

**From:** [lucas.st.clair](mailto:lucas.st.clair)  
**To:** [Molly.Ross](mailto:Molly.Ross)  
**Subject:** Fwd: ROW email number 2  
**Date:** Sunday, August 09, 2015 6:11:32 AM  
**Attachments:** [EPI Access to Millinocket.PDF](#)

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Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)

Begin forwarded message:

**From:** Howard Lake <[HLake@lakedenison.com](mailto:HLake@lakedenison.com)>  
**Subject:** ROW email number 2  
**Date:** January 21, 2015 at 3:21:25 PM EST  
**To:** 'lucas.st.clair' <(b) (6) [gmail.com](mailto:)>

R. Howard Lake  
Lake & Denison, LLP  
258 Main Street  
P.O. Box 67  
Winthrop, ME 04364  
(207)377-6953 phone  
(207)377-5114 fax  
[hlake@lakedenison.com](mailto:hlake@lakedenison.com)  
[www.lakedenison.com](http://www.lakedenison.com)

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## A. Access

With respect to access to the captioned parcels, the following instruments are relevant:

- 1-Book 6475 Page 180 - Cassidy to Huber - 1997;
- 2-Book 6475 Page 191 - Huber to Cassidy - 1997;
- 3-Book 7007 Page 059 - Great Northern to Huber - 1999;
- 4-Book 7007 Page 063 - Huber to Great Northern - 1999;
- 5-Book 7300 Page 237 - Huber and Cassidy - Amendment to previous easements - 2000; and
- 6-Book 9073 Page 276 - Aroostook Timberlands - Huber - 2003

Prior to 1999, Huber owned a parcel of land in Millinocket that was north of a Cassidy Parcel. The Cassidy parcel extended southerly across Route 157. Huber decided to put a wood yard on its land next to the railroad tracks and Gardner put a chip plant on Huber's land.

Items 1 and 2 were to provide access to the Huber parcel in Millinocket, Huber was to build the road, which it did, and Huber granted Cassidy the right to use the road and railroad crossing on Huber's land.

In 1999, Huber decided it wanted to connect to Great Northern's 'Golden Road' which resulted in Items 3 and 4. Item 3 conveyed to Huber the right to build and use a road over GNP's land in T1 R8 to Huber's land in Grindstone, T1 R7, along with the right to convey the same rights to Cassidy. Item 4 conveyed to GNP the right to use the road running through Huber and Cassidy's land to Route 11/157 in Millinocket and was for the benefit of 'all lands now owned by Grantee...'. GNP owned the captioned parcels at that time.

Item 5 amended the Items 1 and 2 and granted Huber the right to convey to GNP an easement over the road crossing Cassidy to Route 11/157.

Items 6 conveyed to Aroostook a right of way over Huber's land southerly to 'Dolby'. It is not clear from the instrument if the parties intended the easement to run all the way to Route 11/157 but Aroostook already had a right of way southerly from Dolby to Route 11/157 per Item 4.

Aroostook conveyed the captioned parcels with the benefit of Item 6 and the easement over Cassidy was appurtenant to the parcels per Item 4.

At this point, I believe we can insure access to the captioned parcels subject to the terms and conditions of the instruments creating the easements.

1

ADD to Deed

3K6475 PG180

8/15/97 Draft

74

025236

EASEMENT DEED

BARBARA A. CASSIDY of Bangor, Penobscot County, Maine,

ROSELLE C. FLYNN, a/k/a Roselle M. Flynn, of Kennebunkport, York County,  
Maine,

CASSIDY TIMBERLANDS, LLC, a Maine limited liability company;

FLEET BANK OF MAINE, a corporation with a place of business in Bangor,

Penobscot County, Maine, and MARY JANE HELFRICH, as Co-Trustees under Article  
Eighth of the Will of Jane M. Sullivan;

FLEET BANK OF MAINE, a corporation with a place of business in Bangor,  
Penobscot County, Maine and MARY JANE HELFRICH of Bangor, Maine, as Co-Trustees  
under Article Ninth of the Will of Jane M. Sullivan; and

FLEET BANK OF MAINE, a corporation with a place of business in Bangor,  
Penobscot County, Maine and MARY JANE HELFRICH of Bangor, Maine, as Co-Trustees,  
f/b/o Mary Jane Helfrich under Indenture of Trust with Jane M. Sullivan dated  
December 20, 1978,

all collectively referred to hereinafter as "Grantors" and having a mailing address of c/o  
Prentiss & Carlisle Management Co., Inc., P.O. Box 637, Bangor, Maine 04402-6037, hereby  
grant to J. M. HUBER CORPORATION, a New Jersey corporation with a mailing address of  
900 South Main Street, Old Town, Maine 04468 ("Huber") a non-exclusive right of way for all  
purposes of ingress and egress, and a non-exclusive easement for utility services within a one  
hundred foot (100') strip of land ("the Easement Strip") more particularly described in  
Schedule A). The Easement Strip leads from the public road known as State Route 151 through  
a portion of Grantors' land in Millinocket (formerly Township A Range 7 W.E.L.S.), Penobscot

County, Maine described in the deed of Edythe Rice Dyer to Barbara A. Cassidy, et al. dated December 4, 1981, and recorded in Book 3245, Page 187 of the Penobscot County Registry of Deeds.

The easements hereby granted are for the benefit of all lands of Huber in Millinocket, Penobscot County, Maine ("the Benefitted Parcels"), whether now owned or hereafter acquired.

The utility services easement hereby granted shall include the rights to construct, repair and maintain facilities necessary for the transmission of telephone communications, cable television, electricity and data, and to clear and dispose of interfering trees and other growth from time to time, with permission to enter upon the Easement Strip for purposes of providing such utility services to the Benefitted Parcels. FURTHER GRANTING to Huber, the power to assign to Bangor Hydro-Electric Company, its successors or assigns, in whole or in part, the foregoing easements for purposes of providing electricity and transmitting data to the Benefitted Parcels.

Huber's entry on and use of the Easement Strip shall be SUBJECT TO the following conditions:

- (1) Huber's use of the road, utility lines, and any appurtenances thereto shall be at the sole risk of Huber.
- (2) Grantors reserve the right to connect to utility lines installed by Huber within the Easement Strip at Grantors' sole cost and expense. Further reserving to the Grantors, in common with Huber, the right to post the Easement Strip to avoid unauthorized use.
- (3) All work done shall be performed with reasonable dispatch until fully completed, and Huber shall promptly restore all portions of the Grantor's land altered or damaged in connection with such construction, maintenance and repair to a slightly condition, free of erosion. All removal of merchantable timber for initial construction of the roads and utility lines shall be subject to the terms of a stumpage permit of recent date between the parties. Grantors retain title to all timber within the Easement Strip, and Huber will not in the future remove merchantable timber or other forest products severed from the Easement Strip without the prior written agreement of Grantors or Grantors' land manager (currently Prentiss & Carlisle Management Co., Inc.).
- (4) All work within the Easement Strip shall be in accordance with all applicable laws, codes, and ordinances, and performed in a good and workmanlike manner.
- (5) Huber will be responsible for providing ongoing maintenance and for so long as Huber owns property benefitted by this easement or for so long as Huber uses the road. If Huber transfers all of the property and ceases to use the road, its obligations under this paragraph shall terminate, but shall run with the land. Provided, however, that if successor landowners to Huber are not using the right of way, they shall not be obliged to maintain the right of way during such periods of nonuse.



M1597 Draft

(6) Huber shall obtain and maintain in full force and effect all governmental approvals and financial responsibility requirements required by all applicable laws for construction and use of the road and utility easements on the Easement Strip.

(7) Huber agrees to indemnify and hold Grantors harmless from any claims by contractors, subcontractors, materialmen or workers for any amounts claimed by them for work and materials employed upon the Easement Strip. Huber will not suffer or permit any mechanic's or materialman's lien to be filed against the land of the Grantors, for or purporting to be for labor and materials supplied to, or at the instance of, or for the benefit of, Huber or any contractor or subcontractor employed, or claiming to be employed by Huber.

(8) Huber agrees to indemnify and save Grantors harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Huber, or Huber's invitees, lessees, contractors, licensees, agents, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring on and about the Easement Strip, except nothing mentioned herein shall excuse or exculpate Grantors or their invitees, lessees, contractors, licensees, agents, or employees, from their negligence, and in such case the indemnification and hold harmless provided herein shall not apply, and Grantors shall hold Huber harmless therefrom. In cases where the parties hereunder have agreed to indemnify and hold harmless one another for their own negligence or that of their invitees, lessees, contractors, agents or employees, the indemnification and hold harmless provided herein shall be reduced equitably in accordance with Maine's law of comparative negligence in existence on August 15, 1997.

(9) As further consideration for the grant of the easements contained herein, Huber agrees to pay any Tree Growth withdrawal penalty associated with any change in use of the land occupied by the Easement Strip resulting from exercise of the easement rights, and hereby assigns to Grantors (in common with Huber and its successors and assigns) for purposes of access to lands of Grantors, for forest operations, land management and any other lawful purposes associated with such operations, non-exclusive rights of ingress and egress (over the road to be constructed by Huber and the private crossing to be maintained under a June 16, 1997, Private Crossing Agreement between the Bangor and Aroostook Railroad Company and J. M. Huber Corporation) and for utility services over land leased by Huber from Bangor and Aroostook Railroad Company ("Railroad") pursuant to a June 16, 1997 Lease Agreement relating to land of the Railroad adjacent to the Easement Strip. This assignment is made pursuant to Paragraph 20 of said Lease Agreement and paragraph 12 of said Private Crossing Agreement, subject to the terms and limitations therein. Huber remains the Lessee under said Lease Agreement with the Railroad and Applicant under the Private Crossing Agreement and does not hereby assign, nor do Grantors assume, any obligations of Lessee or Applicant which are not expressly set forth in this paragraph, except that Grantors shall be responsible for all losses, damages, costs, expenses, fines, penalties or claims for personal injury arising or occasioned from Grantors' use of the private crossing and the land leased by the Railroad. All utility and access easements granted hereby are in common with the Grantors, their heirs, personal representatives, successors and assigns. Municipal real estate taxes assessed against the Easement Strip shall remain the responsibility of Grantors.

Huber, its successors and assigns, shall have the right to assign to others, in whole or in part, any of the foregoing rights, privileges and easements for the benefit of the Benefitted Parcels in Millinocket, provided, however, that any assignment of rights shall not extend to the general public.

By its acceptance of this deed, Huber shall be deemed to covenant for itself, and its successors and assigns, to perform Huber's obligations hereunder. Huber hereby signifies assent to the aforesaid exceptions, reservations, conditions, covenants and agreements and hereby makes the assignments under paragraph 9 hereof by joining in the execution of this deed.

IN WITNESS WHEREOF Grantors have signed this deed as an instrument under seal, as of this 15th day of August, 1997.

3K6475 PG 184

8/15/97 Draft

WITNESS:

Maria M. White

GRANTORS:

Barbara B. Cassidy  
Barbara A. Cassidy

#15/67 Draft

AK6475 PG185

Maile M. Cantale

Roselle C. Flynn  
Roselle C. Flynn, a/k/a Roselle M. Flynn

[Signature]

CASSIDY TIMBERLANDS, LLC

By: [Signature]  
Ralph I. Lancaster, Jr., Manager

[Signature]

By: [Signature]  
Everett P. Ingalls, Manager

STATE OF MAINE  
Cumberland County

August 25, 1997

Then personally appeared the above-named Everett P. Ingalls, Manager of Cassidy Timberlands, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Cassidy Timberlands, LLC.

Before me,

[Signature]

Name: Notary Public  
Maine Attorney-at-Law  
FELICIA GARANT  
NOTARY PUBLIC MAINE



PK6475 PG188

8/15/97 Draft

GRANTEE:

J.M. HUBER CORPORATION

[Signature]

By: [Signature]  
Name: Geared M Collins  
Capacity: vice president

STATE OF MAINE

Penobscot County

August 15, 1997

Then personally appeared the above-named Geared M. Collins in his capacity as Vice President of J. M. Huber Corporation, and acknowledged the foregoing acceptance of the execution and acceptance of the foregoing to be the free act and deed in said capacity and the free act and deed of said Grantee.

Before me,

[Signature]  
Name: William H. Hanson  
Notary Public  
Maine Attorney-at-Law

29464/31325  
11579-1

## Schedule "A"

Right-of-Way Description  
to be granted to J.M. Huber Corporation

A certain 100 foot wide Right-of-Way located on the northerly side of Route 11/157 approximately 1675 feet easterly of its intersection with Rice Farm Road, situated in the Town of Millinocket, County of Penobscot, State of Maine, the centerline of which is described as follows:

RIGHT-OF-WAY "A": BEGINNING at a point on the northerly sideline of State Route 11/157, said point being located N 59°03'45" E, a distance of two-hundred forty-three and seventy-four hundredths (243.74) feet from a stone highway monument found at highway station 126+60, fifty (50.00) feet northerly of the baseline, as shown on "Maine State Highway Commission Right-of-Way Map of State Highway "315", Twp A, Range 7, Federal Aid Secondary Project S-0315(2)", Sheet 1 of 9, dated November 1954, recorded in Plan Volume 22, Page 54 of the Penobscot County Roads and Mapping Department, said point also located S 73°06'20" W, a distance of five-hundred seventy-four and ninety-six hundredths (574.96) feet from a stone highway monument found at highway station 134+68.33, fifty (50.00) feet southerly of the baseline, as shown on said Right-of-Way Map;

THENCE, N 29°16'25" W, a distance of one-hundred (100.00) feet;

THENCE, northerly along a curve to the right, said curve having a radius of two-hundred eighteen and twenty-one hundredths (218.21) feet, an arc distance of one-hundred forty and sixty-two hundredths (140.62) feet;

THENCE, N 07°38'55" E, a distance of two-hundred fifty-nine and ninety-eight hundredths (259.98) feet;

THENCE, northerly along a curve to the left, said curve having a radius of two-thousand nine-hundred seventy-three and eighty-six hundredths (2973.86) feet, an arc distance of three-hundred ninety-nine and forty hundredths (399.40) feet;

THENCE, N 00°02'45" W, a distance of seven-hundred ninety-nine and twenty-eight hundredths (799.28) feet;

THENCE, northerly along a curve to the left, said curve having a radius of eight-hundred ninety-one and ninety-one hundredths (891.91) feet, an arc distance of forty-two and fifty-eight hundredths (42.58) feet to a point in the generally southerly line of land now or formerly of Bangor and Aroostook Railroad, described in a deed dated September 12, 1906 and recorded in Book 764, Page 336 of the Penobscot County Registry of Deeds, said point being located N 05°59'15" E, a distance of one-thousand eight-hundred fifty-six and thirteen hundredths (1856.13) feet from said stone monument found at station 126+60, fifty (50.00) feet northerly of the baseline, said point also being located N 20°00'15" W, a distance of one-thousand six-hundred fifty-three and thirty-six

hundredths (1653.36) feet from said stone monument located at station 134+68.33, fifty (50.00) feet southerly of the baseline;

RIGHT-OF-WAY "C": BEGINNING at a point in the generally northerly line of above mentioned land of Bangor and Aroostook Railroad said point being located N 02°32'35" E, a distance of two-thousand three-hundred ninety-seven and fifty-one hundredths (2397.51) feet from said stone monument found at station 126+60, fifty (50.00) feet northerly of the baseline, said point also being located N 17°14'55" W, a distance of two-thousand two-hundred one and seventy-six hundredths (2201.76) feet from said stone monument located at station 134+68.33, fifty (50.00) feet southerly of the baseline;

THENCE, northeasterly along a curve to the right, said curve having a radius of two-hundred twenty-two and twenty-four hundredths (222.24) feet, an arc distance of eighty-five and thirty-two hundredths (85.32) feet, the long chord of said curve bearing N 24°36'30" E, a distance of eighty-four and eighty hundredths (84.80) feet;

THENCE, N 35°36'45" E, a distance of one-hundred (100.00) feet;

THENCE, northerly along a curve to the left, said curve having a radius of two-hundred fifty-seven and thirty-two hundredths (257.32) feet, an arc distance of one-hundred seventy-eight and forty-eight (178.48) feet;

THENCE, N 04°07'45" W, a distance of twenty-eight and sixty hundredths (28.60) feet to a point on the southerly line of land now or formerly of J.M. Huber Corporation, described in a deed dated March 22, 1984 and recorded in Penobscot County Registry of Deeds Book 3505, Page 354, said point being located N 05°05'50" E, a distance of two-thousand seven-hundred sixty-one and thirty-four hundredths (2761.34) feet from said stone monument found at station 126+60, fifty (50.0) feet northerly of the baseline, said point also being located N 11°48'30" W, a distance of two-thousand five-hundred eleven and seventeen hundredths (2511.17) feet from said stone monument located at station 134+68.33, fifty (50.0) feet southerly of the baseline.

Directions are based from Grid North, determined for this survey by location of control points shown on a plan entitled "Topographic Plan of a Site South of Bangor & Aroostook Railroad in Grindstone, Maine for Huber Corporation", dated November, 1994, prepared by James W. Sewall Company of Old Town, Maine.

The above description, prepared by A.E. Sturgeon and Company, is based on limited research and fieldwork. This description is not the result of a Standard Boundary Survey.

18949-1

PENOBSCOT ss RECEIVED  
1997 AUG 28 A 9 30

*Juan F. Bulay*  
REGISTER

*Preston + Parkelle*



2

ADD to Deed

B/1597 Draft

425237  
#6475 PG 91

EASEMENT DEED

15

J. M. HUBER CORPORATION, a New Jersey corporation with a mailing address of 900 South Main Street, Old Town, Maine 04468 ("Huber") hereby grants to BARBARA A. CASSIDY of Bangor, Penobscot County, Maine,

ROSELLE C. FLYNN, a/k/a Roselle M. Flynn, of Kennebunkport, York County, Maine,

CASSIDY TIMBERLANDS, LLC, a Maine limited liability company;

FLEET BANK OF MAINE, a corporation with a place of business in Bangor, Penobscot County, Maine, and MARY JANE HELFRICH, as Co-Trustees under Article Eighth of the Will of Jane M. Sullivan;

FLEET BANK OF MAINE, a corporation with a place of business in Bangor, Penobscot County, Maine and MARY JANE HELFRICH of Bangor, Maine, as Co-Trustees under Article Ninth of the Will of Jane M. Sullivan; and

FLEET BANK OF MAINE, a corporation with a place of business in Bangor, Penobscot County, Maine and MARY JANE HELFRICH of Bangor, Maine, as Co-Trustees, *in/b/o* Mary Jane Helfrich under Indenture of Trust with Jane M. Sullivan dated December 20, 1978

(all collectively referred to hereinafter as "Grantees") having a mailing address of c/o Prentiss & Carlisle Management Co., Inc., P.O. Box 637, Bangor, Maine 04402-6037, a non-exclusive right of way for all purposes of ingress and egress, and a non-exclusive easement for utility services within a one hundred foot (100') strip of land ("the Easement Strip") more particularly described in Schedule A. The Easement Strip leads through a portion of Grantor's land in Millinocket (formerly Township A, Range 7 WELS) Penobscot County, Maine as

described in a deed from Stetson to Grantors dated March 22, 1984 and recorded in Book 3505, Page 354 of the Penobscot County Registry of Deeds.

The easements hereby granted are for the benefit of all lands of Grantees in Millinocket, Penobscot County, Maine ("the Benefitted Parcels"), whether now owned or hereafter acquired.

The utility services easement hereby granted shall include the rights to construct, repair and maintain facilities necessary for the transmission of telephone communications, cable television, electricity and data, and to clear and dispose of interfering trees and other growth from time to time, with permission to enter upon the Easement Strip for purposes of providing such utility services to the Benefitted Parcels. FURTHER GRANTING to Grantees, the power to assign to Bangor Hydro-Electric Company, its successors or assigns, in whole or in part, the foregoing easements for purposes of providing electricity and transmitting data to the Benefitted Parcels.

Grantees' entry on and use of the Easement Strip shall be SUBJECT TO the following conditions:

- (1) Use of the road, utility lines, and any appurtenances thereto shall be at the sole risk of Grantees.
- (2) Grantor reserves the right to connect to utility lines installed by Grantees within the Easement Strip at Grantor's sole cost and expense. Further reserving to Grantor, in common with Grantees, the right to post the Easement Strip to avoid unauthorized use.
- (3) All work done shall be performed with reasonable dispatch until fully completed, and Grantees shall promptly restore all portions of the Grantor's land altered or damaged in connection with such construction, maintenance and repair to a sightly condition, free of erosion. Grantor retains title to all timber within the Easement Strip, and Grantees will not in the future remove merchantable timber or other forest products severed from the Easement Strip without the prior written agreement of Grantor.
- (4) All work within the Easement Strip shall be in accordance with all applicable laws, codes, and ordinances, and performed in a good and workmanlike manner.
- (5) Grantees shall obtain and maintain in full force and effect all governmental approvals and financial responsibility requirements required by all applicable laws for Grantees' construction and use of the road and utility easements on the Easement Strip.
- (6) Grantees agree to indemnify and hold Huber harmless from any claims by Grantees' contractors, subcontractors, materialmen or workers for any amounts claimed for work and materials employed upon the Easement Strip. Grantees will not suffer or permit any mechanic's or materialman's lien to be filed against the land of the Grantor, for or purporting to be for labor and materials supplied to, or at the instance of, or for the benefit of, Grantees or any contractor or subcontractor employed, or claiming to be employed by Grantees.

(7) Grantees agrees to indemnify and save Grantor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Grantees, or Grantees's invitees, lessees, contractors, licensees, agents, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring on and about the Easement Strip, except nothing mentioned herein shall excuse or exculpate Grantor or its invitees, lessees, contractors, licensees, agents, or employees, from its negligence, and in such case the indemnification and hold harmless provided herein shall not apply, and Grantor, shall hold Grantee harmless therefrom. In cases where the parties hereunder have agreed to indemnify and hold harmless one another for their own negligence or that of their invitees, lessees, contractors, agents or employees, the indemnification and hold harmless provided herein shall be reduced equitably in accordance with Maine's law of comparative negligence in existence on August 15, 1997.

All utility and access easements granted hereby are in common with the Grantor, its successors and assigns. Municipal real estate taxes assessed against the Easement Strip shall remain the responsibility of Grantor.

Grantees, their successors and assigns, shall have the right to assign to others, in whole or in part, any of the foregoing rights, privileges and easements for the benefit of the Benefitted Parcels, or any portion thereof, in Millinocket, provided, however, that any assignment of rights shall not extend to the general public.

By their acceptance of this deed, Grantees shall be deemed to covenant for themselves, and their successors and assigns, to perform Grantees's obligations hereunder. The Grantees hereby signify assent to the aforesaid exceptions, reservations, conditions, covenants and agreements by joining in the execution of this deed.

IN WITNESS WHEREOF Grantor has caused this deed to be signed by

Gregory M. Collins its duly authorized officer, as an instrument under seal, as of this 15th day of August, 1997.

WITNESS:

[Signature]

GRANTOR:

I.M. HUBER CORPORATION

By: [Signature]  
Name: Gregory M. Collins  
Capacity: vice President

3K6475 PG194

8/15/97 Draft

STATE OF MAINE  
Penobscot COUNTY

August 15, 1997

Then personally appeared the above-named Gerard M. Collins in his aforesaid capacity, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of J.M. Huber Corporation.

Before me,

William H. Hunter

Name: William H. Hunter  
Notary Public  
Attorney-at-Law

GRANTEES

Maia M. Conliffe

Barbara A. Cassidy  
Barbara A. Cassidy

Maia M. Conliffe

Roselle C. Flynn  
Roselle C. Flynn, w/t/a Roselle M. Flynn

Aud M. Carls  
Michael J. Clifford

FLEET BANK OF MAINE, in its Capacity  
as Co-Trustee under Article Eighth of the  
Will of Jane M. Sullivan

By: S.W. Patrick  
Name: S.W. PATRICK  
Capacity: VP, TTP  
Mary Jane Helfrich  
Mary Jane Helfrich, Co-Trustee Under  
Article Eighth of the Will of Jane M.  
Sullivan

Aud M. Carls  
Michael J. Clifford

FLEET BANK OF MAINE, in its Capacity  
as Co-Trustee under Article Ninth of the  
Will of Jane M. Sullivan

By: S.W. Patrick  
Name: S.W. PATRICK  
Capacity: VP, TTP  
Mary Jane Helfrich  
Mary Jane Helfrich, Co-Trustee Under  
Article Ninth of the Will of Jane M. Sullivan

Aud M. Carls  
Aud M. Carls

FLEET BANK OF MAINE, in its Capacity  
as Co-Trustees b/w Mary Jane Helfrich  
under Indenture of Trust with Jane M.  
Sullivan dated December 20, 1978

By: S.W. Patrick  
Name: S.W. PATRICK  
Capacity: VP, TTP  
Mary Jane Helfrich  
Mary Jane Helfrich, Co-Trustee b/w Mary  
Jane Helfrich under Indenture of Trust with  
Jane M. Sullivan dated December 20, 1978

Schedule "A"

100 Foot Wide Right-of-Way  
to be conveyed to  
Cassidy Heirs and others  
by  
J.M. Huber Corporation  
Millinocket, Penobscot County, Maine

A certain 100 foot wide Right-of-Way leading northerly from the southerly line of land now or formerly of J.M. Huber Corporation to the southeasterly line of the Bangor and Aroostook Railroad Right-of-Way from Millinocket to Grindstone, the centerline of said 100 foot wide Right-of-Way is described as follows:

BEGINNING at a point on the southerly line of land now or formerly of J.M. Huber Corporation, described in a deed dated March 22, 1984 and recorded in Book 3505, Page 354 of the Penobscot County Registry of Deeds, said point being located N 05°05'50" E, a distance of two-thousand seven-hundred sixty-one and thirty-four hundredths (2761.34) feet from a stone highway monument found at highway station 126+60, fifty (50.00) feet northerly of the baseline, as shown on "Maine State Highway Commission Right-of-Way Map of State Highway "315", Twp A, Range 7, Federal Aid Secondary Project S-0315(2)", Sheet 1 of 9, dated November 1954, recorded in Plan Volume 22, Page 54 of the Penobscot County Registry of Deeds, said point also located N 11°48'30" W, a distance of two-thousand five-hundred eleven and seventeen hundredths (2511.17) feet from a stone highway monument found at highway station 134+68.33, fifty (50.00) feet southerly of the baseline, as shown on said Right-of-Way Map;

THENCE, N 04°07'45" W, a distance of three-hundred forty-two and forty-eight hundredths (342.48) feet;

THENCE, northerly along a curve to the left, said curve having a radius of three-thousand two-hundred fifty-nine and thirty-four hundredths (3259.34) feet, an arc distance of three-hundred ninety-nine and fifty hundredths (399.50) feet;

THENCE, N 11°09'05" W, a distance of fifty and ninety hundredths (50.90) feet;

THENCE, northwesterly along a curve to the left, said curve having a radius of two-hundred eighty-four and seventy-six hundredths (284.76) feet, an arc distance of two-hundred thirty-five and fifty-eight (235.58) feet to a point in an existing gravel road;

THENCE, N 58°33'05" W, along or near the existing gravel road, a distance of forty-six and forty-nine hundredths (46.49) feet;

THENCE, northwesterly along a curve to the right, said curve having a radius of three-hundred ninety-three and seventy hundredths (393.70) feet, an arc distance of one-hundred forty-eight and twenty-two hundredths (148.22) feet;



THENCE, N 36°58'50" W, along or near the centerline of said gravel road and crossing Schoodic Stream, so called, a distance of one-hundred ninety-nine and twenty-four hundredths (199.24) feet;

THENCE, northwesterly along or near the centerline of said gravel road and a curve to the right, said curve having a radius of four-hundred seventy-six and sixty-four hundredths (476.64) feet, an arc distance of two-hundred forty-four and forty-nine hundredths (244.49) feet;

THENCE, N 07°35'25" W, along or near the centerline of said gravel road, a distance of four-hundred thirty and eighty-five hundredths (430.85) feet;

THENCE, northwesterly along a curve to the left, said curve having a radius of three-thousand five-hundred twenty-eight and twenty-seven hundredths (3528.27) feet, an arc distance of one-hundred ninety-nine and ninety-five hundredths (199.95) feet;

THENCE, N 10°50'14" W, along or near the centerline of said gravel road, a distance of one-thousand six-hundred fifty-nine and sixty-two hundredths (1659.62) feet;

THENCE, northwesterly along or near the centerline of said gravel road and a curve to the left, said curve having a radius of seven-hundred eleven and forty-eight hundredths (711.48) feet, an arc distance of three-hundred thirty-two and thirty-six hundredths (332.36) feet to a point located N 07°18'03" W, a distance of six-thousand eight-hundred forty-two (6842.00) feet from said stone monument found at station 126+60, fifty (50.00) feet northerly of the baseline, said point also located N 14°04'45" W, a distance of six-thousand six-hundred ninety-five and twenty-four hundredths (6695.24) feet from said stone monument located at station 134+68.33, fifty (50.00) feet southerly of the baseline;

THENCE, N 37°36'10" W, along or near the centerline of said gravel road, a distance of forty-nine (49.00) feet, more or less, to the southeasterly line of the Bangor and Aroostook Railroad Right-of-Way leading from Millinocket northeasterly to Grindstone.

Directions are based from Grid North, determined for this survey by location of control points shown on a plan entitled "Topographic Plan of a Site South of Bangor & Aroostook Railroad in Grindstone, Maine for Huber Corporation", dated November, 1994, prepared by James W. Sewall Company of Old Town, Maine.

The above description, prepared by A.E. Sturgeon and Company, is based on limited research and fieldwork. This description is not the result of a Standard Boundary Survey.

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*Susan F. Buby*  
REGISTER

*Prattis & Carlisle*



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EASEMENT DEED

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GREAT NORTHERN PAPER, INC. (a subsidiary of BOWATER INCORPORATED), a Delaware corporation having a place of business in Millinocket, Maine and a mailing address of 1024 Central Street, Millinocket, Maine 04462-2100 (the "Grantor") hereby grants to J. M. HUBER CORPORATION, a New Jersey corporation having a place of business in Old Town, Maine and a mailing address of 970 South Main Street, Old Town, Maine 04468 (the "Grantee"), a perpetual non-exclusive right of way for all purposes of ingress and egress within a one hundred foot (100') strip of land (the "Easement Strip") for the Golden Road Extension, so-called, being more particularly described in Schedule A attached hereto and made a part hereof. The Easement Strip leads through a portion of Grantor's land in Township 1 Range 8 WELS, Penobscot County, Maine, as shown in Schedule A, and as described in a deed from Great Northern Nekoosa Corporation to Grantor, dated December 19, 1991, and recorded in the Penobscot County Registry of Deeds in Book 4966, Page 125.

The easements hereby granted are for the benefit of (i) all lands now owned by Huber, and all lands which may hereafter be acquired by Huber, in the State of Maine, and (ii) all lands now owned in common by Barbara A. Cassidy and those other certain grantors in an Easement Deed from Barbara A. Cassidy et als., to Grantee dated August 15, 1997, and recorded in said Registry of Deeds in Book 6475, Page 180 as amended by an Amendment to Easement Deed dated ~~1999~~ <sup>1999</sup> to be recorded in said Registry of Deeds (hereinafter the "Cassidy Owners"), and all lands which may hereafter be acquired in common by the Cassidy Owners, in the State of Maine (collectively, the "Benefitted Parcels"), and Huber is expressly granted the right to assign to the Cassidy Owners, in whole or in part, any of the rights, privileges and easements herein granted.

The rights in the Easement Strip are hereby conveyed subject to the following terms and conditions:

(1) Before any road is constructed within the Easement Strip, Grantor and Grantee must agree upon (i) which party will be responsible for obtaining any permits and applications required by law, and (ii) the contractor who shall construct the road. Grantee shall pay for the cost of the construction of the road. After the road has been constructed, Grantor and Grantee shall meet at the offices of the Grantee on the first business day of April of each year to discuss the maintenance which has been performed on the road over the past operating period (which shall be from April to April of each year) and to agree upon the following matters for the upcoming annual operating period:

(a) the maintenance which is necessary for the road and which party shall be responsible for performing the maintenance for the road; provided however, that the Grantee shall have the right, in its sole determination, to be the party responsible for performing such maintenance, and

(b) the estimated costs of such maintenance; and

BK 7007PG060

(c) a budget for paying for such maintenance costs, which budget shall allocate the estimated maintenance costs between Grantor and Grantee and other users of the road, if applicable, and set the dates upon which such allocated costs are to be paid by each party; provided however, that either party may elect to discontinue its use of the road for any annual operating period, and if such an election is made, the party making such election shall not have an obligation to pay for any maintenance costs for the operating period in question

(2) Grantee's use of the road and any appurtenances thereto shall be at the sole risk of Grantee

(3) Grantor reserves, in common with Grantee, the right to post the Easement Strip to avoid unauthorized use

(4) Grantor shall retain title to all timber within the Easement Strip, and Grantee will not remove merchantable timber or other forest products severed from the Easement Strip without the prior written agreement of Grantor.

(5) Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Grantee, or Grantee's invitees, lessees, contractors, licensees, agents, or employees, or arising from any accident, injury, or damage howsoever caused to any person or to the property of any person occurring on or about the Easement Strip, except that nothing mentioned herein shall excuse or exculpate Grantor or its invitees, lessees, contractors, licensees, agents, or employees from its sole negligence, and in such case the indemnification and hold harmless provided herein shall not apply, and Grantor shall hold Grantee harmless therefrom. In cases where the parties hereunder have agreed to indemnify and hold harmless one another for their own negligence or that of their invitees, lessees, contractors, licensees, agents, or employees, if both parties are at fault, the indemnification and hold harmless provisions herein contained shall be reduced equitably in accordance with Maine's law of comparative negligence in existence on March 1, 1999.

(6) The access easements granted hereby shall be in common with the Grantor, its successors and assigns. Real estate taxes assessed against the Easement Strip shall remain the responsibility of the Grantor.

(7) Grantee, its successors and assigns, shall have the right to assign to its agents, invitees, contractors, and others, in whole or in part, any of the foregoing rights, privileges and easements for the benefit of the Benefitted Parcels or any portion thereof, provided however, that any assignment of rights shall be in writing and shall be subject to Grantor's approval, which shall not be unreasonably delayed or withheld, and provided further that any assignment of rights shall not extend to the general public.

Grantee, for itself and its successors and assigns, hereby signifies its assent to the aforesaid conditions, covenants and agreements contained herein by joining in the execution of this Easement Deed.

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IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Deed as of the 16<sup>th</sup> day of March, 1999.

WITNESS:

GREAT NORTHERN PAPER, INC.

[Signature]

By [Signature]  
Name: Marcia A. McKeague  
Title: Vice President

WITNESS:

J. M. HUBER CORPORATION

[Signature]

By [Signature]  
Name: Gerard M. Collins  
Title: Vice President

STATE OF MAINE  
County of Penobscot

March 16, 1999

Then personally appeared the above-named Marcia A. McKeague, Vice President of GREAT NORTHERN PAPER, INC. and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of GREAT NORTHERN PAPER, INC.

Before me,

[Signature]  
Notary Public  
Print Name: Sharon L. Deo  
My Commission Expires: 4/30/04



STATE OF MAINE  
County of Penobscot

March 16, 1999

Then personally appeared the above-named Gerard Collins Vice President of J. M. HUBER CORPORATION and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of J. M. HUBER CORPORATION.

Before me,

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





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EASEMENT DEED

J. M. HUBER CORPORATION, a New Jersey corporation having a place of business in Old Town, Maine and a mailing address of 900 South Main Street, Old Town, Maine 04468 (the "Grantor") hereby grants to GREAT NORTHERN PAPER, INC. (a subsidiary of BOWATER INCORPORATED), a Delaware corporation having a place of business in Millinocket, Maine and a mailing address of 1024 Central Street, Millinocket, Maine 04462-2100 (the "Grantee"), a perpetual non-exclusive right of way for all purposes of ingress and egress within a one hundred foot (100') strip of land (the "Easement Strip") for the Golden Road Extension, so-called, and for an extension thereof in Millinocket, Maine, being more particularly described in Schedule A attached hereto and made a part hereof. The Easement Strip leads through a portion of Grantor's land in Millinocket (formerly Township 1 Range 7 WELS), Penobscot County, Maine, as described in a deed from Stinson to Grantor, dated March 22, 1984, and recorded in the Penobscot County Registry of Deeds in Book 3505, Page 354, through the area leased to Grantor in a Lease Agreement between Bangor and Aroostook Company and Grantor, dated June 16, 1997 (hereinafter referred to as the "BAR Lease"), through the easement strip described in an Easement Deed from Grantor to Barbara A. Cassidy et als., dated August 15, 1997, and recorded in said Registry of Deeds in Book 6475, Page 191, and through the easement strip described in an Easement Deed from Barbara A. Cassidy et als., to Grantor dated August 15, 1997, and recorded in said Registry of Deeds in Book 6475, Page 180 as amended by an Amendment to Easement Deed dated ~~1999~~ to be recorded in said Registry of Deeds (hereinafter referred to as the "Cassidy Easement").

CBW/K 3/2/97

The easements hereby granted are for the benefit of all lands now owned by Grantee; and all lands which may hereafter be acquired by Grantee, in the State of Maine (the "Benefitted Parcels")

The rights in the Easement Strip are hereby conveyed subject to the following terms and conditions

(1) Before any road is constructed within the Easement Strip, Grantor and Grantee must agree upon (i) which party will be responsible for obtaining any permits and applications required by law, and (ii) the contractor who shall construct the road. Grantor shall pay for the cost of the construction of the road. After the road has been constructed, Grantor and Grantee shall meet at the offices of the Grantor on the first business day of April of each year to discuss the maintenance which has been performed on the road over the past operating period (which shall be from April to April of each year) and to agree upon the following matters for the upcoming annual operating period:

(a) the maintenance which is necessary for the road and which party shall be responsible for performing the maintenance for the road; provided however, that the Grantor reserves the right, in its sole determination, to be the party responsible for performing such maintenance; and

(b) the estimated costs of such maintenance; and

BK 7007PG064

(c) a budget for paying for such maintenance costs, which budget shall allocate the estimated maintenance costs between Grantor and Grantee and other users of the road, if applicable, and set the dates upon which such allocated costs are to be paid by each party; provided however, that either party may elect to discontinue its use of the road for any annual operating period, and if such an election is made, the party making such election shall not have an obligation to pay for any maintenance costs for the operating period in question.

(2) Grantee's use of the road and any utility lines and any appurtenances thereto shall be at the sole risk of Grantee.

(3) Grantor reserves the right to connect to any utility lines installed by Grantee within the Easement Strip at Grantor's sole cost and expense. Grantor further reserves the right, in common with Grantee, subject to the rights of the grantors under the Cassidy Easement, to post the Easement Strip to avoid unauthorized use.

(4) Grantor shall retain title to all timber within the Easement Strip, and Grantee will not remove merchantable timber or other forest products severed from the Easement Strip without the prior written agreement of Grantor.

(5) Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all claims of whatever nature arising from any act, omission, or negligence of Grantee, or Grantee's invitees, lessees, contractors, licensees, agents, or employees, or arising from any accident, injury, or damage howsoever caused to any person or to the property of any person occurring on or about the Easement Strip, except that nothing mentioned herein shall excuse or exculpate Grantor or its invitees, lessees, contractors, licensees, agents, or employees from its negligence, and in such case the indemnification and hold harmless provided herein shall not apply, and Grantor shall hold Grantee harmless therefrom. In cases where the parties hereunder have agreed to indemnify and hold harmless one another for their own negligence or that of their invitees, lessees, contractors, licensees, agents, or employees, if both parties are at fault, the indemnification and hold harmless provisions herein contained shall be reduced equitably in accordance with Maine's law of comparative negligence in existence on April 16, 1999.

(6) All access and utility easements granted hereby shall be in common with the Grantor, its successors and assigns and others. Real estate taxes assessed against the Easement Strip shall remain the responsibility of the Grantor.

(7) Grantee, its successors and assigns, shall have the right to assign to its agents, invitees, contractors, and others, in whole or in part, any of the foregoing rights, privileges and easements for the benefit of the Benefitted Parcels or any portion thereof, provided however, that any assignment of rights shall be in writing and shall be subject to Grantor's approval, which shall not be unreasonably delayed or withheld, and provided further that any assignment of rights shall not extend to the general public.

BK 7007PG065

(8) The rights herein granted to Grantee, its successors and assigns, with respect to the portion of the Easement Strip situated within the areas covered by the BAR Lease and the Cassidy Easement shall be subject to all of the terms, covenants and conditions contained in the BAR Lease and the Cassidy Easement. Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all claims, losses, damages and expenses (including reasonable attorneys fees) of whatever nature arising from any breach by Grantee, or Grantee's invitees, lessees, contractors, licensees, agents, or employees, of any of the terms, covenants or conditions of the BAR Lease or the Cassidy Easement.

Grantee, for itself and its successors and assigns, hereby signifies its assent to the aforesaid conditions, covenants and agreements contained herein by joining in the execution of this Easement Deed.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Deed as of the 16 day of March, 1999.

WITNESS:

J.M. HUBER CORPORATION

[Signature]

By [Signature]  
Name: Garrett M. Collins  
Title: Vice President

WITNESS

GREAT NORTHERN PAPER, INC

[Signature]

By [Signature]  
Name: Marcia A. McKeague  
Title: Vice President

STATE OF MAINE  
County of Penobscot

March 16, 1999

Then personally appeared the above-named Garrett Collins, Vice President of J.M. HUBER CORPORATION and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of J.M. HUBER CORPORATION.

Before me,

[Signature]

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Bonnie S. Doron, Notary Public  
State of Maine  
My Commission Expires 3/23/2002



BK 7007PG066

STATE OF MAINE  
County of Penobscot

March 31 1999

Then personally appeared the above-named Marcia A. McKeague, Vice President of GREAT NORTHERN PAPER, INC. and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of GREAT NORTHERN PAPER, INC.

Before me,

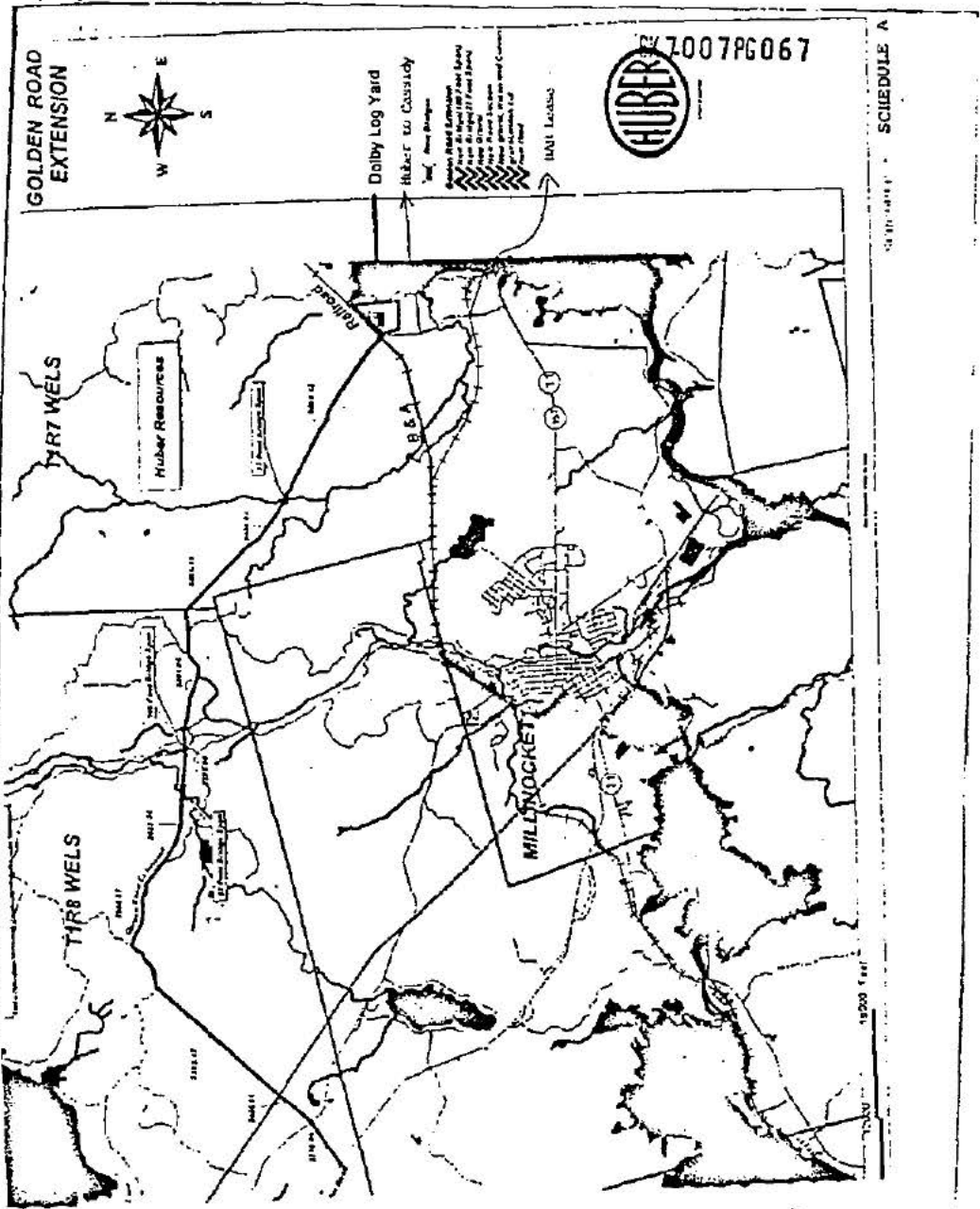
Sharon L. Doe  
Notary Public

Print Name. Sharon L. Doe  
My Commission Expires September 20, 2004

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SCHEDULE A

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*Juan F. Bulay*  
 REGISTER

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**EASEMENT DEED AND AMENDMENT**

This Easement Deed and Amendment is made as of the 28th day of February, 2000, by and among

**J.M. HUBER CORPORATION** a New Jersey corporation with a mailing address of 970 South Main Street, Old Town, Maine 04468, hereinafter sometimes referred to as "Huber";

and the following owners in common, hereinafter sometimes collectively referred to as "Cassidys":

**BARBARA A. CASSIDY**, of Bangor, Penobscot County, Maine;

**ROSELLE C. FLYNN**, also known as Roselle M. Flynn, of Kennebunkport, York County, Maine;

**CASSIDY TIMBERLANDS, LLC**, a Maine limited liability company, with a mailing address of c/o Pierce Atwood, One Monument Square, Portland, Maine 04101;

**CASSIDY LAND COMPANY**, a Maine corporation with a mailing address of c/o Roselle C. Johnson, RR 3, Box 1587, Kennebunkport, Maine 04046;

**FLEET BANK OF MAINE**, a corporation with a place of business in Portland, Cumberland County, Maine, and **RALPH I. LANCASTER, JR.**, of Falmouth, Cumberland County, Maine, as **Co-Trustees of the Residuary Trust established under Article Fifth of the Will of Joan Cassidy Stetson**;

**FLEET BANK OF MAINE**, a corporation with a place of business in Bangor, Penobscot County, Maine and **MARY JANE HELFRICH**, whose mailing address is c/o Prentiss & Carlisle Management Co., Inc., P.O. Box 637, Bangor, Maine 04402-0637, as **Co-Trustees Under Article Eighth of the Will of Jane M. Sullivan**;

**FLEET BANK OF MAINE**, a corporation with a place of business in Bangor, Penobscot county, Maine, and **MARY JANE HELFRICH**, whose mailing address is c/o Prentiss & Carlisle Management Co., Inc., P.O. Box 637, Bangor, Maine 04402-0637, as **Co-Trustees Under Article Ninth of the Will of Jane M. Sullivan**; and

**FLEET BANK OF MAINE**, a corporation with a place of business in Bangor, Penobscot County, Maine and **MARY JANE HELFRICH**, whose mailing address is c/o Prentiss & Carlisle Management Co., Inc., P.O. Box 637, Bangor, Maine 04402-0637, as **Co-Trustees f/b/o Mary Jane Helfrich under Indenture of Trust with Jane M. Sullivan dated December 20, 1978**.

