: and Specific Prescriptions]** set forth below:

(i) protection of wildlife habitat and unique natural areas, in particular **[List as applicable: deer yards, migratory bird habitat, and other known habitat and natural areas in need of protection]**;

(ii) preservation of traditional, non-intensive outdoor recreational activities;

(iii) protection of scenic quality, **[list if necessary: specifically on trails and the summit of (Name) Hill, and the view of the Protected Property from (Name) Water Body and Route (#)]**

(iv) maintenance or improvement of the diversity and health of the forest and the productive capacity of the soil; and

(v) preservation of wetlands, water quality and riparian areas, **[List if necessary: particularly (Water Body)]**, by avoidance of erosion, siltation or other degradation of waters.

[Option: D. Specific prescriptions. All forest management activities, except for preliminary cruising and resource evaluation, shall be controlled by the following site-specific prescriptions:

(i)...() **[As necessary, insert site specific prescriptions here referenced as relevant to the principles above]]**.

E. Forest management plan; term; review; contents.

(i) Ten year management plan: All commercial forest management activities, except preliminary timber cruising and resource evaluation, shall be conducted in accordance with a written Forest Management Plan. After submission to the Holder, the Forest Management Plan shall be adopted by the Grantor, which shall operate within the constraints of the Forest Management Plan in accordance with the terms of this Easement. The Forest Management Plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years, by one or more professional foresters licensed in the State of Maine, following submission to Holder as provided hereinafter.

(ii) Holder review: The Forest Management Plan shall be provided to Holder prior to conducting any timber harvesting activities. Holder may review the Plan for consistency with the purpose and terms of this Easement, but is not required to approve the Forest Management Plan. If the Holder finds that any portion of the Forest Management Plan is inconsistent with the terms of this Easement or that resulting Forest Management Activities could result in a violation of this Easement, the Holder may, but is not required to, provide written comments to the Grantor identifying and explaining such inconsistencies that may result in a violation of the Easement, but it is acknowledged that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement. Grantee's failure to provide comments does not constitute a waiver of the terms of this Easement.

(iii). Grantor shall provide Holder with a written annual report describing Grantors' proposed plan for forestry and other activities on the Protected Property during the coming year. In the annual report, Grantor shall accurately describe the forestry and other activities on the Protected Property during the preceding year including information on proposed harvest volumes for the coming year and the preceding year's actual harvest volume. Grantor shall also describe in the report the location, silvicultural objectives, and estimated timing of all forestry activities planned for the coming year. In the report, Grantor shall also demonstrate the consistency of such completed and anticipated forestry activities with the Forest Management Plan prepared under this Easement. Grantor shall provide Holder with reasonable opportunity to meet with Grantor and its supervising licensed professional forester at least annually to review the annual report.

(iv) Third party certification: Holder may approve an independent, third-party certification agent, which approval will be based upon Holder's assessment of the qualifications, experience, audit standards and procedures of that agent to evaluate the consistency of the Grantor's Forest Management Plan with the terms of this Easement. If the Protected Property is certified as being operated in a sustainable manner or other relevant certification standard by a third-party certification agent so approved by the Holder, and if the Grantor's Forest Management Plan and performance under the plan is reviewed and approved as being consistent with the terms of this Easement by such third party as part of the certification process, such plan shall be deemed to be in compliance with all of the provisions of this Section 5 and the terms, purposes and recitals of this Conservation Easement, and may, but need not be, reviewed by the Holder. The third party certification process qualifying under this paragraph, including

Holder's approval of the certification agent, shall be effective for a period of up to three years. The Holder retains the right to review the Forest Management Plan and shall have the right to review all documents prepared by the third-party responsible for the certification. Grantor acknowledges that the purpose of the Forest Management Plan is to guide forest management activities in compliance herewith, and that the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

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

(vi) The Forest Management Plan shall specify activities and practices proposed to achieve compliance with the Forestry Principles and Specific Prescriptions set forth hereinabove, and shall also include and comply with at a minimum the following:

(a) the Grantor's long-term Forest Management Plan for management of the Protected Property, and a general description of proposed actions to protect forest health and maintain timber productivity in a manner to assure compliance with the terms, purposes and recitals of this Easement and the Principles and Prescriptions set forth above;

(b) identification of the natural and physical features of the Protected Property at the time of the Forest Management Plan, and current harvest areas, including forest type, current stocking levels, age, quality, health, relevant stand history, and existing access routes; wetlands and water bodies; location of roads, trails, campsites and other areas used by the public; location of special plant or wildlife habitat;

(c) information, by species group, on timber harvest levels during the ten year period of the preceding Forest Management Plan (none is required for submission of the initial Forest Management Plan);

(d) a projection of timber growth and harvest, by species group, over the period of the Forest Management Plan, and at least twenty years beyond the term of the Forest Management Plan, utilizing current scientific methods, and a description of the relationship between projected harvests and the requirements of this Conservation Easement showing that the Protected Property will be managed to allow for a continuing, renewable and long-term source of forest products;

(e) a description of Grantor's actions to protect and manage soil productivity and water quality, including reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization, as may be required for compliance of forest management activities with then currently available best management practices or comparable standards agreed to by Grantor and Holder;

- (f) a description of the foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality, recreational values, and wildlife habitat;
- (g) a specific description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the Principles and Prescriptions at Section 5.C and 5.D hereinabove;
- (h) a description of how Forest Management Activities will be conducted to (1) manage for fish and wildlife resources, (2) protect known site-specific occurrences of animal and plant species that are listed by state or federal agencies as endangered, threatened or of "special concern" for such time period as such species are so listed, and (3) meet the requirements of state and federal law regarding threatened and endangered species;
- (i) a description of how Forest Management Activities will be conducted to protect and manage the Protected Property's recreational resources and designated scenic areas *[If any] [Option: and in accordance with the Holder's Public Access and Recreational Management Rights];* and
- (j) map information sufficient to support the above requirements.

6. PUBLIC ACCESS - Model One

A. Grantor hereby grants to the Holder the right of public pedestrian access to and use of the Protected Property for traditional, non-intensive outdoor recreation by the general public as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage access to the Protected Property nor to inhibit traditional, non-intensive outdoor recreation by the general public.

B. Grantor shall not charge a fee to the general public for pedestrian access or use of the Protected Property; however Grantor may charge customary, reasonable user fees for access to defray the actual cost to Grantor of building and maintaining recreational and public use infrastructure. Such fees must be approved in advance and in writing by Holder. Under no circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes, *[Option: except in Leased Lots described in Exhibit D].*

C. Grantor further agrees to take no action to discourage or prohibit access to the Protected Property by motor vehicle on abutting public roads, and/or on rights of way owned by Grantor to the Protected Property or to which Grantor has assignable access rights identified in Exhibit A, except as permitted in paragraph D. *[If parking is contemplated, add: Reasonable parking will be provided in the parking area(s) and at the roadsides, designated on Exhibit B (or other smaller scale map Exhibit).]*

D. Consistent with the provisions of P.L. 1999, c. 514, sec. A-6 and other applicable law, Grantor has the right to make reasonable rules and regulations for any of the following uses for public recreation: night use; camping; loud activities; open fires; use of motor vehicles except as provided in this easement; access by domesticated animals or pets; any use that may interfere with or be harmful to members of the public using the Protected Property, the conservation values of the Protected Property, or the proper exercise of Grantor's reserved rights. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users; such right of Grantor may be exercised only following 30 days' prior notice to Holder and an opportunity to comment, except in an emergency in which notice to Holder shall be as soon thereafter as possible. Grantor also has the right to temporarily restrict public access on the roads of the Protected Property during periods of water-saturated soils to prevent road damage. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

6. PUBLIC ACCESS – Model Two

A. Grantor hereby grants to the Holder the right of public pedestrian access to and use of the Protected Property for traditional non-intensive outdoor recreation by the general public, as provided herein. To this end, Grantor agrees to take no action to prohibit or discourage access to the Protected Property nor to inhibit traditional non-intensive outdoor recreation by the general public.