{ Huber and Cassidys are sometimes also collectively referred to herein as the "Parties".

**BACKGROUND:**

Huber is the owner of a certain parcel of real estate in Millinocket (formerly Township 1, Range 7 W.E.L.S.), Penobscot County, Maine depicted in part on a March 1, 1999 plan entitled "Standard Boundary Survey of Lands of J.M. Huber Corporation, Dolby Pond; Millinocket, Penobscot County, Maine" by the Ames Corporation recorded in the Penobscot County Registry of Deeds in Plan Book 1999, Page 74 (the "Survey Plan"), which parcel is served by the Dolby Project Right of Way over land of Huber and Cassidy. The Dolby Project Right of Way is the 100' foot wide easement area running northerly from Route 11 over land of Cassidy, Bangor and Aroostook Railroad, and Huber as shown on the Survey Plan.

The Cassidys are the owners of certain adjacent real estate in Millinocket (formerly Township A, Range 7, W.E.L.S.), Penobscot County, Maine depicted in part on the Survey Plan, which is served by an easement over Huber land on the Dolby Project Right of Way.

Both Huber and Cassidy wish to expand the scope of their respective easements over the Dolby Project Right of Way to allow it to serve other lands owned by Cassidy and/or Huber (or owned by any of them in common with others), as the Project Right of Way is extended northerly to join a connector road constructed easterly from the Golden Road (the "Golden Road Extension").

Huber wishes to grant and assign to Cassidys, to be used in common with Huber and others entitled thereto, the easements (i) conveyed by Great Northern Paper, Inc. ("GNP") to Huber by Easement Deed dated March 16, 1999 and recorded in Penobscot County Registry of Deeds Book 7007, Page 59; and (ii) described in the easement deed of Huber to GNP dated March 16, 1999 and recorded in Book 7007, Page 63. Also, Huber desires to assign to Great Northern Paper, Inc. similar easement rights over the Dolby Project Right of Way on land of Cassidys, to allow GNP access through the Project Right of Way to the Golden Road Extension.

In addition to the Dolby Project Right of Way, several other roadways are located on the lands of the Parties depicted on the Survey Plan. The lands shown on the Survey Plan are subject to and benefited by various easements affecting these roadways, which were granted or reserved in prior deeds. Some of the prior deeds do not describe the location of the easements with the precision of current survey practice. Further, some access easements previously created have become obsolete, redundant, or disused over time.

It is the purpose of this Deed and Amendment (a) to amend the respective easements of the Parties over the Dolby Project Right of Way to accomplish the above-stated purposes; (b) to unburden the respective lands of the Parties from rights of way which are no longer necessary or of significant benefit; (c) to define and confirm the location of a right of way in favor of Cassidys which runs westerly from the Dolby Project Right of Way, which will continue benefit the aforesaid Millinocket land of Cassidys; and (d) to confirm the location of the Dolby Project Right of Way on land of Huber, since road construction is now complete, and some of the road as-built is located outside the bounds of the Right of Way as described in the August 15, 1997 deed of Huber to Cassidys recorded in Book 6475, Page 191.

**UNDERTAKINGS:**

**First - Amendments to Dolby Project Right of Way Easements.** The Parties obtained their respective easements over portions of the Dolby Project Right of Way by the following easement deeds:

(a) deed of the Cassidys to J. M. Huber Corporation dated August 15, 1997 and recorded in Book 6475, Page 180 of the Penobscot County Registry of Deeds ("the Huber Easement Deed"); and

(b) deed of Huber to the Cassidys dated August 15, 1997 and recorded in Book 6475, Page 191 ("the Cassidy Easement Deed").

1.1 The Parties agree to the following amendments to the Huber Easement Deed:

1.1.a. The first full sentence on Page 2 of the Huber Easement Deed which reads: "The easements hereby granted are for the benefit of all lands of Huber in Millinocket, Penobscot County, Maine (the "Benefitted Parcels"), whether now owned or hereafter acquired" is hereby deleted, and the following sentence is substituted in place thereof:

"The easements hereby granted are for the benefit of (i) all lands now owned by Huber, and all lands which may hereafter be acquired by Huber, in the State of Maine, and (ii) all lands now owned by GNP, and all lands which may hereafter be acquired by GNP, in the State of Maine (collectively, the "Benefitted Parcels"), and Huber is expressly granted the right to assign to GNP, in whole or in part, any of the rights, privileges and easements granted in the Huber Easement Deed, SUBJECT TO the conditions set forth in said Easement Deed."

1.1.b. The words "in Millinocket" are hereby deleted from the third line of the first paragraph on Page 4 of the Huber Easement Deed.

1.1.c. Except as set forth herein, all provisions of the Huber Easement Deed shall remain unchanged and in full force and effect, the Huber Easement Deed as hereby amended is ratified and confirmed, and the additional rights described in the amendments above are hereby granted by Cassidy to Huber.

1.2. The Parties agree to the following amendments to the Cassidy Easement Deed:

1.2.a. The first full paragraph on Page 2 of the Cassidy Easement Deed which reads "The easements hereby granted are for the benefit of all lands of Grantees in Millinocket, Penobscot County, Maine (the "Benefitted Parcels") whether now owned or hereafter acquired" is hereby deleted, and the following sentence is substituted in place thereof:

"The easements hereby granted are for the benefit of all lands now owned in common by the Grantees, or any combination of one or more

of the Grantees and others, and all lands which may be acquired by one or more of the Grantees and others (whether or not in common with others) in the State of Maine (collectively "the Benefitted Parcels").

1.2.b. The words "in Millinocket" are deleted from the third full paragraph on Page 3 of the Easement Deed recorded at Book 6475, Page 191.

1.2.c. Schedule "A" to the Cassidy easement deed is amended to read as follows:

A certain 100 foot wide Right of Way leading northerly from the southerly line of land now or formerly of J. M. Huber Corporation to the southeasterly line of the Bangor and Aroostook Railroad Right of Way from Millinocket to Grindstone, the centerline of said 100 foot wide Right of Way is described as follows:

BEGINNING at a point on the southerly line of land now or formerly of J. M. Huber Corporation, described in a deed dated March 22, 1984 and recorded in Book 3505, Page 354 of the Penobscot County Registry of Deeds, said point being located N 05° 16' 10" E, a distance of two thousand, six hundred and eighty-eight and eight tenths (2688.8) feet from a stone highway monument found at highway station 126+60, fifty (50) feet northerly of the baseline, as shown on "Maine State Highway Commission Right of Way Map of State Highway "315", TWP A, Range 7, Federal Aid Secondary Project S-0315(2)", Sheet 1 of 9, dated November 1954, recorded in Plan Volume 22, Page 54 of the Penobscot County Registry of Deeds, said point also located S 89° 53' 00" E, a distance of fifty and three tenths (50.3) feet from a 5/8" iron rebar set marking the southerly line of said J. M. Huber Corporation and the westerly sideline of a 100 foot wide Right of Way as shown on a plan entitled "Standard Boundary Survey of Lands of J. M. Huber Corporation, Dalby Pond, Millinocket-Penobscot County-Maine, February 18, 1999, Scale: 1"=400' " prepared by the Ames Corporation, Bangor, Maine;

THENCE, along or near an existing paved roadway, northerly along a curve to the left, said curve having a radius of two hundred and fifty-seven and thirty-two hundredths (257.32) feet, an arc distance of eighty-nine and fifty-eight hundredths (89.58) feet, a chord bearing of N 04° 07' 15" W, and a chord distance of eighty-nine and thirteen hundredths (89.13) feet to a point of tangency;

THENCE, N 14° 05' 40" W, along or near the centerline of said roadway, a distance of eight hundred and five and twenty-seven hundredths (805.27) feet to a point of curvature;

THENCE, along or near the centerline of said roadway, northwesterly along a curve to the left, said curve having a radius

of eight hundred and zero hundredths (800.00) feet, an arc distance of two hundred and thirty-three and ninety-one hundredths (233.91) feet to a point of tangency;

THENCE, N 30° 50' 50" W, along or near the centerline of said roadway, a distance of three hundred and ninety-seven and forty-six hundredths (397.46) feet to a point of curvature;

THENCE, along or near the centerline of said roadway, northerly along a curve to the right, said curve having a radius of one thousand, two hundred and zero hundredths (1200.00) feet, an arc distance of four hundred and forty-five and twenty-six hundredths (445.26) feet to a point of tangency;

THENCE, N 09° 35' 15" W, along or near the centerline of said roadway, a distance of one thousand, nine hundred and eighty-one and one hundredth (1981.01) feet to a point of curvature;

THENCE, along or near the centerline of said roadway, northwesterly along a curve to the left, said curve having a radius of seven hundred and zero hundredths (700.00) feet, an arc distance of three hundred and forty-two and twenty-six (342.26) feet to a point of tangency;

THENCE, N 37° 36' 10" W, continuing along or near the centerline of said roadway, a distance of fifty-five and fifty hundredths (55.50) feet to the southeasterly line of the Bangor & Aroostook Railroad Right of Way leading from Millinocket northeasterly to Grindstone. Said point located N 44° 59' 05" E, a distance of fifty and four tenths (50.4) feet from a 5/8" iron rebar set marking the westerly sideline of the above described 100 foot wide Right of Way and the southeasterly sideline of said Bangor & Aroostook Railroad Right of Way.

Directions are based on Grid North, determined for this survey by location of control points shown on a plan entitled "Topographic Plan of a Site South of Bangor & Aroostook Railroad in Grindstone, Maine for Huber Corporation", dated November, 1994, prepared by James W. Sewall Company of Old Town, Maine.

The above description, prepared by the Ames Corporation, is based on a plan entitled "Standard Boundary Survey of Lands of J. M. Huber Corporation, Dolby Pond, Millinocket-Penobscot County-Maine, March 1, 1999, Scale: 1"=400'", and a subdivision plan prepared for J. M. Huber Corporation by said Ames Corporation dated October 5, 1999.

This purpose of this description is to relocate a 100 foot wide Right of Way from J. M. Huber Corporation to Cassidy Heirs, dated August 28, 1997 and described in Book 6475, Page 191 at the Penobscot County Registry of Deeds.



1.2.d. Except as set forth herein, all provisions of the Cassidy Easement Deed shall remain unchanged and in full force and effect, the Cassidy Easement Deed as hereby amended is ratified and confirmed, and the additional rights described in the amendments above are hereby granted by Huber to Cassidy.

**Second - Confirmation of Remaining Cassidy Right of Way.**

The parties hereby agree that the Cassidys shall have a right of way running westerly from the Dolby Project Right of Way to the easterly terminus of a sixty-six (66) foot wide right of way reserved by Barbara A. Cassidy, et al. in the deed to Edythe Rice Dyer dated October 1, 1981 and recorded in Book 3245, Page 179 as a right of way serving other lands of Cassidy, or any combination of the above-listed Cassidy owners and others, which is hereby located within the bounds of Roadway "D" on the Survey Plan. The most easterly point of Roadway "D" at its intersection with the westerly line of the Dolby Project Right of Way described in the aforesaid deed of J. M. Huber Corporation to Cassidy heirs recorded in Book 6475, Page 191 is located northerly of the intersection of Roadway "C" and the Project Right of Way as shown on the Survey Plan.

**Third - Release of Easements by Cassidy.** The Cassidys hereby release all right, title and interest in the areas on the Huber land depicted on the Survey Plan as follows:

- a) Roadway "C" shown on the Survey Plan which runs westerly from a location west of the mouth of Schoodic Stream, to the easterly sideline of the Dolby Project Right of Way; and recommences on the westerly sideline of the Dolby Project Right of Way running westerly approximately two hundred (200) feet to the southerly sideline of Roadway "D".
- b) Roadway "A" depicted on the Survey Plan, which begins at the former boundary between Township 1, Range 7 and Township A, Range 7 and runs northwesterly to the easterly sideline of the Dolby Project Right of Way as depicted on the Survey Plan;
- c) Roadway "B", also beginning at the south line of the Huber parcel shown on the Survey Plan at the boundary line of said townships, running northerly and northwesterly near Dolby Pond to a point near the southerly side of Schoodic Stream as depicted on the Survey Plan.

Meaning and intending to release the easements granted in deed of Edythe Rice Dyer to Barbara A. Cassidy, et al. dated October 1, 1981 and recorded in Book 3245, Page 187 of the Penobscot County Registry of Deeds;

**Fourth-Release of Easements by Huber**

Huber hereby releases to Cassidy, all right, title and interest in Roadway "E" depicted on the Survey Plan which runs from the north side of Route 11 to the boundary between Township 1, Range 7, W.E.L.S., and Township A, Range 7, W.E.L.S.

Meaning and intending to release the second right of way and easement granted in deed of Stetson to Huber dated March 22, 1984 and recorded in Book 3505, Page 354 of the Penobscot County Registry of Deeds, said second right of way appearing on Page 359 in said Book 3505.

Except as expressly granted or reserved in the Huber Easement Deed and the Cassidy Easement Deed as amended by this Deed and Amendment, neither Party shall retain rights and easements in and to roads currently located on the land of the other party depicted on the Survey Plan, nor shall any rights or easements be implied hereby or by virtue of matters shown on the Survey Plan.

**Fifth-Assignment of GNP Easements by Huber**

Huber hereby assigns and grants to Cassidy for the benefit of all lands now owned in common by Barbara A. Cassidy and those other certain grantors (the "Cassidy Owners") in the easement deed from Barbara A. Cassidy, et als. to Huber dated August 15, 1997 and recorded in Book 6475, page 180, and all lands which may hereafter be acquired in common by the Cassidy Owners in the State of Maine, a perpetual non-exclusive right of way for all purposes of ingress and egress within a one hundred foot (100') strip of land for the Golden Road Extension through lands of Huber in Township 1 Range 7 WELS, and GNP in Township 1 Range 8 WELS, Penobscot County, Maine as described in two easement deeds of Huber (Book 7007, Page 63) and GNP (Book 7007, Page 59) ("the Huber/GNP Easement Deeds"). This assignment is subject to the reserved rights of Huber and Great Northern Paper, Inc. set forth in the Huber/GNP Easement Deeds, and further subject, as of the date of delivery of this deed, to the terms and conditions set forth in the Huber/GNP Easement Deeds as if Cassidy were an original grantee in said deeds, PROVIDED, however, that Cassidy shall not be responsible for permitting and initial road construction as described in the first sentence of paragraph numbered 1 in each of the Huber/GNP Easement Deeds.

The rights and easements granted by this deed shall not extend to the general public.

This Easement Deed and Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, **J.M. HUBER, INC.** has caused this instrument to be signed in its corporate name as an instrument under seal by Gerard M. Collins, its Vice President hereunto duly authorized, and **CASSIDYS** have hereunto set their hands and seals all as of the 28th day of February, 2000.



WITNESS:

J.M. HUBER CORPORATION

By: \_\_\_\_\_

Name: *Gerard M Collins*  
Capacity: *VP*

2/3/2000

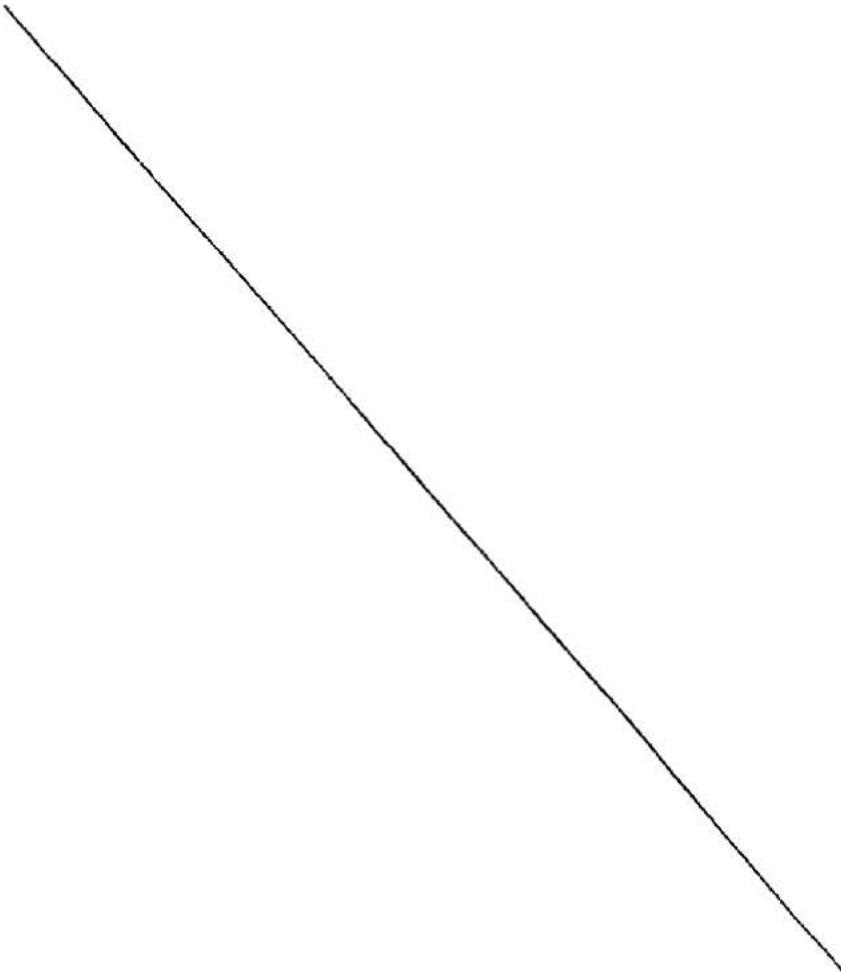
Roselle Cassidy Flynn  
Roselle C. Flynn

*[A large diagonal line is drawn across the page, likely indicating a void or cancellation.]*

Laurie A. Wight

CASSIDY TIMBERLANDS, LLC

By: [Signature]  
Name: Edward P. Skellus  
Capacity: Manager



BK07300 Pg247 4865

City: Fuller Equipment Dept  
44410

CASSIDY LAND COMPANY

By: Russell Johnson  
Name: Russell F. Johnson  
Capacity: President

[Signature]  
John S. Johnson

FLEET BANK OF MAINE, in its capacity as Co-Trustee under Article Fifth of the Will of Joan Cassidy Stetson

By: [Signature]  
Name: S.W. PATRICK VP  
Capacity: Co-Trustee

[Signature]  
Ralph J. Lancaster, Jr., in his capacity as Co-Trustee under Article Fifth of the Will of Joan Cassidy Stetson

[Signature]  
[Signature]

FLEET BANK OF MAINE, in its capacity as Co-Trustee under Article Eighth of the Will of Jane M) Sullivan

By: [Signature]  
Name: S.W. PATRICK VP  
Capacity: Co-Trustee

[Signature]  
Mary Jane Helfrich, in her capacity as Co-Trustee under Article Eighth of the Will of Jane M. Sullivan

[Signature]  
[Signature]

FLEET BANK OF MAINE, in its capacity as Co-Trustee under Article Ninth of the Will of Jane M. Sullivan

By: [Signature]  
Name: S.W. Patrick V.P.  
Capacity:

[Signature]  
Mary Jane Helfrich, in her capacity as Co-Trustee under Article Ninth of the Will of Jane M. Sullivan

[Signature]  
[Signature]

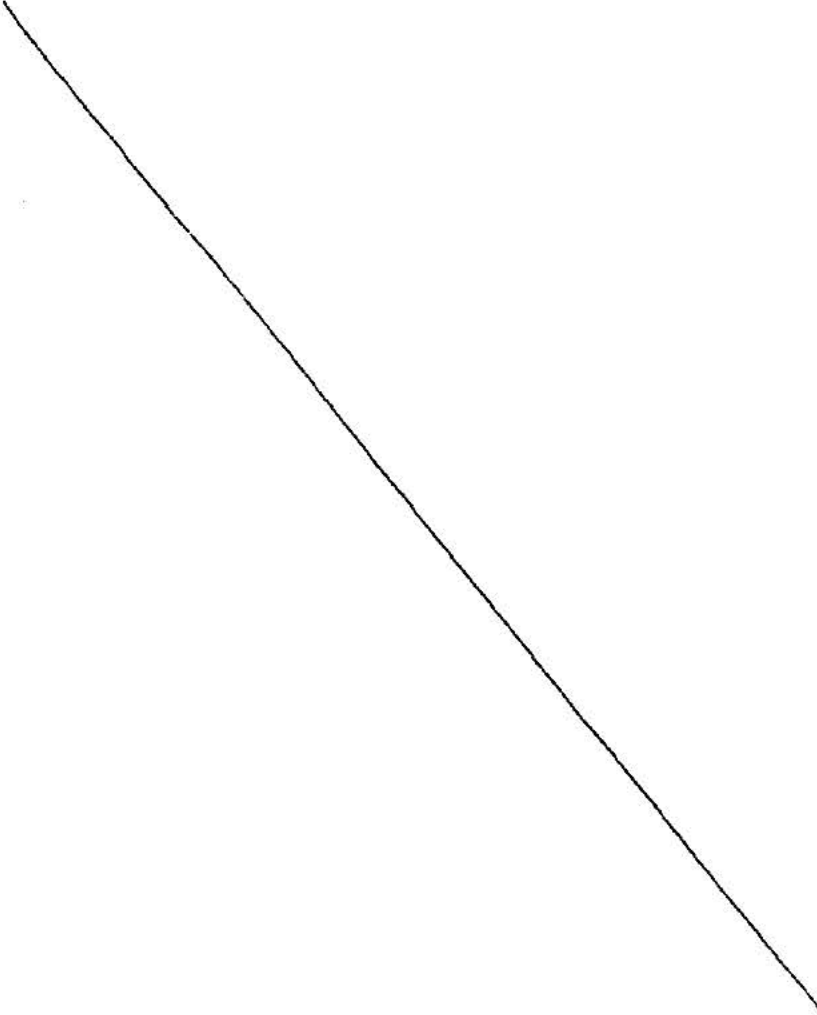
FLEET BANK OF MAINE, in its capacity as Co-Trustee f/b/o Mary Jane Helfrich under indenture of Trust with Jane M. Sullivan dated December 20, 1978

By: [Signature]  
Name: S.W. PATRICK V.P.  
Capacity:

[Signature]  
Mary Jane Helfrich, in her capacity as Co-Trustee f/b/o Mary Jane Helfrich under indenture of Trust with Jane M. Sullivan dated December 20, 1978

*Barbara A. Cassidy*

*Barbara A. Cassidy*  
Barbara A. Cassidy



STATE OF Maine  
County of Penobscot

December 28, 1999

Then personally appeared the above-named Gerard M. Collins, in his aforesaid capacity as officer of J.M. Huber Corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Bonnie S. Dolron

Name:

Bonnie S. Dolron, Notary Public  
State of Maine  
My Commission Expires 3/23/2002

Notary Public/Maine  
Attorney-at-Law



STATE OF MAINE

ss

\_\_\_\_\_, 1999

Then personally appeared the above-named \_\_\_\_\_, in his capacity as President of Cassidy Land Company and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Cassidy Land Company.

Before me,

Name:

Notary Public/Maine  
Attorney-at-Law

29454/31.125  
84410-1

STATE OF \_\_\_\_\_, 1999  
County of \_\_\_\_\_

Then personally appeared the above-named \_\_\_\_\_, in his  
aforesaid capacity as officer of J.M. Huber Corporation and acknowledged the  
foregoing instrument to be his free act and deed in his said capacity and the free act  
and deed of said corporation.

Before me,

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public/Maine  
Attorney-at-Law

STATE OF MAINE  
York, ss

February 6, 1999-2000

Then personally appeared the above-named Roselle F. Jones in his capacity as  
President of Cassidy Land Company and acknowledged the foregoing instrument to be  
his free act and deed in said capacity, and the free act and deed of Cassidy Land  
Company.

Before me,

Robert B Wood  
Name: Robert B Woodman  
Notary Public/Maine  
Attorney-at-Law

29454/31325  
84410-1

PENOBSCOT COUNTY, MAINE

Susan F. Buley  
Register of Deeds



## CROSSING RIGHTS AGREEMENT

This Crossing Rights Agreement is effective as of November 1, 2003 and is entered into by and between J.M. Huber Corporation, a NEW JERSEY corporation, with a mailing address of 970 S. Main Street, P.O. Box 554, Old Town, Maine 04468 ("Huber") and Aroostook Timberlands, LLC, a Maine limited liability company with a mailing address of P. O. Box 170, Ashland, Maine, 04732 ("Aroostook"). By their acceptance of this Agreement, Huber and Aroostook each agree, for themselves, and their successors and assigns, that their entry on land of the other specified herein (the "Property"), and use of the Crossing Rights (as defined herein), shall be subject to the conditions set forth herein.

For purposes of this Agreement, except as may otherwise be hereinafter provided, the term Landowner or Landowners, Grantee or Grantees shall include Huber and Aroostook and their respective successors and assigns who may own all or any portion of the land burdened or benefited by the rights herein granted and reserved. As used herein, "Grantee" refers to the applicable holder of easements granted hereunder; and "Landowner" intends, as applicable to Huber or Aroostook, the owner of land burdened by the applicable easements hereby granted. It is the intention of the parties that the rights granted hereunder shall be perpetual appurtenant easements exercisable by the parties respective, as applicable, and their , officers, directors, managers, trustees, employees, agents, insurers, land managers, contractors, subcontractors, and independent contractors holding permits or contracts from the Grantee to haul and/or cut wood on the Grantee's Property.

Huber and Aroostook each grant to the other the following described easement and rights of way (the "Crossing Rights"):

1. Grant of Easement and Crossing Rights. Huber hereby grants the Crossing Rights to Aroostook on land of Huber in Township 1, Range 7; and Township 2, Range 7 from Dolby, Maine to the Whetstone Mountain area of Aroostook's land in Township 2, Range 8 (this access is over approximately 13 miles of Huber land). Aroostook hereby grants the Crossing Rights to Huber on land of Aroostook in Township 6, Range 6; Township 7, Range 6; Township 7, Range 5 (from Huber lands west of the towns and the southeast corner of Township 6, Range 6 to Route #11; this access is over approximately 15 miles of Aroostook land); Township 2, Range 8; and Township 3, Range 8 (to the 450 acre lot on Katahdin Lake in Township 3, Range 8) collectively hereinafter referred to as the "Property". The term "Crossing Rights" hereunder shall mean the non-exclusive right to cross and re-cross for all purposes of ingress and egress, with personnel and equipment, the major land management or arterial roads (the "Roads") as they are shown on Schedule B-1 for Huber and on Schedule B-2 for Aroostook upon the conditions set forth below.
2. Exercise. The exercise of the Crossing Rights shall be limited to the Roads on the Property as said Roads may exist now or in the future be constructed or relocated. The Crossing Rights are to be used in common with the Landowner and any other party to whom the Landowner has granted or may grant the right to use the Roads. The Landowner makes no warranty of title.
3. Limited Purposes, Use.

a. The Crossing Rights are limited to the sole purpose of commercial land management, timber harvesting, and transportation of forest and mineral products from the benefited lands. The grant of Crossing Rights is expressly limited to the purposes defined herein and will not be construed to grant any other rights of any kind. Without limiting the generality of the foregoing, the grant of Crossing Rights is expressly limited to the purposes defined herein and will not be construed to grant any other rights of any kind, including but not limited to, any rights of ingress or egress for access to seasonal, temporary, or permanent residences, recreational use, installation of utilities, or for the purpose of lessee or public access over the Property. Use of the defined roads for all other purposes must be addressed by other agreements or arrangements between the Landowners and their permitted successors and assigns. The Crossing Rights are limited to Landowners and their permitted successors and assigns. Except as provided herein the Crossing rights may not be assigned to any individual or entity not having ownership on the Benefited Lands identified in Schedule B-1 and B-2, and no Road may be dedicated for public use with the consent, in each instance of the Landowner.

b. The Crossing Rights shall be utilized in a manner which does not unreasonably interfere with the Landowner's or any other person's or entity's lawful use of the Property. Grantees' use of the Easement shall at all times be conducted so as not to materially interfere with the ordinary conduct of the operation, management, regeneration and harvesting of forestlands and other resources on lands of the Landowner.

c. Huber and Aroostook each agree that the exercise of their respective Crossing Rights shall be subject to the respective Landowner's then prevailing road usage rules and regulations, including without limitation, speed limits, weight limits, fire protection, road conditions such as mud season or other periods of bad weather, safety and use by other parties and limitations or prohibitions on certain types of vehicles such as ATV's or snowmobiles. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes. Each Landowner shall make reasonable efforts to provide notice of their rules and regulations to the Grantee. Grantees shall not be required to observe an amendment to a rule or regulation until ten (10) days after notice from the Landowner that a rule or regulation has been amended.

d. Nothing herein shall restrict the Landowner's right to improve or relocate the roads or portions thereof subject to the Crossing Rights, provided that the Crossing Rights shall apply to any and all roads or portions thereof as they may from time to time be relocated.

#### 4. Easement.

a. The Crossing Rights are appurtenant to the following Benefited Land of the respective Grantees. 1) as to Aroostook: All lands in Township 2 Range 8 WELS; Township 3 Range 8 WELS; Township 4 Range 8 WELS and Township 5 Range 8 WELS, Penobscot County, Maine. 2) as to Huber: All lands in Township 3 Range 8 WELS; Township 7 Range 8 WELS; Township 6 Range 8 WELS; Township 8 Range 7 WELS; Township 7 Range 7 WELS; Township 6 Range 7 WELS; Township 5 Range 7 WELS; Township 6 Range 6 WELS; Penobscot County, Township 7 Range 10 WELS; Township 7 Range 9, Piscataquis County, and Webbertown Township in Aroostook County.

b. The Crossing Rights granted hereby shall be deemed to burden the Property and shall not terminate upon a sale or conveyance of the Property or a portion thereof to another person or entity. Any transfer of the Property, or portion thereof, shall be made expressly subject to the terms of this Crossing Rights Agreement, but the Property shall remain burdened by the Crossing Rights even in the absence of such express reference.

c. The Crossing Rights are not transferable except as specifically set forth herein.

5. Assignment/Sale of Property. The Crossing Rights may not be sold, set off, assigned, or otherwise conveyed except as follows:

a. To a third party purchaser of all or a portion of a Grantee's Benefitted land.

b. To a third party who acquires by purchase or exchange an in common and undivided interest in all or a portion of a Grantee's Benefitted land.

c. To a mortgagee of all or a portion of a Grantee's Benefitted land, or an in common and undivided interest in Grantee's Benefitted land.

6. Maintenance.

a. The Landowner and Grantee, and their successors and assigns, agree to share the costs of maintenance and repair proportional to their respective activity on the Roads. The responsibility for the maintenance and improvement of the Roads and bridges associated with the Roads is the responsibility of each respective Landowner or Grantee if mutually agreed, recognizing that the Landowner or Grantee as the case may be, may delegate that responsibility to a land management company, a road association or similar organization formed for that purpose.

b. Road use fees to recover maintenance costs, may be assessed by the party conducting road maintenance activities in accordance with the normal and customary practice in the timber harvesting industry in the State of Maine. Each Grantee is directly responsible to the Landowner charging user fees for the payment thereof in proportion to their actual use of the roads.

c. The terms "maintenance and improvement" shall mean, only normal repair, maintenance and improvement including, without limitation, grading, ditching, filling, surfacing or resurfacing (excluding paving), replacement or repairs to decking or deck surface, replacement of wheel treads and railings, plowing, sanding, ice removal, refuse and debris removal, and such other activities as the respective Landowner in the Landowner's sole judgment determines is necessary or desirable. The parties agree the roads shall be maintained in a condition providing satisfactory transportation in accordance with then current timber industry standards in Maine for the permitted uses and in compliance with all applicable laws and regulations so that they may be used and enjoyed by all parties entitled to use the roads. The Landowners undertake no obligation to expand, improve, or change the Roads and specifically undertake no liability with respect to the adequacy or usage of the Roads.

d. If the exercise of the Crossing Rights by a Grantee on the Roads, or any portion thereof, on a Landowner's Property results in damages thereto (except for normal wear and tear)

arising from accidents, negligence, or use in a manner not consistent with use by a reasonably prudent long-term operator, the Grantee responsible for the damage shall be solely responsible for the costs of repairing such damage as it may cause.

7. Limitation of Liability. A Grantee's exercise of the Crossing Rights shall be at the sole risk of such Grantee. Such Grantee agrees that the Landowner shall not be liable to Grantee for any claims arising from use of the Crossing Rights by the Grantee, including but not limited to claims for personal injury, death, damage to property or loss of business, except to the extent such damage is caused by gross negligence or the willful misconduct of the Landowner. Each Grantee agrees to hold harmless the respective Landowner from (a) any claims and costs and expenses (including reasonable attorneys' fees) arising from use of the Crossing Rights by the Grantee, except to the extent caused by the wanton and willful misconduct of the Landowner, and (b) any costs and expenses (including reasonable attorneys' fees) incurred by the Landowner in connection with curing any default of the Grantee hereunder or enforcing the Landowner's rights under this Agreement.

8. Indemnification. The Landowner and Grantee shall indemnify and hold each other harmless from any and all claims, actions, injuries, losses, damages, costs, fines, penalties and settlements, including without limitation, attorneys' fees and the costs of investigation, response, and remediation (hereinafter "Claims"), arising from or in any manner related to the respective activities on the Road by each party.

9. Compliance. Huber and Aroostook each agree and covenant that they shall comply with all statutes, rules and regulations, including, but not limited to, fire laws and land use regulations, and shall obtain all required permits, licenses and approvals required by the governmental agencies of the federal government, State, county or township prior to the commencement of the exercise of any aspect of the Crossing Rights which require such permits, licenses, and approvals.

10. Binding. All of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Huber and Aroostook and their respective successors and assigns.

11. Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Maine.

12. Counterparts. This Agreement may be executed in one or more counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts, together, shall constitute one and the same instrument.

In witness whereof the parties hereto have signed and sealed this instrument as of the date beneath their respective signatures.

WITNESSETH:

J.M. HUBER CORPORATION

\_\_\_\_\_

By: [Signature]  
Print Name: Peter Triandafillos  
Its: VP & d. leads  
Nov 3, 2003

AROOSTOOK TIMBERLANDS, LLC

[Signature]

By: [Signature]  
Print Name: James D. Irving  
Its: President  
Nov 8, 2003

[Signature]

By: [Signature]  
Print Name: W.D. Jamieson  
Its: Secretary  
Nov 6, 2003

STATE OF MAINE  
COUNTY OF Penobscot

November 3, 2003

Then personally appeared the above-named Peter H. Triandafillos and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said J.M. Huber Corporation.

Before me,

[Signature]  
Name: \_\_\_\_\_  
Notary Public/Attorney-at-law

Bonnie S. Dairon, Notary Public  
State of Maine  
My Commission Expires 2/23/2009

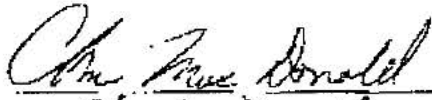


PROVINCE OF NEW BRUNSWICK  
COUNTY OF SAINT JOHN, ss.

November 6, 2003

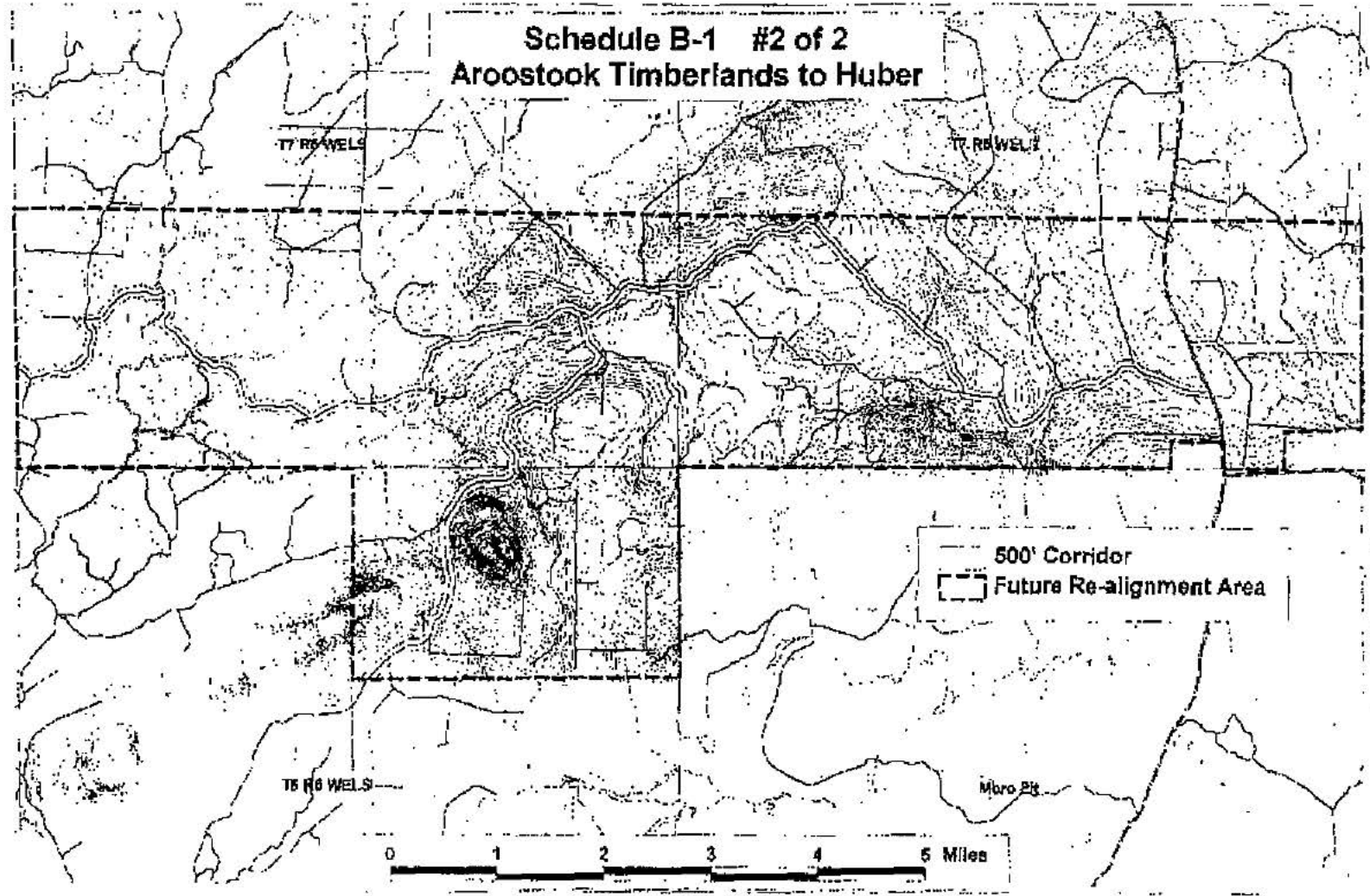
Then personally appeared the above-named James D. Irving and  
W. D. James and acknowledged the foregoing instrument to be their free  
act and deed in said capacity and the free act and deed of said Aroostook Timberlands, I.L.C.

Before me,

  
Name: Chris Mac Donald  
Notary Public/Attorney-at-law

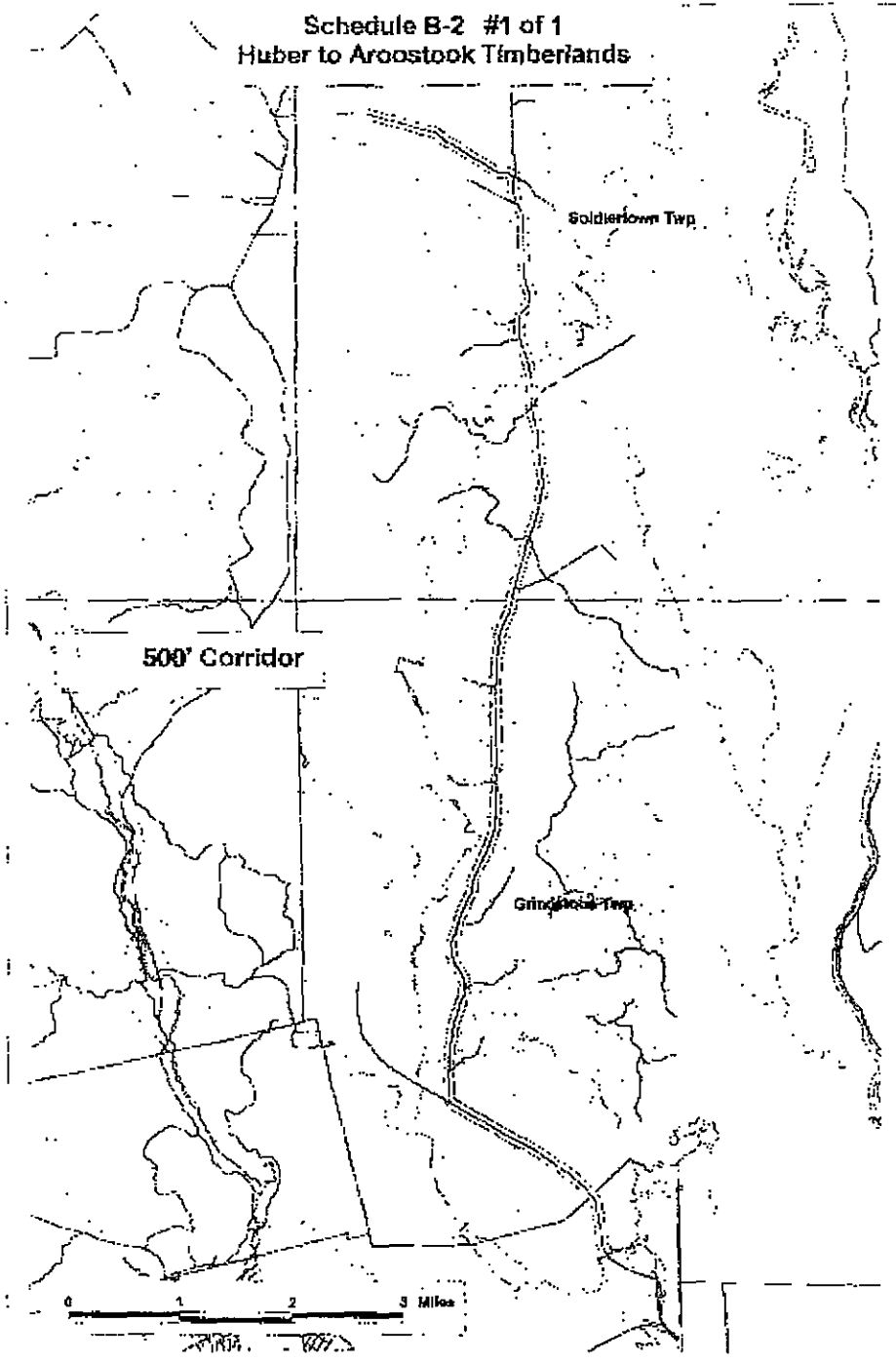


Bk 9073 P-282 649520





Schedule B-2 #1 of 1  
Huber to Aroostook Timberlands



PENOBSCOT COUNTY, MAINE

*Susan F. Belong*  
Register of Deeds

**From:** [lucas.st.clair](mailto:lucas.st.clair)  
**To:** [Molly.Ross](mailto:Molly.Ross)  
**Subject:** Fwd: ROW  
**Date:** Sunday, August 09, 2015 6:05:39 AM  
**Attachments:** [DOC009.PDF](#)

---

Here is the first of a few ROW's emails.

Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)

Begin forwarded message:

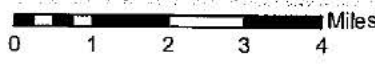
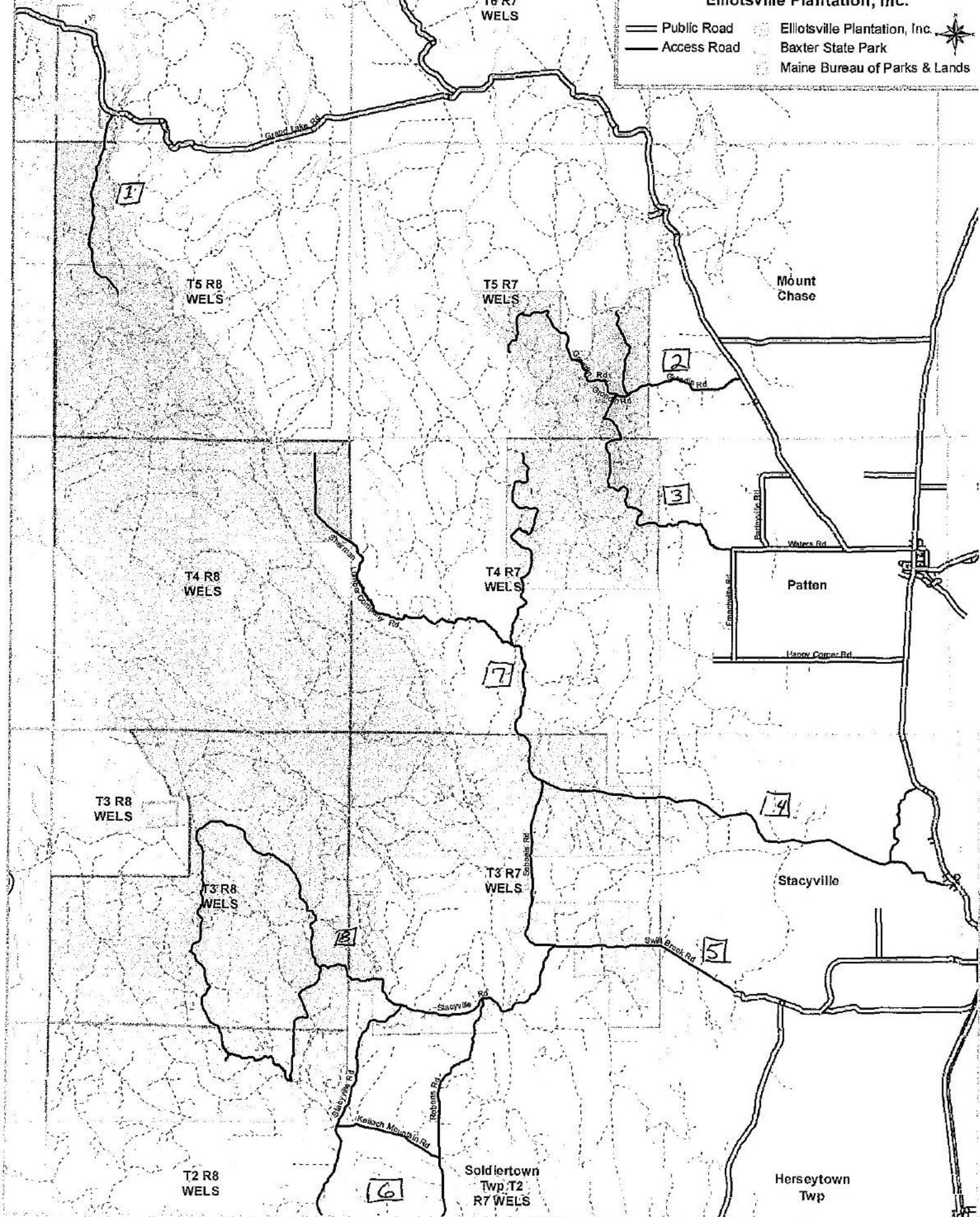
**From:** Howard Lake <[HLake@lakedenison.com](mailto:HLake@lakedenison.com)>  
**Subject:** ROW  
**Date:** January 21, 2015 at 3:54:08 PM EST  
**To:** 'lucas.st.clair' <(b) (6) [gmail.com](mailto:)>

Here is the map key to the various roads referenced in my memo.

R. Howard Lake  
Lake & Denison, LLP  
258 Main Street  
P.O. Box 67  
Winthrop, ME 04364  
(207)377-6953 phone  
(207)377-5114 fax  
[hlake@lakedenison.com](mailto:hlake@lakedenison.com)  
[www.lakedenison.com](http://www.lakedenison.com)

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-  Public Road
-  Access Road
-  Elliotsville Plantation, Inc.
-  Baxter State Park
-  Maine Bureau of Parks & Lands



**From:** [lucas.st.clair](mailto:lucas.st.clair)  
**To:** [Molly.Ross](mailto:Molly.Ross)  
**Subject:** Fwd: Rights of way  
**Date:** Sunday, August 09, 2015 6:12:09 AM  
**Attachments:** [Memo re status of East Branch Rights of way.pdf](#)  
[EPI B4479 P288.PDF](#)  
[EPI B9073 P284.PDF](#)  
[EPI B10755 P64.PDF](#)  
[EPI B11031 P278.PDF](#)  
[EPI B7568 P164.PDF](#)  
[EPI B11031 P 248.PDF](#)

---

Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)

Begin forwarded message:

**From:** Lucasstclair <(b) (6) [gmail.com](mailto:(b) (6)@gmail.com)>  
**Subject:** Fwd: Rights of way  
**Date:** January 21, 2015 at 3:26:27 PM EST  
**To:** Cathy Johnson <[cjohnson@nrcm.org](mailto:cjohnson@nrcm.org)>

Lucas

Please excuse the brevity and misused and misspelled words. I am typing with my thumbs

Begin forwarded message:

**From:** Howard Lake <[HLake@lakedenison.com](mailto:HLake@lakedenison.com)>  
**Date:** January 21, 2015 at 3:20:48 PM EST  
**To:** 'lucas.st.clair' <(b) (6) [gmail.com](mailto:(b) (6)@gmail.com)>  
**Subject:** RE: Rights of way

Lucas here is my report with deed copies attached. File names refer to Book and page as cited in my memo. It may take a few emails to get the large files through.

Perhaps a meeting with you, me and Sewall folks would be useful.

Howard

R. Howard Lake  
Lake & Denison, LLP  
258 Main Street  
P.O. Box 67  
Winthrop, ME 04364  
(207)377-6953 phone  
(207)377-5114 fax  
[hlake@lakedenison.com](mailto:hlake@lakedenison.com)  
[www.lakedenison.com](http://www.lakedenison.com)

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## QUITCLAIM DEED WITH COVENANT

**East Branch Land Company**, a Maine corporation with a place of business in Farmington, Maine, for consideration paid, grants to **Lakeville Shores, Inc.** a Maine corporation with a place of business in Wino, Maine, with quitclaim covenant, an in common and undivided two-thirds (2/3) interest to certain lots or parcels of land, together with all buildings and improvements now or hereafter located thereon, situated in Township 3, Range 7 WELS and in the Town of Stacyville, County of Penobscot and the State of Maine, bounded and described as follows:

Parcel 1 (Easterly portion of Township 3, Range 7 WELS)

Beginning at a found wooden post at the southeast corner of Township 3, Range 7 WELS and the southwest corner of The Town of Stacyville, said post being the most southeasterly corner of the lot herein described, said post being located using a Magellan ProMark XCP GPS receiver using techniques intended to obtain sub-meter results and being at  $45^{\circ} 51' 20.33''$  N Latitude and  $68^{\circ} 32' 30.70''$  W Longitude;

Thence generally northerly along the easterly line of said Township 3, Range 7 WELS a distance of fourteen thousand thirty-seven ( $14,037^{\pm}$ ) feet more or less to a set wooden post on said east line of Township 3, Range 7 WELS and at the southeasterly corner of land now owned by Baskahegan Land Company;

Thence generally westerly along the generally southerly line of land now owned by Baskahegan Land Company and along an existing blazed line a distance of fourteen thousand seventy-three ( $14,073^{\pm}$ ) feet more or less to a point in the center of the existing gravel road that leads north and south along the east side of the East Branch of the Penobscot River also known as the Seboeis Road;

Thence generally southerly and easterly along the center of the Seboeis Road a distance of seven thousand five hundred thirty ( $7,530^{\pm}$ ) feet more or less to the intersection of said Seboeis Road with the Old Matagamon Tote Road;

Thence generally easterly along the center of said Old Matagamon Tote Road a distance of two thousand two hundred fifty ( $2,250^{\pm}$ ) feet more or less to a point in the center of said Old Matagamon Tote Road that is  $N 22^{\circ} 00' E$  from a set cedar post on the southerly side of said Old Matagamon Tote Road;

Thence at an observed bearing of  $S 22^{\circ} 00' W$  a distance of thirty-three ( $33^{\pm}$ ) feet more or less to the last mentioned set cedar post on the southerly sideline of said Old Matagamon Tote Road right of way;

Thence continuing at S 22° 00' W along a blazed line painted blue established in the year 2000 a distance of three thousand four hundred thirty-five (3435±) feet more or less to a set cedar post on the northerly line of land now owned by J. M. Huber Corp.;

Thence generally easterly along the land of said Huber and an existing blazed line a distance of four thousand two hundred twenty-nine (4229±) feet more or less to a set cedar post at the northeasterly corner of said Huber;

Thence southerly along the land of said Huber and an existing blazed line a distance of five thousand five hundred seventy (5570±) feet more or less to an existing wooden post at the southeasterly corner of said Huber and on the northerly town line of Soldiertown Township (Township 2, Range 7 WELS);

Thence easterly along said northerly town line of Soldiertown Township and an existing blazed line a distance of five thousand two hundred forty (5240±) feet more or less to the point of beginning.

The above-described lot contains three thousand seventy-three (3073) acres more or less.

Excepting and Reserving those premises described in a deed from Francis Cummings and Donald Piktialis to Francis Cummings, Donald Piktialis and William F. Perron in a deed dated January 6, 1994 and recorded in the Penobscot County Registry of Deeds in Vol. 5539, Page 284.

Further Excepting and Reserving the following described premises, as described in the deed from H. C. Haynes, Inc. to Robinson Timberlands, Inc. dated September 29, 1999, and recorded in the Penobscot County Registry of Deeds in Book 7193, Page 59:

A certain lot or parcel of land, with the buildings thereon, on the easterly bank of the East Branch of the Penobscot River on which there is currently located a camp; said parcel measuring four hundred sixteen (416) feet north and south by four hundred sixteen (416) feet east and west with the north/south centerline being the north/south centerline of said camp as it existed in September of 1999; the northerly boundary of said premises being perpendicular to the river bank of the East Branch of the Penobscot River; north/south boundary lines are parallel.

Further excepting and reserving for the benefit of East Branch Land Company and its successors, but not assigns, a right of way for all purposes of a way, in common with Lakeville Shores, Inc., its successors and assigns, sixty-six (66) feet wide, said right of way to run from the Sebocis Road, so-called, around the generally easterly end of the camp lot described in the deed from Francis Cummings and Donald Piktialis to Francis Cummings, Donald Piktialis and William F. Perron dated January 6, 1994, and recorded in the Penobscot County Registry of Deeds in Book 5539, Page 284, and in the deed from H. C. Haynes, Inc. to Robinson Timberlands, Inc. dated

Loop Rd

September 29, 1999, and recorded in the Penobscot County Registry of Deeds in Book 7193, Page 59, and then return to the Schoeis Road. The aforesaid right of way shall be located along the most practicable route mutually acceptable to the parties.

Parcel 2 (westerly) Portion of Township 3, Range 7 WELS)

Beginning at an existing wooden post on the easterly line of Township 3, Range 8 WELS and at the southwesterly corner of land now owned by the State of Maine, said post being the most northwesterly corner of the lot herein described, said post being located using a Magellan ProMark X CP GPS receiver using techniques intended to obtain sub meter results and being at 45° 53' 47.16" N Latitude and 68° 41' 37.47" W Longitude;

Thence generally southerly along the easterly line of said Township 3, Range 8 WELS and along an existing blazed line a distance of ten thousand six hundred twenty-seven (10,627±) feet more or less to an existing wooden post on said easterly line of Township 3, Range 8 WELS and at the northwesterly corner of land now owned by J.M. Huber Corp.;

Thence generally easterly along land of said Huber and an existing blazed line a distance of two thousand seven hundred twenty-seven (2727±) feet more or less to an existing wooden post at the northeasterly corner of said Huber;

Thence generally southerly along the land of said Huber and an existing blazed line a distance of four thousand nine hundred forty-seven (4947±) feet more or less to an existing wooden post at the southeasterly corner of said Huber and on the northerly town line of Soldiertown Township. (Township 2, Range 7 WELS);

Thence easterly along said northerly town line of Soldiertown Township and an existing blazed line crossing Sandbank Stream a distance of thirteen thousand eight hundred (13,800±) feet more or less to a second intersection of said northerly town line and the thread of Sandbank Stream on said northerly town line;

Thence northerly along the thread of said Sandbank Stream a distance of four thousand nine hundred fifty (4950±) feet more or less to the center of the existing gravel road that leads westerly from the bridge over the East Branch of the Penobscot River known as the Whetstone Road;

Thence generally westerly along the center of said Whetstone Road a distance of eleven thousand four hundred ninety-five (11,495±) feet more or less to the junction of the so called Trout Pond Road and Elbow Road;

Thence generally westerly, northwesterly and northerly along the center of said Elbow Road a distance of seven thousand three hundred (7300±) feet more or less to a point in the center of said Elbow Road which is S 31° 00' E from a set cedar post on the westerly side of said Elbow Road;



Thence N 31° 00' W a distance of thirty-three (33±) feet more or less to said set cedar post on the westerly sideline of the Elbow Road right of way;

Thence continuing at N 31° 00' W along a blazed line painted blue established in the year 2000 a distance of one thousand one hundred forty-six (1146±) feet more or less to a set cedar post on the shore of Deasey Pond;

Thence continuing at N 31° 00' W a distance forty (40±) feet more or less to the normal low water mark of said Deasey Pond;

Thence generally northwesterly along said low water mark of Deasey Pond a distance of one thousand five hundred (1500±) feet more or less to the thread of a brook being the northerly outlet of Deasey Pond;

Thence generally northerly along the thread of the outlet brook a distance of six thousand three hundred (6300±) feet more or less to an existing orange line marking the above mentioned land owned by the State of Maine;

Thence generally westerly along said State of Maine land and an existing blazed line a distance of three thousand one hundred (3100±) feet more or less to the point of beginning.

The above described lot contains one thousand eight hundred forty-five (1845) acres more or less.

**Parcel 3 (Stacyville)**

Lots No. 49, 50 and 51 in the north half of the Town of Stacyville. Said premises are previously identified as the "Ministerial and School Lots", so-called, otherwise known as "Public Lots" in the Town of Stacyville.

Also granting to Lakeville Shores, Inc. and its successors (but not assigns) a right of way in Stacyville, for all purposes of a way, in common with East Branch Land Co., its successors and assigns, sixty-six (66') feet wide, the centerline of said right of way being the center line of the East Branch Road, also known as the Old Matagamon Tote Road, from the westerly line of Lot 86 generally northwesterly to the town line between Stacyville and Township 3, Range 7 WELS

Further Granting to Lakeville Shores, Inc. and its successors, but not assigns, a right of way in Township 3, Range 7 WELS, for all purposes of a way, in common with East Branch Land Co., its successors and assigns, sixty-six (66') feet wide, the centerline of said right of way being the center line of the existing gravel roads as depicted on Exhibit A, attached hereto, and extending from Point B to Point C to Point E to Point F to Point H, along portions of the so called Old Matagamon Tote Road, Whetstone Road, and the Elbow Road and also from Point C to Point D, along the Schoeis Road.

The rights of way conveyed by the two foregoing paragraphs are appurtenant to Parcel 1, Parcel 2, and Parcel 3 hereof. The aforesaid rights of way, together with a right of way to use the road running in a generally northerly direction from Point I to Point J as shown on Exhibit A attached hereto, said road being known as the Wassataquoik Road, and a right of way to use the road known as the Fire Wardens' Road, from Point K to Point L as shown on the attached Exhibit A, may also be used by Lakeville Shores, Inc., Herbert C. Haynes, Inc. and/or H. C. Haynes, Inc. (hereinafter referred to as "Haynes"), their successors but not assigns, for the purpose of land management and commercial timber harvesting on land owned by parties other than Haynes provided, however, that said right of way will expire ten years from the date hereof or after Haynes has moved 100,000 cords of wood across said right of way, whichever event occurs first.

Excepting and Reserving for the benefit of East Branch Land Company and its successors, but not assigns, an easement or right of way in Township J, Range 7 WELS, for all purposes of a way, in common with Lakeville Shores, Inc., and its successors and assigns, sixty-six (66') feet wide, the centerline of said right of way being the center line of the existing gravel roads as depicted on Exhibit A attached hereto, and extending from Point A to Point B to Point C to Point D, along the Old Matagamon Yote Road and the Sebocis Road and also from Point E to Point F to Point H, along portions of the so called Whetstone Road and the Elbow Road and farther from Point F to Point G, along the Trout Pond Road so called.

The rights of way either hereinbefore granted or excepted and reserved, insofar as they exclude assigns shall not, however, exclude the owners or lessees of now existing or hereinafter created camp lots located within the property conveyed by this deed and another deed given by Lakeville Shores, Inc. to East Branch Land Company of substantially even date herewith, so long as said camp lots are not used for public gambling. The rights of way shall, however, terminate and be of no further effect in the event the benefited camp(s) are used for public gambling. A notice of right of way termination signed by East Branch Land Company, its successors and assigns, and recorded in the Registry of Deeds shall be conclusive evidence of the termination of said right of way.

Being a portion of the same premises conveyed by Lawrence L. Robinson to East Branch Land Company in a deed dated October 1, 1973, and recorded in the Penobscot County Registry of Deeds in Book 2409, Page 198, and the Warranty Deed from Lawrence L. Robinson to East Branch Land Company dated October 1, 1973, and recorded in said Registry in Book 2965, Page 218.

The Grantee's address is Winn, Maine, 04495.

In witness whereof, East Branch Land Company has caused the foregoing instrument to be signed in its corporate name and sealed by its undersigned officer, duly authorized, this 28 day of December, 2000.

Witness:

East Branch Land Company

Wanda N. Brann

By E. Russell Drechsel  
E. Russell Drechsel, President

STATE OF MAINE

Somerset County

December 28, 2000

Personally appeared the above named E. Russell Drechsel, President of East Branch Land Company, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Wanda N. Brann  
Notary Public / Attorney at Law

Wanda N. Brann  
Print or type name as signed





Webber/LSI ROW Exchange  
T4R7 S2 B Part  
6-7-07

## EASEMENT DEED AND AGREEMENT

**LANGE TIMBER LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a place of business at Carlsbad, San Diego County, California;

**WEBBER TIMBER LLC**, a Maine limited liability company; with a place of business in Vero Beach, Florida;

**ANDRE EMERSON CUSHING CORPORATION**, a Maine corporation;

**THE CUSHING FAMILY CORPORATION**, a Maine corporation;

**McCRILLIS TIMBERLAND, LLC**, a Delaware limited liability company;

**GREENTREES INC.**, a Maine corporation; and

**PRENTISS & CARLISLE COMPANY, INC.** a Maine corporation;

all having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, (collectively referred to herein as "Grantors") for consideration paid, grant to

**FIVE ISLANDS LAND CORPORATION**, a Maine corporation having a mailing address of P.O. Box 96, Winn, ME 04495; ("referred to herein as "Grantee")

(Grantee and Grantors collectively referred to as the "Parties"), subject to the limitations and reservations herein stated, the following non-exclusive rights of way and easements ("Easements") for ingress and egress to and from lands of Grantee, for all purposes of a way, including but not limited to conducting land management, natural resource exploitation, timber harvesting and transportation of timber and other products, across the roads in **T4R7 WELS, Penobscot County, Maine** identified on **Exhibit A** and described in **Exhibit B**, as they presently exist or as may in the future be constructed or relocated, for the benefit of the land specified below with respect to each road. Unless otherwise specified on Exhibit A., the Easements shall be fifty (50) feet in width and centered on the existing travel way of any road which is subject to the Easements, reasonable deviations in the location of the Easement being permitted in order to circumvent natural obstacles.

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T4R7 S2 E Part  
6-7-07

The easements hereby granted are for the benefit of the land in T4R7 and T4R8 WELS owned by the Grantee, as described in the following deeds:

From Point A to B to C as shown on Exhibit A: Aroostook Timberlands, LLC to Five Islands Land Corporation dated May 21, 2003, and recorded in Book 8746, Page 231 of the Penobscot County Registry of Deeds.

The easements hereby granted burden the land in T4R7 owned by the Grantor, described in the following deed:

Lakeville Shores, Inc. et al. to Lange Timber Limited Liability Company, et al. recorded December 15, 2006, in the Penobscot County Registry of Deeds in Book 10763, Page 170.

GRANTORS' RESERVED RIGHTS AS TO EASEMENTS

Grantors reserve the right of way and right at any and all times for themselves, their invitees, employees, lessees, permittees, and servants, their heirs and assigns, of passing over, across, or along said Easements on foot, with vehicles, or otherwise, as they may have occasion, but subject to not unreasonably interfering with Grantee's uses of said Easements.

Grantors reserve the right for themselves, their invitees, employees, lessees, permittees, heirs and assigns to cross and use the said Easements for access and utility services to other lands of Grantors, and such uses shall be located so as to not materially interfere with Grantee's exercise of rights hereunder.

GENERAL PROVISIONS AS TO ALL EASEMENTS

By acceptance of this deed Grantee agrees, for itself, and its successors and assigns, that their entry on land of Grantors, and use of the Easements shall be SUBJECT TO the following conditions:

(1) Grantee's use of the Easements shall at all times be conducted so as not to unreasonably interfere with Grantors' or any other person's, lawful use of the Easements, nor materially interfere with the ordinary conduct of operations and management of Grantors' land, including the harvesting and removal of forest products and other materials therefrom. Grantee's use of the Easements shall be subject to rules and regulations adopted by Grantors, which are generally applicable to commercial users of Grantors' roads and easements, and may also include rules and regulations designed to protect the safe use and enjoyment of the Easements by others who may be entitled to use the Easements for residential, recreational, and other purposes provided that such rules and regulations and amendments are reasonable. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes, speed limits, and other safety or trucking restrictions. Grantors shall make

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6-7-07

commercially reasonable efforts to provide notice to Grantee of such rules and regulations. Grantee shall not be required to observe an amendment to a rule or regulation until ten (10) days after notice from Grantors that a rule or regulation has been amended. Grantee shall provide Grantors reasonable advance notice of Grantee's commencement and suspension of regular use of the Easements.

(2) Grantee's use of the Easements shall be at the sole risk of Grantee. Grantee agrees that Grantors shall not be liable to Grantee for any claims arising from use of the Easements by Grantee, its employees, agents, contractors, subcontractors, and their respective heirs, successors and assigns, including but not limited to claims for personal injury, death, damage to property or loss of business, except to the extent such damage is caused by gross negligence or the willful misconduct of Grantors, or Grantors' agents, contractors or employees.

(3) The Grantee, its successors and assigns shall have the following rights in common with the Grantors and others entitled thereto (subject to compliance with applicable laws, ordinances and regulations by the Grantee, its successors and assigns):

(a) the right to construct, improve, maintain, repair and reconstruct, any and all roads which are subject to the easements hereby conveyed, together with such ditches, culverts, bridges and other structures within the area of the Easements as may be necessary or convenient in such construction, improvement, maintenance, repair or reconstruction provided that Grantee, its successors and assigns shall not be obligated to construct, improve, maintain, repair or reconstruct any road except as is specifically provided for herein; and

(b) the right to flow water from any road from ditches and culverts onto lands of the Grantors, provided that such right to flow does not unreasonably interfere with the use and enjoyment of such lands by the Grantors, their successors and assigns.

(4) Except as provided below, Grantors shall be under no obligation to maintain or improve the roads, or the improvements of Grantee, or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). When any road subject to the Easements, or portions of such road, are being used by any one of the Grantors or the Grantee, and is not being used concurrently by any other party, then the user shall, during its sole use of any such road, or portions thereof so used, have no claim against any other party for contribution toward maintenance costs, unless otherwise agreed in writing by the parties. However, nothing in the above reduces the obligation of the party using the Easements, to ensure that the condition of the road and improvements at the completion of such use is equal to or better than when such use commenced.

When any road subject to the Easements, or portions of such road, are being used by any

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one or more of Grantors and the Grantee concurrently, the users shall be responsible to maintain the same with the maintenance costs for such concurrent use being apportioned between the parties (and other third party users) based on the respective volume of products and distances hauled on that portion of the road subject to the Easements, or based on some other mutually agreed upon formula or method of apportionment. None of the agreements herein relative to maintenance costs and shared capital expenses shall limit or modify any right of contribution the parties may have against third parties relative to such costs and expenses. None of the Grantors nor Grantee shall be required to maintain any roads to any particular standard for the use of unauthorized third parties, and any maintenance undertaken by Grantors or Grantee shall be sufficient among the parties if it results in conditions meeting the generally accepted standard of the day, in the northeast, for private timberland management roads.

For the purposes of the foregoing, "maintenance" or "maintain" shall mean undertaking the work necessary to preserve or keep, as nearly as possible, the roads or portions thereof, road surfaces, bridges, culverts, ditches or other appurtenant facilities or structures in a condition providing satisfactory transportation for the permitted uses in compliance with all applicable laws and regulations, and "improvements" or "improve" shall mean the reconditioning or replacing of any existing road, bridge, culvert, ditch or other appurtenant facility or structure to a standard higher or greater than that prevailing as of the date of this Deed, or as subsequently improved.

Notwithstanding the foregoing, unless such undertaking is assumed by a party, neither Grantors nor Grantee shall be obligated under the above-stated maintenance obligations to undertake at such party's sole cost, significant repairs or replacement of bridges, culverts and structures, which are generally expected to have an extended useful life and likely to benefit all parties. The Grantors and Grantee and their successors and assigns, agree to negotiate in good faith to allocate shared costs of major capital improvements or repairs of bridges, culverts and other structures necessary for forest management purposes, unless any party opts to assume the entire costs of any such project. Negotiated cost allocations may be based upon the respective volume of products and distances hauled on the Right of Way, or on some other mutually agreed upon formula or method of apportionment, taking into account the burden of use by third parties which is not the responsibility of any party to this Agreement.

(5) Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the land of Grantors, for or purporting to be for labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

(6) All improvements constructed by Grantee will be constructed, kept and maintained in compliance with all applicable laws, rules and ordinances, at the expense of Grantee.



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(7) All work done shall be performed with reasonable dispatch until fully completed, and Grantee shall promptly clean up and restore all portions of Grantors' and altered or damaged in connection with Grantee's construction, maintenance and repair to the same condition as it exists on the date hereof, free of erosion.

(8) Grantors shall retain title to all merchantable timber and forest products within the Easements and Grantee will not remove merchantable timber or other forest products severed from the Easements without the prior written agreement of Grantors.

(9) The failure of either party to exercise any rights herein conveyed or reserved in any single instance shall not be considered a waiver of such rights and shall not bar either Grantors or Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

(10) The rights, title and privileges herein granted or reserved shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. The Easements granted under this Deed are to run with those lands owned by the Grantee as specified above, and may not be assigned, except as part of a conveyance or lease, by whatever means of all or any portion of the real estate now benefited by this Deed, without the express written consent of Grantors, their successors or assigns.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed by their duly authorized officers, as of \_\_\_\_\_, 2007

Webber/LSI ROW Exchange  
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WITNESS:

Anne Syppin

LANGE TIMBER LIMITED LIABILITY  
COMPANY

By: Jean W. Lange  
Jean Webber Lange  
Its Manager  
Hereunto Duly Authorized

Signature page omitted

Webber/LSI ROW Exchange  
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WITNESS:

*Vicki Dubois*

PRENTISS & CARLISLE COMPANY, INC.

By: *Donald P. White*

Donald P. White  
Its President  
Hereunto Duly Authorized

STATE OF MAINE  
PENOBSCOT COUNTY

JUNE 13, 2007

Then personally appeared the above-named Donald P. White in his capacity as President of Prentiss & Carlisle Company, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

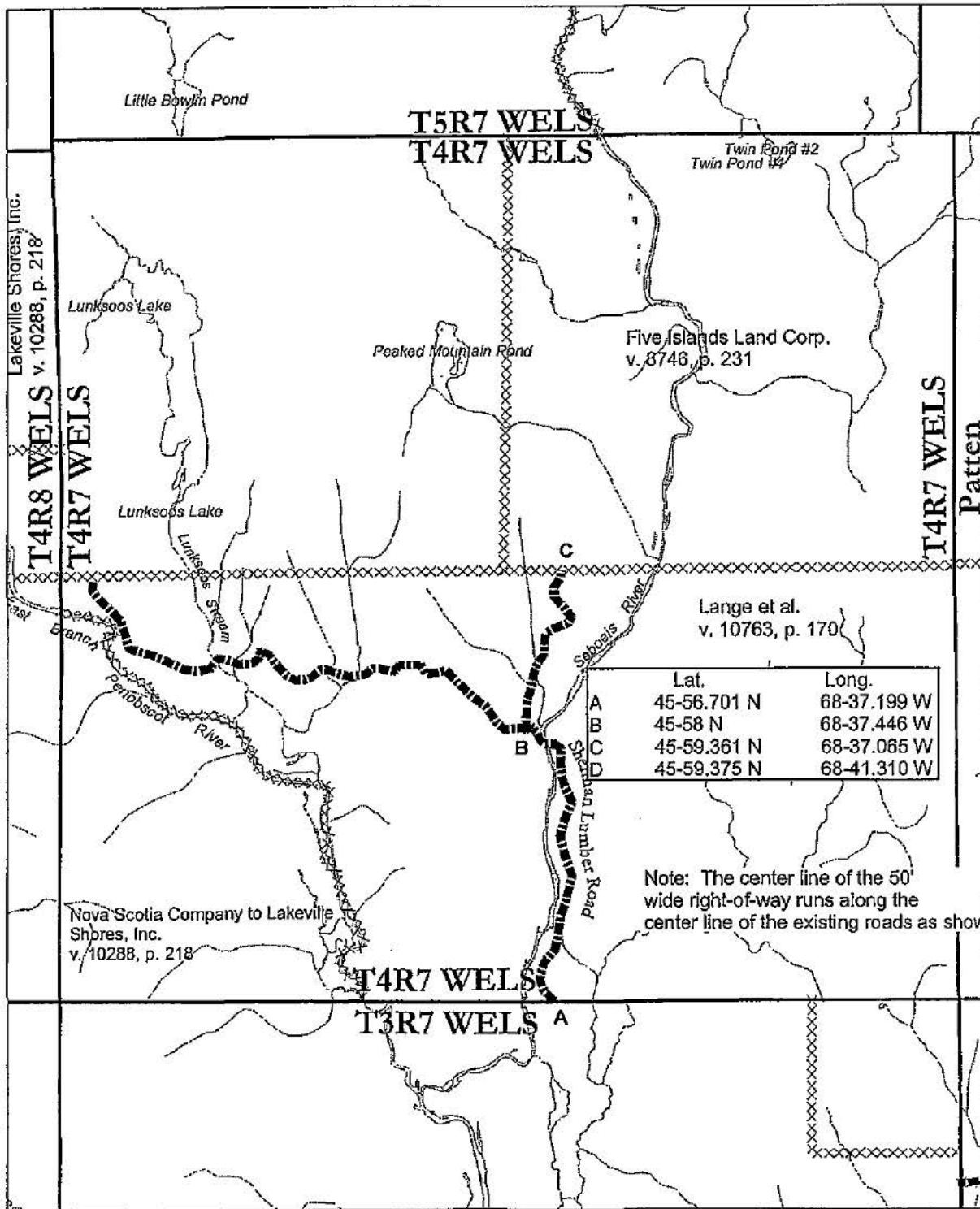
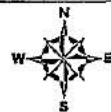
*Douglas M. Flagg*  
Notary Public/Attorney at Law

Print or type name as signed

**DOUGLAS M. FLAGG**  
NOTARY PUBLIC - MAINE  
MY COMMISSION EXPIRES MAY 15, 2014



Exhibit A  
T4R7 WELS  
Granted Rights-of-way



Granted Rights-of-way



Webber/LSI ROW Exchange  
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**EXHIBIT B**  
**Right of Way Description**

Commencing at Point A in the centerline of an existing gravel road known as the Sherman Lumber Company Road and on the town line between T.4, R.7 WELS and T.3, R.7 WELS; thence generally Northerly along said Sherman Lumber Company Road and crossing Seboeis River to its intersection with an existing gravel road leading Northerly, said intersection being depicted as Point B; thence generally Northerly along an existing gravel road to Point C on the common boundary between Lange and Five Islands.

PENOBSCOT COUNTY, MAINE  
*Susan F. Bulley*  
Register of Deeds

Exc 19(11)

Bk 10755 Pg 64 #45228  
12-08-2006 @ 02:32P

①

**CONFIRMATION OF CROSSING RIGHTS**

This Confirmation of Crossing Rights is made this 29<sup>th</sup> day of NOVEMBER, 2006, by and between **GARDNER LAND COMPANY, INC.** a Maine corporation with a mailing address of P.O. Box 189, Lincoln, Maine 04457 ("Gardner"), and **J. M. HUBER CORPORATION**, a New Jersey corporation with a mailing address of P.O. Box 554, 1141 Main Street, Old Town, ME 04468 ("Huber").

**WITNESSETH**

WHEREAS, Aroostook Timberlands, LLC and Huber entered into a certain Crossing Rights Agreement dated as of November 1, 2003, recorded in the Penobscot County Registry of Deeds in Book 9073, Page 276 (the "Agreement"), pursuant to which the parties granted to each other certain perpetual non-exclusive easements to cross and re-cross certain Roads for all purposes of ingress and egress (the "Crossing Rights"), as more fully set forth and defined in the Agreement;

WHEREAS, Gardner is the successor-in-interest to Aroostook Timberlands, LLC with respect to certain of the lands encumbered by the Crossing Rights; and

WHEREAS, Page 1 of Schedule B-1 was inadvertently omitted from the recorded Agreement, and the parties wish to provide record notice of Page 1, as well as to clarify certain other provisions of the Agreement;

NOW, THEREFORE, the parties hereby confirm and agree as follows:

1. Attached hereto is Page 1 of Schedule B-1, which Schedule depicts the Roads over which Crossing Rights have been granted to Huber pursuant to the Agreement.
2. The parties acknowledge that a portion of the travelway within the Road depicted on Page 1 of Schedule B-1 leading to the lot on Katahdin Lake owned by Huber has not yet been constructed. The parties hereby confirm that the intent of the Agreement is to permit either party to construct the roadway within such Road at its sole cost and expense. Thereafter, maintenance and improvement of such roadway pursuant to paragraph 6.a. of the Agreement shall be the responsibility of the party constructing the roadway, subject to sharing of costs in proportion to activity on the roadway, as also set forth in said paragraph 6.a..
3. The Agreement as hereby clarified is ratified and confirmed, and shall run with the land and be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed by their respective authorized representatives, this 29<sup>th</sup> day of NOVEMBER, 2006.

Signed, Sealed and Delivered  
In the Presence of

[Signature]

GARDNER LAND COMPANY, INC.

By: [Signature]  
Thomas W. Gardner  
Its Vice President  
Duly Authorized

STATE OF MAINE  
COUNTY OF Penobscot

November 29, 2006

Then personally appeared before me the above named Thomas W. Gardner and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Gardner Land Company, Inc.

[Signature]  
Notary Public  
Pamela A. Hoxie  
(Print Name)

PAMELA A. HOXIE, NOTARY PUBLIC  
PENOBSCOT COUNTY, STATE OF MAINE  
MY COMMISSION EXPIRES 2/28/12

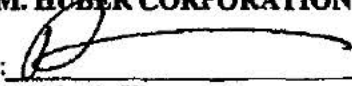
SIGNATURES CONTINUED ON FOLLOWING PAGE



Signed, Sealed and Delivered  
In the Presence of

\_\_\_\_\_

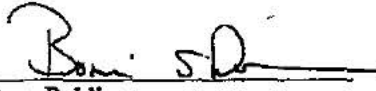
**J. M. HUBER CORPORATION**

By:   
Peter Triandafilou  
Its VP Woodlands  
Duly Authorized

**STATE OF MAINE  
COUNTY OF PENOBSCOT**

November 28, 2006

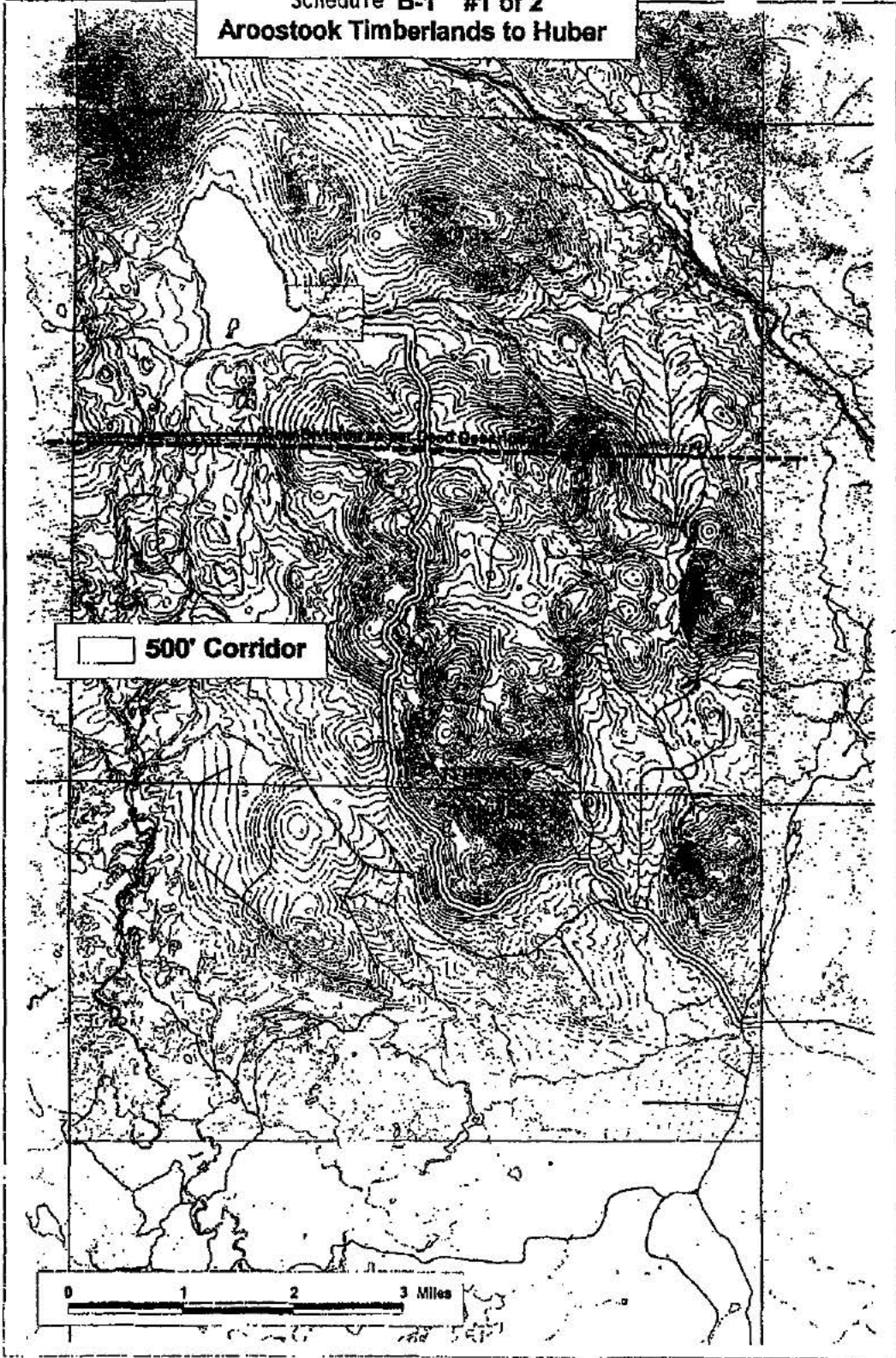
Then personally appeared before me the above named Peter Triandafilou and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of J. M. Huber Corporation.

  
Notary Public

(Print Name) Bonnie S. Dolron, Notary Public  
State of Maine  
My Commission Expires 3/23/2009



Schedule B-1 #1 of 2  
Aroostook Timberlands to Huber



T.W.G.

PENOBSCOT COUNTY, MAINE

*Susan F. Belsey*  
Register of Deeds

Poor Original At  
Time of Recording

10.29.03

## CROSSING RIGHTS AGREEMENT

This Crossing Rights Agreement is effective as of November 1<sup>st</sup>, 2003 and is entered into by and between **Aroostook Timberlands, LLC**, a limited liability company with a mailing address of P. O. Box 170, Ashland, Maine, 04732 ("Aroostook") and **Gardner Land Company, Inc.**, a Maine corporation with a mailing address of P. O. Box 189, Lincoln, Maine, 04451-0189 ("Gardner").

As used herein, "Grantee" refers to Gardner, its successor or assigns, as holder of easements granted hereunder; and "Landowner" applies Aroostook or its successor owners of the land burdened by the easement hereby granted. Upon sale or transfer of the burdened land, Aroostook shall have no continuing obligations hereunder, and the obligations of Landowner shall be assumed by and be binding upon the successor owner(s) of the burdened land.

Aroostook hereby grants Gardner the following described appurtenant easement and rights of way (the "Crossing Rights"):

1. **Grant of Easement and Crossing Rights.** Aroostook hereby grants the Crossing Rights to Gardner on land of Aroostook in Township 2, Range 8; and Township 3, Range 8 described in the Deed from Great Northern Paper, Inc. to GN Timberland, L.L.C. (Aroostook is the survivor following a merger with GN Timberland, L.L.C. on August 13, 1999) dated February 23, 1999 and recorded March 10, 1999 in the Penobscot County Registry of Deeds in Book 6980, Page 329, collectively hereinafter referred to as the "Property". The term "Crossing Rights" hereunder shall mean the non-exclusive right to cross and re-cross for all purposes of ingress and egress, with personnel and equipment, the major land management or arterial roads (the "Roads") as they are shown on Schedule A-1 upon the conditions set forth below.

2. **Exercise.** The exercise of the Crossing Rights shall be limited to the Roads on the Property depicted on Schedule A-1 as said Roads may exist now or in the future be constructed or relocated. The Crossing Rights are to be used in common with the Landowner and any other party to whom the Landowner has granted or may grant the right to use the Roads. The Landowner makes no warranty of title.

3. **Limited Purposes, Use.**

a. The Crossing Rights are limited to Gardner and its successors and assigns, who may own all or any portion of the premises in Township 3, Range 8, WELS and Township 4, Range 8 WELS, Penobscot County, Maine conveyed by Aroostook to Gardner by deed dated November 1, 2003 to be recorded herewith ("the Benefited Lands). Except as provided herein the Crossing Rights may not be assigned to any individual or entity not having ownership on the Benefited Lands identified in Schedule A-1 and no Road may be dedicated for public use without the consent of the Landowner.

b. The Crossing Rights shall be utilized in a manner which does not unreasonably interfere with the Landowner's or any other person's or entity's lawful use of the Property. Grantee's use of the Crossing Rights shall at all times be conducted so as not to materially interfere with the ordinary conduct of the operation, management, regeneration and harvesting of forestlands and other resources on lands of the Landowner.