B. Grantor shall not charge a fee to the general public for pedestrian access or use of the Protected Property, however Grantor may charge customary, reasonable user fees for access, approved in advance and in writing by Holder, to defray the actual cost to Grantor of building and maintaining recreational and public use infrastructure. Such fees must be approved in advance and in writing by Holder. Under no circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes, *[Option: except in Leased Lots described in Exhibit D].*

C. Grantor further agrees to take no action to discourage or prohibit access to the Protected Property by motor vehicle on abutting public roads, and/or on rights of way owned by Grantor to the Protected Property or to which Grantor has assignable access rights identified in Exhibit A, except as permitted in paragraph D. *[If parking is contemplated, add: Reasonable parking will be provided in the parking area(s) and at the roadsides, designated on Exhibit B (or other smaller scale map Exhibit).]*

D. Grantor also has the right to temporarily restrict public access on limited areas of the Protected Property to protect fragile areas under study, or for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users; such right of Grantor may be

exercised only following 30 days' prior notice to Holder and an opportunity to comment, except in an emergency in which notice to Holder shall be as soon thereafter as possible. Grantor also has the right to temporarily restrict public access on the roads of the Protected Property during periods of water-saturated soils to prevent road damage. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other conservation values of the Protected Property.

E. Grantor also grants to Holder the following public use management rights, which may be assigned or delegated to another entity, after notice to Grantor.

[List the public use management rights here; for example including such topics as: rules and fees, trails, campsites and picnic areas, boat launching facilities, access routes, signage, and site restoration]

7. DEFINITIONS:

A. "Commercial Forest Management" is defined as the planting, growing, cultivation, stocking, and cutting of trees and other forest products, and includes timber cruising, resource evaluation, herbicide, pesticide and fertilizer application, timber stand improvement, pruning, mechanical and conventional timber harvesting and other forest harvesting, forest products transportation, natural and artificial regeneration of forest stands, maple sugaring, other substantially similar and associated activities, and the construction, creation, use and maintenance of woods roads, skid trails and winter haul roads, turnouts, timber landings and crossings of flowing waters for such purposes, all as consistent with the terms of this Conservation Easement.

B. "Traditional, non-intensive outdoor recreation" is defined as dispersed, non-commercial, non-exclusive, and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities. Such uses include hunting, fishing, trapping, hiking, nature observation, picnicking, boating, cross country skiing, snow-shoeing, bicycling, horseback riding, swimming, primitive non-commercial camping, and outdoor education and nature study, including scientific and archeological research and observation, and enjoyment of open space; *[Option: provided however, that snowmobiles and All Terrain Vehicles (ATVs) on trails designated by the Grantor for this purpose shall be permitted in connection with such uses]. [This list of recreational public uses should conform to other recitations in the easement and be as inclusive as possible]*. The incidental use of the Protected Property by the general public supported by paid guides or outfitters shall not be deemed commercial use. Establishment of approved permits and access fees for use of permitted campsites and other permitted recreational facilities shall not be deemed exclusive use.

C. "Normal high watermark of the shore" means that line on the shore of tidal or fresh water bodies which is apparent 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. Distances from the normal high water mark will be determined by horizontal measurement.

D. "Wetland" means any area saturated or inundated by water at a frequency or for a duration sufficient to support, and which under normal circumstances does support, vegetation typically adapted for life in saturated soils, or any land below an identifiable debris line left by water action, and any land with vegetation present that is tolerant of salt water and occurs primarily in salt water or estuarine habitat. The "upland edge" of a wetland is the boundary between upland and wetland, and not the edge of open water.