(4)

c. Grantee agrees that the exercise of the Crossing Rights shall be subject to the Landowner's then prevailing road usage rules and regulations, including without limitation, speed limits, weight limits, fire protection, road conditions such as mud season or other periods of bad weather, safety and use by other parties and limitations or prohibitions on certain types of vehicles such as ATV's or snowmobiles. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes. The Landowner shall make reasonable efforts to provide notice of its rules and regulations to the Grantee. Grantee shall not be required to observe an amendment to a rule or regulation until ten (10) days after notice from the Landowner that a rule or regulation has been amended.

d. Nothing herein shall restrict the Landowner's right to improve or relocate the roads or portions thereof subject to the Crossing Rights, provided that the Crossing Rights shall apply to any and all roads or portions thereof as they may from time to time be relocated.

4. Easement Appurtenant

a. The Crossing Rights are appurtenant to the Benefited Land.

b. The Crossing Rights granted hereby shall be deemed to burden the Property and shall not terminate upon a sale or conveyance of the Property or a portion thereof to another person or entity. Any transfer of the Property, or portion thereof, shall be made expressly subject to the terms of this Crossing Rights Agreement, but the Property shall remain burdened by the Crossing Rights even in the absence of such express reference.

c. The Crossing Rights are not transferable except as specifically set forth herein.

5. Assignment/Sale of Property. The Crossing Rights may not be sold, set off, assigned, or otherwise conveyed except as follows:

a. To a third party purchaser of all or a portion of a Grantee's Benefited land.

b. To a third party who acquires by purchase or exchange an in common and undivided interest in all or a portion of a Grantee's Benefited land.

c. To a mortgagee of all or a portion of a Grantee's Benefited land, or an in common and undivided interest in a Grantee's Benefited land.

6. Maintenance

a. The Landowner and Grantee, and their successors and assigns, agree to share the costs of maintenance and repair proportional to their respective activity on the Roads. The responsibility for the maintenance and improvement of the Roads and bridges associated with the Roads is the responsibility of the Landowner or Grantee if mutually agreed, recognizing that the Landowner or Grantee, as the case may be, may delegate that responsibility to a land management company, a road association or similar organization formed for that purpose.

b. Road use fees to recover maintenance costs may be assessed by the party conducting road maintenance activities in accordance with the normal and customary practice in the timber harvesting industry in the State of Maine. Each Grantee is directly responsible to the Landowner charging user fees for the payment thereof in proportion to their actual use of the Roads

c. The terms "maintenance" and "improvement" shall mean only normal repair, maintenance and improvement including, without limitation, grading, ditching, filling, surfacing or resurfacing (excluding paving), replacement or repairs to decking or deck surface, replacement of wheel treads and railings, plowing, sanding, ice removal, refuse and debris removal, and such other activities as the Landowner, in the Landowner's sole judgment, determines is necessary or desirable. The parties agree the Roads shall be maintained in a condition providing satisfactory transportation in accordance with then current timber industry standards in Maine for the permitted uses and in compliance with all applicable laws and regulations so that they may be used and enjoyed by all parties entitled to use the Roads. The Landowner undertakes no obligation to expand, improve, or change the Roads and specifically undertake no liability with respect to the adequacy or usage of the Roads

d. If the exercise of the Crossing Rights by a Grantee on the Roads, or any portion thereof, on a Landowner's Property results in damages thereto (except for normal wear and tear) arising from accidents, negligence, or use in a manner not consistent with use by a reasonably prudent long-term operator, the Grantee responsible for the damage shall be solely responsible for the costs of repairing such damage as it may cause.

7. **Limitation of Liability.** A Grantee's exercise of the Crossing Rights shall be at the sole risk of such Grantee. Such Grantee agrees that the Landowner shall not be liable to Grantee for any claims arising from use of the Crossing Rights by the Grantee, including but not limited to claims for personal injury, death, damage to property or loss of business, except to the extent such damage is caused by gross negligence or the willful misconduct of the Landowner. Each Grantee agrees to hold harmless the respective Landowner from (a) any claims and costs and expenses (including reasonable attorneys' fees) arising from use of the Crossing Rights by the Grantee, except to the extent caused by the wanton and willful misconduct of the Landowner, and (b) any costs and expenses (including reasonable attorneys' fees) incurred by the Landowner in connection with curing any default of the Grantee hereunder or enforcing the Landowner's rights under this Agreement.

8. **Indemnification.** The Landowner and Grantee shall indemnify and hold each other harmless from any and all claims, actions, injuries, losses, damages, costs, fines, penalties and settlements, including without limitation, attorneys' fees and the costs of investigation, response, and remediation (hereinafter "Claims"), arising from or in any manner related to the respective activities on the Roads by each party.

9. **Compliance.** The parties each agree and covenant that they shall comply with all statutes, rules and regulations, including, but not limited to, fire laws and land use regulations, and shall obtain all required permits, licenses and approvals required by the governmental agencies of the State, county or township prior to the commencement of the exercise of any aspect of the Crossing Rights which require such permits, licenses, and approvals.

10. **Binding.** All of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Maine.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have signed and sealed this instrument as of the date beneath their respective signatures.

Chris Mac Donald  
Witness

Chris Mac Donald

Lawrence J.  
Witness

**AROOSTOOK TIMBERLANDS, LLC**

By: James D. Irving  
Name: James D. Irving  
Its President  
Hereunto Duly Authorized  
Nov. 6, 2003

By: W.D. Jamieson  
Name: W.D. Jamieson  
Its Secretary  
Hereunto Duly Authorized  
Nov. 6, 2003

**GARDNER LAND COMPANY, INC.**

By: William T. Gardner  
William T. Gardner  
Its President

PROVINCE OF NEW BRUNSWICK  
SAINT JOHN, ss.

November 6, 2003

Then personally appeared the above-named James D. Irving and W.D. Jamieson who acknowledged the foregoing instrument to be their free act and deed in said capacities and the free act and deed of said corporation.

Before me,

*[Handwritten mark]*

*Chris Mac Donald*

Name: Chris Mac Donald  
Notary Public

STATE OF MAINE  
PENOBSCOT, SS

October 31, 2003



Then personally appeared before me the above-named William T. Gardner, in his capacity as President of Gardner Land Company, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Gardner Land Company, Inc.

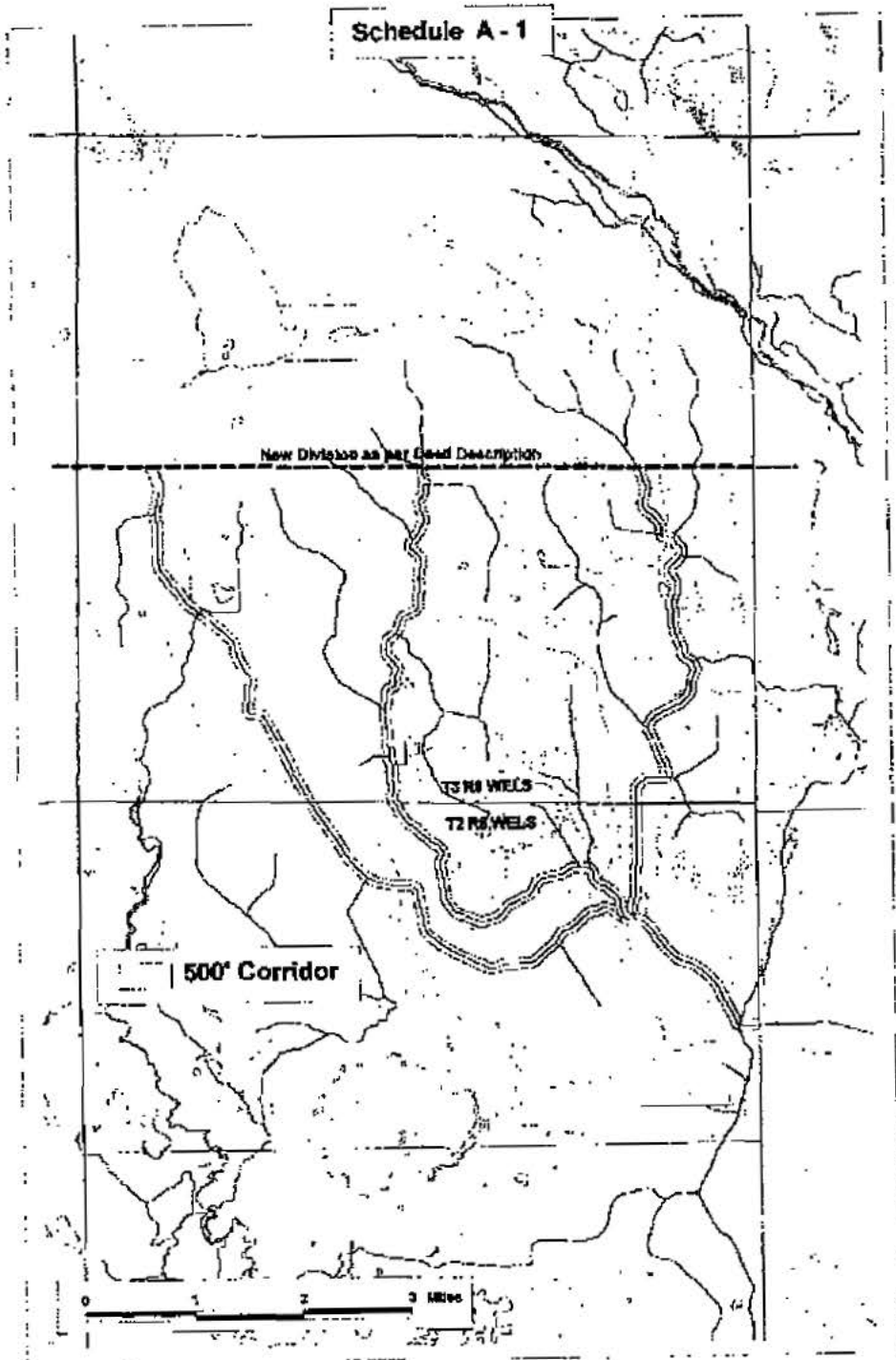
Before me,

*Barbara S. Crocker*  
Notary Public/Maine Attorney at Law  
Printed Name: BARBARA Crocker

33736re

BARBARA S. CROCKER  
Notary Public, Maine  
My Commission Expires August 14, 2007

*7/20*



PENOBSCOT COUNTY, MAINE  
*Seamus F. Bulley*  
Register of Deeds



STACYVILLE

BK4479. PG288

## QUITCLAIM DEED WITHOUT COVENANT

019845

Ralph B. Webber, Jr., of Dedham, Massachusetts,

Jean W. Lange of Santa Ana, California, as Trustee of the Jean W. Lange 1978 Revocable Inter Vivos Trust, as amended,

Frank M. Webber of Cos Cob, Connecticut,

Fleet Bank of Maine, a corporation with a place of business in Bangor, Maine, Trustee under an Indenture of Trust entered into with Frank M. Webber for the benefit of Anne W. Webber, et al., dated December 28, 1976,

John B. Roche of Boston, Massachusetts, and Samuel S. Dennis, Jr., of Chestnut Hill, Massachusetts, Co-Executors under the Will of F. Roscoe Webber, III,

Bradbury Webber of Wayland, Massachusetts,

Grace W. Cushing of Bangor, Maine,

David M. Carlisle of Bangor, Maine, and Dana C. Devos of Orono, Maine, Trustees under Trust Agreement with Andre E. Cushing, Jr., dated January 14, 1980, for the benefit of Andre E. Cushing, III, et al.,

G. Peirce Webber of Bangor, Maine,

John M. Webber of Bangor, Maine,

Steven E. Spetnagel of Atlanta, Georgia,

Florence W. Rogers of Sherman, Connecticut,

Lance D. Rogers of Sherman Connecticut,

Eleanor K. Webber of Santa Barbara, California, and Charles P. Webber of Santa Barbara, California, Trustees of the Eleanor E. and Charles P. Webber Revocable Trust, dated August 4, 1982,

Fleet Bank of Maine, a corporation with a place of business in Bangor, Maine, Trustee under Indenture of Trust entered into with Charles P. Webber, dated March 1, 1971, for the benefit of Diane Webber Wallace,

Charles K. Cushing of Fairfield, Maine,

Alan D. Gibbons of Exeter, New Hampshire, and David M. Carlisle of Bangor, Maine, Trustees under Indenture of Trust with Charles Richmond Cushing, dated December 24, 1976, for the benefit of Linda Lee Cushing, et al.,

Andre E. Cushing, Jr. of Bangor, Maine,

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Linda C. McInerney of Deerfield, Massachusetts,  
 Marcia L. Renzetti of Wilmington, Delaware,  
 William R. Cushing of Fairfield, Maine,  
 Charles J. Cushing of Bangor, Maine,  
 George D. Carlisle of Bangor, Maine, Trustee under Trust  
 Agreement with Grace Webber Cushing dated August 8, 1972,  
 Andre E. Cushing, III of Hermon, Maine,  
 Laura A. Cushing of Salem, Massachusetts; and  
 Fleet Bank of Maine, Trustee of the G. Fairce Webber and Florence  
 P. Webber Charitable Lead Trust, dated April 2, 1981,

for consideration paid, grant to

John Godsoe, Personal Representative of the Estate of Lydia A.  
 Godsoe,

Prentiss & Carlisle Company, Inc., a Maine corporation with a  
 place of business at Bangor, Maine,

McGrillis Timberland, Inc., a Delaware corporation with a place  
 of business at Bangor, Maine,

Greentree, Inc., a Maine corporation with a place of business at  
 Bangor, Maine, and

Samuel S. Dennis, 3rd, of Chestnut Hill, Massachusetts, Trustee  
 of the Vila B. Webber Irrevocable Trust under deed dated  
 December 30, 1976,

an easement in Stacyville, Penobscot County, Maine, more  
 particularly described as follows:

An easement, sixty (60) feet in width, for all purposes  
 of a way, including but not limited to ingress and  
 egress for people, vehicles and equipment and for  
 installation, maintenance, and replacement of utilities,  
 conduits and pipes, whether above ground or underground,  
 which utilities, conduits and pipes shall be installed  
 so as not to interfere with customary logging operations

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BK6479 PG290

or other uses of Grantors' property, together with the right to assign similar easement rights to any utility company, to and from other land of the Grantees, their respective heirs, Personal Representatives, successors, and assigns, in common with others who now have or may hereafter acquire similar rights, over and across certain land in Stacyville, Penobscot County, Maine, bounded on each side by a line thirty (30) feet from the following described centerline:

Beginning at the point of intersection of the centerline of a gravel road (leading to the Katahdin Regional Landfill) with the southwesterly edge of Route 11 pavement, said point being S 29° E 486.62 feet from a wood post scribed Wabber; and S 12° 04' E 892.27 feet from another wood post scribed Wabber; thence

S 84° 10' W	144.25 feet
S 71° 12' W	134.19 feet
S 42° 08' W	167.19 feet
S 70° 41' W	108.68 feet
S 81° 39' W	89.71 feet
S 87° 58' W	101.91 feet
N 88° 48' W	80.03 feet
S 84° 41' W	98.16 feet
S 86° 13' W	111.41 feet
S 88° 09' W	122.48 feet
S 61° 11' W	88.66 feet

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S 63° 08' W	21.68 feet
S 75° 15' W	91.55 feet
S 71° 20' W	84.69 feet
S 87° 30' W	89.05 feet
S 60° 29' W	145.58 feet
S 41° 21' W	83.44 feet
S 44° 34' W	92.99 feet
S 25° 21' W	101.54 feet
S 17° 45' W	118.44 feet
S 28° 51' W	162.28 feet
S 38° 36' W	114.44 feet
S 54° 38' W	40.80 feet to the

intersection of another gravel road; thence leaving the  
road to Katahdin Regional Landfill and continuing:

S 88° 30' W	200 feet
S 78° 00' W	100 feet
S 57° 00' W	100 feet
S 50° 30' W	300 feet
S 48° 00' W	100 feet
S 35° 30' W	200 feet
S 24° 30' W	100 feet
S 9° 00' W	100 feet
S 3° 15' W	200 feet
S 6° 30' W	100 feet
S 23° 30' W	100 feet
S 41° 30' W	100 feet
S 68° 30' W	200 feet
S 44° 00' W	200 feet

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S 7° 00' E 100 feet  
 S 17° 45' E 200 feet  
 S 0° 00' E 100 feet  
 S 16° 00' W 200 feet  
 S 15° 00' W 300 feet  
 S 36° 30' W 100 feet  
 S 59° 30' W 100 feet  
 S 88° 15' W 200 feet  
 S 55° 00' W 200 feet  
 S 61° 45' W 300 feet  
 S 55° 00' W 100 feet  
 S 44° 00' W 100 feet to the

intersection of another gravel road; thence bearing to  
 the left and continuing:

S 20° 45' W 300 feet  
 S 13° 00' W 100 feet  
 S 05° 30' W 200 feet  
 S 00° 30' E 100 feet  
 S 12° 00' E 100 feet  
 S 36° 15' E 300 feet  
 S 16° 30' E 100 feet  
 S 04° 00' E 100 feet  
 S 02° 00' W 100 feet  
 S 57° 00' W 100 feet  
 S 71° 15' W 200 feet crossing a power

line and continuing:

S 82° 45' W 200 feet  
 S 78° 30' W 100 feet



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S 38° 15' W 200 feet  
 S 50° 00' W 100 feet  
 S 53° 30' W 200 feet  
 S 42° 45' W 200 feet  
 S 32° 00' W 200 feet  
 S 19° 30' W 100 feet  
 S 26° 15' W 400 feet  
 S 14° 00' W 100 feet  
 S 04° 00' W 100 feet  
 S 13° 15' W 300 feet to the

intersection of a new gravel road; thence turning right  
 and continuing on said new road:

N 64° 43' W 136.0 feet  
 W 79° 30' W 100 feet  
 S 87° 00' W 100 feet to a bridge

over a small stream; thence continuing along said new  
 gravel road:

S 77° 36' 00" W 248.66 feet  
 S 87° 18' 02" W 211.36 feet  
 N 66° 45' 38" W 367.28 feet to a telephone

line crossing; thence

N 61° 37' 33" W 359.53 feet  
 N 57° 33' 23" W 379.21 feet  
 N 48° 32' 03" W 1011.33 feet  
 N 43° 38' 47" W 1840.34 feet  
 N 46° 53' 49" W 1020.62 feet  
 N 39° 56' 52" W 1148.43 feet  
 N 73° 15' 26" W 1061.68 feet

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N 86° 57' 18" W 376.88 feet  
 N 78° 54' 39" W 720.38 feet  
 W 84° 10' 00" W 466.32 feet; thence

crossing an existing road and continuing:

N 55° 30' 00" W 650.00 feet  
 N 60° 15' 00" W 700.00 feet  
 N 71° 00' 00" W 200.00 feet  
 N 86° 00' 00" W 300.00 feet  
 S 81° 00' 00" W 300.00 feet to the center

of an existing gravel road; thence S 81° 00' 00" W by  
 and along said road 100.20 feet to the center of an  
 existing wooden bridge over the East Branch of Swift  
 Brook; thence by and along said existing gravel road;

N 70° 13' 06" W 928.10 feet  
 N 67° 45' 41" W 693.85 feet  
 N 77° 42' 53" W 303.84 feet  
 N 54° 06' 23" W 196.34 feet  
 N 38° 44' 19" W 235.54 feet  
 N 19° 21' 14" W 1293.12 feet  
 N 04° 41' 55" W 108.01 feet  
 N 04° 32' 01" E 1084.19 feet  
 W 15° 52' 23" W 730.15 feet; thence

leaving the said existing gravel road and proceeding N  
 31° 42' 21" W 314.71 feet; thence

W 56° 45' 00" W 400.00 feet  
 N 46° 50' 00" W 300.00 feet  
 W 80° 38' 49" W 810.71 feet to the center

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of an existing gravel road; thence N 86° 00' 00" W  
255.38 feet to the center of an existing wooden bridge  
over the Middle Branch of Swift Brook; thence along said  
road:

N 88° 35' 00" W 382.62 feet  
S 89° 54' 48" W 851.25 feet; thence

leaving said gravel road and continuing:

N 76° 09' 51" W 292.46 feet  
N 60° 15' 00" W 200.00 feet  
N 42° 30' 00" W 300.00 feet  
N 27° 30' 00" W 600.00 feet  
N 21° 15' 00" W 300.00 feet  
N 35° 00' 00" W 800.00 feet  
N 40° 45' 00" W 700.00 feet  
N 44° 00' 00" W 500.00 feet  
N 52° 40' 00" W 300.00 feet  
N 66° 15' 00" W 700.00 feet  
N 79° 30' 00" W 700.00 feet  
N 86° 30' 00" W 200.00 feet to the

easterly shore of the West Branch of Swift Brook; thence  
S 87° 45' 00" W and crossing said brook 200 feet; thence

N 85° 00' 00" W 100.0 feet  
N 62° 45' 00" W 200.0 feet  
N 36° 15' 00" W 200.0 feet  
N 53° 30' 00" W 200.0 feet  
N 61° 30' 00" W 100.0 feet  
N 80° 15' 00" W 200.0 feet



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N 40° 00' 00" W 100.0 feet

N 28° 30' 00" W 100.0 feet to the center

of an existing gravel road; thence crossing said road cutting across a sharp bend in said road N 45° 40' W 200 feet to the center of said road; thence N 73° 39' 45" W 587.82 feet by and along said road to a point on the Town Line between Stacyville and Township 3 Range 7 WELS; said point being 1400 feet, more or less, southerly of the southeast corner of the Public Lot located in the northeast corner of Township 3 Range 7, and 1.3 miles, more or less, southerly of the northwest corner of Stacyville.

The above described right of way is depicted on the Plan dated January 23, 1989, by Gilbert S. Vitale, R.L.S., entitled Right of Way Exchange for Webber, Godsee heirs, et al., Sheet 1 of 2 and Sheet 2 of 2, and recorded in Penobscot County Registry of Deeds in Map File D32-89 and Map File D33-89.

The Grantors, their heirs, Personal Representatives, successors and assigns shall have no obligation to repair or maintain said right of way. Grantees, by acceptance of this Deed, covenant and agree to be responsible at all times and in all places for proper maintenance and upkeep of any utilities, pipes and conduits Grantees may install on, over or across the right of way, and in the event of damage to the roadway caused by Grantees or Grantees' agents, to restore said roadway to the condition it was in just prior to Grantees' use. In the event of abandonment or other non use of such utilities, pipes or conduits

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for a continuous period of twelve months, then the grantees herein shall remove said utilities at their expense. The use of said right of way shall be subject to reasonable rules relating to safety and maintenance of the roads, including road use fees as may from time to time be imposed upon the users of the road by any party responsible for the maintenance of the roads or right of ways.

The conveyance of easement rights herein described does not in any way constitute a dedication to public use of said roads. If this easement should be conveyed by grantees, their heirs, personal representatives, successors, or assigns, at any future date to any governmental entity, then this easement shall be of no further force or effect.

Grantees' mailing address is: c/o Prantias & Carlisle Management Company, Inc., 107 Court Street, P.O. Box 637, Bangor, Maine 04401.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be signed and sealed as of this 19<sup>th</sup> day of June 1989.

WITNESSES:

Alfred M. Carlisle      J. Pierre Weber  
G. PIERRE WEBER

STACYVILLE

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Maria M. Conkrite *John M. Webber*  
JOHN M. WEBBER

Maria M. Conkrite *Grace W. Cushing*  
GRACE W. CUSHING

Maria M. Conkrite *Andre E. Cushing, Jr.*  
ANDRE E. CUSHING, JR.

Maria M. Conkrite *Andre E. Cushing, III*  
ANDRE E. CUSHING, III

Maria M. Conkrite *Laura A. Cushing*  
LAURA A. CUSHING

Melanie Ramirez *Steven E. Spetzner*  
STEVEN E. SPETZNER

STACYVILLE

BK4479 PG299

FLEET BANK OF MAINE,  
TRUSTEE UNDER AN INDENTURE OF  
TRUST ENTERED INTO WITH FRANK  
M. WEBBER FOR THE BENEFIT OF  
ANNE W. WEBBER, ET AL., DATED  
DECEMBER 28, 1976

Mrs. M. Carlisle By [Signature]  
Its Vice President

FLEET BANK OF MAINE,  
TRUSTEE UNDER INDENTURE OF  
TRUST ENTERED INTO WITH  
CHARLES P. WEBBER, DATED  
MARCH 1, 1971, FOR THE BENEFIT  
OF DIANE WEBBER WALLACE

Mrs. M. Carlisle By [Signature]  
Its Vice President

FLEET BANK OF MAINE,  
TRUSTEE OF THE G. PEIRCE  
WEBBER AND FLORENCE P. WEBBER  
CHARITABLE LEAD TRUST DATED  
APRIL 2, 1981

Mrs. M. Carlisle By [Signature]  
Its Vice President

Mrs. Elizabeth M. Carlisle George D. Carlisle  
GEORGE D. CARLISLE, TRUSTEE UNDER  
TRUST AGREEMENT WITH GRACE WEBBER  
CURNING, DATED AUGUST 8, 1972

STACTVILLE

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TRUSTEES UNDER TRUST AGREEMENT  
WITH ANDRE E. CUSHING, JR.,  
DATED JANUARY 14, 1968, FOR  
THE BENEFIT OF ANDRE E.  
CUSHING, III, ET AL.

Alan M. Carlisle David M. Carlisle  
DANA C. DEVCE, TRUSTEE

David M. Carlisle Alan M. Carlisle  
DAVID M. CARLISLE, TRUSTEE

TRUSTEES UNDER INDENTURE OF  
TRUST WITH CHARLES RICHMOND  
CUSHING, DATED DECEMBER 24,  
1978, FOR THE BENEFIT OF LINDA  
LEE CUSHING, ET AL.

Alan D. Gibbons  
ALAN D. GIBBONS, TRUSTEE

David M. Carlisle Alan M. Carlisle  
DAVID M. CARLISLE, TRUSTEE



STANTVILLE

BK4479 PG301

*Paul Rogers* *Florence W. Rogers*  
FLORENCE W. ROGERS

*Paul Rogers* *Lance Rogers*  
LANCE W. ROGERS

*Frank M. Webber*  
FRANK M. WEBBER

*Ralph B. Webber, Jr.*  
RALPH B. WEBBER, JR.

*Chris McInerney* *Charles R. Cushing*  
CHARLES R. CUSHING

*Chris McInerney* *Linda C. McInerney*  
LINDA C. MCINERNEY

*Chris McInerney* *William R. Cushing*  
WILLIAM R. CUSHING

*Chris McInerney* *Charles S. Cushing*  
CHARLES S. CUSHING

*Marcia L. Benetti*  
MARCIA L. BENETTI

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*Patricia D'Conno*

*John J Roche*  
JOHN S. ROCHE, CO-EXECUTOR  
UNDER THE WILL OF  
F. ROSCOE WEBBER, III

*Robert S. Dennis*

*Samuel S. Dennis 3rd*  
SAMUEL S. DENNIS, 3RD,  
CO-EXECUTOR UNDER THE WILL  
OF F. ROSCOE WEBBER, III

*Janelle Veil*

*Eleanor M. Webber*  
ELEANOR M. WEBBER, TRUSTEE  
OF ELEANOR M. AND CHARLES P.  
WEBBER REVOCABLE TRUST,  
DATED AUGUST 4, 1982

*Jane M. Veil*

*Charles P. Webber*  
CHARLES P. WEBBER, TRUSTEE  
OF ELEANOR M. AND CHARLES P.  
WEBBER REVOCABLE TRUST,  
DATED AUGUST 4, 1982

BY POWER OF ATTORNEY FOR  
LILA P. WEBBER

*Lila P. Webber*

*Jean W. Lange, Attorney  
in fact for Lila P. Webber*  
LILA P. WEBBER  
BY JEAN W. LANGE, HER ATTORNEY-  
IN-FACT, PURSUANT TO POWER OF  
ATTORNEY DATED OCTOBER 1, 1986

*Lila P. Webber*

*Jean W. Lange Trustee*  
JEAN W. LANGE, TRUSTEE OF THE  
JEAN W. LANGE 1976 REVOCABLE  
INTER VIVOS TRUST

*Eileen J. Webber*

*Bradbury Webber*  
BRADBURY WEBBER

STACYVILLE

BK4479 PG303

STATE OF MAINE  
PENOBSCOT, SS.

June 19, 1989

Personally appeared the above-named G. Peirce  
Webber and acknowledged the foregoing instrument to be his free  
act and deed.

Before me,

*David M. Carlisle*  
Notary Public



Typed or printed name of Notary: DAVID M. CARLISLE

STATE OF MAINE  
PENOBSCOT SS

JULY 17, 1989

PERSONALLY APPEARED THE ABOVE NAMED  
DAVID CALLOW TRUSTEE AND ACKNOWLEDGED THE  
FORGOING INSTRUMENT AS BE HIS FREE ACT  
AND DEED

BEFORE ME

*John J. Seaborn*  
JOHN SEABORN

*David Carlisle*

PENOBSCOT, SS REC'D

89 JUL 17 PM 3:49

ATTEST:  
*[Signature]*  
REGISTER

-16-



## **SUMMARY OF RIGHTS OF WAY TO CERTAIN ROADS IN THE EAST BRANCH AREA**

Based on a review of the source deeds to EPI (and without extensive additional back title work) this is a summary of our findings. I have attached a base map on which I have numbered the various roads since they have a variety of names in the deeds and on the maps. As I have explained, the rights of way are appurtenant to particular parcels and legally speaking are not available for accessing other lands of EPI.

1. Road westerly of the East Branch at Matagamon.

-I find no deeded access via this road.

2. Grondin Road extending from the east line of the southerly half of T5 R7 across land in Mount Chase to the Grand Lake Road.

-I find no deeded rights to this road.

3. Road extending from the east line to the northerly half of T4 R7 across land in Patten to the Waters Road.

-50' Right of Way appurtenant to certain land in T4R7 and T4R8 (Book 11031, Page 248) "for all purposes of a way".

4. Sherman Lumber Road extending from the east line of the northerly ½ of T3R7 across land in Stacyville to Route 11.

-66' Right of Way appurtenant to EPI land (formerly of John Hancock) in the NE section of T3R7 (Book 4479, P 288). Note this grant dated June 19, 1989 specifically prohibits any conveyance of the right of way to "any governmental entity"

5. Swift Brook Road/Old Matagamon Tote Road/East Branch Road extending from the east line of the southerly half of T3 R7 across land in Stacyville.

- 66' wide right of way for all purposes of a way. (Book 7568, Page 164). The language on the deed permits assignment to "successors but not assigns". This has been interpreted by Dean Beaupain, who was involved in the transaction, to mean that it may be transferred appurtenant to EPI Land in the S ½ of T3R7 but may not be assigned to benefit other land.

6. Cassidy/Huber Road to Dolby.

- There is some questions as to whether the access extends fully to Route 11/157 at Dolby. Dean Beaupain is of the opinion that it does. See his report and deeds attached as "EPI Access to Millinocket" file. Use of at least some of the rights of way is limited to "commercial land management, timber harvesting and transportation of forest and mineral products (Book 9073, Page 276).

7. Road extending southerly from the NE quarter of T4 R7 to the south line of T4 R7 and other land of EPI.

- 50' right of way for all purposes of a way (Book 11031, Page 278) appurtenant to EPI land in NE quarter of T4 R7.

Note the road extending westerly as an extension of the Sherman Lumber Road to T4 R 8 is shown on the map exhibit to this deed but the rights are from Points A to B to C going in a south to north route.

8. The lands in T3 R8 and T4 R8 are benefitted by crossing agreements recorded in Book 9073, Page 276, Book 9073, Page 284 and Book 10755 Page 64.

- These are limited in purpose to commercial management and timber harvesting.

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5-21-07

**EASEMENT DEED AND AGREEMENT**

**LANGE TIMBER LIMITED LIABILITY COMPANY**, a Maine limited liability company, with a place of business at Carlsbad, San Diego County, California;

**WEBBER TIMBER LLC**, a Maine limited liability company; with a place of business in Vero Beach, Florida;

**ANDRE EMERSON CUSHING CORPORATION**, a Maine corporation;

**THE CUSHING FAMILY CORPORATION**, a Maine corporation;

**McCRILLIS TIMBERLAND, LLC**, a Delaware limited liability company;

**GREENTREES INC.**, a Maine corporation; and

**PRENTISS & CARLISLE COMPANY, INC.** a Maine corporation;

all having a mailing address of P. O. Box 637, Bangor, Maine 04402-0637, (collectively referred to herein as "Grantors") for consideration paid, grant to

**FIVE ISLANDS LAND CORPORATION**, a Maine corporation having a mailing address of P.O. Box 96, Winn, ME 04495; and

**LAKEVILLE SHORES, INC.**, a Maine corporation having a mailing address of P.O. Box 96, Winn, ME 04495 ("collectively referred to herein as "Grantee")

(Grantee and Grantors collectively referred to as the "Parties"), subject to the limitations and reservations herein stated, the following non-exclusive rights of way and easements ("Easements") for ingress and egress to and from lands of Grantee, for all purposes of a way, including but not limited to conducting land management, natural resource exploitation, timber harvesting and transportation of timber and other products, across the roads in **Patten, Penobscot County, Maine** identified on **Exhibit A** and described in **Exhibit B**, as they presently exist or as may in the future be constructed or relocated, for the benefit of the land specified below with respect to each road. Unless otherwise specified on Exhibit A., the Easements shall be fifty (50) feet in width and centered on the existing travel way of any road which is subject to the Easements, reasonable deviations in the location of the Easement being permitted in order to circumvent natural obstacles.

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The easements hereby granted are for the benefit of the land in T4R7 and T5R7 S/2 WELS owned by the Grantees, as described in the following deeds:

Aroostook Timberlands, LLC to Five Islands Land Corporation dated May 21, 2003, and recorded in Book 8746, Page 231 of the Penobscot County Registry of Deeds.

Five Islands Land Corporation to Lakeville Shores, Inc. dated May 23, 2003, and recorded in Book 8758, Page 84 of said Registry

Prentiss & Carlisle Company, Inc., et al. to Lakeville Shores, Inc. dated June 20, 2005, and recorded in Book 9943, Page 275 of said Registry of Deeds.

Prentiss & Carlisle Company, Inc., et al. to Lakeville Shores, Inc. dated June 20, 2005, and recorded in Book 9943, Page 284 of said Registry of Deeds.

The easements hereby granted burden the land in Patten owned by the Grantors, as described in the following deed:

Lakeville Shores, Inc. et al. to Lange Timber Limited Liability Company, et al. recorded December 15, 2006, in the Penobscot County Registry of Deeds in Book 10763, Page 170.

GRANTORS' RESERVED RIGHTS AS TO EASEMENTS

Grantors reserve the right of way and right at any and all times for themselves, their invitees, employees, lessees, permittees, and servants, their heirs and assigns, of passing over, across, or along said Easements on foot, with vehicles, or otherwise, as they may have occasion, but subject to not unreasonably interfering with Grantee's uses of said Easements.

Grantors reserve the right for themselves, their invitees, employees, lessees, permittees, heirs and assigns to cross and use the said Easements for access and utility services to other lands of Grantors, and such uses shall be located so as to not materially interfere with Grantee's exercise of rights hereunder.

GENERAL PROVISIONS AS TO ALL EASEMENTS

By acceptance of this deed Grantee agrees, for themselves, and their successors and assigns, that their entry on land of Grantors and use of the Easements shall be SUBJECT TO the following conditions:

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(1) Grantee's use of the Easements shall at all times be conducted so as not to unreasonably interfere with Grantors' or any other person's, lawful use of the Easements, nor materially interfere with the ordinary conduct of operations and management of Grantors' land, including the harvesting and removal of forest products and other materials therefrom. Grantee's use of the Easements shall be subject to rules and regulations adopted by Grantors, which are generally applicable to commercial users of Grantors' roads and easements, and may also include rules and regulations designed to protect the safe use and enjoyment of the Easements by others who may be entitled to use the Easements for residential, recreational, and other purposes provided that such rules and regulations and amendments are reasonable. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes, speed limits, and other safety or trucking restrictions. Grantors shall make commercially reasonable efforts to provide notice to Grantee of such rules and regulations. Grantee shall not be required to observe an amendment to a rule or regulation until ten (10) days after notice from Grantors that a rule or regulation has been amended. Grantee shall provide Grantors reasonable advance notice of Grantee's commencement and suspension of regular use of the Easements.

(2) Grantee's use of the Easements shall be at the sole risk of Grantee. Grantee agrees that Grantors shall not be liable to Grantee for any claims arising from use of the Easements by Grantee, their employees, agents, contractors, subcontractors, and their respective heirs, successors and assigns, including but not limited to claims for personal injury, death, damage to property or loss of business, except to the extent such damage is caused by gross negligence or the willful misconduct of Grantors, or Grantors' agents, contractors or employees.

(3) The Grantee, their successors and assigns shall have the following rights in common with the Grantors and others entitled thereto (subject to compliance with applicable laws, ordinances and regulations by the Grantee, their successors and assigns):

(a) the right to construct, improve, maintain, repair and reconstruct, any and all roads which are subject to the easements hereby conveyed, together with such ditches, culverts, bridges and other structures within the area of the Easements as may be necessary or convenient in such construction, improvement, maintenance, repair or reconstruction provided that Grantee, their successors and assigns shall not be obligated to construct, improve, maintain, repair or reconstruct any road except as is specifically provided for herein; and

(b) the right to flow water from any road from ditches and culverts onto lands of the Grantors, provided that such right to flow does not unreasonably interfere with the use and enjoyment of such lands by the Grantors, their successors and assigns.

(4) Except as provided below, Grantors shall be under no obligation to maintain or

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5-21-07

improve the roads, or the improvements of Grantee, or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). When any road subject to the Easements, or portions of such road, are being used by any one of the Grantors or the Grantee, and is not being used concurrently by any other party, then the user shall, during its sole use of any such road, or portions thereof so used, have no claim against any other party for contribution toward maintenance costs, unless otherwise agreed in writing by the parties. However, nothing in the above reduces the obligation of the party using the Easements, to ensure that the condition of the road and improvements at the completion of such use is equal to or better than when such use commenced.

When any road subject to the Easements, or portions of such road, are being used by any one or more of Grantors and the Grantee concurrently, the users shall be responsible to maintain the same with the maintenance costs for such concurrent use being apportioned between the parties (and other third party users) based on the respective volume of products and distances hauled on that portion of the road subject to the Easements, or based on some other mutually agreed upon formula or method of apportionment. None of the agreements herein relative to maintenance costs and shared capital expenses shall limit or modify any right of contribution the parties may have against third parties relative to such costs and expenses. None of the Grantors or Grantee shall be required to maintain any roads to any particular standard for the use of unauthorized third parties, and any maintenance undertaken by Grantors or Grantee shall be sufficient among the parties if it results in conditions meeting the generally accepted standard of the day, in the northeast, for private timberland management roads.

For the purposes of the foregoing, "maintenance" or "maintain" shall mean undertaking the work necessary to preserve or keep, as nearly as possible, the roads or portions thereof, road surfaces, bridges, culverts, ditches or other appurtenant facilities or structures in a condition providing satisfactory transportation for the permitted uses in compliance with all applicable laws and regulations, and "improvements" or "improve" shall mean the reconditioning or replacing of any existing road, bridge, culvert, ditch or other appurtenant facility or structure to a standard higher or greater than that prevailing as of the date of this Deed, or as subsequently improved.

Notwithstanding the foregoing, unless such undertaking is assumed by a party, neither Grantors nor Grantee shall be obligated under the above-stated maintenance obligations to undertake at such party's sole cost, significant repairs or replacement of bridges, culverts and structures, which are generally expected to have an extended useful life and likely to benefit all parties. The Grantors and Grantee and their successors and assigns, agree to negotiate in good faith to allocate shared costs of major capital improvements or repairs of bridges, culverts and other structures necessary for forest management purposes, unless any party opts to assume the entire costs of any such project. Negotiated cost allocations may be based upon the respective volume of products and distances hauled on the Right of Way, or on some other mutually agreed

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upon formula or method of apportionment, taking into account the burden of use by third parties which is not the responsibility of any party to this Agreement.

(5) Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the land of Grantors, for or purporting to be for labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

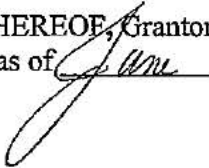
(6) All improvements constructed by Grantee will be constructed, kept and maintained in compliance with all applicable laws, rules and ordinances, at the expense of Grantee.

(7) All work done shall be performed with reasonable dispatch until fully completed, and Grantee shall promptly clean up and restore all portions of Grantors' and altered or damaged in connection with Grantee's construction, maintenance and repair to the same condition as it exists on the date hereof, free of erosion.

(8) Grantors shall retain title to all merchantable timber and forest products within the Easements and Grantee will not remove merchantable timber or other forest products severed from the Easements without the prior written agreement of Grantors.

(9) The failure of either party to exercise any rights herein conveyed or reserved in any single instance shall not be considered a waiver of such rights and shall not bar either Grantors or Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

(10) The rights, title and privileges herein granted or reserved shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. The Easements granted under this Deed are to run with those lands owned by the Grantee as specified above, and may not be assigned, except as part of a conveyance or lease, by whatever means of all or any portion of the real estate now benefited by this Deed, without the express written consent of Grantors, their successors or assigns.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed by their duly authorized officers, as of  13, 2007

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WITNESS:

Anne Lypien

LANGE TIMBER LIMITED LIABILITY  
COMPANY

By: Jean W. Lange  
Jean Webber Lange  
Its Manager  
Hereunto Duly Authorized



Signature pages omitted

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5-21-07

WITNESS:

*Vicki Sheehan*

PRENTISS & CARLISLE COMPANY, INC.

By: *Donald P. White*  
Donald P. White  
Its President  
Hereunto Duly Authorized

STATE OF MAINE  
PENOBSCOT COUNTY

JUNE 13, 2007

Then personally appeared the above-named Donald P. White in his capacity as President of Prentiss & Carlisle Company, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

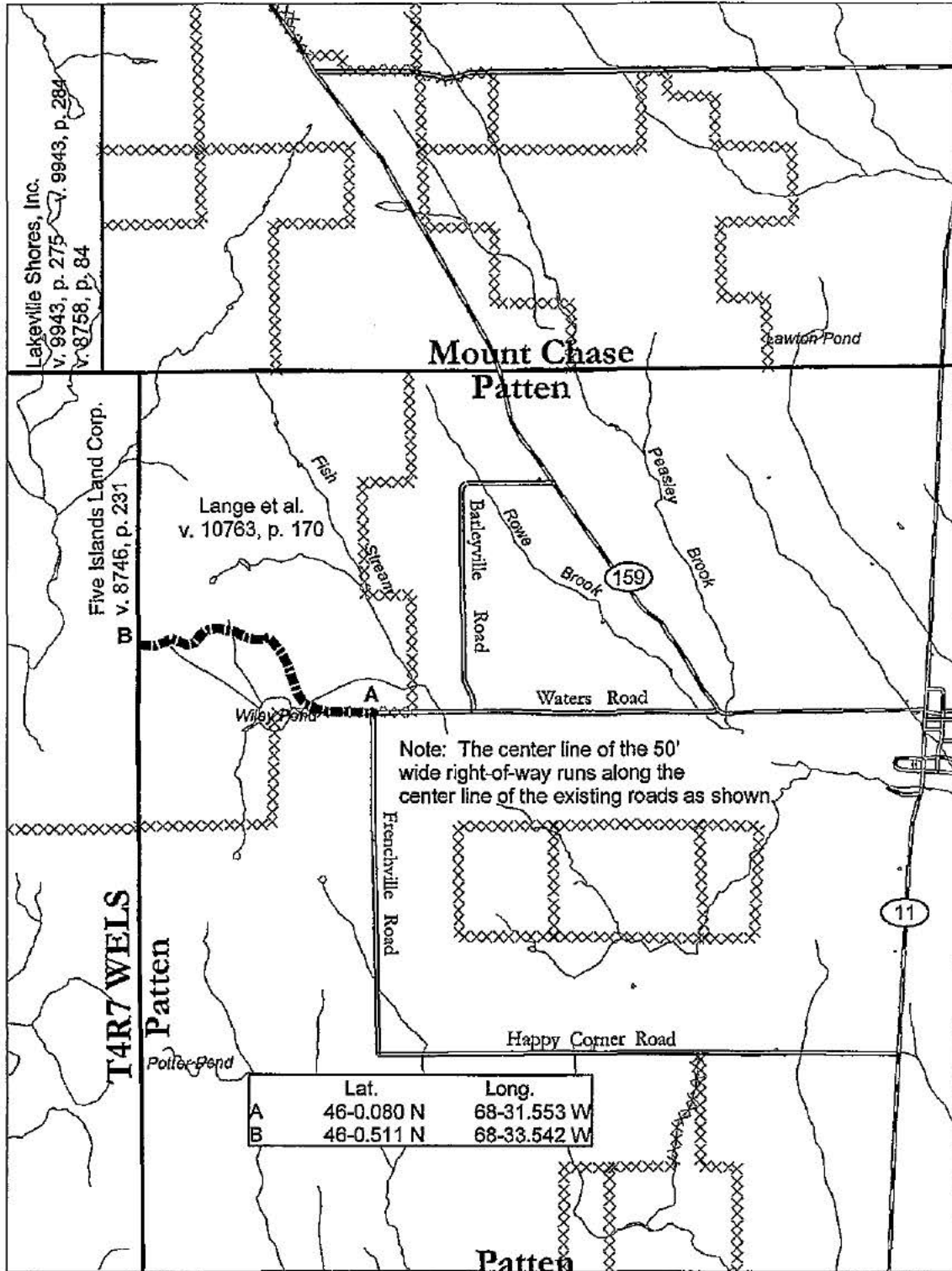
*Douglas M. Flagg*  
Notary Public/Attorney at Law

Print or type name as signed

**DOUGLAS M. FLAGG**  
NOTARY PUBLIC • MAINE  
MY COMMISSION EXPIRES MAY 15, 2014



Exhibit A  
Patten  
Granted Right-of-way



Lekeville Shores, Inc.  
v. 9943, p. 275  
v. 9943, p. 284  
v. 8758, p. 84

Five Islands Land Corp.  
v. 8746, p. 231

Lange et al.  
v. 10763, p. 170

T4R7 WELS  
Patten

 Granted Rights-of-way



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Patten  
5-21-07

**EXHIBIT B**  
**Right of Way Description**

Commencing at Point A in the centerline of an existing gravel road at its intersection with the Westerly sideline of the Frenchville Road, said Point A also being near the intersection of said Frenchville Road and the Waters Road; thence Westerly, Northeasterly and Westerly along the centerline of said existing gravel road to Point B on the common boundary between said Lange and Five Islands.

PENOBSCOT COUNTY, MAINE  
*Susan F. Beland*  
Register of Deeds

**From:** [Ross, Molly](#)  
**To:** [lucas.st.clair](#)  
**Subject:** Re: PEW report  
**Date:** Thursday, August 13, 2015 6:53:54 PM

---

Lucas, thanks so much for sending the attachments. Based on a quick look, I agree they are helpful. Please don't hesitate to share any other relevant information (including the McIntosh report).

Thanks so much, as well, for yesterday's tour. It provides a terrific foundation for thinking through the possibilities.

Molly

On Thu, Aug 13, 2015 at 8:02 AM, lucas.st.clair <(b) (6) [gmail.com](#)> wrote:

Hi Molly,

These are a bit outdated but I think that they are helpful.

Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)

**From:** [lucas.st.clair](mailto:lucas.st.clair)  
**To:** [Molly.Ross](mailto:Molly.Ross)  
**Subject:** PEW report  
**Date:** Thursday, August 13, 2015 6:07:46 AM  
**Attachments:** [Maine Report Part 2.pdf](#)  
[Maine Report Part 1.pdf](#)

---

Hi Molly,

These are a bit outdated but I think that they are helpful.

Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)



# Converting EPI Maine Woods Landholdings to Federal Ownership **AN ASSESSMENT**

By

**The Pew Environment Group**

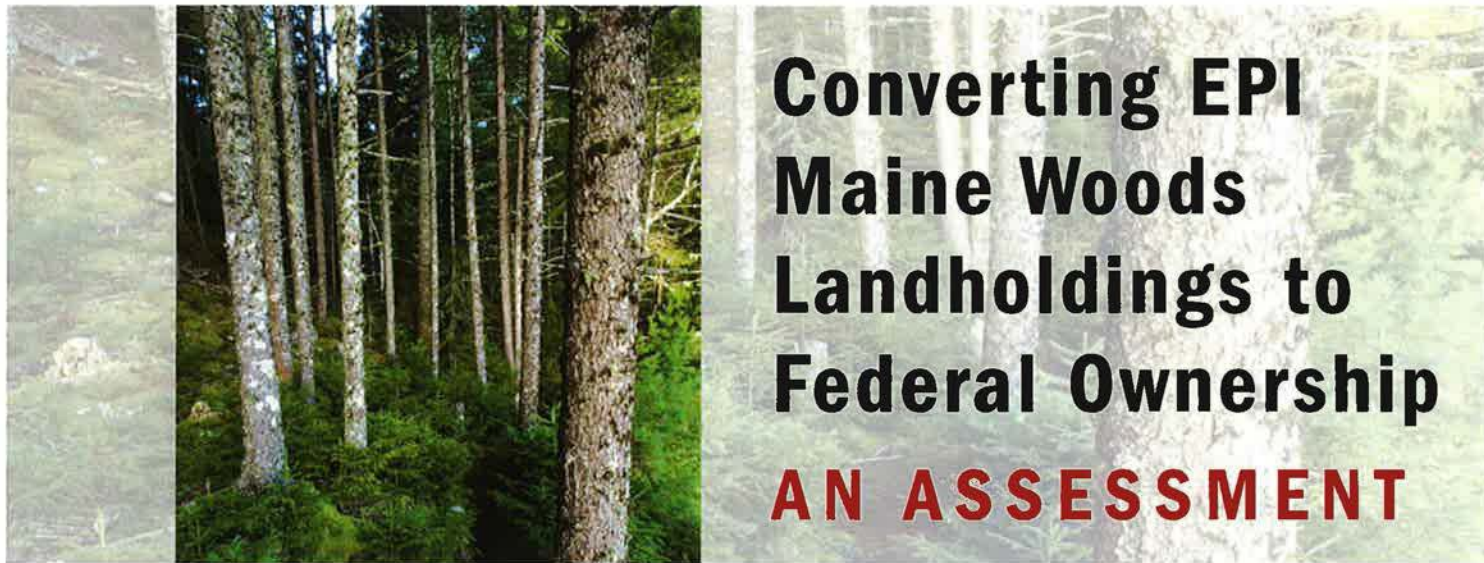
February 2011

**“Heaven is under our feet  
as well as over our heads.”**

— Henry David Thoreau, *Walden*







By

**The Pew Environment Group**

February 2011



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## OVERVIEW



In July 2010, The Pew Charitable Trusts (Pew) was provided a grant to assess the prospects of converting private property in Maine held by Roxanne Quimby and Elliottsville Plantation Inc. (EPI) to public land through designation as a national park or similarly protected unit.

Roxanne Quimby's stated goal is to achieve federal protective status by 2016, the 100th anniversary of the National Park System. Underlying this objective is an interest in not only protecting the property's natural resources but also creating an iconic national destination point to draw visitors to Maine's North Woods.

EPI holds approximately 120,000 acres in three separate tracts in Maine, two that are east and south of Baxter State Park in the North Woods and one that borders the Appalachian Trail south of Greenville. EPI also has purchased inholdings within Maine's only national park, Acadia. In addition, it holds similar parcels inside other units of the National Park System.

As outlined in the grant agreement, the following report provides:

- An analysis of attitudes among stakeholders in Maine about converting land from private to public status through a new national park or other formal designation.
- An assessment of likely supporters and opponents to this goal.
- An overview of the range of federal and other formal protective designations, including examples.
- An outline of a potential path toward securing national park or other protective designation for EPI holdings, including recommended media and outreach strategies and potential timelines associated with mounting such an effort.

This project was managed by a Pew working group composed of Jane Danowitz, director, U.S. Public Lands; Tom St.

Hilaire, manager, U.S. Public Lands; Charles Moore, senior officer, Planning and Evaluation; and Robert Stix, officer, Philanthropic Services. Together they have decades of experience in land conservation issues, public policy advocacy and campaign design. Pew's government relations and campaign staff, based in Washington, D.C., and Maine, provided input on the politics of the state's congressional delegation, newly elected governor and other key lawmakers.

To assist with this assessment, Pew also engaged two contractors. The first was Thomas Walker, an experienced economist who recently assisted in the Open Space Institute's evaluation of the best approach for conservation of property in northern Maine owned by the Plum Creek Timber Company. Pew also hired John Reynolds, a former deputy director and 39-year veteran of the National Park Service (NPS).

Walker conducted extensive interviews with 15 prominent stakeholders in Maine, including conservationists, business leaders and recreational groups, to assess interest in this effort and the viability of moving forward.

In addition, Reynolds tapped NPS personnel within the state, across the country and in Washington, D.C., to evaluate the suitability and feasibility of converting the EPI lands to NPS management.

Our assessment is divided into five segments. The first section provides an overview of the North Woods and EPI's landholdings. The second section offers an analysis of stakeholder attitudes regarding the North Woods, including opinions on EPI's landholdings and the feasibility of creating a national park. The third section focuses on key themes, challenges and opportunities that any effort to federalize land in Maine will face. This is followed by a thorough review of NPS units, including criteria for creation and use. Finally, we provide our recommendations for how best to move forward to meet the objective.

## THE NORTH WOODS AND ELLIOTSVILLE PLANTATION LANDS



### A. THE LANDSCAPE

Maine's North Woods is a unique and nationally significant ecological and scenic resource worthy of representation in the National Park System. It consists of 10 million acres, "the greatest undeveloped area east of the Rockies," according to the National Parks Conservation Association, includes mixed northern hardwood and conifer forestland and is home to more than 20,000 species of wildlife, including moose, lynx, black bears, coyotes, beavers, otter, ruffed grouse, loons, char and blueback trout. Included within its boundaries are two of the best-known wild rivers of the northeastern United States: the St. John and the Allagash. This is the land made famous by American poet and author Henry David Thoreau in his landmark book *The Maine Woods*, in which he celebrated the wild nature of the region and reflected on "the continuousness of the forest."

The Maine Woods are in the Northern Forest Ecoregion, as defined in Bailey's ecoregions, an ecological mapping system produced by the U.S. Forest Service and used as the standard for ecoregion definition by the federal government. The ecoregion is subdivided into the Atlantic Maritime Highlands and the Northern Appalachian Forests.

EPI holds approximately 120,000 acres in Maine's Northern Appalachian sub-ecoregion. According to Reynolds, this type of ecosystem is not currently represented in the National Park System in any biologically meaningful way and so is considered unrepresented.

EPI's land includes three large tracts of the North Woods that both individually and in total could qualify for addition to the National Park System. The first block of EPI land covers about 74,000 acres and is adjacent to and east of Baxter State Park. It includes the East Branch of the Penobscot River and an expansive view of Mount Katahdin, Maine's highest peak. From an ecological point of view, the Baxter Penobscot Unit provides a logical extension of the current state park.

The second block includes about 10,000 acres and consists of a large natural node along the Appalachian Trail with a wide array of potential benefits to its users as well as other visitors to the North Woods. Although perhaps not as scenically spectacular as the Baxter unit, it comprises a solid block of typical North Woods ecosystem and could be used effectively for recreation purposes, especially those associated with the trail.

The third area does not abut the Appalachian Trail but is mostly adjacent to lands owned by the Appalachian Mountain Club (AMC).

### B. RECENT PARK AND CONSERVATION INITIATIVES IN MAINE

Current public attitudes toward the Maine Woods are strongly influenced by the history of land use in the region. Throughout the 19th and 20th centuries, most of the northern woodlands were owned by individuals, families and companies that cut the land for timber and pulpwood. Although the lands were privately held, owners generally adhered to a long-standing tradition of granting the public broad rights of access for hunting, fishing, camping and other forms of outdoor recreation.

The role of the federal and state governments in land management has traditionally been minimal. Federal presence was limited to a small area in western Maine that became part of the White Mountain National Forest in 1918. Government ownership was generally limited to the state's "public lots"—undeveloped lands unsurveyed by the state when it joined the Union, but still owned and managed by it—and there was virtually no federal involvement.

The one major exception has been Baxter State Park, created in 1931 by former governor Percival Baxter, who donated tens of thousands of acres for a wilderness park that largely



prohibited commercial timber harvesting. Although it was controversial at the time, the park today stands at more than 200,000 acres and is a popular recreation destination that includes Maine's highest peak, Mount Katahdin. Limited hunting and snowmobiling are allowed in specific parcels within the park.

It should be noted that, although the park is a state entity, it is managed independently. It is not supported by taxpayers but is funded through a combination of revenue from trusts, user fees and the sale of forest products on nearly 30,000 acres in the park's northwest corner. The area has been under active management for more than 20 years and conducts sustainable, Forest Stewardship Council-certified management.

Perhaps the most visible and controversial effort to protect the North Woods is RESTORE's advocacy for a 3.2 million-acre Maine Woods National Park, an area larger than Yellowstone and Yosemite combined. The RESTORE effort has largely been ignored or criticized by more mainstream environmental groups, including Maine Audubon, The Nature Conservancy and the Appalachian Mountain Club, as not providing a politically feasible solution to the region's land protection needs.

Instead, during the past several years, most environmental groups have focused on securing landscape-scale conservation through the Keeping Maine's Forests (KMF) initiative. KMF was developed through a partnership of forest products and conservation groups and the state of Maine with the backing of outgoing governor John Baldacci, a Democrat. Its emphasis is on protection of working forests rather than creation of parks or wilderness. KMF has identified two areas for pilot projects, one in Down East Maine and the other in the state's western mountains. These projects are designed to involve multiple landowners and test the effectiveness of fee acquisitions, working forest easements, and various other stewardship arrangements that reduce the likelihood that working forests will be converted to other uses. KMF is seeking \$25 million in federal funding to support the pilot initiatives.

In addition, a second landscape scale initiative that may be relevant to northern Maine is Wildlands and Woodlands. Launched in May 2010 by the Harvard Forest of Harvard University, this regional vision calls for permanent protection of 70 percent of the existing forests in New England, with 10 percent of these forests designated as "wildland reserves" and the remainder as working woodlands. Our interviews indicate

that the implications of the Wildlands and Woodlands effort are unclear and that it is unlikely to gain much traction because it might put a large portion of forests in northern Maine off limits to logging.

### **C. CRITICAL ISSUES IN THE NORTH WOODS: THE ECONOMY AND JOBS**

The decline of the timber industry, the area's dominant economic force, has put the issues of jobs front and center in any land use debate. In Millinocket, the situation is especially dire. For many years, Great Northern Paper operated the Millinocket and East Millinocket mills, which were the town's major employer. But when the company declared bankruptcy in 2003, the situation changed. Initially, both continued to operate under new ownership, but the Millinocket mill closed in 2008. The East Millinocket mill, though still operating, has struggled, and active efforts to sell both mills are underway.

Our interviews indicate that the mill closures and generation decline of the timber industry have been met with a mixed response around the state and in Millinocket. Many hold out hope that the industry can be resuscitated, while others are increasingly coming to the conclusion that the region's best prospects may be growth in recreation and tourism.

Nonetheless, even those who are dubious about a revival of the wood products industry remain skeptical that the state's future economic recovery lies in a more robust tourism sector, where wages are decidedly lower than those paid by the mills. This is an underlying source of potential resistance, or at least ambivalence, to land conservation options that are perceived as leading to lower-paying, less-respected jobs. "Making beds is just not the same as making paper" is a familiar refrain. This reflects not only residents' concern about the reduced pay of hotel, restaurant and other hospitality jobs, but also the strong dislike, at least among some in a state where independence is valued, of working for "the people from away."

Economic forces have left the region with an aging and underemployed population as young people have moved elsewhere, often to find work in Augusta, Portland and points south. From a demographic perspective, Maine is the oldest state in the nation. Most of our interviewees perceive EPT's addressing of the jobs issue as the most critical factor

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in whether it will gain broader public support for its land conservation initiatives.

In addition to the loss of timber industry jobs, the other major factor defining attitudes about the future is the major restructuring of land ownership in northern Maine. Much of the forestland previously owned by large integrated pulp and paper companies has been sold, often to timber investment management organizations (TIMOs) or real estate investment trusts (REITs). Generally, TIMOs and REITs are managed to maximize financial return to their investors and, accordingly, focus on the sale and development of valued property. Plum Creek Timber is the largest TIMO/REIT in Maine, owning approximately 1 million acres.

There is a general consensus that these new owners are managing their lands more aggressively than paper companies and family ownerships did in the past. Many perceive the TIMOs and REITs to be cutting more heavily; one interviewee noted that Plum Creek is “cutting as if it’s the last time.” There also has been an increase in activity by

“liquidation harvesters.” These are logging contractors who purchase land, strip it of all merchantable fiber and then resell the property. One interviewee suggested that this has longer-term economic implications because harvests in northern Maine are now considerably in excess of sustainable levels—“a fact that the Maine Forest Service has not been willing to acknowledge.”

Despite the lack of consensus about the best road for the region’s economic future, the loss of private land that was once for all intents and consequences treated as public is a growing concern. Because of this, land trusts and other conservation groups have had success in protecting and keeping open thousands of acres through fee acquisition and easements. Since 1998, more than 2 million acres—about 23 percent of the Maine Woods—have been conserved through fee acquisitions or working forest easements that prohibit development. Through these initiatives, a broad corridor of protected lands has been created that runs from Baxter State Park southwest to the town of Greenville.



## POLITICAL AND STAKEHOLDER PERSPECTIVES



This section of our report, based primarily on Pew's interviews with key opinion leaders in Maine, provides general background on the economic, political and stakeholder context in which decisions about future designation of EPI lands will occur. We interviewed many key stakeholders and opinion leaders on land use for this assessment. The discussion is organized around four major categories of stakeholders: policymakers and administration leaders, outdoor recreation groups, the forest products industry, and conservation interests. These groupings are not always mutually exclusive but do provide a useful political taxonomy. Also, as discussed in greater detail later in the report, stakeholder positions on land use issues are often pragmatic and, in the case of EPI land disposition, will vary based on the specifics of the foundation's plan.

### A. THE OBAMA ADMINISTRATION AND CONGRESS

The Obama administration has gotten off to a slow start in reversing what many environmentalists saw as industry-favoring conservation policymaking by the previous administration. President Obama has visited the National Park System just a few times and appears to have no strong ties to it. In 2008, he traveled to Montana and Arizona's Grand Canyon with his family but stayed for only hours at each place. Interior Secretary Ken Salazar, a former senator from Colorado, is known as a moderate who is willing to make deals with extraction interests when necessary. His agency has a mixed record on oil and gas development, including offshore production, and took what many consider a "dive" on cap-and-trade legislation to reduce the impact of global warming. The administration's recent directive to reverse the Bush-era practice of limiting new wilderness designation, though well received, was issued two years into the term, and its signature land conservation initiative, America's Great Outdoors, still lacks detail.

Relevant to this analysis is the importance the administration places on local support and collaboration for conservation initiatives. Salazar's recent directive to designate new "wild lands" on Bureau of Land Management holdings was explained as being "based on the input of the public and local communities through its existing land management planning process."

The change of leadership in the U.S. House of Representatives and the small margin by which Democrats now hold the majority in the U.S. Senate also will make passage of legislation to create new federal designations challenging. Even in the 111th Congress, where Democrats held both houses by significant margins, more than 160 public lands bills, including those passed by one chamber or committee, came up short. There were multiple reasons for this, some not directly related to the proposals themselves. One was the continued opposition by Sens. Tom Coburn (R-Okla.) and Jim DeMint (R-S.C.) to lands protection bills based on taxpayer ground. Both senators are expected to play an even larger role in the 112th Congress and are backed by newly elected tea party allies.

In the House, the Natural Resources Committee, which has jurisdiction over national parks, is chaired by Rep. Doc Hastings (R-Wash.), a conservative who has said: "Our goal will be to hold the administration accountable and get much-needed answers on a range of issues, including the de facto offshore drilling moratorium in the gulf, potential new monument designations and plans to lock up vast portions of our oceans through an irrational zoning process."

Finally, the push for smaller government and a reduced federal deficit associated with tea party-backed candidates will mean that any new initiatives, including those involving natural resource protections, will be closely scrutinized for their cost. House Speaker John Boehner (R-Ohio) has announced that his party will follow the "cut-go" rule requiring that any new program be accompanied by a spending reduction on an existing government program

of equal or greater size. How this will be sorted out with defense and homeland security issues or by the U.S. Senate is not yet clear. Regardless of whether Congress ultimately adopts cut-go or follows the slightly less restrictive “pay as you go” approach, the rhetoric about saddling the federal government with any new expenses is likely to be extensive. Adding federal land to a national system already experiencing an estimated \$10 billion maintenance backlog is likely to generate strong opposition, at least in the short term, from tea party supporters and deficit hawks.

## **B. MAINE POLITICAL LEADERS**

To even a casual observer of Maine politics, it is quickly evident that the northern part of the state—sometimes defined as the area north of Route 2 (“the Volvo line”)—is more conservative and skeptical about land conservation initiatives. This broad generalization, however, masks a political environment composed of many stakeholders with different interests and motivations that interact in a more complex manner than the simple political truism would suggest.

The future of all of these landscape conservation efforts, including the more moderate KMF proposal, at least in the short term looks bleak. With a tea party-backed governor now at the helm and Congress likely to cut federal spending, particularly in the area of natural resource protection, the partnership’s future is unclear.

In November, conservative Paul LePage (R), backed by the tea party, won a three-way race for Maine governor. Nothing he has said to date suggests that he would be supportive of creating a new park or promoting other land protection initiatives. During the campaign, he complained that conservation groups “run the state,” and he wants to make environmental regulations more business-friendly. He has talked about eliminating the Land Use Regulatory Commission and Land for Maine’s Future, the state board that has protected thousands of acres through acquisition. The Maine House and the Maine Senate now have a Republican majority for the first time since the mid-1970s.

Reflecting the independent nature of the Maine voter, the state’s two Democratic representatives were reelected in November in a year when many of their congressional party colleagues took a tumble. Both Maine senators, Republicans Olympia Snowe and Susan Collins, are moderates and have been generally supportive of conservation measures in the state, though largely on private lands. Neither has endorsed the idea put forth by RESTORE to create a 3 million-acre national park, and interviews with staff from their offices would suggest that both will be reticent at least in the foreseeable future to back a federal park. Snowe is up for reelection in 2012 and is expected to face a challenge by a tea party-backed candidate in the primary, making it likely that she will be careful not to anger conservative voters or go out on a limb for what is perceived as a left-leaning issue. In an interview with her staff, Pew discerned her support for expanding existing national parks and public lands but also learned that her opposition to new national parks is strong. She prefers land use issues to be as local as possible. She believes that the specifics are important and wants public access to recreation and sustainable harvesting, activities that national parks may restrict. Her position is that even if federal entities initially allow these activities, the rules can be changed administratively. She also believes the whole concept of converting EPI lands to national park status is very controversial. The staffer did not rule out Snowe’s support for federalizing Quimby’s land but was not at all hopeful. Sen. Collins, who faces reelection in 2016, has new staff that was not familiar with this project.

State involvement in Maine Woods issues occurs through a variety of government entities. The Land Use Regulatory Commission is responsible for regulating land use and development in the unorganized townships, and it would be important to develop a better understanding of how LURC would interact with a federal entity. The state’s Bureau of Parks and Lands and the Department of Inland Fisheries and Wildlife own land in northern Maine, and some interviewees suggested that donation of EPI lands to these organizations would be preferable to federal designation. The Land for Maine’s Future program coordinates conservation purchases for the state and might be a potential partner for EPI, although, as the AMC has learned, use of public funds creates certain obligations for public access that may not be desirable from EPI’s perspective.



## C. OUTDOOR RECREATION STAKEHOLDERS

There are four major stakeholder groups whose primary focus is on outdoor recreation and access issues:

The **Sportsman's Alliance of Maine (SAM)** represents hunting and fishing interests in the state. SAM has been a major proponent of traditional use access rights and under the leadership of George Smith has been described as one of the strongest lobbying organizations in the state. Smith recently retired, and Tim Bell has been appointed SAM's new executive director. SAM's current initiatives include promoting native fisheries and addressing decreasing deer populations. Historically, SAM has opposed federal designation for lands in northern Maine. The organization was very active in the recent controversy about the incorporation of Katahdin Lake into Baxter State Park, demonstrating its ability to flex its muscle on land conservation issues.

The **Maine Snowmobile Association (MSA)**, led by Bob Meyers, has been a powerful political force in Maine. MSA represents approximately 290 snowmobile clubs and boasts about 30,000 members in total. With regard to land conservation initiatives, the primary focus of MSA is ensuring continued access for snowmobilers, particularly to the Interconnected Trail System (ITS), a joint program of MSA and the Snowmobile Program of the Maine Bureau of Parks and Lands. MSA has been quite effective in mobilizing statewide campaigns in support of its interests. In recent years, its primary target has been the Appalachian Mountain Club, which MSA accuses of using public funds to buy lands that AMC then put off limits to the snowmobile community.

The off-road vehicle community in Maine is represented by **ATV-Maine**. We did not interview this organization, but comments from other interviewees suggest that this group is generally a less important political player in northern Maine conservation and recreation issues. Most large landowners are averse to opening their properties to ATVs because of the damage they cause and the significant costs of repair. Land use decisions to ban ATVs appear to be the norm. Although recreation and tourism interests would like to promote an expansion of ATV use in northern Maine, this is unlikely to receive broad support from the landowner community. Other outdoor recreation groups seem perfectly willing to "throw the ATV crowd under the bus."

The **Maine Woods Coalition (MWC)** supports private property interests and promotes off-road vehicle recreation and commercial and industrial uses of the region's forestlands. Gene Conlogue, the Millinocket town manager, is vice chair of the organization. MWC is strongly committed to preventing the creation of a national park in northern Maine and even opposes working forest initiatives such as KMF. The MWC website identifies members of its steering committee with TIMO and forest products affiliations, as well as an individual with links to a local snowmobile club. According to our interviews, MWC also has a following in Millinocket and Greenville, although it was noted that Greenville is not really a gateway community for a potential park located east of Baxter.

## D. FOREST PRODUCTS INDUSTRY

A variety of stakeholder interests exist within the forest products sector, including a number of subcategories of landowners, logging contractors and manufacturing interests. Each of these groups will probably have a somewhat different perspective on federal designation of EPI lands.

### Privately Held Timber Companies

Although timberland ownership has undergone an enormous restructuring since the 1990s, our interviews suggest that the long-standing owners (typically representing private family interests) have the greatest influence in Maine political circles. Four key players are J.M. Huber, Prentiss & Carlisle, Baskahegan, and the Seven Islands Land Co. (Pingree family). These companies, though not the largest landowners in the state, have owners and senior managers who are important opinion leaders as a result of their long-term involvement with working forests in northern Maine. Interviewees frequently cited Peter Triandafillou (Huber), David Carlisle and Don White (Prentiss & Carlisle), Roger Milliken (Baskahegan), and Steve Schley (Seven Islands) as highly respected industry leaders. In addition, Marcia McKeague of Katahdin Forest Management, a newer company that took over management of some of the Great Northern Paper lands around Millinocket, has a reputation as one of the more creative thinkers in the industry.

## Investment and Real Estate Trusts

The TIMOs and REITs are generally perceived to be less influential in Maine politics. These groups lack long-term ties to Maine's forests and often are described as opportunistic investors who will continue to come and go, and whose interests are not as clearly aligned with community economic development needs. Major TIMO/REIT players include Plum Creek, GMO Renewable Resources and the Forestland Group. J.W. Irving, a Canadian company with large holdings in the most northerly regions of Maine, generally engages politically only where its interests are directly affected—not likely in the case of decisions regarding EPI lands. Interestingly, almost none of the interviewees identified specific individuals associated with the TIMOs and REITs as important to the conversation about the disposition of EPI lands. The Forestland Group, however, does have an important parcel that bisects EPI lands east of Baxter and would be a natural addition to EPI's holdings.

## Logging Contractors

The third, and least respected, category of landowners consists of the “liquidation harvesters.” Prime examples of this group are the H.C. Haynes and Gardner companies. As noted previously, these firms, originally established as logging contractors, have relatively short time horizons and are viewed by many observers as engaging in unsustainable over-harvesting. Nonetheless, Haynes owns lands in proximity to EPI and could be important if future acquisitions are a component of EPI's federalization strategy (e.g., lands for mitigation).

## Mills and Producers

Paper mills, sawmills and the logging and trucking contractors make up the last major stakeholder group within the forest products sector. These groups were reported to be less directly engaged in debates about land use in northern Maine. But given the importance of jobs and economic development in the region, some interviewees suggested that EPI could benefit by soliciting support from these interests. In particular, we received several suggestions that Roxanne Quimby consider opening a dialogue with Lynn Tilton, whose private equity firm purchased the paper mill in Old Town with the goal of producing biofuels.

## Forest Products Trade Association

Finally, at the statewide level, the forest products industry is represented by the Maine Forest Products Council (MFPC). One industry participant, however, recommended that EPI not involve this group in discussions about the disposition of EPI lands, saying the MFPC has difficulty embracing new ideas. It was suggested that, at least initially, direct contacts with the sector's opinion leaders would probably be more productive.

## E. CONSERVATION ORGANIZATIONS

Conservation groups with an interest in Maine Woods issues operate at the regional, state and local levels. Some of these groups are primarily focused on conservation of biodiversity and ecosystems, while others get involved in a broader range of issues, from environmental advocacy to the provision of outdoor recreation opportunities.

The **Natural Resources Council of Maine** (NRCM) has been a long-standing participant in the debate about federalization of lands in the region. NRCM continues to support the idea of a 3 million-acre Maine Woods National Forest that would accommodate the full range of uses, from timber and pulpwood production to wilderness. Generally, the organization is viewed as a strong advocate for land protection and took a lead role in opposing Plum Creek's Moosehead development proposal, including the filing of a lawsuit challenging the LURC permit. Given its past positions, NRCM can be expected to be broadly supportive of federalization of EPI lands.

**Maine Audubon** also operates at the statewide level but historically has been somewhat less active in northern Maine conservation issues, although it did assume a prominent role in the opposition to the Plum Creek development. In general, Maine Audubon can be considered a less important player in discussions about the disposition of EPI lands; given its Plum Creek experience, one observer noted that the organization may be a somewhat reticent advocate for a federal park or recreation area unless there is broader support from across the spectrum of stakeholder groups. Maine Audubon owns

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a preserve at Borestone, near Greenville, and thus is a conservation neighbor of EPI.

By contrast, the **Appalachian Mountain Club** (AMC) has been an important, and sometimes controversial, participant in conservation and recreation issues in the Maine Woods. During the past decade, AMC has protected more than 66,000 acres near Greenville and developed lodges and trails for public use of its lands. Some of the organization's land is in ecological reserves, and some is also sustainably managed for wood products. AMC's policies have raised the ire of the Maine Snowmobile Association, which mounted a statewide campaign to force the reopening of snowmobile trails on AMC land. Because of the controversial nature of a national park or other federalization option, AMC is more likely to be an active supporter of EPI initiatives if its support is part of a broader stakeholder consensus.<sup>1</sup>

**RESTORE** is the organization that has been most active in promoting a large national park for northern Maine. RESTORE's efforts to create a 3 million-acre park have been widely vilified in the region, and the organization is viewed by many as a small cadre of environmental extremists from within Maine and outside the state. Although RESTORE's goals might align with EPI's in some areas, the negative

public perception of RESTORE strongly suggests that the organization's support would hinder rather than help EPI achieve its objectives.

Other major conservation groups active in northern Maine include **The Nature Conservancy** (TNC), the **Forest Society of Maine**, the **Downeast Lakes Land Trust**, the **Chewonki Foundation** and the **Trust for Public Land** (TPL). TNC owns a substantial amount of land between Baxter and Greenville but typically does not take positions on issues such as a Maine Woods national park. The Forest Society has been involved in the crafting and holding of conservation easements, particularly working forest easements, and in this regard might have a role to play in EPI's strategy. The Downeast Lakes Land Trust may be able to provide valuable insights into techniques for working effectively at the local level to build broad-based public support for land conservation. The Chewonki Foundation runs outdoors programs for young people and, with its extensive operations in the Maine Woods, might be supportive of EPI's objectives. Finally, TPL has worked with the state, EPI and others to create conservation easements through the Land for Maine's Future initiative and the federal Forest Legacy program.

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<sup>1</sup> It should be noted that Pew currently provides financial support for AMC as part of its Northeast Land Trust Consortium project, which provides funding, on a matching basis, for private land conservation in the region. TNC, the Downeast and other local land trusts also have been beneficiaries of this program.





## THEMES, CHALLENGES AND OPPORTUNITIES



The Pew interview process revealed that EPI faces many very specific issues and challenges within the broader economic, conservation and political context. For discussion purposes, it is convenient to organize these into four topic areas: jobs and the economy, federalization, access, and process and public relations considerations.

### A. THE ECONOMY AND JOBS

As noted previously, any conversation about land use in the Maine Woods quickly shifts to a discussion of jobs. This appears to reflect an underlying view that you can conserve land or create good jobs but that is not feasible to do both simultaneously. For many residents of northern Maine, land that has been protected is seen as a parcel removed from the regional wood basket. One interviewee offered an oft-cited estimate that for each 1,000 acres taken out of working forests, three jobs are lost in the wood products industry. Jobs associated with increased recreation and ecotourism are perceived to be low-paying and vastly inferior to those that would be created if the land were used to provide wood for Maine's forest product industries. Business interests in Millinocket also expressed concern about the potential negative impacts of the Clean Air Act on the paper industry if a national park is located in the region, although the law applies only to parks that existed when the act was passed.

Many interviewees noted that EPI will need to shift the terms of the federalization debate by highlighting economic opportunities that would be created by a national park or other types of federal, state or private land protection. This view is widely held across the political spectrum; the mainstream environmental groups, such as Maine Audubon and NRCM, share this perspective with stakeholders whose primary concern is economic development. KMF has reached a relatively broad consensus on land protection

through its emphasis on promoting working forests (rather than ecological reserves) in northern Maine.

A number of stakeholders mentioned the lack of independent information on the impact that a national park or other ecotourism or recreation initiatives would have on the northern Maine economy. A study commissioned by RESTORE that was conducted in 2001 by University of Montana economist Thomas Power is not viewed as credible, given the organization's support for a 3 million-acre national park. Several interviewees suggested that EPI should fund a neutral entity to conduct an economic benefits analysis to provide some sound data and reference points for further discussion on the future of these lands. Several observers cited the work of a Bowdoin College economics professor, David Vail, on ecotourism in Maine as a promising starting point for such a study. The economic impact analysis work of Charles Colgan, professor of public policy and management at the Center for Business and Economic Research of the University of Southern Maine, was also cited as potentially useful. Several individuals also suggested highlighting the economic activity being generated by the AMC initiatives around Greenville.

Other interviewees, however, questioned whether another jobs study would really change any views about how protecting lands in northern Maine could generate jobs through ecotourism and recreation. One individual suggested that the money might be better spent on an initiative that would create direct economic benefits or opportunities for local people, although no specific option was put forward.

When discussing the ability of EPI to do something for the local economy, a number of individuals, without being very specific, emphasized the need to "show a commitment to working forests." Ideas mentioned included (1) getting directly involved in funding economic development initiatives; (2) helping to ensure the sustainability of future wood supplies; and (3) working with some of the area's

manufacturing facilities. Ensuring some annual payment in lieu of taxes for a park is another option for reducing local opposition to federal designation. Several others noted that EPI efforts should bring greater focus to the unexploited economic potential of nonconsumptive outdoor activities such as birdwatching and moose viewing.

Several individuals proposed an alliance between EPI and other charitable entities within the state that have traditionally been more involved in economic development issues as an effective way to alter the perception that EPI is not interested in the health of the local economy. The Sewall Foundation was mentioned as a potential partner, based on its efforts on guided outdoor ventures and ecotourism. The relationship would have to be carefully managed and promoted. Another interviewee pointed out that the economic development activities of the Tillotson Fund in northern New Hampshire for sustainable forestry have not been widely recognized by the public.

Finally, a Greenville resident even suggested that EPI could benefit from supporting new initiatives unrelated to conservation such as education. Former senator George J. Mitchell and author Stephen King have been involved in efforts to improve student learning, and this kind of assistance has been greatly appreciated in the region.

Overall, the interviews produced a broad consensus that if EPI is going to build broad support for its initiatives, it will have to shift the terms of the debate to the positive economic impacts of a national park (or other federally designated area) instead of focusing on ecosystem protection benefits. As one environmental leader put it, EPI must develop “a narrative that a banker could believe in.” He characterized this as something “bold and compelling that will probably require collective philanthropy.”

## **B. FEDERALIZATION ISSUES**

The interviews confirm that any proposal for a Maine Woods National Park will be contentious, particularly in the northern and most directly affected parts of the state, where opposition to a national park is broad-based and strong. Many of the opinion leaders we interviewed began by figuratively “drawing a line in the sand” to highlight

their long-standing opposition to a national park. These sentiments were strongest among the timber and motorized vehicle interests as well as individuals most concerned about the region’s economic future.

Some of these same stakeholders, as well as those with strong ties to the conservation community, also said that they do not believe the EPI lands have unique characteristics that qualify them for national park or other federal status. Representatives from the environmental community and state government wondered aloud whether the goals of protecting the landscape might be better served through solutions that skirted the pervasiveness of anti-park feelings in northern Maine.

It should be noted, however, that even some of the most ardent opponents became less strident when possible alternatives to the traditional national park model are mentioned. There was broad agreement that if a federalization initiative were to succeed, it would have to accommodate a wider range of uses than generally associated with a national park. To the extent that federal designation options could accommodate activities such as hunting and off-road vehicle use, interviewees appeared more open to discussing the idea of federalization of EPI lands.

For example, one might consider a federal corridor protecting the extension of the Appalachian Trail across EPI lands, coupled with some other form of protection for the lands not under direct federal protection. Another idea is to focus federalization on EPI lands around Greenville, perhaps enhancing protection of the AT in that region. Representatives of outdoor recreation and economic development interests were clear that they are willing to explore these kinds of alternative federal designations.

One interviewee, however, cautioned against an approach in which a national monument is created through an executive order of the president, believing that this would unleash a major battle in northern Maine about the development of the management plan for the newly created unit of the National Park System.

Timberland owners’ opposition to a national park is grounded on two similar but distinct concerns. The first is the worry that conversion of existing EPI lands to a national park is the “camel’s nose under the tent” that over time would lead to a greatly expanded entity and reduction in working woodlands



acreage to levels too low to ensure an economically viable wood products industry. This concern also includes a “shadow effect” whereby landowners adjacent to a new park would not be able to harvest timber near its boundaries, which some contend already occurs around Baxter State Park. The wood products industry also points out that park expansion would remove the property from the state tax base and thus increase the tax burden on remaining private landowners.

Within the landowner community, however, there is recognition that the total current acreage of EPI lands is relatively small and that this land has already been permanently removed from the wood basket. A park or federal designation would appear less worrisome if future expansion were somehow prevented. Concerns about park expansion were an issue for Acadia National Park before the 1980s, but relations with local residents improved after Sen. George Mitchell successfully authored legislation that permanently limited the size of the park. Our interviews indicate that similar types of restrictions might lower opposition to federal designation of EPI lands.

We also heard specific suggestions about activities that could enhance the value of federal designation for EPI lands. The creation of a center similar to the Schoodic Education and Research Center at Acadia could provide valuable science focus for a park. Alternatively, we heard several recommendations for creating a scientific forest management area similar to what exists in Baxter State Park.

A number of interviewees suggested that EPI give greater consideration to nonfederal alternatives. Lands could be donated to the Department of Inland Fisheries and Wildlife or to the Bureau of Parks and Lands. A commonly asked question was whether EPI lands could be folded into Baxter State Park, which to many seemed like a logical and perfectly reasonable way to protect the ecosystems and avoid the controversy of federalization.

However, when we informed stakeholders that one possible approach might involve merging Baxter and EPI lands into a single contiguous federal entity (with no impact on Baxter governance), there was a consensus that this probably would be incendiary. Those we spoke to cautioned that any strategy for protecting EPI lands should steer well clear of proposals perceived as introducing a federal presence at Baxter. Opponents to a new NPS unit often cite the fact that Gov. Percival Baxter, who donated the land for the park that bears his name, personally opposed making it a national entity.

## C. OUTDOOR RECREATION STAKEHOLDERS AND ACCESS

Issues of access—whether for off-road vehicle use or hunting and angling—loom large in any effort to federalize EPI land. Traditional outdoor recreation advocates and private landowners voiced concerns about access issues that might arise with federalization, though the perspectives and interests of these groups often were quite different.

Northern Maine has a large system of interconnected snowmobile trails, and snowmobile interests seek to ensure that key links in the system remain open. For the EPI lands east of Baxter State Park, the primary issue has been ensuring that snowmobiles can continue to travel from Millinocket to Matagamon. According to MSA, the ongoing dialogue with EPI on this issue has been very successful. The group described EPI’s purchases of land east of the East Branch as “very smart” and providing substantial flexibility in ensuring access. MSA’s desired access has been built into the initial agreements on the EPI lands that are included in the fee and easement deal with the state being brokered by the Trust for Public Land. This has been facilitated by EPI purchases of land east of the East Branch and EPI’s willingness to place trail easements across these parcels.

Another major access issue relates to the long-term status of the Mount Katahdin lookout trail, a popular snowmobile route that crosses property of the Forestland Group. This land bisects EPI’s holdings east of Baxter State Park and thus lies within the core of the area that is being discussed for national park or other federal protective status. EPI could certainly increase its popularity with the snowmobilers if it were to purchase the Forestland property and provide permanent protection for the trail. Allowing motorized uses in this area may be inconsistent, however, with the EPI objective of maintaining a wilderness experience on lands west of the East Branch of the Penobscot River.

Finally, snowmobile access issues have not been completely resolved on EPI lands around Greenville. An MSA representative stated that the only issues his organization has in that region are with the Appalachian Mountain Club, which used federal and state funds to acquire lands in the vicinity on which motorized use is not allowed. Although the AMC may be taking most of the heat at present on snowmobile access around Greenville, the EPI segment



seems likely to resurface as an issue and is therefore an important potential bargaining chip for EPI in its discussions with the snowmobile community.

Pleasing other potential off-road vehicle users of EPI lands poses greater challenges. By most accounts, all-terrain vehicles (ATV), which run on dry land, are much more damaging than snowmobiles. Most private landowners in northern Maine do not allow ATV use on their property because of the significant damage these vehicles can cause to roads and trails. Accordingly, EPI restrictions on ATV use do not stand out; they are in fact the norm.

But some in Millinocket view promotion of ATV use as an important avenue for expanding the tourist economy. ATVs can be used for a greater percentage of the year than snowmobiles, thus promising greater economic benefits from users who visit and vacation in the area. It should be noted that expanded ATV use is not being promoted by snowmobilers or other outdoor interest groups such as hunters and anglers.

The other major outdoor-use stakeholders are hunters and anglers, predominantly represented by the Sportsman's Alliance of Maine. The group appears quite pragmatic in its approach to the EPI holdings and is interested in access based on the quality of hunting and fishing on specific land parcels. The sportsmen's place-based approach could create opportunities for building support within this community to secure EPI's long-term objectives.

In general, SAM has lobbied to allow only walk-in hunting on EPI lands and has not advocated for use of motorized vehicles. However, this could be because sportsmen generally agree that EPI lands east of Baxter are not prime property for deer hunting as a result of cold winters, coyote predation and previous logging. Because of this, SAM estimated it could take 50 to 75 years before this section of EPI land could be good hunting grounds.

SAM's representative also noted that places where hunting is banned, or sanctuaries, can have beneficial impacts on deer populations across the region. Thus an EPI approach that is flexible enough to address uses on a parcel-by-parcel basis, mixing areas of walk-in-only hunting and no-hunting sanctuaries across the landscape where habitat is being restored, could garner the support from at least some segment of the sportsmen's community.

SAM also discussed how the process for creating no-hunt sanctuaries can have an impact on their acceptance by the stakeholder community. As an example, it was noted that AMC and TNC have proceeded differently with regard to bear hunting stands. AMC simply banned the practice, while TNC has implemented policies that phase out this type of hunting as current guides retire. TNC's approach was reported to have resulted in less controversy while ultimately achieving the same ends. Similar approaches could be applied to current trapping activities, although it was also noted that trappers are a very small user group that probably would not factor into EPI's efforts.

Fishing access is also important to SAM's membership, although there is recognition that different types of fisheries exist, requiring different forms of protection. It was suggested that EPI could provide a valuable service by assisting with sustaining remote and wild native fisheries, such as brook trout. SAM has already formed an alliance with outdoor retailing giant L.L. Bean to protect the North Woods fishing experience. A similar partnership with EPI might serve not only to preserve the resource but also to forge a working relationship with anglers and other sportsmen's groups and would be consistent with EPI goals to enhance the ability of the public to enjoy wilderness experiences.

#### **D. LANDOWNERS' ACCESS**

Our interviews suggest that the perspectives of large private landowners on access issues are different from those of the recreation groups. For this stakeholder group, the primary access issue is wood flow. One interviewee made clear that across the private landholdings in northern Maine, owners have always cooperated on issues affecting access to timber and wood flow. Rights of timber access across parcels are commonly granted, and road systems are paid for and maintained in a system of "shared use, shared risk and shared responsibility."

The key issue for other landowners is how EPI's actions would affect wood flow on adjacent and surrounding ownerships. There has been at least one situation in the past where EPI management decisions caused problems for another landowner; the specific case mentioned was the flooding by beavers of an EPI road that allowed another landowner

access to timber on its land. EPI would not allow removal of the beaver dam, and as a result, the other landowner had to build a bypass road. Because of the importance of wood flow considerations, several interviewees suggested that EPI might play a positive role by engaging neighboring landowners in efforts to achieve long-term protection of road systems. Huber and Prentiss & Carlisle manage lands in the vicinity of EPI lands east of Baxter and might have an interest in pursuing such a dialogue. But such a strategy may have limited benefits because, in the view of some stakeholders, the road system east of Baxter is not dramatically affected by EPI's land use decisions.