8. NOTICES.

A. Any notices to Holder required in this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the following person and address or such other person or address as may be hereafter specified by notice in writing to: HOLDER: *[Give title and address of Agency head]*. All other communication shall be made by reasonable means under the circumstances.

Such notices to Holder or requests for Holder consent, 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 purposes hereof.

B. Any notices to Grantor required by this Conservation Easement shall be sent by registered or certified mail, or other courier providing reliable proof of delivery, to the Grantor's designee at the following address, or to such other person or address as may be hereafter specified by notice in writing to GRANTOR: *[give title and address of Grantor's designated representative]*. All other communication shall be made by reasonable means under the circumstances.

Such notices to Grantor or requests for Grantor consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Grantor to determine whether proposed plans are consistent with the terms of this Conservation Easement and the purposes hereof.

C. In the event that the Protected Property is owned by a trust, business entity, or any common or jointly held ownership, the Grantor entity or the common or joint owners shall designate an agent to be responsible for the granting of approvals of Grantor and the receipt of notices on behalf of Grantor hereunder. In the event that no single owner or agent is so designated, the approval of or notice to, any executive officer of the business entity, or any one common or joint owner, shall be deemed the approval of or notice to all.

9. COSTS AND LIABILITIES

A. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

B. 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 [*Options if holder acquires affirmative management rights*], other than as set forth in Section 10.E]. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person other than the Holder on the Protected Property.

C. Grantor shall have responsibility, and the Holder shall have no responsibility whatsoever, for the operation of the Property, the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that: (1) it creates in the Holder the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, Sections 9601 *et seq.*) or any successor or related law; (2) it creates in the Holder obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3) or any successor or related law; or (3) the Holder has any control over the Grantor's ability to investigate and remediate any hazardous materials associated with the Property. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

10. HOLDER'S AFFIRMATIVE RIGHTS.

A. In a reasonable manner, Holder has the right to enter the Protected Property, including over roads owned by Grantor or rights of way or other access ways available to Grantor for access to the Protected Property for inspection and monitoring purposes and for enforcement of the terms of this easement.

B. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition in compliance herewith and receive damages for irremediable harm due to violation hereof. In the event that Holder becomes aware of a violation or threatened violation of the terms of this Easement, Holder shall give written notice to

Grantor and request that Grantor take corrective action sufficient to cure the violation or prevent the threatened violation, except where emergency circumstances or prevention of a threatened breach of this Conservation Easement require more immediate enforcement action. Wherever in this Conservation Easement Grantor is afforded or retains a right to provide a plan or otherwise express an intention to take an action (regardless of whether Holder has any right to approve Grantor's action, plan or statement of intention), nothing in this Easement shall be construed to impair Holder's right to seek injunctive or other relief as necessary to enforce the terms of this Easement against a violation or threatened violation hereof. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, 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, and any other payments ordered by such Court or decision maker.

C. It is Grantor's obligation to locate and keep the boundaries of the Protected Property and any Land Use Areas identified in Section 1, clearly marked on the ground before undertaking any actions that are restricted by this Conservation Easement in the vicinity of such boundary.

D. Holder has the right, after consultation with Grantor, to install and maintain small unlighted signs visible from public vantage points, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

E. *[Option for special affirmative rights: As described in Section 6, Holder may reserve special rights, such as the right to establish and maintain trails or primitive campsites, the right to maintain vistas, the right to improve wildlife habitat, conduct ecological surveys or scientific research, or the right to manage certain types of public use, such as ecological education or supervised group visits.]*

F. The Holder may, but is not required to, notify Grantor in the event that Holder believes that Grantor's activities or planned activities may constitute or could lead to a violation of the terms of this Easement, provided that no act or failure to act by or on behalf of the Holder may be construed to constitute an approval, waiver or estoppel in connection with Holder's rights to enforce the terms of this Easement.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER FEDERAL LAWS AND REGULATIONS.