Economic development interests in Millinocket are also promoting the concept of a road that would make EPI lands accessible for visitors touring the region by car and would provide opportunities for viewing wildlife and scenery. One industry observer noted, however, that EPI may not actually have a right of way that would allow construction of such a road to access a park on its lands. He went on to state that such a right of way could be created by eminent domain but that this would be controversial.

Other interviewees suggested facilitating access through an emphasis on high-quality guided experiences on the EPI lands. A number of years ago, Roger Milliken of Baskahegan, noting the differences between guided experiences in Maine and those in other regions of the United States and the world, proposed upgrading Maine's ecotourism experience along these lines to make it more competitive. Our sense was that if EPI were to promote an initiative of this type, there would be support from both the traditional outdoor recreation and the conservation communities.

One final access issue is the desire of the Penobscot Nation for a link that would connect an area of its holdings currently bisected by EPI's Greenville lands. Although provision of such a link might not have a large impact on EPI's ability to reach its broader objectives, it does constitute one additional opportunity for EPI to gain some goodwill with stakeholders around Greenville.

## **E. PUBLIC PERCEPTION AND PROCESS**

The interview process also elicited a wide range of comments on processes for advancing the dialogue on federalization of EPI lands. Most prominently, we heard from the participants

that Roxanne Quimby's small working group initiative—composed of George Smith of SAM, Bob Meyers of MSA and Gene Conlogue, Millinocket's town manager—has been very productive. The group has held regular meetings for approximately four years to discuss and agree on a variety of policies in which stakeholder interests intersect with EPI's. The participants agree that the meetings have promoted a better mutual understanding. All three participants greatly appreciated EPI's taking the initiative to assemble the group and, though not necessarily agreeing with all of Quimby's goals, they noted that this appears to be a good forum for working out issues. Perhaps most importantly, the process has bolstered EPI's image as a trustworthy entity. As one of the group's participants noted: "Roxanne's word is good—you can take it to the bank." Another observer stated that hiring the James W. Sewall Co., a respected land manager in the region, has also added to EPI's credibility.

But the interview process signaled that negative views of EPI and Quimby remain among key stakeholders. Some still associate EPI with the RESTORE agenda to create a 3 million-acre national park, even though Quimby has distanced herself from this objective. At the same time, the interviews also suggest that EPI and Quimby have not received appropriate credit for the positive things done in the region, such as helping to facilitate the Katahdin Lake deal, which addressed some of the access issues for snowmobilers and other recreational users.

One Greenville resident suggested that, as EPI moves forward with its initiatives, Quimby devote more time to meeting with local communities and finding opportunities to appear on TV so that a wider group of people can see that "she's a reasonable person" and that "the mythology of Roxanne has nothing to do with who she really is."

Another theme of the interviews is that outreach efforts will need to be broadened well beyond the current working group if EPI's initiatives are going to be successful. Having the small working group of opponents on board is helpful but unlikely to be sufficient. One state government observer recommended strongly that the forest products industry be brought to the table for discussions about EPI's plans. Another individual affirmed that some form of political deal may be needed to gain the support of the forest products industry. The expansion of EPI's outreach efforts might also involve working closely with the Natural Resources Network, a broader coalition that includes SAM, MSA, the Maine

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Professional Guides Association, and sporting camp owners. Don Kleiner, chair of the Maine Tourism Association, could also be a helpful contributor to the dialogue.

The interviews touched on the fact that EPI must find a way to ensure that the leaders of the various stakeholder groups (for example, the Maine Woods Coalition) are willing to publicly support EPI's initiatives and pull their constituencies along with them. Without such a coalition, several stakeholders noted, they would hesitate to stand alone in supporting EPI proposals. This "safety in numbers" view was articulated by representatives of both the conservation community and those with outdoor recreation interests.

Another process idea, suggested by one individual and affirmed by others, is that the discussion of EPI plans should begin with a dialogue on potential uses of the land and not with a specific proposal for federal or other designation. The focus of this could be the development of a recreation plan for EPI lands that would include the overall vision, the mapping

of uses to specific areas, and the specification of the needed roads and infrastructure. The designation issue would be raised only after a thorough vetting of the recreation plan. It was suggested that EPI partner with an organization such as L.L. Bean or Cabela's to develop the plan.

Finally, the interviews elicited some broader process and political suggestions. With respect to organizing the effort to determine the disposition of EPI lands, one interviewee suggested that EPI appoint an outside board to spearhead the initiative to minimize the opportunity for opponents to single out Quimby as a target. In a similar vein, another stakeholder suggested engaging former senator Mitchell, who played a key role in establishing Acadia National Park and who has previously shown strong interest in the AMC's Maine Woods initiative. Another individual pointed out that EPI should not underestimate the value of political contributions in building support for its initiatives with the Maine congressional delegation.



# IV

## ELIGIBILITY OF EPI LANDS FOR FEDERAL DESIGNATION



The following section provides a review of the wide range of potential federal designations that are managed by the National Park Service and discusses how EPI lands might qualify. This includes:

- Identifying potentially applicable kinds of National Park System designations that may be applied to the EPI lands in whole, in part or in combination.
- Determining what kinds of designations could be most applicable to specific EPI lands and discussing the pros and cons of each as they may apply to these lands.
- Discussing potential advantages and disadvantages of each alternative identified.
- Providing examples of and discussing existing National Park System units that can inform the considerations that EPI must make in terms of real experience.

This segment describes the various NPS units and legislative and regulatory standards. It does not preempt the political support at the federal and state level required to secure such protections.

### A. TYPES OF NATIONAL PARK SYSTEM DESIGNATIONS

There are more than 25 different units of the National Park System, ranging from those highlighting natural areas to those emphasizing historic sites. In addition, there are designations that arise from unique management concepts that are not traditional in the National Park System but have proved useful in specific instances.

The following designations seem to have the most potential applicability to the EPI lands in the North Woods:

#### National Parks

National parks contain a variety of resources and encompass large land or water areas to help provide adequate protection of the resources. There are 58 national park units within the National Park System. Yellowstone was the first national park, created in 1872, and since then Yosemite, Death Valley, Glacier, Grand Canyon, Denali and other “crown jewels” have been added to the list. The Organic Act of 1916 created the National Park Service “to conserve the scenery and the natural and historic objects and wildlife therein, and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Many of them had been previously protected as national monuments by the president under the Antiquities Act of 1906 before being upgraded by Congress. (See details of the Antiquities Act under the description of national monument below.)

National parks (by that title only) activate certain provisions of the Clean Air Act if the park or wilderness area was created before the passage of the act in 1970. As a result, the provision of the act relating to national parks would not apply if a national park were created from EPI lands. Nor would it apply if a unit was created with a different name, such as national monument.

Some examples of national parks:

- **Death Valley National Park in California and Nevada** (3.4 million acres)—Death Valley protects colorful badlands, snow-covered peaks, beautiful sand dunes, rugged canyons, and the hottest, driest and lowest spot in North America.
- **Grand Canyon National Park in Arizona** (1.2 million acres)—Grand Canyon is not only a national park, it also is a World Heritage Site that lies on the Colorado

Plateau in northwestern Arizona. It is home to numerous rare, endemic and threatened/endangered plant and animal species. More than 1,500 plant, 355 bird, 89 mammalian, 47 reptile, 9 amphibian and 17 fish species are found in the park.

- **Shenandoah National Park in Virginia** (199,000 acres)—Shenandoah was authorized to be a national park in 1926 but did not become one until 1935. The park winds its way through the spine of the Blue Ridge Mountains. Most of the park was farmland, and there are still remnants of some of those farms within the park boundary.
- **Virgin Island National Park in United States Virgin Islands** (15,000 acres)—Virgin Islands covers more than 60 percent of the island of St. John. Much of the vegetation on the island is second-generation growth. Almost the entire island was clear-cut to make way for sugar cane production during the colonial era. Some native species such as the tyre palm remain, but much growth today is introduced species.

### National Monuments

The Antiquities Act of 1906 authorized the president to declare to be national monuments, by public proclamation, landmarks, structures and other objects of historic or scientific interest situated on lands owned or controlled by the government. A national monument in the United States is a protected area or a historic site that is similar to a national park, except that the president can quickly declare an area of the United States to be a national monument without the approval of Congress. National monuments receive less funding and afford fewer protections to wildlife than do national parks. Another difference is the amount of diversity in what is being protected; national monuments aim to preserve at least one unique resource but do not have the amount of diversity of a national park, which is supposed to protect a host of unique features. As of 2009, there were 75 national monuments administered by the National Park Service.

Some examples of national monuments:

- **Bandelier National Monument in New Mexico** (33,000 acres)—Bandelier protects the ruins of hundreds of Anasazi cliff houses and pueblo-style dwellings that lay scattered across the Pajarito Plateau of northern New Mexico. Seventy miles of trails provide access to these

ancient ruins, including the cliff dwellings and Tyuonyi village of Frijoles Canyon.

- **Canyon de Chelly National Monument in Arizona** (83,000 acres)—Canyon de Chelly is located within the boundaries of the Navajo Nation. It preserves the valleys and rims of the canyons of de Chelly, del Muerto and Monument, all of which are Navajo Tribal Trust Lands.
- **Devils Tower National Monument in Wyoming** (1,300 acres)—Devils Tower was the first national monument created under the Antiquities Act by President Theodore Roosevelt. The tower is a monolithic igneous intrusion of volcanic neck rising dramatically 1,267 feet (386 meters) above the surrounding terrain.
- **Dinosaur National Monument in Colorado** (210,000 acres)—Dinosaur encompasses the sandstone and conglomerate bed known as the Morrison Formation that was formed in the Jurassic period and contains fossils of dinosaurs including allosaurus and various longneck and long-tail sauropods.

### National Preserves

National preserves are usually established for protection of a specific resource and usually allow for uses such as hunting, grazing, and mineral and fuel extraction if such uses do not jeopardize the primary natural or historic values. Without sport hunting, many existing national preserves would qualify for national park designation. There are 18 national preserves within the National Park System.

Some examples of national preserves:

- **Mojave National Preserve in California** (1.5 million acres)—Mojave includes state park lands within the federal boundary, management of which remains with the state. Hunting, cattle grazing, mining and some off-road activities are allowed.
- **National Preserves in Alaska** (ranging from about 1 million to more than 6 million acres)—There are several preserves in Alaska, all of which allow uses not otherwise permitted in units of the National Park System, primarily related to traditional subsistence and other activities.
- **Big Cypress National Preserve in Florida** (721,000 acres)—Big Cypress allows for continued oil drilling and other uses, including hunting and off-road vehicle use

(airboats and swamp buggies), while preserving a portion of the South Florida ecosystem.

- **Big Thicket National Preserve in Texas** (97,000 acres)—Big Thicket protects a unique assemblage of plant types while allowing hunting, trapping, and oil and gas drilling.

### National Reserves

National reserves are similar to national preserves, but management is generally transferred to local or state authorities.

Examples of national reserves:

- **Ebey's Landing National Historical Reserve in Washington** (17,500 acres)—Ebey's Landing contains 18 working farms, 400 historical structures, native prairies, two state parks, miles of shoreline, a network of trails and the second-oldest town in Washington. The reserve is managed by a nine-member Trust Board. Most of the land in the reserve is privately owned, and Ebey's Landing is a unit of the National Park System.
- **Pinelands National Reserve in New Jersey** (1.1 million acres)—This internationally important ecological region occupies 22 percent of New Jersey's land area. It is the largest body of open space on the mid-Atlantic seaboard between Richmond and Boston and is underlain by aquifers containing 17 trillion gallons of some of the purest water in the United States. The Pinelands Comprehensive Management Plan (CMP) sets the management direction for the region. The plan is administered by the New Jersey Pinelands Commission in cooperation with units of the local, state and federal governments. The Pinelands Commission is composed of 15 commissioners: seven appointed by the governor of New Jersey; one appointed by each of the seven Pinelands counties; and one appointed by the U.S. secretary of the interior (traditionally an employee of the National Park Service). The Pinelands National Reserve is not a unit of the National Park System, although it took an act of Congress to establish the designation.

### National Heritage Areas

National heritage areas encompass nationally important resources, usually managed by a local commission with start-up funding and technical assistance from the National Park Service for up to 10 years. Generally, the most successful

national heritage areas are combined with a unit of the National Park System as a core resource, with cooperative managed schemes adopted. National heritage areas are not units of the National Park System, nor are their lands owned or managed by the NPS.

There are 49 natural heritage areas, the majority of which are in the northeastern and southeastern United States. National heritage areas expand on traditional approaches to resource stewardship by supporting large-scale, community-centered initiatives that connect local citizens to the preservation and planning process. National Park Service involvement is always advisory in nature. The heritage area concept offers an innovative method for citizens, in partnership with local, state, and federal governments and nonprofit and private-sector interests, to shape the long-term future of their communities. The National Park Service provides technical, planning and limited financial assistance to national heritage areas. It is a partner and advisor, leaving decision-making authority in the hands of local people and organizations. Recent evaluations of existing heritage areas have concluded that the most successful areas usually, but not always, include a unit of the NPS as a part of the area.

Two of the most successful national heritage areas are:

- **Cane River National Heritage Area in Louisiana** (116,000 acres)—Cane River is a region known for its historic agricultural landscapes, Creole architecture and multicultural legacy. It includes Cane River Creole National Historical Park, seven national historic landmarks, three state historic sites, and many other historic plantations, homes and churches. Although much of the roughly 116,000-acre heritage area is privately owned, many sites are open to the public.
- **John H. Chafee Blackstone River Valley National Heritage Corridor in Rhode Island** (400,000 acres)—Blackstone is dedicated to the history of the early American Industrial Revolution and was established to preserve and interpret the unique and significant value of the Blackstone Valley. It includes cities, towns, villages and almost 1 million people. Blackstone River has no unit of the National Park System associated with it.

For land use types associated with these designations, please refer to Table I.



**TABLE 1**

Designation	Land Uses				
	Logging	Hunting	Trapping	Snowmobiling	Road Building
<b>National Park</b>	Prohibited	Prohibited	Prohibited	Probably prohibited, except possibly in limited areas and numbers	Could be allowed
<b>National Monument</b>	Unlikely to be allowed in NPS area	Prohibited	Prohibited	Could be allowed	Could be allowed, limited allowance
<b>National Preserve</b>	Could be allowed for all categories. Depends on the legislation, except road building, which is discretionary to NPS.				
<b>National Reserve</b>	Could be allowed for all categories. Depends on the legislation, except road building, which is discretionary to NPS.				
<b>National Heritage Areas</b>	Could be allowed, depending on the heritage area plan and the governing body of the heritage area. Heritage areas are not run by NPS.				

**B. AUTHORITY TO CREATE UNITS OF THE NATIONAL PARK SYSTEM**

With one exception, only the Congress of the United States may create a unit of the National Park System, regardless of designation. The single exception is national monuments, which may be created by the president by proclamation, under the authority of Section 2 of the Antiquities Act of 1906. Such monuments must meet criteria of historic or scientific significance, as determined by the president in the proclamation. Lands to be included in a monument must be transferred to the United States at the time of the proclamation. Although there has been past discussion about whether private lands may be included within a national monument created by proclamation, current interpretation of the Antiquities Act is that such lands may not be included. Interior Department solicitors and other experts on the Antiquities Act now concur that such is the case. A future president cannot eliminate the monument by new proclamation; only Congress can do so, as is the case for

any unit of the National Park System. A monument created by proclamation is as permanent as any unit of the system created by Congress.

Most units of the system are created through congressional action and now generally follow a set process designed to ensure that new units have national significance and are suitable and feasible.

**National Significance**

A proposed unit will be considered nationally significant if it meets all four of the following standards:

- It is an outstanding example of a particular type of resource.
- It possesses exceptional value of quality illustrating or interpreting the natural or cultural themes of our nation’s heritage.
- It offers superlative opportunities for recreation, public use and enjoyment, or scientific study.
- It retains a high degree of integrity as a true, accurate and relatively unspoiled example of the resource.

## Suitability and Feasibility

An area that is nationally significant also must meet criteria for suitability and feasibility to qualify as a potential addition to the National Park System. To be suitable for inclusion, an area must represent a natural or cultural theme or type of recreational resource that is not already adequately represented in the National Park System or is not comparably represented and protected for public enjoyment by another land-managing entity. Adequacy of representation is determined on a case-by-case basis by comparing the proposed area to other units in the National Park System for differences or similarities in the character, quality, quantity or combination of resources and opportunities for public enjoyment. For an area to be feasible as a new unit of the National Park System, its natural systems or historic settings must be of sufficient size and appropriate configuration to ensure long-term protection of the resources and to accommodate public use. It must have potential for efficient administration at a reasonable cost. Important feasibility factors include landownership, acquisition costs, access, threats to the resource, and staff or development requirements.

## Process

The National Park Service usually begins its process by conducting a reconnaissance survey to collect basic information about a proposal and assess the resource's significance. If the area appears to have some potential as a unit of the National Park System, Congress will be asked to authorize a detailed study of management options. In 1988, the National Parks Omnibus Management Act established a process for identifying and authorizing studies of new units. The National Park Service periodically sends a list of study candidates to Congress. Individual members of Congress may also propose study authorizations, and Congress decides which studies should be conducted. The National Park Service can collect some basic information to determine whether an area is a good candidate for study. Before a complete study for inclusion in the system is initiated, it must be authorized by a specific act of Congress. Studies are conducted in consultation with other interested federal, state and local agencies, Indian tribes and the public. At least one public meeting in the vicinity of the study area is required.

## C. POTENTIAL CONFIGURATIONS FOR FEDERAL DESIGNATION OF EPI LAND

EPI has accumulated three large blocks of the North Woods that in total and individually can qualify for addition to the National Park System. Options for including these lands within the system are discussed below.

**1. EPI lands treated as one unit:** All of the lands owned by EPI could be treated as one entity for the purposes of either congressional action or presidential proclamation. Though discontinuous, all of the EPI lands together represent the North Woods and constitute a wider array of resource subtypes and recreational opportunities than does any one block by itself. As examples, the Appalachian Trail and East Branch areas include lynx habitat, while recreational river use is highly valued in the East Branch unit.

Treating all of the units together as one discontinuous unit of the National Park System may create an attractive array of features, resources and recreational opportunities making up a single but complicated North Woods unit. This approach is not favored by the National Park Service because of the potential for inconsistent land and recreational opportunity treatments for different blocks.

If hunting was desired as a part of any individual block of land, neither a national park nor a national monument including all blocks is likely to be possible. However, combining one of these designations with a national preserve to accommodate hunting would be possible. If hunting was to be prohibited and snowmobiling tightly constrained, all or parts of both sets of lands could conceivably be included in one unit as a national monument. That said, it seems likely that doing so would create management difficulties that could be avoided if each part of the EPI holdings is considered separately, with emphasis on the Appalachian Trail and Iron Works/Benson Lakes blocks becoming a part of the Appalachian Trail, as discussed next.

**2. East Branch** (those lands east of and adjacent to Baxter State Park and west of the East Branch of the Penobscot River): According to John Reynolds, these lands meet the



legislative criteria that make them eligible for designation as a national park. These parcels also could qualify for other designations within the system, including national monument or national preserve.

Establishing these lands as a national park would require congressional legislation. Such legislation would undoubtedly forbid hunting and trapping, because allowing for these uses could constitute congressional precedent in other national parks and probably would be strongly opposed by the National Park Service and conservation organizations. For similar reasons, it is highly unlikely that snowmobiling would be permitted, with the potential exception that it could be allowed in tightly drawn specific areas with limits on numbers. Establishing this area as a national preserve would allow hunting or snowmobiling, which would be consistent with allowable uses in other existing national preserves and would not cause precedent for units named national parks. Creation of a national monument by presidential proclamation could include allowance of limited specific activities, such as a single designated snowmobile trail or existing lodge. Hunting and trapping probably would not be allowed, either generally or in designated locales.

- 3. Penobscot West and East** (lands not yet owned by EPI east of the Penobscot River, in concert with the EPI lands west of the river): This alternative is included if EPI wishes to consider additional major acquisition of land to the east of the East Branch of the Penobscot. If substantial acreage in large contiguous blocks were acquired, and if the range of allowable uses were to be broader east of the East Branch than to the west, then not only would a larger block of high-quality land be conserved, but a very attractive set of activities could be guaranteed through time.

There probably would be two primary options for accomplishing such a set of goals that differ primarily by action to create the unit or units.

The first option would be to achieve the full set of goals through a national monument designation, with differing and specified allowable land and recreational uses on each side of the East Branch. The west side would be treated as in Option 1 above and would be primarily protected land with specified or no snowmobile use and no hunting.

The east side could allow hunting on all or a large portion of the land and would provide for dedicated but defined snowmobile trails through the full length of the area. These provisions could potentially be incorporated in a national monument proclamation.

The second option would be to accomplish the same objectives through congressional action. In that case, the area west of the East Branch could be a national park or legislated national monument, and the area to the east of the East Branch a national preserve. Such pairings exist elsewhere in the National Park System, particularly in Alaska, where there are several.

- 4. Lands adjacent to the Appalachian Trail:** The Department of the Interior has the ability under the legislation authorizing the Appalachian Trail to accept donated lands that are contiguous to it. If donated to the NPS, the land would become a part of the Appalachian National Scenic Trail and would be managed as a part of the National Park System and a part of the Appalachian Trail.
- 5. Iron Works/Benson Ponds** (those lands south of the large block of Appalachian Mountain Club lands and the Appalachian Trail): Because these lands are not contiguous to the Appalachian Trail, it is questionable whether the National Park Service has the authority to accept them as part of the Appalachian Trail. Most of these lands, however, are adjacent to holdings owned and managed by the Appalachian Mountain Club that are contiguous to the trail and could be managed through a private agreement with them. Preliminary discussion with the Appalachian Trail superintendent indicates that this is a potentially viable approach. A similar approach could entail striking an agreement with AMC to combine the Iron Works/Benson Ponds property with its property and donate both holdings to the NPS, as it would become a single parcel that is contiguous to the trail.
- 6. Combined or cooperative management of EPI East Branch Region and Baxter State Park:** There are many places throughout the National Park System where cooperative management arrangements have been incorporated, both in law and through agreement, where land conservation agencies work together to achieve individual as well as common goals. Some illustrations may be helpful.

At Redwood National Park, the national park includes within its boundaries three state parks that are not managed by the National Park Service. The National Park Service and California State Parks agreed to coordinate their long-range planning processes yet followed their own processes and requirements. Both plans were completed at the same time and approved virtually simultaneously. As a result, the parks operate independently but in full cooperation and as one conservation entity and now by convention refer to their entirety as the Redwood National and State Parks. The result is an efficiently operated set of parklands that serve the public seamlessly. The state parks were created before the national park was created by Congress, and the original intent was for the state parks to be transferred to the National Park Service. However, subsequent political decisions resulted in the current arrangement, which has proved to be very successful and has in essence raised the value of each partner's contribution to the area.

A more complicated arrangement exists at Santa Monica Mountains National Recreation Area in Southern California. The national recreation area boundary encompasses about 154,000 acres, of which only 23,000 acres are federally owned. Included inside the boundary are four state parks and several state beaches, in addition to a major city park and a county park, plus lands and facilities owned and operated by the Santa Monica Mountains Conservancy. As at Redwood, management and operation are accomplished in partnership, with each entity retaining its full complement of authorities. Illustrative of the cooperation is the location of the new central Park Visitor Center, which will include all of the management partners, and is being constructed with federal money on land owned by the Santa Monica Mountains Conservancy. In this case, the federal national recreation area was created by Congress after the various state and other parks inside the federal boundary were created. The impetus was to increase the extent of the mountains protected and made available for public enjoyment by adding the National Park Service into the mix. There is no plan for the state or local protected lands to transfer to the National Park Service.

A third example is the Lewis and Clark National Historical Park. This unit of the system incorporates several state parks in Washington and Oregon, and the federal

ownership is less than 12 percent of the parklands within the boundary, consisting of Fort Clatsop National Historic Site. This partnership park was created to provide public recognition of that portion of Lewis and Clark's journey and exploration at and near the mouth of the Columbia River by including important lands illustrating a broad version of the story, yet managed by different entities into a common visitor experience. As with other examples, a cooperative approach has created opportunity for leveraging each entity's strengths while not encroaching on management responsibilities.

A fourth example is at Assateague Island National Seashore in Virginia and Maryland. In this situation, three management units abut each other. Assateague Island National Seashore, Assateague State Park and Chincoteague National Wildlife Refuge were created individually but operate in a cooperative manner to achieve greater objectives than any one of them could do alone.

These illustrations demonstrate that conservation management that incorporates respect for the sovereignty of other partners, recognizes their strengths and realizes that multiple objectives can be achieved more productively together has moved into the mainstream of National Park Service management philosophy and congressional recognition.

This concept brings to the fore the notion of considering Baxter State Park and the East Branch EPI lands as part of the same ecological, scenic and recreational unit. Treating them as a whole made up of independent parts not only would recognize their potential as locally important resources but also would highlight the reality that together they create a park resource of national significance and prominence. They do not, however, need to be managed by one entity to achieve such recognition.

A national park could be created through legislation that included a boundary encompassing both, with each retaining its independence of authorization and operation while being managed to accomplish the objectives of a combined landscape and recreational entity. Although this option probably would not be endorsed by most parties in Maine, it does illustrate the potential benefits of a more flexible and creative model.

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An alternative idea would be the creation of a national monument by proclamation on the EPI East Branch lands. The proclamation could direct the National Park Service to engage in cooperative management with Baxter State Park and would state that the combination composes a unique nationally significant resource. The monument boundary would not include Baxter. The director of Baxter State Park foresees the day when the EPI lands east of Baxter are in stable ownership, and cooperative planning and potentially management could occur that could be of benefit to both entities.

However, our research has determined that a national monument that included Baxter State Park within the boundary—with Baxter remaining in state ownership and managed by the state—is not possible because of the language of the Antiquities Act.

**7. National Reserve or National Heritage Area:** There are other possible land protection schemes that could be considered, including the designation of national reserve or national heritage area. These options are more complex to put together than those discussed above and would also require legislation. On the other hand, they may result in land uses that are more reflective of the variety of recreational and business opportunities that local people favor while accomplishing ecosystem protection objectives. Creating a national reserve or a national heritage area in the North Woods would entail a careful process of engaging local people who would determine whether such a proposal was feasible and desirable and could potentially require advocating for federal legislation. Both of these concepts are primarily dependent on cooperative management activities and at this stage seem beyond what EPI envisions.



## SUMMARY OF KEY FINDINGS AND PROPOSED STEPS FOR MOVING FORWARD



A critical part of this analysis is to assess the viability and recommended path forward for converting the Maine property held by Quimby and EPI into a national park or similarly protected federal unit. To produce this evaluation, we conducted extensive interviews with key stakeholders and government officials, engaged a former National Park Service deputy director to determine eligibility of the holdings for federal designation, and drew on Pew's extensive experience in successful coalition-building and advocacy on environmental policy campaigns.

### A. KEY FINDINGS

A summary of our key findings is as follows:

- The EPI land meets technical standards of national significance, suitability and feasibility set by federal statute for creating a national park.
- The block of EPI lands contiguous with the Appalachian National Scenic Trail could be incorporated into that national park unit without an act of Congress, using the authority it has to accept donated lands.
- The EPI land also would qualify for other designations within the National Park System such as the less-restrictive and more-flexible national preserve or national heritage areas.
- Requisite stakeholder support for creating a national park or other federal unit does not exist at this time.

For the reasons set forth in this evaluation and summarized below, we believe it is highly unlikely that a new national park or other federal protective unit can be designated by the 2016 goal set by Quimby. However, we do believe that steps can be taken that could expand support for a new NPS unit in Maine's North Woods and increase the chances that such an effort might succeed.

As detailed in the previous segment, the holdings of Quimby and EPI in the North Woods could qualify for a number of designations within the NPS system. This includes the "gold standard" of the system—national park designation—as well as the less-restrictive and more-flexible units such as national heritage areas and preserves.

Nonetheless, unless a long-standing tradition is suddenly broken, creating any new federal designation, regardless of the level of protection it provides, must have the backing of key local and statewide constituencies and a majority of Maine's political leaders. Based on our interviews, we do not find strong core support for creating a national park in Maine's North Woods or any new federal designation for land in the region. The interest that does exist in protecting the region through federal action does not compare to the level of opposition from property rights advocates, off-road vehicle users, and a wood products industry struggling to survive.

Particularly troubling is the lukewarm and mixed support displayed by the state's environmental groups for a national park. Although they are perhaps not the most influential voices in Maine, conservation organizations generally are the champions behind these efforts. Their absence of enthusiasm for a new North Woods park means that the proposal lacks an important endorsement from the environmental community, an absence that will be duly noted by the media and policymakers, who may ask, "Why bother?"

We also believe that strong state-based support would be required to secure not only national park status but also other federal designations, including a national monument, which can be created by the president under the Antiquities Act without congressional approval. Over the past decade, the overwhelming majority of public lands bills, including new designations or boundary extensions for wilderness, national parks, national monuments, national conservation areas, national forests, and wild and science rivers, have required the support of the majority if not the entire congressional delegation of the state in which the holdings are located.



This has carried over to executive branch action on land protection as well. In promoting President Barack Obama's America's Great Outdoors Initiative, Interior Secretary Ken Salazar has made it clear that the administration will not move forward to establish new national monuments or even make wilderness recommendations without local support. In February 2010, Salazar told Utah Gov. Gary Herbert that the president would not use his authority under the Antiquities Act to establish any national monuments without local permission. He repeated the commitment in June, telling Sen. Jon Tester (D-Mont.), "As long as I am Secretary of the Interior, there will be no recommendation for designation of national monuments in Montana unless there is significant public involvement, discussion, and debate over any such proposal." Salazar added, "New designation and conservation initiatives work best when they build upon local efforts and input from nearby communities."

The political situation in Maine—where the two moderate Republican senators have held the key in the U.S. Senate to passage of most of the president's agenda—only reinforces the notion that the administration is unlikely to push through a designation against the wishes of delegation members. There is a small chance that this calculation could change, should Obama lose the election in 2012 or turn over the office to the Republicans in 2016 and be willing to take action on controversial items on his way out the door. But to date, the administration has not shown an appetite to take risks, even when the political fallout could be minimal.

Because of the lack of robust support for a new national park among traditional environmental groups and the formidable opposition it faces with other constituencies, we believe the transfer of EPI lands to the federal government for designation as a unit within the National Park Service is unlikely to succeed by 2016.

Moreover, we do not think the issue is yet ripe for a labor-intensive statewide effort to persuade critical decision-makers to support a new park or something similar. To succeed, such efforts must be built around a core group of champions from diverse constituencies and from which a more expanded coalition can be developed. They require an agreement on a set goal and rely on multiple staff members and significant resources for message development and polling, earned and paid media, electronic outreach, and grassroots and opinion-leader organizing. As the lack of strong support from the

environmental and recreational communities suggests, this base has not yet been developed.

However, EPI can take steps that would improve and even expedite its chances of achieving more formal protection for its holdings. We believe that these actions would also allow EPI to assess more accurately the challenges and opportunities it faces in establishing a new National Park System unit and make potential adjustments necessary to its strategy in order to find success.

## **B. RECOMMENDED STEPS FOR MOVING FORWARD**

Central to our recommendations is the development of a clear and convincing narrative for the future of EPI lands that can be shared with the public and embraced by key stakeholders and decision-makers. We also believe that much more must be done to reach out to important constituent groups, specifically those who should be natural allies, to build a meaningful core of support for federal protection. Finally, we suggest that a more formal stakeholder process be pursued in order to facilitate cooperation and potentially forge a more concrete objective around which a broad and diverse base can rally.

### **1. Develop a Shared Narrative**

The passion and commitment that Roxanne Quimby has displayed for creating a North Woods national park or similar federally protected designation is both laudable and impressive. Of particular note is her articulated vision for the property that would put the North Woods on the map as a tourist destination that would generate economic growth for the region. Important steps have been taken to build trust with local residents and stakeholders, and to provide access for recreational use.

However, as our interviews indicate, the passionate vision that Quimby has for the North Woods remains largely misunderstood. Even the most interested parties are unsure about Quimby's short-term ideas for the land or the longer-term endgame. For example, there appears to be general confusion about whether EPI is advocating for a 3 million-acre park such as that previously proposed by RESTORE. EPI's position on logging in the region

remains unclear, and some suspect that the push for federalization stems from a desire to “put the final nail in the coffin” of the wood products industry. In sum, rumors abound, and Quimby’s vision and passion have been left up to others to interpret.

Accordingly, we believe it is critical to develop a clear and compelling narrative for this vision that resonates with Maine residents and relevant constituent groups. Equally important, the vision must be one that is embraced by a significant number of stakeholders and ultimately the lawmakers who can make it a reality. Thus, a process should be undertaken that enables Quimby to share her vision for protecting the North Woods and allows stakeholders enough input so that they also can feel some ownership. Recommendations for how to move forward to build a core group of supporters who can shape and share this goal are outlined below.

**a. Conduct focus groups.** Our interviews provided only a small sampling of the opinions that Maine residents may have on creating a national park or similar federal designation in the North Woods. A recommended first step would be to commission focus groups, a popular tool in business and politics, to test concepts and messages with voters and key constituents who are likely to influence elected officials. These sessions could provide a useful forum for eliciting specific reasons for resistance to a park, developing a storyline that links jobs and conservation, and learning what activities and uses would make it more popular. The information gleaned would help EPI shape its plans for its holdings and create messages that reflect its vision.

For example, focus groups will help tell you whether associating a new park with Henry David Thoreau, who spent a great deal of time in the North Woods, has any traction with Maine voters. Likewise, input from the sessions could help address issues of jobs and the economy, property rights and access, all of which have been frequently cited as reasons to oppose a federal designation. Focus groups can even help create the initiative’s nomenclature. For example, recent wilderness proposals in Idaho and Montana, where environmentalists can be seen as fringe groups, are labeled by their congressional

sponsors as bills to create jobs and stimulate economic development, thanks to message testing.

**b. Demonstrate the economic benefits.** It was the general consensus among the stakeholders interviewed that few understood or believed that a national park or similar federal designation could serve as an economic engine for the region. Although focus groups will provide greater insight on the arguments that will resonate most, there is little doubt that making a strong case as to how a new federal designation would create jobs and stimulate the economy will be critical. Some have suggested, and we concur, that EPI should commission an independent study to determine how federal protective status for the lands would affect the local economy. Given the reaction to an earlier analysis done for RESTORE, the credibility of the assessment will be an important consideration in selecting an expert to conduct it.

**c. Show that it will not be costly to taxpayers.** Members of Congress and the public are increasingly sensitive to spending issues and the cost of adding another “unfunded” federal management responsibility. This will very probably be raised as an argument against a new national park, particularly because the National Park Service’s budget is perennially underfunded. Establishing an endowment to help defray part of the maintenance costs of a new federal park system unit, and to offset the loss of property tax revenue, would undercut a key fiscal argument by opponents.

**d. Remind residents that EPI’s land is now privately held land.** Even Quimby’s opponents readily acknowledge that as a private property owner, Quimby can lock up the resource and within existing regulations do what she wants with her land. In fact, one of the threats to the North Woods culture is the changing land ownership pattern away from traditional timber interests, where few restrictions existed on public access, to new corporate owners who are putting a halt to unfettered access. Because Quimby owns the land, she controls the terms of debate concerning public access, an issue that exists to be solved, regardless of whether there is a future federal footprint on her land. More could be done to challenge the ideologically driven property rights constituency about these issues.



## 2. Build Better Bridges

**a. Secure environmental champions.** For any statewide conservation campaign to succeed, it is essential that the environmental community provide active support. These groups' reputations are built on their roles as environmental stewards for the state, and their opinions on conservation initiatives will matter to the public, media and policymakers. Of course, it is important to be strategic in enlisting support from these groups. As noted in this report, organizations such as the Natural Resources Council of Maine, The Nature Conservancy and Appalachian Mountain Club could play key roles in furthering this effort. Other groups, such as RESTORE, would not be as beneficial or may serve as a hindrance to the campaign. But enlisting support from the right group of environmental organizations will help legitimize the effort and provide a ready-made constituency to advocate on behalf of EPI's project. Their experience in dealing with the media, educating lawmakers, and brokering deals with key stakeholders also will add valuable technical assistance to the campaign.

**b. Improve relationship with the wood products industry.** As mentioned in our report, forests products industry leaders may be helpful in persuading key state and congressional lawmakers. Bringing into the process Katahdin Forest Management or a similar entity would help pave the way for better relations with this group and could help develop stronger champions for the objectives.

**c. Expand relationships with hunters and anglers.** The informal conversations between EPI and the SAM have reaped benefits in engaging the largest sportsmen's group in the state. Although the EPI lands do not appear to be of particular interest to sportsmen, the constituency would be a valuable ally on behalf of federal protection and could serve to blunt the opposition from motorized vehicle users. This relationship needs to be formalized to provide both parties with a quid pro quo that assuages the needs of the sportsmen's community while gaining its support for a federal footprint in the state. Also, it may be productive to focus on anglers who might be interested in the recreational aspects of establishing an area where species such as brook trout are conserved. Groups such as the Maine Council of Trout Unlimited have been successful in organizing anglers, who have a tendency to

be open to conservation measures that directly affect fish species of interest to their group. In addition to including them in any stakeholder negotiations, we also suggest that a proactive effort be considered that would include the potential of using some of the EPI holdings for a preserve.

**d. Continue to cultivate relationships with the motorized vehicle community.** By most accounts, the outreach that Quimby has done with snowmobilers has been well received. Her offers of access have gone a long way in neutralizing their opposition to federalizing North Woods land. Having the support of this group could help blunt the expected opposition to a new federal designation anticipated from the off-road vehicle community represented by ATV Maine.

**e. Reach out to the outdoor recreation industry and user groups.** For more than a decade, outdoor recreation business and user groups have been a critical partner with Pew in its efforts to protect public lands in the United States. Umbrella organizations such as the Outdoor Recreation Industry and Outdoor Alliance as well as individual entities such as REI, Patagonia, the American Hiking Society and the American Canoe Association have been indispensable to our successes. We would recommend that concerted outreach be made to these groups to gain their input and potential support. Their backing also could facilitate a possible partnership with Maine's signature outdoor business, L.L. Bean.

## 3. Formally Engage Stakeholders

EPI and Quimby personally have been commended, even by park opponents, for their efforts to engage affected user groups and have had some success with local leaders in determining future use of selected parcels. Accordingly, we recommend taking this approach to the next level by expanding it and making it more formal. Discussions would include not only the national park concept but also accommodation of at least some uses, such as motorized recreation, hunting and angling, and sustainable forestry. If successful, this engagement could result in "buy-in" from critical local constituencies that would form a solid foundation on which to build further support.

**a. Create an advisory committee.** One approach to formalize and enhance the process that is already underway is to create an advisory committee for EPI holdings that

would meet periodically to be updated on current plans for the property and give input on how conservation and economic interests can be accommodated. The committee would be a valuable forum for first-hand information about Quimby's vision for the property, providing valuable feedback and helping participants to reach consensus. It also would help shape a shared vision for the property among key stakeholders that to date has not been realized. The operating assumption for such an approach is that an agreement embraced by local stakeholders is likely to face less resistance statewide.

This group could incorporate the already existing stakeholder group with which EPI has been dealing and could be expanded to include other interested parties with no ax to grind that could provide constructive advice. Suggested participants might include representatives from the Appalachian Mountain Club, L.L. Bean and a key timber company.

**b. Develop a shared recreation plan.** SAM and MSA are ideologically opposed to a federal park in the North Woods. However, our interviews suggest that both constituencies could potentially be neutralized or even won over if certain access issues are worked out before any federal designation of EPI lands.

A good first step would include the development of a recreation plan for the area that would demonstrate to local residents that creating a federal entity would not deny them access to favored hunting, fishing, camping and snowmobiling areas. An integrated recreation plan would allow the leaders of SAM and MSA to go back to their members, conduct educational meetings and gain critical on-the-ground support from hunters, anglers and motorized recreation enthusiasts. With buy-in from

members, the two groups could become public advocates for the proposal and serve as spokesmen for the campaign.

**c. Engage a professional mediator.** To facilitate the advisory committee discussions, development of a recreation plan, or similar dialogue or negotiation, we recommend bringing in a professional mediator. There are a number of seasoned, practical professionals with real-world experience to define a range of solutions that would take into account all of the stakeholders within the group and develop a plan that would receive the buy-in of those around the table. Organizations with significant experience in mediating conservation issues include the Keystone Group, Meridian Institute and Resolve.

#### 4. Consider Starting Small

The Appalachian National Scenic Trail is an established NPS unit that has a worldwide reputation and enjoys broad and diverse support. Expanding this federal footprint, rather than creating a new one, might potentially offer the opportunity for Quimby and EPI to set the record straight about their intentions and demonstrate that their main interest is to leave a legacy for others to enjoy. As previously discussed, this could be accomplished by donating the land directly to the Park Service or working with the Appalachian Mountain Club to combine holdings so that a much larger expansion could occur. It is important to note, however, that although the Interior Department has the authority to expand the trail without congressional action, the same requirements of stakeholder support would undoubtedly have to be met. Still, expanding a current federal unit rather than creating a new one is likely to be an easier lift, especially given the trail's popularity and its constituent base in multiple states from which to draw.

# VI

## CONCLUSION



We understand that Roxanne Quimby could accomplish her primary conservation objectives for her land by simply giving it to Baxter State Park or setting it aside in a land trust or other privately held arrangement. However, neither the state nor private solution speaks to her other objective, which is to have her land act as an economic driver in the economically depressed region that is Maine's North Woods.

Quimby and Elliotsville Plantation Inc. have a bold vision to conserve critical environmental lands within an ecosystem that to date has had little or no federal protection. Adding to the National Park System a new unit in the North Woods would undoubtedly be an asset not only to the state of Maine, but to the country as a whole. Quimby and her EPI team have had success in building trust with key local stakeholders. But given the formidable challenges that exist in creating a national park or other federal designation for the region, these relationships are only the beginning of a much longer campaign that requires developing a broader and more engaged alliance of supporters.

What Quimby and EPI have done to date does provide a good starting point to launch the next phase of this effort. Sharing their vision for the North Woods with key stakeholders and providing a more formal process for their input are critical. Demonstrating that federalizing the property will be an economic engine for the region is essential, given the decline of the wood products industry. And ensuring that environmentalists and other conservation-oriented groups, such as outdoor enthusiasts, embrace similar goals with the same passion also is important so that the effort is backed by strong champions who can counter expected opposition.

Award-winning filmmaker Ken Burns reminded us in his recent documentary that national parks are "America's best idea." But, although they are beloved by people in this country and around the world, few have been created without challenge and struggle. The Pew Charitable Trusts hopes that this assessment has provided an insightful and candid analysis on the likelihood for success in securing a national park or other federal designation in the North Woods within the short term. We also trust that the recommendations we have offered will help pave a strategic path forward.





## APPENDIX 1

### The Pew Charitable Trusts

The Pew Charitable Trusts (Pew), based in Philadelphia, has its roots in seven individual charitable funds established between 1948 and 1979. During five decades of charitable giving, Pew honed an approach to social investing that emphasized measurable results. Initiatives in culture, education, the environment, health and human services, public policy and religion have been among the institution's major areas of emphasis. In order to better carry out its core mission of serving the public interest, Pew began operating as an independent public charity in 2004. This status expands Pew's ability to mobilize resources and empowers the organization to capitalize on new types of ventures and collaborations.

### Pew Environment Group

The Pew Environment Group (PEG), the conservation arm of Pew, seeks to protect biological diversity by focusing on reducing the generation of greenhouse gases that contribute to global warming, halting the destruction of the marine environment (with a particular focus on fisheries), and protecting critical forest habitat and wilderness on public lands in the United States, Canada and Australia. Although PEG is involved in a variety of activities, including applied research, media and communications, litigation and public

education, all are undertaken in the context of achieving specific policy targets.

Over the past two decades, Pew has played a prominent role in preserving wilderness and other wild and biologically diverse public land in the United States, Canada and, most recently, Australia. Since 1990, Pew's multiple campaigns have yielded permanent management measures that have protected more than 265 million acres, an area 2½ times the size of the state of California.

In the United States, our work is focused on giving new protective status to ecologically significant areas in Alaska and the lower 48 states that are currently open to development and that we have identified as prime candidates for preservation through legislative or administrative designation. A cornerstone of our work has been to give these areas the nation's highest form of protection by adding them to the National Wilderness Preservation System. Since 2002, campaigns by Pew and its partners have resulted in the designation by Congress of 4.6 million acres of new wilderness in 14 states and Puerto Rico. Pew also has been instrumental in protecting our last undeveloped national forests through the landmark Roadless Area Conservation Rule, an administrative policy issued in 2001 that restricts most commercial logging and road-building on these pristine lands.



## APPENDIX 2

### Pew Staff Biographies

#### Jane Danowitz

Jane Danowitz joined the Pew Environment Group in 2002 as a senior officer responsible for the U.S. public lands protection program, which seeks to preserve America's wilderness areas and undeveloped national forests through federal legislative and regulatory protections. Jane also directs the Pew Campaign for Responsible Mining, a coalition effort to reform the 1872 Mining Law, the frontier-era statute that governs the mining of gold, uranium and other hard-rock metals on public lands in the West.

Jane has more than three decades of experience in public interest education and advocacy at the federal level. Before joining Pew, she served as the director of the Heritage Forest Campaign, a Pew-funded initiative to uphold the Roadless Area Conservation Rule protecting undeveloped national forests. She was also executive director of Americans for Our Heritage and Recreation, a nonprofit organization dedicated to increasing funding for parks and conservation. In addition, she has significant experience in politics and public affairs, having served as vice president of Ogilvy Worldwide, as director of the bipartisan Women's Campaign Fund, and as an aide in municipal government and on Capitol Hill.

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Jane holds a bachelor's degree in American history from Cornell University and a juris doctorate from the Columbus School of Law at the Catholic University of America. She is a member of the District of Columbia Bar.

**Tom St. Hilaire**

Tom St. Hilaire joined the Pew Environment Group in August 2009. As part of the U.S. public lands team, he is responsible for securing strong protections for America's national forest roadless areas and reforming the outdated law that governs the nation's hard-rock mining industry. He works to expand key constituencies, including conservation, hunter-angler and outdoor recreation groups, in public education and advocacy strategies.

Previously, Tom served as vice president of campaign management for the Theodore Roosevelt Conservation Partnership, a coalition of the nation's leading sportsmen's organizations, where he worked to focus the hunting and angling community on effective conservation initiatives. He also was responsible for getting member unions of the AFL-CIO to play a more active role in public lands conservation. As executive director of Americans for Our Heritage and Recreation, he created a unique coalition of 5,000 organizations, government agencies, advocacy groups and businesses to secure landmark federal, state and local funding for parks, recreation, clean water, public health, and natural resources protection. His work for the National Parks Conservation Association included directing public education campaigns to protect America's iconic natural and cultural landscape, including Yosemite, Yellowstone and Great Smoky Mountains national parks, as well as Gettysburg National Military Park and the Martin Luther King Jr. National Historic Site. He honed his campaign organizing skills through local and regional legislative and grassroots campaigns in the Chesapeake Bay watershed, working on the issues of safe, affordable, clean water and protection of fish and wildlife.

Tom has a bachelor's degree in geography, environmental analysis and land use planning from Central Michigan University.

**Charles Moore**

Charles Moore joined Pew in 2009 as a senior officer for planning and evaluation, advising programs on strategy and planning. Previously, he served as an energy, environment and agriculture policy adviser for Sen. Amy Klobuchar (D-Minn.) and as director of government affairs at Oxfam America. Earlier in his career, he was an associate program director for the W. Alton Jones Foundation, dealing with domestic and global biodiversity and energy issues, and before that served as a counsel for the Merchant Marine and Fisheries Committee of the U.S. House of Representatives. He has a bachelor of science in history and juris doctorate from the University of South Dakota and a master of science in economics from the London School of Economics and Political Science.

**Robert Stix**

Robert Stix is an officer with the philanthropic services team of The Pew Charitable Trusts, where he serves individuals, families and foundations wishing to leverage their philanthropy through a partnership with Pew. Bob focuses primarily on developing and stewarding philanthropic partnerships with the Pew Environment Group and the Pew Health Group. He came to Pew in January 2008 when it merged with the National Environmental Trust (NET), where he was the director of foundation relations from 2004 to 2008.

Before joining NET, Bob was the director of operations and development for the Government Accountability Project, a national public interest law firm that promotes whistleblower protection. Previously, he was a program officer for the Ruth Mott Fund, directing the foundation's programs on peace and national security and on the environment. During the 1980s, he worked for several organizations focusing on human rights in Guatemala and U.S. policy toward Central America.

Bob has conducted numerous seminars on foundation fundraising and has written a guide for donors on philanthropic partnerships with grassroots groups in Guatemala. He majored in philosophy at Reed College while helping to establish a community night school and conducting field work on orangutans in Borneo and Japanese macaques in Oregon.



## Contractor Biographies

### Thomas Walker

Thomas Walker is a natural economist and policy analyst with more than 25 years of domestic and international experience in the analysis, implementation and management of environmental initiatives. Most recently, as consultant to the Manomet Center for Conservation Sciences, he served as the project director for a study evaluating the greenhouse gas implications of burning forest biomass for energy. In addition, he acted as the technical coordinator for the Massachusetts Forest Futures initiative, established by the state's Department of Conservation and Recreation to recommend a 21st-century vision and implementation strategy for managing the state parks and forests.

Previously, he served as a United Nations diplomat in Geneva, where he directed the establishment of the Follow-Up Programme for Environmental Awards of the United Nations Compensation Commission. His primary responsibility at the UNCC was to create the vision and build consensus for a new U.N. program overseeing \$4 billion in compensation awarded to restore ecosystems damaged during the 1991 Persian Gulf War.

Before joining the UNCC, he served as a principal and managing director at Industrial Economics Inc., a 100-person environmental consulting firm in Cambridge, Mass. He headed the firm's environmental policy practice area and managed a substantial consulting practice of his own for government, nonprofit and private clients. A sampling of his consulting engagements at IE includes the following projects:

- For the Open Space Institute, he directed economic and financial analyses designed to help regulators and the public evaluate whether Plum Creek Timber's extensive real estate development proposal for its lands in the North Woods provided conservation value sufficient to offset the adverse impacts of new second-home and resort development. He also played a prominent role in OSI's outreach efforts to environmental groups, regulators, the regional news media and Plum Creek.
- He directed the development of expert testimony on the economic value of environmental damage caused by oil drilling on the lands of Candlewood Timber Group, a

start-up company investing in sustainable, green-certified tropical hardwood forestry.

He received a bachelor's degree *cum laude* in economics and political science from Yale College and has a master of forest science degree in natural resource economics from the Yale School of Forestry and Environmental Studies. He is a counselor for the Manomet Center for Conservation Sciences. Previously, he served as chair of the Lincoln Conservation Commission, a Massachusetts town board that regulates wetlands development and manages the town's extensive conservation landholdings. In addition, he was vice chair of the Rural Land Foundation, a nonprofit organization that has been a pioneer in conservation-oriented real estate development.

### John J. Reynolds

John J. Reynolds served more than 39 years in the National Park Service, holding the positions of deputy director, regional director, director of the Denver service center and superintendent of North Cascades National Park; assistant superintendent of the Santa Monica Mountains National Recreation Area; and park planner/landscape architect.

He is a board member of the Presidio Trust, the Student Conservation Association, the Chesapeake Conservancy, Global Parks, and the Shenandoah National Park Trust. He also is the Virginia citizen representative to the Chesapeake Bay Commission; a member of the North Cascades Institute Advisory Council; and chair of the Flight 93 National Memorial Federal Advisory Commission and the Captain John Smith National Historic Trail Advisory Council.

He is a past board member of the Landscape Architecture Foundation, George Wright Society, Yosemite Fund, Yosemite National Institutes, and Association of Partners for Public Lands and is a past U.S. delegate to the World Heritage Committee.

He has received Meritorious and Distinguished Service Awards from the Department of the Interior and was a LaGasse Conservation Award recipient and fellow with the American Society of Landscape Architects. He holds a bachelor's degree from Iowa State University and a master's from the State University of New York at Syracuse, both in landscape architecture. He served in the New Jersey National Guard and U.S. Army Reserve from 1966 to 1972.





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**From:** [Ross, Molly](#)  
**To:** [lucas.st.clair](#)  
**Subject:** Re: More Docs  
**Date:** Thursday, August 13, 2015 7:39:53 PM

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Excellent. It seems to rely on a 2011 EPI report that addresses the four NPS criteria. Do share that one, too, if you find it (not necessarily tonight!).

Thanks!

On Thu, Aug 13, 2015 at 9:26 PM, lucas.st.clair <(b) (6) [gmail.com](#)> wrote:

Still working on all the doc's that he sent to DOI.

Here is something else that I just found.

Lucas St. Clair

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**From:** [lucas.st.clair](#)  
**To:** [Molly Ross](#)  
**Subject:** More Docs  
**Date:** Thursday, August 13, 2015 7:27:21 PM  
**Attachments:** [Management Plan\\_FINAL.pdf](#)  
[East of Katahdin National Park and Recreation Area.pdf](#)

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Still working on all the doc's that he sent to DOI.

Here is something else that I just found.

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# National Park and Multi-use Area Discussion Paper – December 2012

## **Purpose of the Proposed Park**

The National Park will protect a natural and culturally significant area along the East Branch of the Penobscot River and the tributary Wassataquoik Stream for the purposes of preserving natural ecological processes within the area, scientific research, and provide for public use and enjoyment.

The establishment of a national park in the Katahdin Region will add value to the region's rural economy. Increased revenues from new visitors or extended stay visitors and park employees will be welcome income in the region.

## **Criteria for Inclusion in the National Park System**

A Fall 2011 report prepared by EPI (Elliotsville Plantation Inc.) evaluated the resources of the proposed park against the National Park System Criteria. The evaluation judged that the proposal meets all aspects of the criteria except Feasibility. The report noted that the proposal lacked local support, however the criterion for national significance, suitability and need for NPS management were met.

## **Fundamental Values of the Park**

The proposed Park consists of approximately 75,000 acres west of the East Branch Penobscot River and is to include a ½ mile setback from the east side of the river. The area is immediately east of Baxter State Park and other state lands. The park will encompass much of the western watershed of the East Branch; the views to and from Baxter State Park and Mount Katahdin and it will provide varied opportunities for outdoor recreation, education, and employment four seasons of the year. The area of the proposed park has been logged for the better part of two centuries. Over that time logging roads were developed and transect the landscape. It is not an undisturbed forest, yet the small ponds and streams, and the shorelines of Wassataquoik Stream and the East Branch of the Penobscot River remain largely unchanged. Small dams built to support the logging activity within the area have long washed away. The forest is successional and in a short time the area of the proposed park will be a true, accurate and relatively unspoiled example of a mature forest in the Maine Woods.

The fundamental characteristics of the park include:

**Free flowing rivers** include portions of two major watersheds -- 13 miles of the lower Wassataquoik Stream and 22 miles of the East Branch of the Penobscot River.

The section of the Penobscot East Branch, which the proposed park encompasses, is free flowing through a mixed hardwood and evergreen forest and characterized by stunning landscapes of flat water pools broken by rapids and waterfalls, including Stair Falls, Haskell Rock Pitch, Pond Pitch, Grand Pitch, and the Hulling Machine. The section of the Wassataquoik Stream within the area flows at a steeper pitch and is noted for the ½-mile rapids at Orin Falls.

- The watershed has the significant potential to support a population of ocean-run Atlantic salmon, and is a notable high-quality native brook trout fishery.
- The 1982 Maine Rivers Study listed the East Branch system, including the Seboeis River and Wassataquoik Stream, among its A-ranked rivers, declaring the system to be one of the least-developed watersheds in the Northeast and eligible for inclusion in the National Wild and Scenic River System.

**Forest cover** is transitional. The area supports both the southern broadleaf deciduous forest zone and the northern boreal forest zone. The proposed park would become the largest and most northern national park in the NPS Northeast Northern Temperate Network. The park area is characterized by a rich biodiversity found on hilltops and barrens and steep slopes to ravines and coves, floodplains forests, and wet basins. The Nature Conservancy (TNC) has classified some 4,000 acres of the total as "critical for biodiversity conservation, as the area's ecosystems are likely to harbor rare or uncommon plants and animals. The matrix forest that covers most of the rest of the area is part of TNC's highest priority for conservation.

**Wildlife** is abundant with moose, bear, deer, coyotes and 78 avian species (nesting) populating the landscape. A winter track survey in the proposed park area, conducted by the Maine Department of Inland Fisheries and Wildlife in 2007 and EPI in 2011 and 2012, found the presence of the federally threatened Canada lynx.

**Geology** of the area is complex and significant. Such eminent geologists as Dabney Caldwell, Robert Neuman, and Douglas Rankin have studied here. The granitic Katahdin pluton and adjacent exposed bedrock is 360 to 500 million years old, with many well-preserved fossil occurrences. Glacial features include carved headwalls, cirques, sharp ridges, and glacial till, moraines, and eskers--sinuous steep-sided ridges of sand and gravel. The area contains at least two areas of geologic interest and significance, Haskell Rock and Cambrian Grand Pitch Formation. The highest summits on the property are Deasey Mountain (1,942 feet) and Lunksoos Mountain (1,762 feet). Both have spectacular views, especially looking west towards Katahdin.

Cultural History extends over thousands of years. It is known that Native Americans traveled up and down Wassataquoik and the East Branch, established seasonal camps, hunted game, and fished for Atlantic salmon and trout. During the latter half of the 19<sup>th</sup> Century the two valleys were used as the major access routes for the early exploration of Katahdin. Throughout the 19<sup>th</sup> and early 20<sup>th</sup> Century the area witnessed intensive logging and river drives that sent saw logs and later pulp wood down river to the sawmills and paper mills. In the 19<sup>th</sup> Century a few sporting camps developed along the Wassataquoik and East Branch affording adventuresome hunters and fishermen access to these remote reaches of the Penobscot drainage. Early visitors included the artists John James Audubon in 1832, Fredrick Church starting in 1852 returning over his lifetime until 1900. Henry David Thoreau on his 4<sup>th</sup> and last trip to Katahdin traveled down the East Branch.

The majestic landscape of valleys and woodlands east of Katahdin inspired two important 20<sup>th</sup> Century conservationists, Theodore Roosevelt and Percival Baxter. In 1878, Roosevelt, a junior at Harvard College, visited the area to improve his health and stamina. In 1879,



Roosevelt climbed Katahdin from Stacyville up the East Branch and Wassataquoik to Katahdin Lake and the summit. Similarly, in 1920, 41 years later, Percival Baxter, at the age of 44 and later the governor of Maine, it is often said, stood on the ridge near Stacyville and determined to protect Katahdin for the people of Maine. From an 18<sup>th</sup> Century wilderness, home only to Native Americans, the area of the proposed park played a significant role in shaping the economy of the region and through its lumber and pulp wood export it helped shape world commerce. Through the paintings of Frederick Church, George Hallowell and many others it helped shape the American understanding of wilderness, and from the early explorers, including Theodore Roosevelt and Percival Baxter, it gave definition and a foothold to 20<sup>th</sup> Century land conservation in the United States.

Sportsmen and recreationists have been coming to this area for 200 years. Within the proposed park superlative opportunities for public enjoyment exist year-round. With primary access from the north and east, canoeing, rafting, fishing, hiking, mountain biking, painting and photography of landscapes and wildlife, and nature education will be improved and continue along the rivers, streams ponds via backcountry trails. An extension of the Appalachian National Scenic Trail, the International Appalachian Trail (IAT/SIA) crosses a 30-mile stretch of the proposed park from Baxter State Park to Grand Lake Matagamon as it threads its way northeast to Canada and Europe.

### **Regional and Park Access**

The Katahdin Region of Maine is readily accessible from both the north and the south via Interstate 95. Half way between Bangor and Houlton, ME at approximately 60 miles each way, it is positioned along major domestic and Canadian tourism travel routes. Bangor is a full-service city including an airport with international and domestic flight service, and is the diverging point between Acadia National Park and the proposed national park. The drive between Stacyville, via Bangor, and Acadia National Park is 2.5-hours.

Primary public access to the national park will be from I-95 at Medway or Sherman, then along the Grindstone Scenic Byway (Route 11) via a southern entrance near Stacyville and a north entrance off the Grand Lake Road at Baxter State Park.

### **Public Use and Enjoyment**

The park will support a wide range of recreational, educational and cultural activities. Hiking or river trips will allow for the interpretation of the natural and cultural history of the park. Hiking trail highpoints will provide superlative views of Katahdin, Katahdin Lake and other smaller ponds and stream valleys. Foot and water travel along the Wassataquoik and the East Branch provide opportunities for contemplative and active recreation. Volunteers can staff the abandoned forest fire lookout on Deasey Mountain and interpret for the public the historical technology of fire lookouts and their lifestyles. Those who climb to the top of Deasey Mountain will be rewarded with commanding view of Katahdin, and the valleys of Wassataquoik Stream, Sandy Stream, the Seboeis River, and the East Branch of the Penobscot River. Throughout the park, visitors can relate the history of early exploration and the original surveyor east-west monument line that bisects the property, the inspiring interpretations of the landscape by internationally recognized artists, the history of logging, the technologies and products that were developed by the timber industry, and the story of the never-ending transition of the forest ecology.

**Interpretation and Education** programs will be established for park visitors and outreach will be made to regional schools and service organizations. Within the park, ranger or volunteer led interpretive talks and campfires will be ongoing at various locations covering various natural and cultural topics. A system of wayside exhibits will be designed and located at vistas and other points of interests. Offsite programs designed for schools and other organizations will carry the story of the park throughout the region.

**Automobile access** will be provided at both the north and south end of the park and will support park use throughout 3 seasons of the year. ATVs will not be allowed in the park.

In the north, the entrance will be via the Messer Pond Road running 3.5 miles south off the south side of the Grand Lake Stream Road. The road will terminate at a trailhead less than a mile from the East Branch. A 0.5-mile spur, Oxbow Road, will provide canoe and tent camping access to the East Branch.

In the south the park entrance will be west of Route 11 in Stacyville. Automobiles will enter the park at the beginning of a "park loop road" southeast of Wassataquoik Mountain. The 18.3-mile loop road will be designated on existing, well-established logging roads. The loop will provide access to trail heads for hiking, camping, seasonal river trips on Wassataquoik Stream, and scenic vistas of the park and Mount Katahdin. To allow legal public access, a small bridge and short connector road needs to be constructed at the southern entrance.

**Winter Use** will include cross-country skiing on groomed and ungroomed trails, snowshoeing, camping and snowmobile use limited to the loop road and the existing trail to Lookout Mountain.

**Pros and Cons of Automobile and Snowmobile Use** are the subject of ongoing discussion. The national park should provide for this activity. Managed, four-season automobile and snowmobile access to the park allows for the greatest number of visitors while affecting less than one percent of the total park area. Visitors from the region or from distant places will be able to see views similar to those of the early explorers. The magnificent view of Katahdin's Great Basin, Keep Ridge, Pamola Peak, the Knife Edge, Baxter Peak and Hamlin Peak frame the landscape. In the north, the snowmobile trail to the "Lookout" will sustain a longstanding and sought after winter use tradition. There will be noise associated with this use yet they can be managed to drastically minimize negative effects. Speed control throughout the four seasons will minimize noise. Partnerships with snowmobiles clubs can insure voluntary patrols and compliance. In summary, the increased opportunity for increased visitors and the minimal impact on the landscape supports the extremely limited presence of automobile and snowmobiles in the park.

**Park Entrance Fees** provide an opportunity to offset operating costs. Limited parking fees can be collected at the west end of the Stacyville Road and at the end of the Messer Pond Road. The auto loop road provides an opportunity to collect far more significant revenues. Fee collection stations give the park user an opportunity to connect directly with a Park Ranger and the ranger the opportunity to provide information and to reinforce the values and significance of the park.

**Visitor services facilities** will be provided in two venues. A modest visitor center at a commanding scenic vista east of the park along the Stacyville Road and a modest visitor orientation station along the western side of the park loop road will be developed.

Potentially a similar visitor orientation station will be developed on the Messer Pond Road near the trailhead parking area. In addition to providing a wayside to allow views of the commanding vistas and associated short nature trails, the facilities would offer bathrooms, retail sales by a park cooperating association, and light refreshments. Both of these facilities will serve as demonstrations of sustainable design and renewable energy. Snowmobile users of the loop road, as well, will enjoy comfort and refreshments at the visitor orientation station.

**Scientific study** opportunities exist within the park. Due to the logging history the forest is a successional matrix of mixed age and species. It also contains two of Bailey's eco regions, the Adirondack-New England Mixed Forest-Coniferous Forest-Alpine Meadow Province and the Laurentian Mixed Forest Province. Wildlife species are responding to habitats created by clearings and edges created by past logging. Inventory and Monitoring of the successional forest and wildlife change and the potential effects on the range of eco regions due to climate change provide important opportunities for scientific study.

**Youth Employment and Education** is a locally important contribution of the park. The park will partner with the Maine Conservation Corps. In existence since 1983 the Maine Conservation Corps (and AmeriCorps) have been "getting things done, strengthening communities, encouraging responsibility, and expanding opportunities." The park will co-sponsor with local organizations and individual volunteers "no child left inside" programs to promote physical well-being and teach outdoor education and life-long recreation skills. Initial projects will include restoration of the historic Keep Path and a tote road trail along the Wassataquoik Stream connecting with trails in Baxter State Park, the research, mapping and clearing of vista overlooks along the loop road, trail mapping with GIS, maintaining trails and trail signs.

**History, Culture and the Arts Programs** will be established. These programs will include recording oral histories from loggers, sportsmen, and Native Americans, re-creation of traditional Maine woods cultural events typical of the 19<sup>th</sup> and early 20<sup>th</sup> Centuries, and artists or writers in residence. The artists and writers might stay in one or two backcountry cabins remaining in the park area or in facilities immediately adjacent to the park. These programs will be done in partnership with local historical societies, museums and cultural, arts and writers groups.

### **Traditional Maine Woods Multiple-Use Areas**

Traditional Maine Woods multi-use areas will be established to permanently establish traditional uses on lands east of the East Branch Penobscot River and in areas west of Brownville Junction near Sebec Lake. EPI currently owns more than 50,000 acres in these two areas and is willing to purchase from willing sellers additional lands in fee or easements for this purpose. If the property is purchased in fee title it will be resold to a future private buyer once easements are in place or it might be donated to a public agency such as the State of Maine as a Wildlife Management Area. The permanent easements would provide for fishing and hunting, sustainable/habitat enhancement forestry, and public access for passive recreation. Permanent snowmobile and ATV right of ways would also be established along the respective Interconnected Trail Systems.

## **Regional Tourism**

One can readily point to municipalities or regions that serve as gateways to national parks that have economically benefited from the park's presence. The source of this benefit comes from visitor expenditures, income to park employees, population growth, and real estate values.

Clearly the tourist economy is not new to the Katahdin Region but it can grow. New park visitors or visitors who extend their stay purchase food (groceries and restaurants), lodging, fuel, retail and recreation services in the local communities.

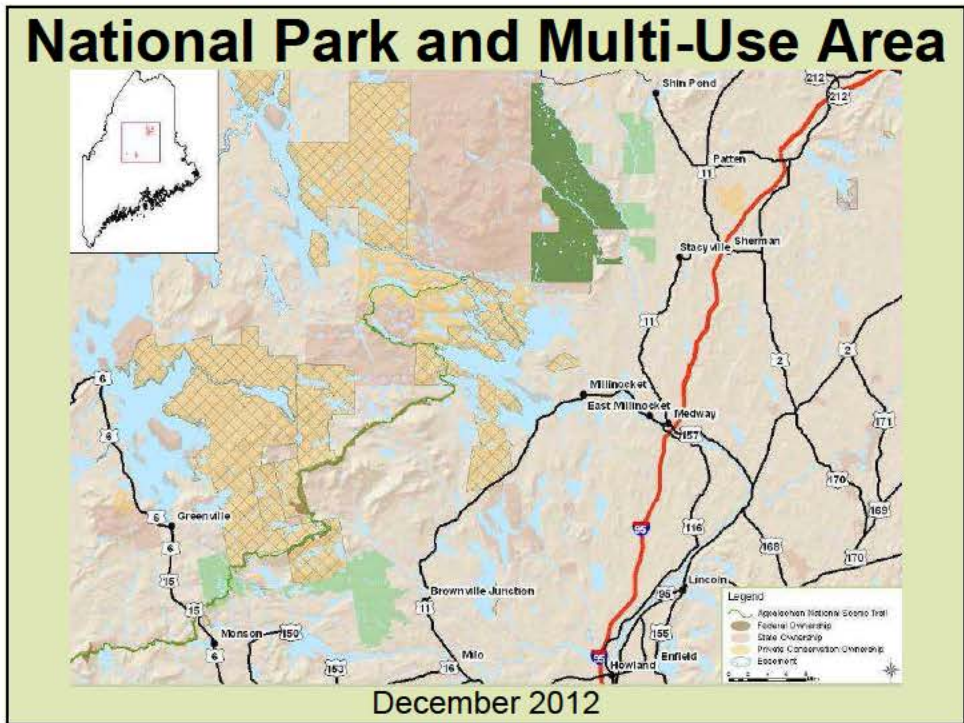
The presence of a national park creates and promotes the concept of a tourism community and in many places these communities have become destination areas for a new population of residences thus improving property values and potentially reducing the mill rate on property taxes.

The presence of a national park would create incentives to expand or create small businesses. Creation of the Tradition Maine Woods Multiple-Use Area and the permanent location of the snowmobile Interconnected Trail System and the permanent hunting and fishing rights would provide greater predictability for the associated small businesses.

Additionally the concept of a major multi-purpose visitor information and commercial services facility should be explored. In one strategic location, the NPS and State could partner in a visitor information facility. The same complex could offer retail and visitor/sportsman service information, galleries for locally produced art and traditional crafts exhibition and sales. This complex could also include the development of a major regional museum. This museum (through archives, objects, photography and art) could interpret the story of the Native Americans past and present, the presence of numerous European ethnic populations, the historic importance of water to the ecology and economy of the region, the story of land ownership and logging past and present, and the history of the lumber and the pulp and paper industries in the region. The story of the Katahdin Region and the Penobscot River is significant in the American story. The museum in its own right could become a major education facility and tourist attraction.

## **Park Name**

The park name deserves some thought at this juncture. Generally, national parks are named in association with their location. Currently there seems to be general agreement that the appropriate name has not been identified. A decision is not needed at this point but seeking the appropriate name should continue. When considering location thought can be given to such names as East Branch Penobscot National Park, East of Katahdin National Park and Wassataquoik National Park.



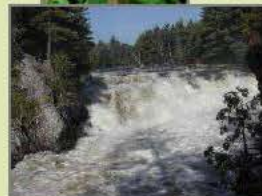
## National Park Activities

- Paddle Sports
- Trails
- Camping
- Fishing



## National Park 3-Season Use: Paddle Sports

- TWO Rivers:
  - East Branch Penobscot River (22 miles)
    - 5 sets of rapids
  - Wassataquoik Stream (13 miles)
    - ½ mile of rapids at Orin Falls
- Ponds:
  - Little Messer
  - Messer
  - Hathorn
  - Big Robar
  - Little Hathorn
  - Moose
  - Deasey
  - Unnamed





## National Park 3-Season Use: Trails

- Hiking:
  - On EPI: 7 named peaks >1300ft
    - Kelloch (1368'), Wassataquoik (1368'), Barnard (1558'), Deasey (1942'), Lunksoos (1762'), Hathorn (1470), Billfish (1601')
    - Big Robar Ribbed Moraine
  - Nearby: East Turner (2385') and Hunt (1480')
- Cross-country Walking:
  - Telos Tote Road
  - Wassataquoik Tote Road
- Mountain Biking along designated tote roads



## National Park 3-Season Use: Fishing

- Rivers and Streams:
  - East Branch Penobscot River (22 miles)
  - Wassataquoik Stream (13 miles)
  - Sandy Stream (5 miles)
  - Many named and unnamed streams and brooks
- Ponds:
  - Little Messer
  - Messer (Wild Brook Trout)
  - Hathorn (Native Brook Trout)
  - Big Robar (Native Brook Trout)
  - Little Hathorn (Native Brook Trout)
  - Moose
  - Deasey
  - Unnamed



## National Park 3-Season Use: Camping

- Tent-only:
  - Sandbank Stream-accessible by car
  - Wassataquoik Stream near Orin Falls
  - River Trip Sites:
    - Upper East Branch
    - Stair Falls
    - Haskell Deadwater
    - Pond Pitch
    - Bowlin Falls
    - Big Spring Brook
    - Hathorn Landing
    - Big Seboeis
- IAT Lean-to:
  - Katahdin Brook near Rocky Pond
  - Wassataquoik Stream near Katahdin Brook
  - Lunksoos Mountain
  - Grand Pitch



## National Park Winter Use: Trails

- Snowshoeing:
  - 7 named peaks >1300ft
  - Nearby: East Turner (2385') and Hunt (1480')
  - Hundreds of miles of gravel roads
- Cross-country Skiing (Groomed and Backcountry):
  - Groomed: Telos Tote Rd, Lookout Trail, Loop Road
  - Hundreds of miles of gravel roads for backcountry skiing





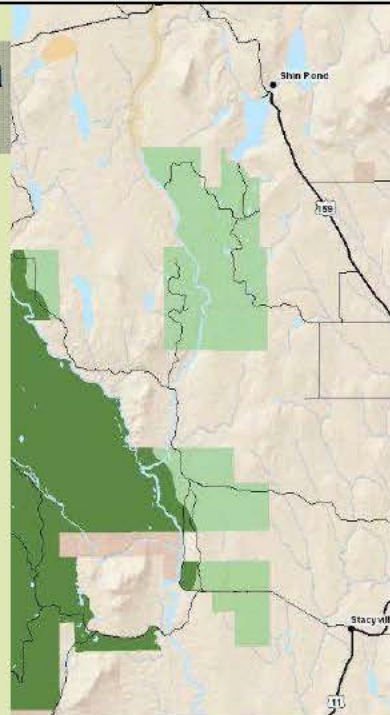
## National Park Winter Use: **Camping**

- Tent-only, accessible in winter:
  - Sandbank Stream
  - Wassataquoik Stream near Orin Falls
  - Upper East Branch
  - Stair Falls
  - Haskell Deadwater
  - Pond Pitch
  - Hathorn Landing
- IAT Lean-to:
  - Katahdin Brook near Rocky Pond
  - Wassataquoik Stream near Katahdin Brook
  - Lunksoos Mountain
  - Grand Pitch



## Multiple Use Area Activities

- Paddle Sports
- Trails
- Camping
- Fishing
- Hunting



## Multi-Use Area 3-Season Use: Paddle Sports

- Bodies of Water
  - Seboeis River (9.2 miles)
  - Kimball Deadwater
  - Twin Ponds



## Multi-Use Area 3-Season Use: Trails

- Hiking:
  - On EPI: Peaked Mtn (820ft) and Lookout Mtn (804ft)
  - Kimball Brook Loop
- Mountain Biking along designated tote roads
- Horseback Riding along designated roads and trails





## Multi-Use Area 3-Season Use: Fishing

- Boat/Trailer access on Seboeis and East Branch Penobscot Rivers
- Canoe/Shore Fishing Opportunities: Twin Pond #1 & #2, two unnamed ponds, several flowages
- Brook trout, landlocked salmon



## Multi-Use Area 4-Season Use: Hunting

- Big and Small Game Hunting Opportunities:
  - Moose
  - Bear
  - Deer
  - Snowshoe Hare
  - Turkey
  - Ruffed Grouse
  - Waterfowl
  - Woodcock



## Multi-Use Area 3-Season Use: **Camping**

- Tent-only:
  - Kimball Brook
  - Seboeis River (near Kimball Brook)
  - Others to be identified
- Back-country “Leave No Trace” camping is allowed where campsites are not designated
- Car camping will be provided by private campgrounds outside the Multi-Use area



## Multi-Use Area 3-Season Use: **Driving**

- Access via three major routes:
  - Stacyville
    - Swift Brook Rd
    - Sherman Lumber Company Rd
  - Patten
    - American Thread Rd
- Scenic vistas/overlooks/rest stops
  - Entrance of Swift Brook Rd
  - Mile 9 on Sherman Lumber Company Rd
  - Throughout the “Seboeis River Parcel”
- Five Day-Use Areas
  - Philpot bridge on Seboeis River, Ragged Brook, Unnamed Brook, Kimball Brook, and Twin Ponds
- Visitor Center along Stacyville Rd





## Multi-Use Area Winter Use: Trails

- Snowshoeing:
  - Peaked Mtn (820')
  - Many miles of gravel roads
- Cross-country Skiing (Groomed and Backcountry):
  - Many miles of gravel roads for backcountry skiing
  - Potential for groomed trails



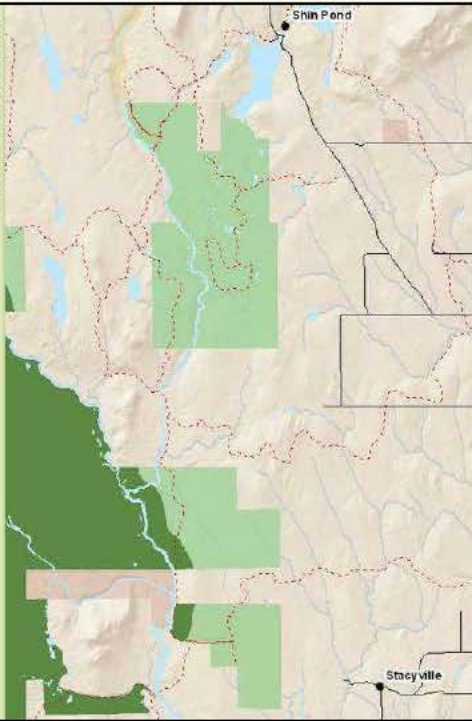
## Multi-Use Area Winter Use: Camping

- Tent-only accessible by ski/snowshoe:
  - Kimball Brook
  - Seboeis River (near Kimball Brook)
- Back-country "Leave No Trace" camping is allowed where campsites are not designated



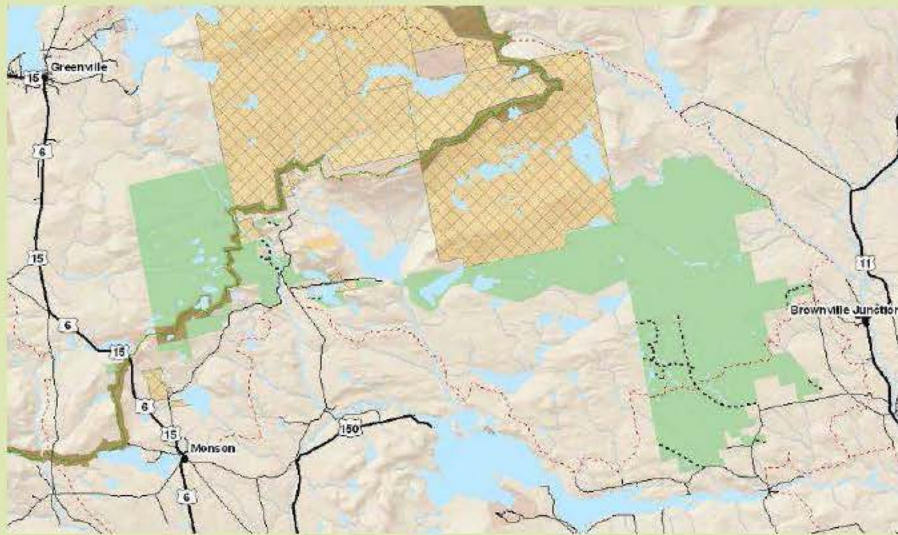
## Multi-Use Area Winter Use: Snowmobiling

- Permanent snowmobile trails along the Interconnected Trail System (ITS)



## Multiple Use Area Activities

- Fishing
- Snowmobiling
- Trails
- Hunting
- Camping





## National Park & Multi-Use Area: Natural History & Land Use

- Pre-17<sup>th</sup> Century: Native Americans traveled the Wassataquoik and East Branch
- 17<sup>th</sup>-20<sup>th</sup> Century: Changing land ownership and logging practices
- 19<sup>th</sup> Century: Wassataquoik and East Branch valleys used in exploration of Katahdin
- 19<sup>th</sup> & 20<sup>th</sup> centuries:
  - Intense harvesting & river drives
  - sporting camp establishment
  - Naturalist-Artists-Conservationists
    - Audubon
    - Church
    - Thoreau
    - Roosevelt
    - Baxter



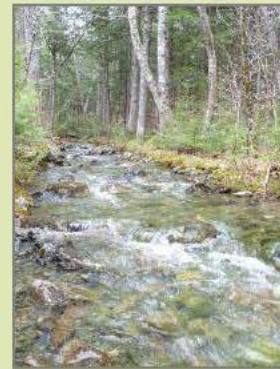
## National Park & Multi-Use Area: Artists and Writers in Residence

- Artist and Writer's Studios
  - Lunksoos Camps (several cabins)
    - East Branch Penobscot River
  - Sandy Stream Cabin
    - Burntland Pond near Baxter State Park and Sandy Stream
  - Goodyear Cabin
    - Haskell Deadwater, East Branch Penobscot River



## National Park & Multi-Use Area: Scientific Study

- Inventory and Monitoring
  - Wildlife response to forest succession
  - Forest species mix
  - Climate Change
- Two of Bailey's eco-regions:
  - Adirondack-New England Mixed Forest-Coniferous Forest-Alpine Meadow Province
  - Laurentian Mixed Forest Province



## National Park & Multi-Use Area: Interpretation & Education

- Park ranger or volunteer-led interpretive talks and campfires
- Wayside exhibits located at vistas and other points of interest
- Offsite programs to schools and other organizations





## **National Park & Multi-Use Area: Visitor Services & Facilities**

- Visitor Center along the Stacyville Road
- Visitor Orientation Station along the western side of the park loop road and potentially north entrance
- “Gateway” federal-state multi-purpose visitor information and commercial services facility should be explored

## **National Park & Multi-Use Area: History, Culture & Arts Programs**

- Oral histories from loggers, sportsmen, and Native Americans
- Re-creation of traditional Maine woods cultural events
- Artists or writers in residence
- Partnerships with Patten Lumbermen’s Museum and other local historical societies, museums and cultural, arts, and writers groups



## National Park & Multi-Use Area: Youth Employment & Education

- Maine Conservation Corps
  - Initial Projects
  - Restoration of the historic Keep Path
  - Establish a trail on tote road along the upper Wassataquoik Stream, connecting to Baxter State Park
  - Research, Mapping, and Clearing of vista overlooks along the loop road
  - Trail mapping with GIS
  - Trail sign making and installation
  - Maintaining Trails and Trail Signs



## National Park & Multi-Use Area: Jobs

- Park Employees
  - Administration
  - Rangers
  - Maintenance
- Tourism
- Guides & Outfitters



## National Park 3-Season Use Option: Park Roads

- Park Loop Road
  - 18.3 miles
  - Due west of Deasey Ponds Trailhead and the end of Stacyville Rd
  - Common wildlife encounters
  - Visitor Orientation Station
  - Interpretive signs, scenic overlooks, and natural features to explore
- Messer Pond Road
  - 3.5 miles to trailhead parking-Visitor Orientation Station
  - Access to canoe launch on East Branch Penobscot River via Oxbow Rd



## National Park Winter Use Option: Snowmobiling

- Park Loop Road
  - Interpretive signs, scenic overlooks, and natural features to explore
  - Spectacular views of Mt. Katahdin
- Lookout Trail
  - Expansive views West, East, and South
  - Views of peaks in Baxter State Park





## Projects to Support Recreation Activities

1. Park and Multi-Use Area Rules and Map
  - Access and parking – Stacyville and Messer Pond Roads
  - designated roads on the east side of East Branch
2. Boat access and parking - Lunksoos and Seboeis River (Philpot)
3. Grade the American Thread Road (4-miles)
4. Picnic tables (3 or 4) at various east-side pond and stream locations
5. Establish Maine Conservation Corps program
6. Continue artist and writer in residence
7. Commercial use requirements - permit and liability insurance

### Overall Safety Concern

The condition of 4 bridges on the park loop road should be replaced for safety reasons if numerous trips are planned on this loop.

### Option for Loop Road

1. To afford legal public access – small bridge and short road connection, west end of Stacyville Road
2. Complete road signage
3. Vista clearing
4. Wayside exhibits

## Summary

- A National Park will permanently protect and provide public use on 75,000 acres of nationally significant woodlands, rivers and ponds west of the East Branch of the Penobscot River.
- The 21,000+ multi-use acres east of the East Branch and 40,000+ acres between Brownville and Greenville will permanently provide for fishing, hunting, snowmobiling, camping, trails, and sustainable/habitat enhancement forestry
- The dedicated uses in these areas will give local recreation businesses predictable and reliable venues for their commercial activities
- Increased and longer stay tourists and park employee salaries will benefit the local economy.

**From:** [Ross, Molly](#)  
**To:** [lucas.st.clair](#)  
**Subject:** Re: Bob McIntosh report  
**Date:** Friday, August 14, 2015 11:03:54 AM

---

Lucas, we are having trouble opening the document. Perhaps you could try to send it once more and see if that helps?? Thanks!

On Fri, Aug 14, 2015 at 12:24 PM, lucas.st.clair <(b) (6) [gmail.com](#)> wrote:

Hi Molly,

I found the report. Here you are. I will also reach out to Bob to see if he thinks that he can help going forward.

I hope your drive back to Lovell went well. It was great to spend the day with you!

Best,

Lucas St. Clair

C. (b) (6)  
O. 207-518-9462

[Lucas@elliotsvilleplantation.org](mailto:Lucas@elliotsvilleplantation.org)  
[www.katahdinwoods.org](http://www.katahdinwoods.org)

**From:** [Ross, Molly](#)  
**To:** [lucas.st.clair](#)  
**Subject:** Re: Bob Mcintosh report  
**Date:** Friday, August 14, 2015 10:53:11 AM

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Thanks, Lucas! I lingered in the area on Thursday morning, and tried to get some cell phone photos that do justice to the area, but mostly failed---knowing that there are lots of good photos out there anyway! I can't thank you enough for your time and work, and for all that you are doing.

Molly

On Fri, Aug 14, 2015 at 12:24 PM, lucas.st.clair <(b) (6) [gmail.com](#)> wrote:

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**From:** [lucas.st.clair](mailto:lucas.st.clair)  
**To:** [Molly.Ross](mailto:Molly.Ross)  
**Subject:** Bob McIntosh  
**Date:** Friday, August 14, 2015 12:54:03 PM  
**Attachments:** [Maine Woods Report for DOI.11.4.11\\_V3.pdf](#)

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Try this version.

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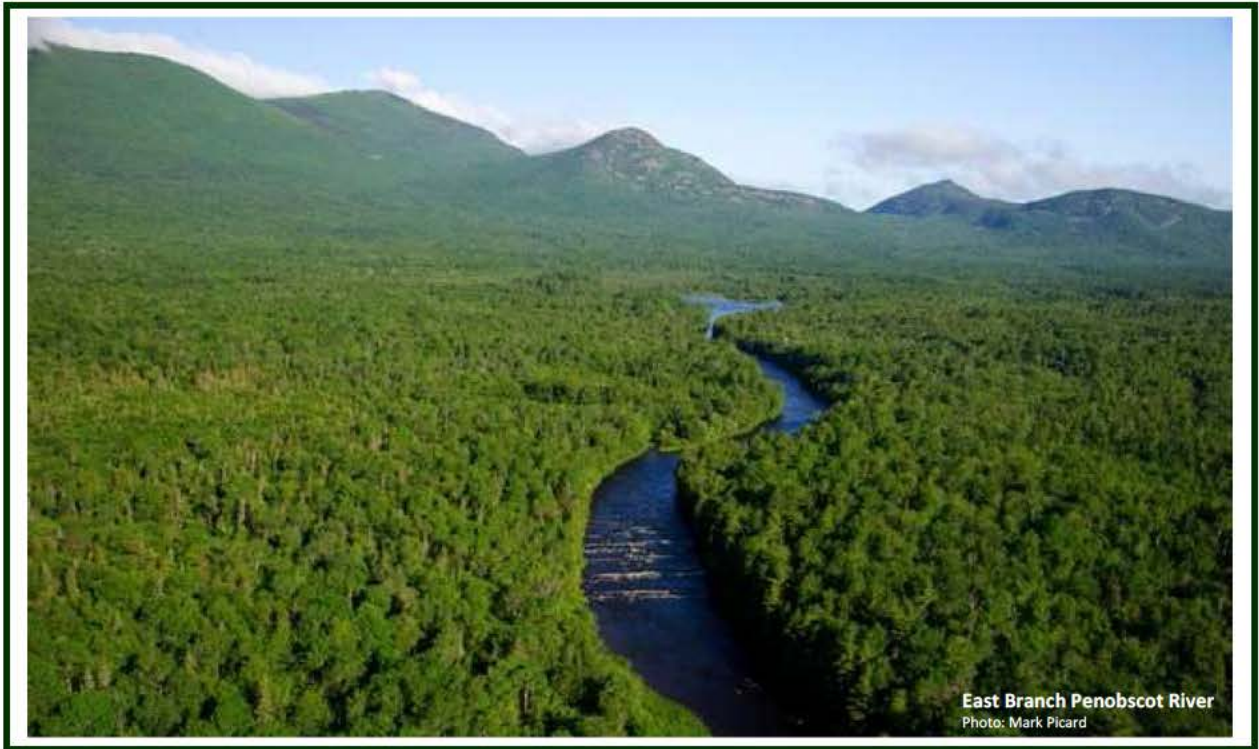
# **A Maine Woods National Park The Proposal**

## **OVERVIEW**

This report presents a proposal to create a new unit of the National Park System in the Maine woods immediately east of Baxter State Park. The report generally reflects the requirements of the Management Policies of the National Park Service, specifically Chapter 1.3 Criteria for Inclusion in the National Park System. It outlines the nature of a gift to the United States offered for the purpose of establishing the proposed Maine Woods National Park, the proposed purpose of the park, and supplemental information regarding park operating expenses and revenues, youth employment opportunities, and a commitment to further traditional recreation use on additional lands outside the national park. It also provides some preliminary information on the economic benefits resulting from the park's creation.