A. Conservation Purposes. This Conservation Easement is established exclusively for conservation purposes consistent with the provisions of the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522,

and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 *et seq.*, as amended. *[* See 12.A for reference to qualification under the Maine UCEA]*

B. Qualified Donee. *[For governmental holders :* The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A) and under Internal Revenue Code Section 170(h)3, to wit: a governmental entity with the commitment to preserve the conservation values of the Protected Property.] *[For non-profit organizations:* The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, and is a Qualified Organization under Code Section 170(h)3, to wit: a publicly funded, non-profit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property.] *[* this combines state and federal qualifications]*

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant. *[* this combines state and federal requirements]*

[The following para. C is an alternative form to be used if Forest Legacy Program funding from the US Forest Service is involved]

C. Assignment Limitation. The burden of the Easement created hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable only to a governmental entity, consistent with the Forest Legacy Program (16 USC Section 2103c). Any such assignee or transferee shall have the like power of assignment or transfer. In addition, but only if such assignment is permitted by the Forest Legacy Program at the time of such assignment, the Grantee may assign this Easement with the prior written consent of the Grantor, which consent shall not be unreasonably withheld, to an organization that is qualified at the time of transfer under 16 USC Section 2103c, and the applicable regulations thereunder, Section 170(h) of the Code, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Title 33, Maine Revised Statutes Annotated, Section 476(2) (or any successor or other legal provision then applicable), or the laws of the United States (an "Alternative Qualified Holder"). As a condition of any such assignment, the Grantee shall require that the conservation purposes this grant is intended to advance, continue to be carried out. The Grantee agrees to give written notice to the Grantor of a proposed assignment. Where the Grantor's consent to an assignment is required, the Grantor shall respond in writing to the Grantee's request for consent to an assignment to an Alternative Qualified Holder within ninety (90) days after the receipt of the proposed assignment. If the proposed Alternative Qualified Holder is not acceptable to Grantor, the Grantor shall propose an Alternative Qualified Holder of the Easement that is acceptable to the Grantor. In the event that the parties are

unable to agree upon an Alternative Qualified Holder through discussion and/or mediation in accordance with the guidelines set forth in Section 7.3, either party may seek to have an assignee of the Easement determined in accordance with Sections 7.4 and 8 hereof. Any assignment or transfer of responsibility for the Easement shall be in recordable form and shall be recorded in the _____ County Registry of Deeds.

D. Proceeds Clause. The parties agree that the grant of this Conservation Easement creates a property right vesting immediately in Holder. At the time of this grant, Holder's property right has a fair market value equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement. The parties further agree that the future value of Holder's property right in the Protected Property may increase to a greater extent than the future value of Grantor's property right.

In the event that this Conservation Easement is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action the parties are entitled to receive compensation, the parties agree that notwithstanding any other valuation process proposed to calculate compensation due to the parties by the entity accomplishing the extinguishment or reduction, Holder shall be entitled to that portion of the proceeds of such sale, exchange or conversion equal to the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement as of the date of such extinguishment or reduction.

Whenever all or part of the Protected Property is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Conservation Easement, the parties shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All proceeds shall be divided in accordance with the proportionate value of Grantor's and Holder's interests as specified in this Subsection. Holder's share of proceeds will not include value attributable to authorized improvements made and paid for by Grantor after the date of this grant except as to improvements made by or at the expense of Holder

12. GENERAL PROVISIONS.

A. Applicable Law. This Conservation Easement is created pursuant to the Uniform Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-B, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. Interpretation. If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of accomplishing the conservation purposes of this grant. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Protected Property, nor to prohibit the imposition of further land use restrictions by the agreement of the parties, or by operation of law.

C. Non Waiver. The failure or delay of the Holder, for any reason whatsoever, to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute laches or a waiver or estoppel of its rights to do so at a later time.

D. Compliance. A person's obligation hereunder as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Property into compliance unless Holder releases the new owner. At Grantor's cost, Holder will provide certificates to third parties, indicating the extent to which, to Holder's knowledge, there is compliance of the Protected Property with the terms of this grant after an inspection by Holder made upon Grantor's reasonable prior written request.

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

F. Amendment and Discretionary Consents. Grantor and Holder acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement. Any legally permissible amendment hereto, and any discretionary consent by Holder contemplated by this Conservation Easement, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement on the conservation values of the Protected Property. Holder has no right or power to consent to any use that would result in building development on the Protected Property other than that which is expressly allowed herein, or that would be inconsistent with the Purposes of this Conservation Easement or limit the term or terminate this Conservation Easement, or that would impair the qualification of

this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 et seq., and/or Section 170(h) or 501(c)(3) of the Internal Revenue Code, or successor provisions thereof.

G. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property, except any listed in Exhibit A and are subordinated to all of Holder's rights under this Conservation Easement. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose are subordinate to all of Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Property.

H. Grantor's right to further conservation actions. Subject to the provisions of P.L. 1999, c.514, sec. A-6, nothing contained in this Easement shall be construed either to limit the Grantor's rights to take additional conservation actions to protect the resources and conservation values of the Protected Property, such as further restrictions on the use of all or a portion of the Protected Property, or to limit the Grantor's right to cease managing the Property for commercial forestry activities.

I. Rights and immunities. 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, (Maine Tort Claims Act), and under any other applicable provision of law.

J. Standing to Enforce. Only the State of Maine *[for Holder, if the easement is to be held by an entity other than the State in which case a provision for 3rd Party Enforcement in favor of the State should be inserted]* and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription or other law, independently of this grant.

K. Reasonable Control of Access. Grantor reserves the right to reasonably control, by posting and other means, any use not specifically granted to the Holder herein, that may unreasonably interfere with the proper exercise of Grantor's reserved rights. Grantor may exercise this right following reasonable, prior notice to Holder and an opportunity to comment, except in an emergency, in which case notice to Holder shall be as soon thereafter as possible. As part of this right, Grantor may temporarily restrict public access on areas of the Protected Property for safety purposes during active timber harvesting or other permitted management activities that may pose a hazard to recreational users. Grantor may temporarily restrict public access on areas of the Protected Property to prevent degradation of the roads during periods of water-saturated soils. Holder and Grantor may agree in writing to restrict access and use of the Protected Property by

the general public for other purposes, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, and other conservation values of the Protected Property.

L. Additional Grant of Access Rights Not Limited. Nothing in this Easement should be construed to preclude Grantor's right to grant additional public access on, over or across the Protected Property, for traditional, non-intensive, outdoor recreation by the general public, provided that such use does not conflict with the conservation values of the Protected Property or the public recreational uses provided for herein.

M. Holder's ability to exercise rights. The parties acknowledge that the ability of the Holder to exercise the rights or carry out the duties of the Holder hereunder, including, without limitation, the operation and maintenance of any recreational improvements on the Protected Property, are subject to the availability of moneys appropriated or otherwise available to the Holder and designated for such purposes.

N. Notwithstanding anything in this Easement to the contrary, this Easement shall not impair any prescriptive or other right in the Property that may have been acquired by the public or the Grantee prior to the date of this Easement or that may be acquired after the date of this Easement, or any other right the public or the Grantee may have to use or access the Property pursuant to law.

VII. HABENDUM AND SIGNATURES

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

IN WITNESS WHEREOF, I, _____, being unmarried, have hereunto set my hand and seal this _____ day of _____, 2000.

IN WITNESS WHEREOF, We, _____, husband and wife and joint tenants, have hereunto set our hands and seals this _____ day of _____, 2000.

IN WITNESS WHEREOF, _____, Grantor herein, and _____, his/her spouse, joining in this deed and relinquishing all rights herein by descent or otherwise, have hereunto set their hands and seals, this _____ day of _____, 2000.

IN WITNESS WHEREOF, I, _____, in my capacity as Trustee under the aforescribed Declaration of Trust, hereunto duly authorized, have hereunto set my hand and seal this _____ day of _____, 2000.

IN WITNESS WHEREOF, Grantor, (corporate name) has caused these presents to be signed and sealed in its corporate name by (person), its (title), hereunto duly authorized, this day of , 200 .

VIII. ACKNOWLEDGEMENT

STATE OF MAINE
COUNTY OF , ss. , 200 .

Personally appeared the above-named Grantor(s), and
and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Please type or print name of notary
My commission expires:

[Acknowledgement text is different for corporations, partnerships and trusts.]

IX. HOLDER ACCEPTANCE.

Pursuant to M.R.S.A. Title , Section ,
_____, Commissioner of the Department of , hereby gives consent to
acquisition by the STATE OF MAINE, Department of of the above and
foregoing Conservation Easement. Executed this day of 200 .

Signed Sealed & Delivered
in the Presence of:

STATE OF MAINE
Department of

Witness

by:

its Commissioner

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

Date:

Personally appeared the above-named , Commissioner of the Maine
Department of , and acknowledged acceptance of the above and foregoing
Conservation Easement as her/his free act and deed in said capacity, and the free act and
deed of the STATE OF MAINE.

Before me,

Notary Public/ Attorney at Law

Please Print or Type Name

X. ATTACHMENTS TO CONSERVATION EASEMENT

EXHIBIT A

Legal Description of the Protected Property

EXHIBIT B

A Mapped Plan of the Protected Property Showing Its Important Features

EXHIBIT C

Description of any special land use areas, such as reserved areas, forever wild areas, public areas, public trails, and lines of demarcation.

EXHIBIT D

Leased Lots

June 4, 2013

Diano Circo, Project Manager
The Trust for Public Land
30 Danforth Street, suite 106
Portland, ME 04101

RE: Big Six Township, Maine

Dear Diano,

I'm Louis Hudon and i'm a real estate brocker in Québec city. I work under Royal LePage Inter-Québec Inc. banner.

Based on my knowledge and experience in the real estate industry, it is my strong opinion that camp lots in the township of Big Six would be very marketable to Canadian citizens. We are seeing an increasingly limited ability for citizen to purchase camp lots surrounded by large tracts of forestland; this is exactly what Big Six Township offers. As Québec City and it's suburbs continue to develop, realtors are discovering that the market for lots in secluded areas are highly desired, yet again, there is a severly limited supply available in Québec.

The location of Big Six Township makes it especially intriguing to Canadian citizens, With a simple crossing of the border in St-Aurélie, a short drive from Québec city, Canadians are at the door-step of a vast forestland full of recreational opportunities. The hunting of bear, moose, deer and grouse have long been traditions of Canadians families. The banks of St-John River; an attraction to fishermen for decades would surely be a highly sought after setting for what could be numerous recreational camps.

I should also mention that the Maple Syrup Farms have become a tourist destination in Québec. Many folks from Québec enjoy visiting the property to view thousand of acres, of endless stands of mature Rock Maple trees. There is simply no other place in the Northeast like it anymore.

I can assure you that if any numbers of lots become available in Big Six Township, they would be sold at an astonishing rate. It is not difficult for Canadian citizen to purchase land in the United States. In fact, there are no barriers. I believe most of the lots would be purchased by Canadian citizens.

I should also note the importance of border township such as Big Six to the economy of St-Aurélié. St-Aurélié economy based primarily on forest products and recreation. There have been thriving sawmills located in St-Aurélié for over 100 years, that has been supplied from timber that came from Big Six Township. Multiple hunting guide services have used the township of Big Six to provide their customer with quality hunting.

If there were ever an opportunity to sell camp lots in the township of Big Six, i would be extremely interested in listing those properties. There would be a considerable interest in the lots. Big Six Township has had a lot to offer to Canadian citizen for years, and that holds true today.

Best Regards



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