The Elliotsville Plantation, Inc. (EPI)

Roxanne Quimby, Founder



East Branch Penobscot River  
 Photo: Mark Picard

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






## **PURPOSE OF THE PROPOSED PARK**

The Maine Woods National Park is proposed to protect an area of the Maine woods for the purposes of maintaining the natural ecological processes within the area, supporting scientific research, and, providing for recreation use and enjoyment.

The establishment of a national park in the Katahdin Region would add value to the region's rural economy. Increased revenues from park employee and new visitors or extended stay visitors would be welcomed income in the region.

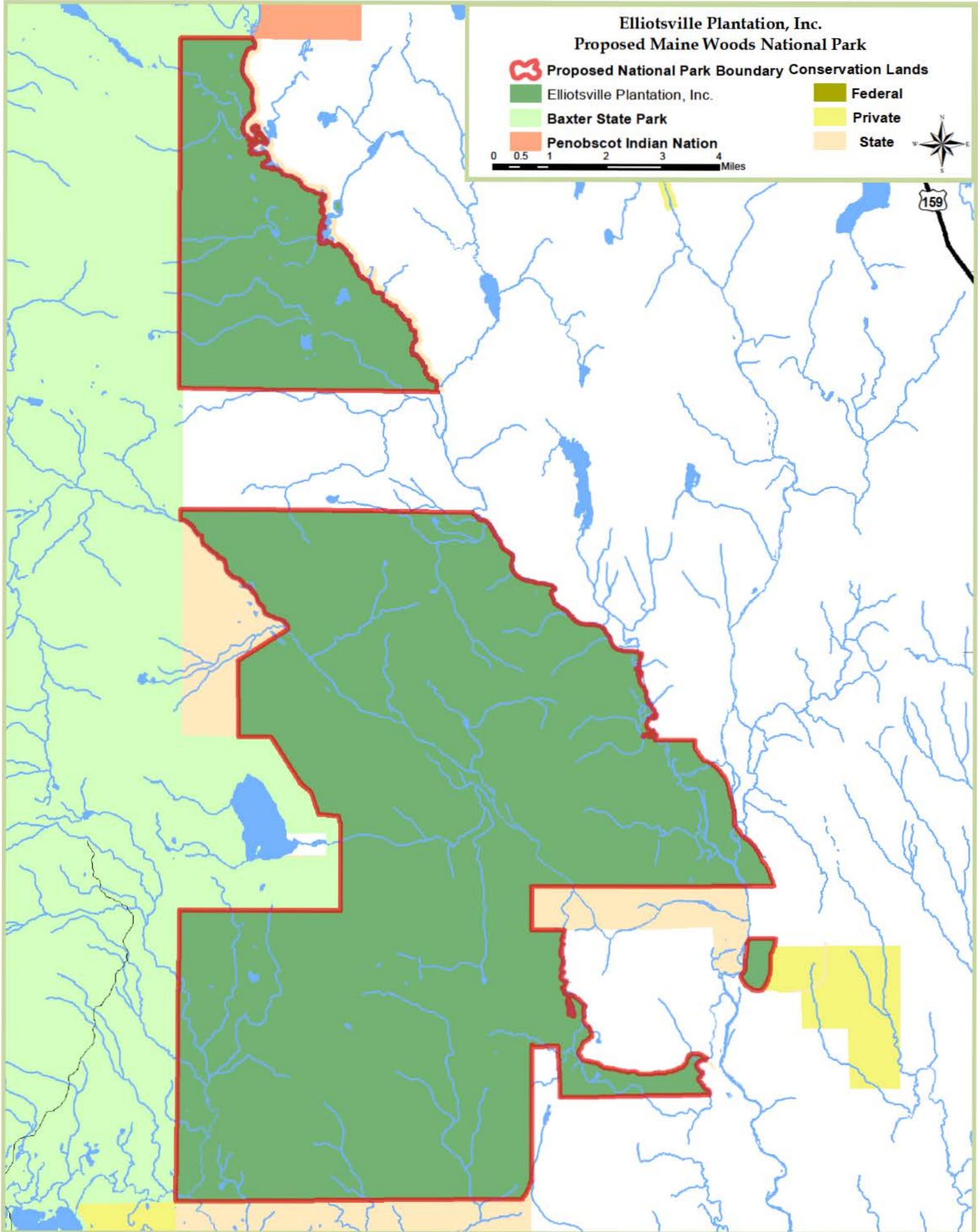
Elliotsville Plantation, Inc.  
Proposed Maine Woods National Park

-  Proposed National Park Boundary Conservation Lands
-  Elliotsville Plantation, Inc.
-  Baxter State Park
-  Penobscot Indian Nation
-  Federal
-  Private
-  State

0 0.5 1 2 3 4 Miles



159



## **THE GIFT**

Roxanne Quimby, through the foundation, Elliotsville Plantation, Inc. (EPI) proposes to donate to the United States an area east of Baxter State Park and west of the East Branch Penobscot River to become the Maine Woods National Park. In addition EPI is committed to establishing EPI Traditional Multiple-Use Areas on privately owned lands. The Traditional Multiple-Use Area concept is outlined on page 21.

### Land for the Proposed Park

Currently EPI owns 59,188 acres west of the East Branch Penobscot River and is willing to purchase additional lands in that area for the proposed park. In general terms the proposed park may encompass approximately 75,000 acres. Map 1 depicts the proposed park east of Baxter State Park and other state lands and includes a ½-mile setback from the east side of the East Branch Penobscot River as shown on the EPI-owned lands.

### The Endowment:

EPI is committed to establish a \$40,000,000 endowment for the proposed park's management and operations. To that end, \$20,000,000 has been currently set aside and the Foundation has pledged to raise an additional \$20,000,000 by 2016. Income from the endowment will be donated to the park.

This section provides a response to the Criteria for Inclusion in the National Park System, NPS Management Policies 2006.

## **CRITERIA FOR INCLUSION IN THE NATIONAL PARK SYSTEM**

### *1.3 Criteria for Inclusion*

*Congress declared in the National Park System General authorities Act of 1970 that areas comprising the national park system are cumulative expressions of a single national heritage. Potential additions to the national park system should therefore contribute in their own special way to a system that fully represents the broad spectrum of natural and cultural resources that characterize our nation. The National Park Service is responsible for conducting professional studies of potential additions to the national park system when specifically authorized by an act of Congress, and for making recommendations to the Secretary of the Interior, the President, and Congress. Several laws outline criteria for units of the national park system and for additions to the National Wild and Scenic Rivers System and the National Trails System. To receive a favorable recommendation from the Service, a proposed addition to the national park system must (1) possess nationally significant natural or cultural resources, (2) be a suitable addition to the system, (3) be a feasible addition to the system, and (4) require direct NPS management instead of protection by other public agencies or the private sector. These criteria are designed to ensure that the national park system includes only the most outstanding examples of the nation's natural and cultural resources. These criteria also recognize that there are other management alternatives for preserving the nation's outstanding resources.<sup>1</sup>*



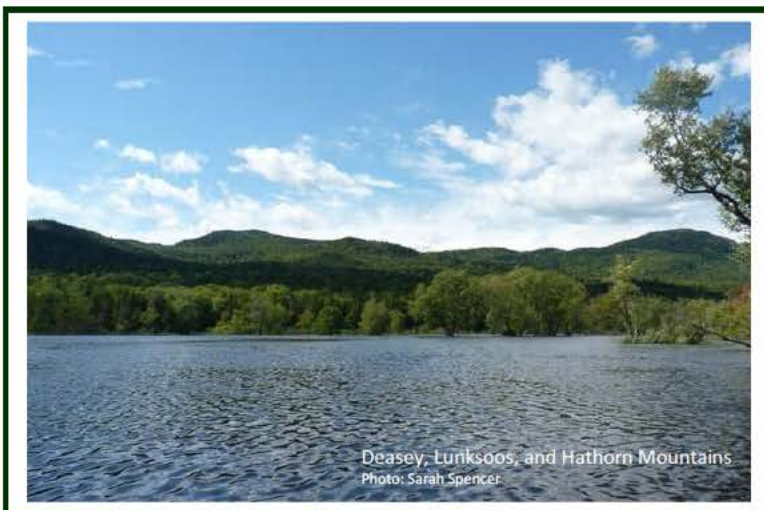
**1.3.1 NATIONAL SIGNIFICANCE.** *NPS professionals, in consultation with subject-matter experts, scholars, and scientists, will determine whether a resource is nationally significant. An area will be considered nationally significant if it meets all of the following criteria:*

- *It is an outstanding example of a particular type of resources.*
- *It possesses exceptional value or quality in illustrating or interpreting the natural or cultural themes of our nation's heritage.*
- *It offers superlative opportunities for public enjoyment or for scientific study.*
- *It retains a high degree of integrity as a true, accurate, and relatively unspoiled example of a resource. National significance for cultural resources will be evaluated by applying the National Historic Landmarks criteria contained in 36 CFR Part 65 (Code of Federal Regulations).*

The following is a summary response to the 4 criteria for national significance.

- *It is an outstanding example of a particular type of resources.*

The proposed park is envisioned at an estimated 75,000 acres east of Baxter State Park in the sparsely populated northern section of Penobscot County, Maine. Acquired over time starting in 2003, the land includes portions of four major watersheds--Wassataquoik Stream, Sandy Stream, the Seboeis River, and the wild, spectacular East Branch of the Penobscot. Within the shadow of Mount Katahdin, Maine's highest mountain (5,267 feet), and Traveler Mountain (3,392 feet) to the north, the proposed park will protect the East Branch valley ecosystems, views to and from Baxter State Park and provide varied opportunities for outdoor recreation four seasons of the year (see Map 4).



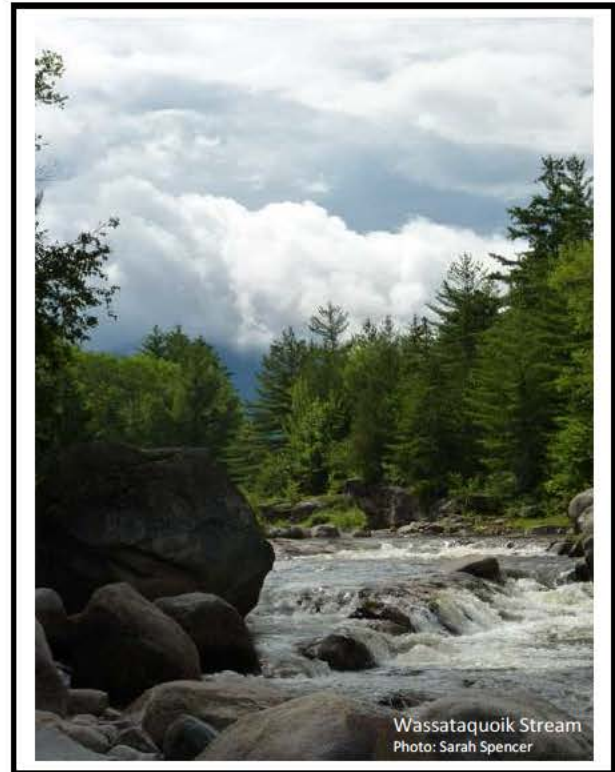
The segment of the Penobscot East Branch, which the proposed park encompasses, is characterized by rapids and waterfalls, including Stair Falls, Haskell Rock Pitch, Pond Pitch, Grand Pitch, and the Hulling Machine. A 1970s study identified the river as a potential addition to the National Wild and Scenic Rivers System, and the 1982 Maine Rivers Study listed the East Branch system, including the Seboeis River and Wassataquoik Stream, among its A-

ranked rivers, declaring the system to be one of the least-developed watersheds in the Northeast. The study observed that the watershed has a significant population potential for the restoration of ocean-run Atlantic salmon, and is also notable as a high-quality native brook trout fishery.



The region is characterized by rich biodiversity, from hilltops and barrens and steep slopes to ravines and coves, floodplains forests, and wet basins. The Nature Conservancy (TNC) has classified some 4,000 acres of the total as "critical for biodiversity conservation", as the area's ecosystems are likely to harbor rare or uncommon plants and animals. An inventory conducted from 2004 to 2008 recorded exemplary blueberry lichen and spruce-heath barrens, two communities considered imperiled in Maine, and purple clematis and fragrant fern, two rare plants in Maine, among other uncommon plant species. Dwarf shrub bogs and boggy fens are home to dwarf heath shrubs, sedges, and orchids, as well as rare dragonflies and butterflies. The matrix forest that covers most of the rest of the area is part of TNC's highest priority for conservation.

A winter track survey in the proposed park area, conducted by the Maine Department of Inland Fisheries and Wildlife in 2007 and EPI in 2011, found the presence of the federally threatened Canada lynx. Using aerial photography captured in 2010, EPI has since mapped some 13,000 acres of lynx foraging habitat, namely early successional spruce-fir forest favored by the snowshoe hare, the primary food for lynx, and is developing a lynx habitat management plan for the area. Moose, bear, deer, coyotes and 78 avian species (nesting) also populate the landscape (see Map 5).



The area of the proposed park is an outstanding example of a transition forest between the southern broadleaf deciduous forest zone and the northern boreal forest zone. The proposed park would become the largest and most northern natural resource park in the NPS Northeast Northern Temperate Network and



would overlay the Adirondack-New England Mixed Forest-Coniferous Forest-Alpine Meadow Province and the Laurentian Mixed Forest Province eco-regions as defined by Bailey<sup>2</sup> (see Map 6).



The adjacent Baxter State Park encompasses 200,000 acres of wilderness and public forests. From the top of Katahdin, privately owned land is a short 5 miles to the east. Long term, the potential for adverse use adjacent to Baxter State Park and the potential for year-round recreation home subdivisions exist. From the high west facing slopes within the proposed park, the views of Katahdin and the Great Basin are spectacular. These are the same views witnessed by the early explorers and artists. From Katahdin the views to the east would be uninterrupted woodlands with no pin-points of light interrupting the night sky.

- *It possesses exceptional value or quality in illustrating or interpreting the natural or cultural themes of our nation's heritage.*

The area of the proposed national park encompasses the lower 13 miles of Wassataquoik Stream and the 22 miles of the East Branch of the Penobscot River starting approximately 1.25 miles down river from the dam at Grand Lake Matagamon. Except for logging, the area has no development and remains virtually unchanged, providing an area of exceptional value and quality to interpret the natural and cultural history of the area.

Native Americans traveled up and down Wassataquoik and the East Branch, established seasonal camps, hunted game, and fished for Atlantic salmon and trout. There is no physical, archival or oral evidence that permanent Native American settlements were established along these watercourses within the proposed park boundary.<sup>3</sup> During the latter half of the 19th century the two valleys were used as the major access

routes for the early exploration of Katahdin.<sup>4</sup> Throughout the 19th and early 20th century the area witnessed intensive logging and river drives that sent saw logs and later pulp wood down river to the saw mills from Old Town to Bangor and later, pulp wood floated to the paper mills in Millinocket and East Millinocket and further down river to Old Town and Bucksport.<sup>5</sup> In the late 19th century, a few sporting camps developed along the Wassataquoik and East Branch affording adventuresome hunters and fishermen access to these remote reaches of the Penobscot drainage.<sup>6</sup>

The development of the early roads and railroads afforded easier access to Katahdin from the east side during the last half of the 19th century. Logging roads and camps also assisted the means of access. It was not uncommon, however, that early travelers journeying down the East Branch accessed the headwaters via Moosehead Lake, the headwaters of the West Branch with a portage to the East Branch. Early visitors included the artists John James Audubon in 1832 and Fredrick Church, starting in 1852 and returning over his lifetime until 1900. Henry David Thoreau on his 4th and last trip to Katahdin traveled down the East Branch. In 1903 George Hawley Hallowell painted “Wassataquoik River Drive”, now in the permanent collection of the Corcoran Gallery of Art in Washington, DC.<sup>7</sup> Numerous artists, photographers and writers have continued for the past 175 years to visit and artistically interpret the valleys, ponds and peaks surrounding of the East Branch.

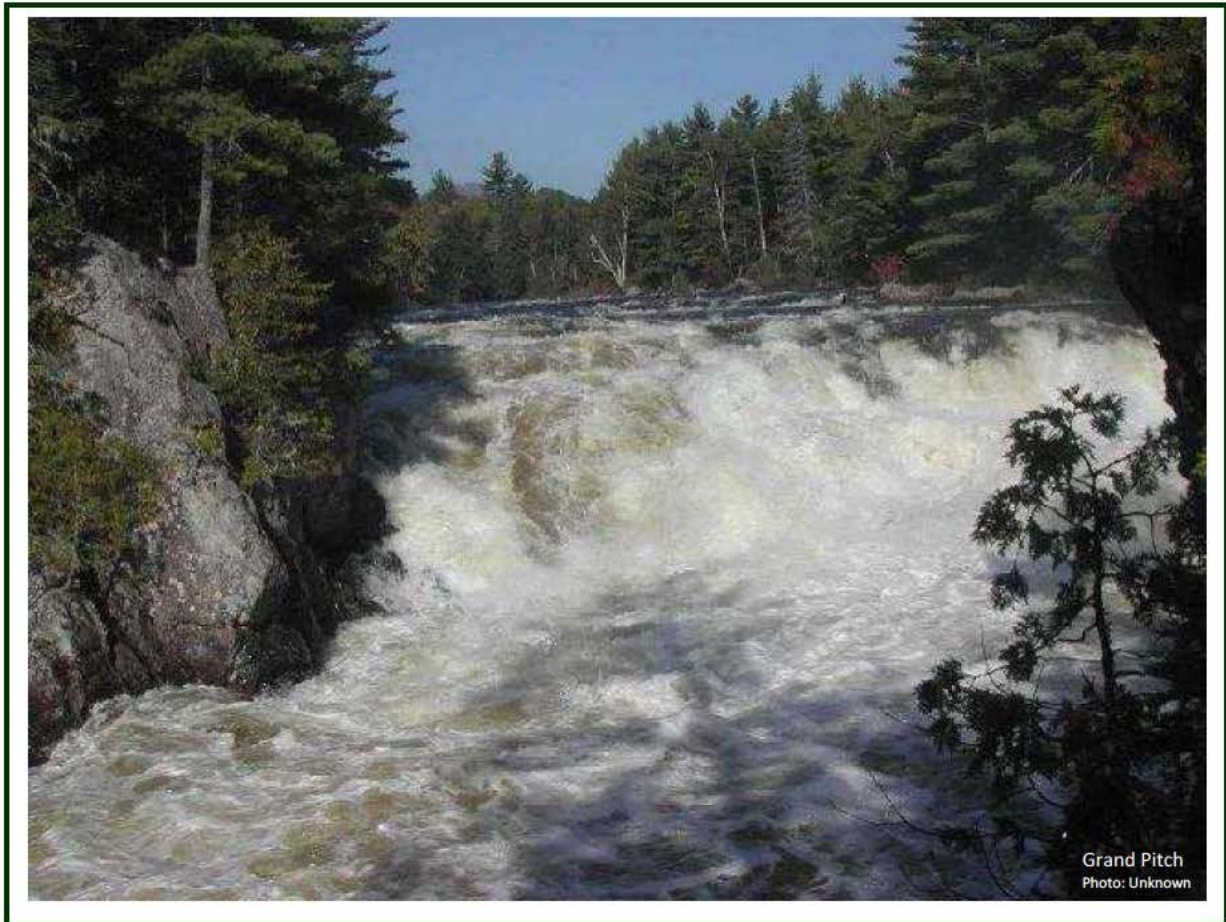
The lower, southerly reach of the Wassataquoik lies at the center of the proposed park. It carries a high volume of water, is strewn with boulders that cascade the rushing stream downward in great turmoil. Tall, stately white pines and spruce drew loggers in the 1840s. As the area opened to logging, easier, but ever changing, access for the increasing number of explorers and recreationists became available.

The East Branch, the central spine of the areas' streams, rises far to the north. It, like the Wassataquoik, has seen log drives, artists and explorers. Flowing south the river is dotted with pitches or falls and short expanses of flat water.

Geologic features of significance are evident throughout the area, from small mountains to rock outcrops and glacial topography, which have been studied by such eminent geologists as Dabney Caldwell, Robert Neuman, and Douglas Rankin. The area, dominated by the granitic Katahdin pluton, displays adjacent exposed bedrock 360 to 500 million years old, with many well-preserved fossil occurrences. The highest summits on the properties are Deasey Mountain (1,964 feet) and Lunksoos Mountain (1,811 feet), views from which are spectacular, especially looking west towards Katahdin. Glacial features include carved headwalls, cirques, sharp ridges, and glacial till, moraines, and eskers--sinuous steep-sided ridges of sand and gravel. The area contains at least two areas of geologic interest and significance, Haskell Rock and Cambrian Grand Pitch Formation. Haskell Rock is a conglomerate pillar attached to bedrock of the same formation. Conglomerates are of special interest due to their appearance and because they represent a dynamic time in geologic history.<sup>8</sup> The Cambrian Grand Pitch formation follows 1000 feet of riverbank along the East Branch at the Grand Pitch. The rock consisted of light greenish-gray quartzite with thinner layers of slate.<sup>9</sup> The Grand Pitch formation represents a complex exposure of Paleozoic rock strata, one of



the longest in the Maine. A more detailed discussion of the geology in the East Branch Sanctuary is provided in Dr. Bart DeWolf's ecological survey of the East Branch properties East of Katahdin, a resource for much of the information provided here.<sup>10</sup>



The majestic landscape of valleys and woodlands east of Katahdin inspired two important 20<sup>th</sup>-century conservationists, Theodore Roosevelt and Percival Baxter. In 1878, Roosevelt, a junior at Harvard College, visited the area to improve his health and stamina. On his third visit to the region in the summer of 1879, Roosevelt climbed Katahdin from a likely route through Stacyville and up the Wassataquoik to Katahdin Lake.<sup>11</sup> Roosevelt's approach to Katahdin from the east allowed him to travel through a vast vista of woodlands and mountains with the Katahdin massive always on the western horizon. This early journey shaped his character and formed, in part, the foundation for his life long endeavors in conservation.<sup>12</sup> Similarly, in 1920, 41 years later, Percival Baxter, at the age of 44 and later the governor of Maine, it is often said, stood on the ridge near Stacyville and determined to protect Katahdin for the people of Maine,<sup>13</sup> and in doing so he protected it for people from all over the world. After more than a decade of work and after the expenditure of his own funds to purchase the land, the Maine State Legislature resolved to accept his donation of land and established, in 1933, Baxter State Park.<sup>14</sup>



From an 18<sup>th</sup>-century wilderness, home only to Native Americans, the area of the proposed park played a significant role in shaping the economy of the region, and through its lumber and paper export it helped shape world commerce. Through the paintings of Frederick Church, George Hallowell and many others, it helped shape the American understanding of wilderness, and from the early explorers, including Theodore Roosevelt and Percival Baxter, it gave definition and a foothold to 20<sup>th</sup>-century land conservation in the United States.

- *It offers superlative opportunities for public enjoyment or for scientific study.*

Sportsmen and recreationists have been coming to this area for 200 years. Within the proposed park, superlative opportunities for public enjoyment will exist year-round. With primary access to the proposed park from the north, east and potentially the south, canoeing, rafting, fishing, hiking, mountain biking, camping, painting and photography of landscapes and wildlife, and nature education will be welcomed on improved and backcountry trails. In the winter, opportunities for cross-country skiing and snowshoeing will replace hiking and mountain biking. An extension of the Appalachian National Scenic Trail, the International Appalachian Trail (IAT/SIA) crosses a 30-mile stretch of the proposed park from Baxter State Park to Grand Lake Matagamon as it threads its way northeast to Canada. Automobile access into the proposed park may be provided on existing roads from the north, east and south pending further study and consultation. An auto-road in the south end of the park creates an opportunity for a visitor overlook facility. This modest building would be constructed at NPS LEED standards and would be completely off the grid. In addition to providing a wayside to enjoy the commanding vistas and associated short nature trails, the facility would offer bathrooms, sales by a park cooperating association, and light refreshments. Snowmobile access on these same possible auto routes will also be considered as well as year round use of the visitor overlook facility. Additional roadside outlooks and hiking trail highpoints will provide superlative views of Katahdin, Katahdin Lake and other smaller ponds and stream valleys. Foot and water travel along the Wassataquoik and the East Branch provide opportunities for contemplative and active recreation (see Map 7).

Park rangers on walking, hiking or river trips can interpret the natural and cultural history of the area. Volunteers can staff the abandoned forest fire lookout on Deasey Mountain and interpret for the public the historical technology of fire lookouts and their lifestyles. Those who climb to the top of Deasey Mountain will be rewarded with commanding views of Katahdin and the valleys of Wassataquoik Stream, Sandy Stream, the Seboeis River, and the East Branch of the Penobscot River. Throughout the proposed park,





rangers or volunteers can relate the history of early exploration, the inspiring interpretations of the landscape by internationally recognized artists, the history of logging, the technologies and products that were developed by the timber industry, and the story of the never ending transition of the forest ecology.

The proposed park can co-sponsor with local organizations and individual volunteers “no child left inside” programs to promote physical well-being and teach outdoor education and life-long recreation skills.

The history and location of the proposed park make it an attractive target for scientific study. Due to the logging history, it is a successional forest matrix of mixed age and species. It also contains two of Bailey’s eco regions, the Adirondack-New England Mixed Forest-Coniferous Forest-Alpine Meadow Province and the Laurentian Mixed Forest Province. Wildlife species are responding to habitats created by clearings and edges created by past logging. Inventory and monitoring of the successional forest and wildlife change and the potential effects on the eco regions range due to climate change offer important opportunities for scientific study.

- *It retains a high degree of integrity as a true, accurate, and relatively unspoiled example of a resource.*

The area of the proposed park has been logged for the better part of two centuries. Over that time period logging haul roads were developed. It is not an undisturbed forest, yet the small ponds and streams, Wassataquoik Stream and the East Branch of the Penobscot River remain unchanged. Small dams built to support the logging activity within the area of the proposed park have long washed away. The forest is successional and left untouched will mature to one day represent a mature undisturbed forest. Not unlike other units of the National Park System, including Acadia National Park, Delaware National Recreation Area and Shenandoah National Park, logging is part of these areas’ land use histories. In short time the proposed Maine Woods National Park will be a true, accurate and relatively unspoiled example of the Maine Woods.

**3.3.2 SUITABILITY.** An area is considered suitable for addition to the National Park System if it represents a natural or cultural resource type that is not already adequately represented in the national park system, or is not comparably represented and protected for public enjoyment by other federal agencies; tribal, state, or local governments; or the private sector. Adequacy of representation is determined on a case-by-case basis by comparing the potential addition to other comparably managed areas representing the same resource type, while considering differences or similarities in the character, quality, quantity, or combination of resource values. The comparative analysis also addresses rarity of the resources, interpretive and educational potential, and similar resources already protected in the National Park System or in other public or private ownership. The comparison results in a determination of whether the proposed new area would expand, enhance, or duplicate resource protection or visitor use opportunities found in other comparably managed areas.

The proposed Maine Woods National Park presents an opportunity to protect an ecosystem generally unlike any other in the National Park System and is a suitable addition to the National Park System. The closest comparisons are Voyagers National Park in Minnesota and to a certain extent Isle Royale National Park in Michigan. While these two parks reside in the same eco-region they are distinctively different. Voyagers National Park is water based with the visitor experience largely dependent on water access and water dependent activities. Isle Royale is also different. Visitor access is only by boat and the island's natural resources largely confined to the island have evolved with their own characteristics.

The most immediate comparison is Baxter State Park immediately to the west. Its main feature is Katahdin, Maine's highest peak. At 5,267 feet, Katahdin stands some 2,000 feet above any of the surrounding peaks. The lower elevations of Baxter State Park contain the same general ecosystem of the proposed national park. The major contrast is in the nature of the managed recreational use. Baxter State Park must be managed as a "forever wild" area and that mandate constrains the number of park users and limits certain activities. The proposed national park, with potential year-round access at multiple points, can offer recreational activities to a greater number of people. While the proposed national park is approximately one-third the size of Baxter, it is estimated that the proposed national park can manage three times the visitors.

**1.3.3 FEASIBILITY.** *To be feasible as a new unit of the National Park System, an area must be (1) of sufficient size and appropriate configuration to ensure sustainable resource protection and visitor enjoyment (taking into account current and potential impacts from sources beyond proposed park boundaries), and (2) capable of efficient administration by the Service at a reasonable cost. In evaluating feasibility, the Service considers a variety of factors for a study area, such as the following:*

- \_ size*
- \_ boundary configurations*
- \_ current and potential uses of the study area and surrounding lands*
- \_ landownership patterns*
- \_ public enjoyment potential*
- \_ costs associated with acquisition, development, restoration, and operation*
- \_ access*
- \_ current and potential threats to the resources*
- \_ existing degradation of resources*
- \_ staffing requirements*
- \_ local planning and zoning*
- \_ the level of local and general public support (including landowners)*
- \_ the economic/socioeconomic impacts of designation as a unit of the national park system*

*The feasibility evaluation also considers the ability of the National Park Service to undertake new management responsibilities in light of current and projected availability of funding and personnel. An overall evaluation of feasibility will be made after taking into account all of the above factors. However, evaluations may sometimes identify concerns or conditions, rather than simply reach a yes or no conclusion. For example, some new areas may be feasible additions to the National Park System only if landowners are willing to sell, or the boundary encompasses specific areas necessary for visitor access, or*

*state or local governments will provide appropriate assurances that adjacent land uses will remain compatible with the study area's resources and values.*

The proposed area is of sufficient size and configuration to be managed as a national park. It is currently accessible by a limited number of public roads and will be developed to provide additional access to and within the park. Much of the proposed park lands are already owned by EPI, and EPI wishes to donate the property to the National Park Service. EPI is willing to purchase additional parcels of land to make up an estimated 75,000-acre park.

Initial estimates suggest the park would need an FTE of 25 and a \$2,500,000 operating budget. The funds to operate the proposed park would be largely offset from the income generated by an endowment, initially established at \$40,000,000, and by income generated through the Recreation Fee Program.

At this point in time, local support for the proposed park is mixed. Many oppose for the following reason: they do not support additional federal land management areas in Maine; they fear the removal of the park lands from timber production will negatively impact the wood supply in the area; they fear the loss of snowmobile trails; and, they fear federal regulations, particularly air quality regulations, imposed by a new national park, will harm economic activity, especially the region's long-standing pulp and paper mills.

Currently Maine's two U.S. Senators and the local Congressman do not support a National Park Service Special Resource Study.

Many others do support the park. Supporters represent some of the local businesses, the area Chamber of Commerce, the Katahdin area National Park Regional Citizen's Evaluation Committee, and many of the town citizens and environmental organizations and individuals statewide. Supporters believe that a diversified economy is best for the region and that the proposed national park, with its national and international recognition, will serve to increase the tourist economy.

Importantly several elected officials have proposed conducting studies of the economic development opportunities and wood supply for the Katahdin Region. These studies combined with a National Park Service Special Resource Study should present adequate information for the public and elected officials to make an informed decision.

**1.3.4 DIRECT NPS MANAGEMENT.** *There are many excellent examples of the successful management of important natural and cultural resources by other public agencies, private conservation organizations, and individuals. The National Park Service applauds these accomplishments and actively encourages the expansion of conservation activities by state, local, and private entities and by other federal agencies. Unless direct NPS management of a studied area is identified as the clearly superior alternative, the Service will recommend that one or more of these other entities assume a lead management role, and that the area not receive national park system status. Studies will evaluate an*

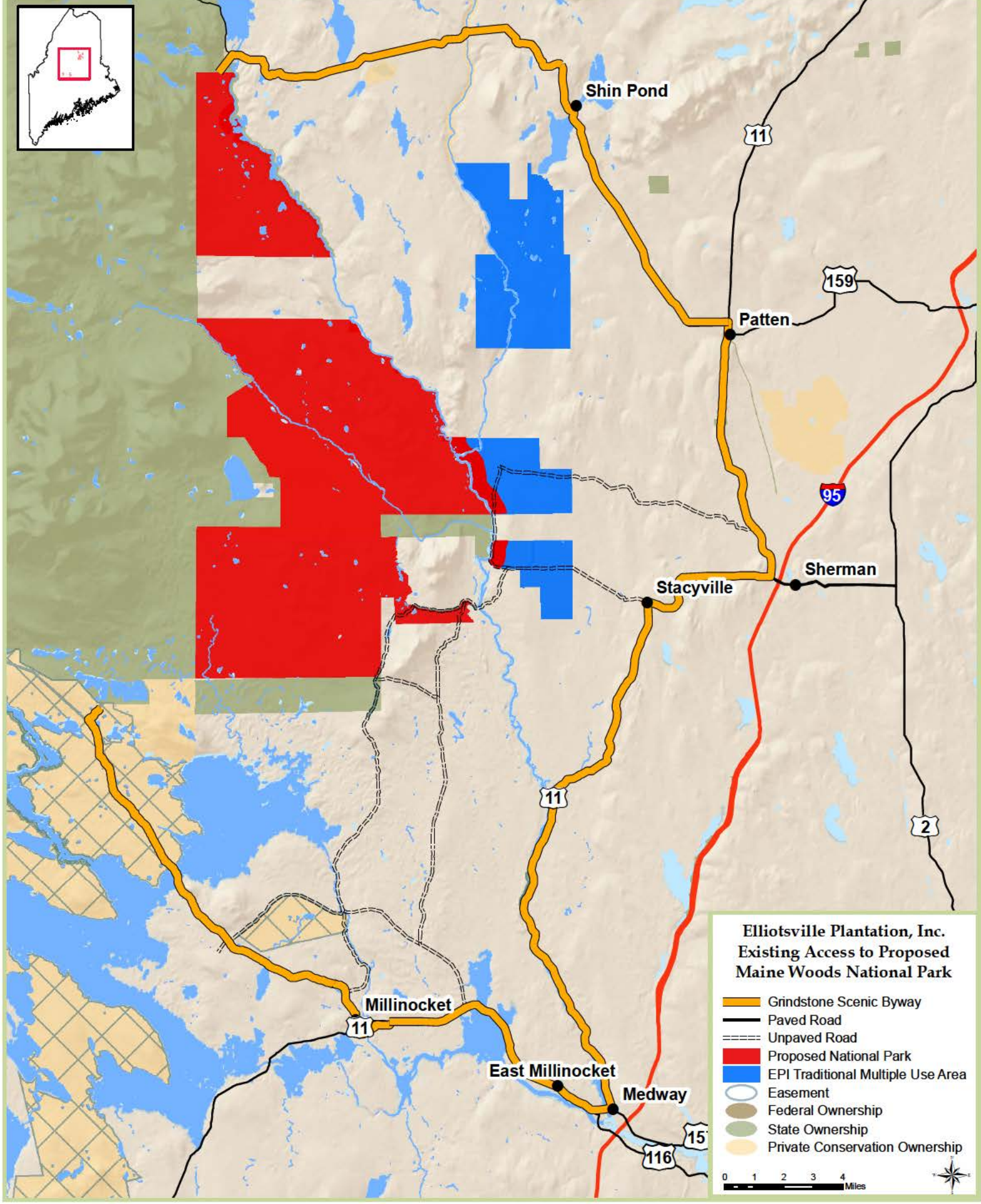
*appropriate range of management alternatives and will identify which alternative or combination of alternatives would, in the professional judgment of the Director, be most effective and efficient in protecting significant resources and providing opportunities for appropriate public enjoyment. Alternatives for NPS management will not be developed for study areas that fail to meet any one of the four criteria for inclusion listed in section 1.3. In cases where a study area's resources meet criteria for national significance but do not meet other criteria for inclusion in the national park system, the Service may instead recommend an alternative status, such as "affiliated area." To be eligible for affiliated area status, the area's resources must (1) meet the same standards for significance and suitability that apply to units of the national park system; (2) require some special recognition or technical assistance beyond what is available through existing NPS programs; (3) be managed in accordance with the policies and standards that apply to units of the national park system; and (4) be assured of sustained resource protection, as documented in a formal agreement between the Service and the nonfederal management entity. Designation as a "heritage area" is another option that may be recommended. Heritage areas have a nationally important, distinctive assemblage of resources that is best managed for conservation, recreation, education, and continued use through partnerships among public and private entities at the local or regional level. Either of these two alternatives (and others as well) would recognize an area's importance to the nation without requiring or implying management by the National Park Service.*

Direct NPS management is appropriate for the proposed Maine Woods National Park. First it meets criteria 1.3.1 – 1.3.2, and after further study and public involvement may well meet criteria 1.3.3. Second, the NPS diverse and long-standing expertise is necessary to undertake the development and management of the area. Third, the desired economic development will not materialize without national and international drawing power the branding associated with a unit of the national park system.

Finally it should be noted that EPI has purchased and will continue to purchase the lands from willing sellers for the sole intent to establish a unit of the National Park System. Further, EPI has committed to establish a \$40,000,000 endowment to support, through its annual income, the park's operating budget. No other unit of the National Park System has benefited from such a gift. This in own right is nationally significant. Few others, and certainly in recent years, no others, have made such a commitment to preserving our national heritage.







**Elliotsville Plantation, Inc.  
Existing Access to Proposed  
Maine Woods National Park**

-  Grindstone Scenic Byway
-  Paved Road
-  Unpaved Road
-  Proposed National Park
-  EPI Traditional Multiple Use Area
-  Easement
-  Federal Ownership
-  State Ownership
-  Private Conservation Ownership

0 1 2 3 4 Miles 

## **REGIONAL AND PARK ACCESS**

The Katahdin Region of Maine, including the area of the proposed national park, is in the north-central region of the state and is readily accessible from both the north and the south via Interstate 95. Half way between Bangor and Houlton, ME, at approximately 60 miles each way, it is positioned along major domestic and Canadian tourism travel routes.

Exiting I-95 at Medway, one enters the southern end of the Katahdin Region. State Route 157 West leads to the Towns of East Millinocket and Millinocket and the southern entrance to Baxter State Park, also the southern end of Maine's 89-mile Grindstone Scenic Byway. Route 11 North is the scenic byway to Stacyville, Sherman, and on to Patten. The scenic byway then follows State Route 159 North to Shin Pond. The byway then continues on the Grand Lake Road ending at the northern entrance to Baxter State Park. Access to the proposed national park would be from various points along the scenic byway. There are no existing public roads into the property of the proposed park. Current land ownership would allow auto access to the park's edge via an EPI-owned right-of-way near Sherman and pedestrian access from the north through Baxter State Park and from the logging roads near Staceyville. Additional auto access routes to and within the park are under consideration. The outcome will depend on land ownership and further planning and consultation.

## **YOUTH CONSERVATION CORPS**

The proposed Maine Woods National Park would partner with the Maine Conservation Corps. In existence since 1983 the Maine Conservation Corps (and AmeriCorps) have been "getting things done, strengthening communities, encouraging responsibility, and expanding opportunities."<sup>15</sup> Funding for this program would be insured by a permanent commitment from a percentage of the park's endowment fund's annual income.

## **PROGRAMS FOR HISTORY, CULTURE AND THE ARTS**

Annually the proposed park would sponsor, through private funding, residential, independent study opportunities in the three topic areas. These activities might include oral histories from loggers, sportsmen, and Native Americans, re-creation of traditional Maine woods cultural events typical of the 19<sup>th</sup> and early 20<sup>th</sup> centuries, and artists or writers in residence. The participants might stay in one or two backcountry cabins remaining in the proposed park area or in facilities immediately adjacent to the park. These efforts would be coordinated with local historical societies, and cultural, arts and writers groups.

## FINANCIAL PLAN

For estimating purpose, costs and staffing information were taken from two natural resource parks of similar size.

### COSTS

Park	Size (acres)	Visits	Budget (\$million)	FTE
Great Sand Dunes	85,900	289,000	2.3	24
Guadalupe Mt.	86,000	180,000	3.0	29
Maine Woods	75,000	270,000	2.5	25

From this information 270,000 visits were estimated at the proposed park and the parks budget was estimated to be \$2,500,000 supporting a FTE of 25 employees.

### INCOME

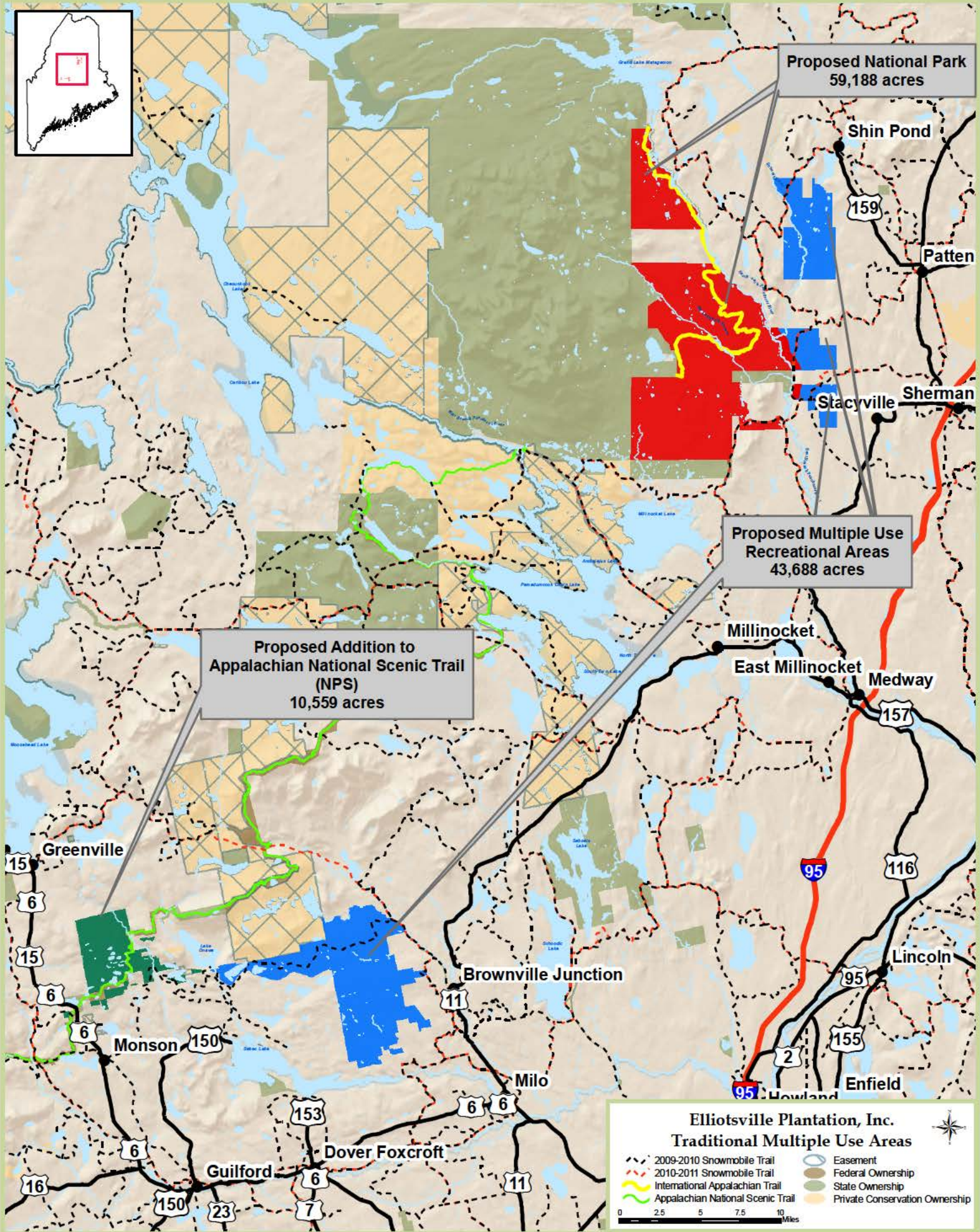
Source	Estimate
Annual Income from the Endowment - 4%	\$1,600,000
Annual Income from Recreation Fees (1)	\$ 600,000
Annual NPS base budget	\$ 300,000

- (1) Entrance, camping and commercial use (for example: tour buses) fees to national parks vary but here it is assumed that the 7 day per car entrance fee is \$20.00, the car accessible campsite fee is \$30.00 per night. A local resident seasonal fee is \$40.00. Seniors, 62 or over, are entitled to a \$10.00 lifetime pass. Without real experience it is difficult to calculate the estimated fee revenue. At this time an estimate of approximately 20% on the Acadia National Park fee revenues are used (\$600,000).

## EPI TRADITIONAL MULTIPLE-USE AREAS

EPI Traditional Multi-Use Areas are intended to permanently protect traditional uses on lands east of the East Branch Penobscot River and in areas west of Brownsville Junction near Sebec Lake. EPI currently owns more than 43,000 acres in these two areas and is willing to purchase from willing sellers additional lands in fee or easements for this purpose. If the property is purchased in fee title it will be resold to a future private buyer once easements are in place. The permanent easements would provide for sustainable forestry, public access for passive recreation, fishing and hunting. Permanent snowmobile and ATV right-of-ways would also be established along the Interconnected Trail System.







## REGIONAL TOURISM

One can readily point to municipalities or regions that serve as gateways to national parks that have economically benefited from the park's presence. The source of this benefit comes from visitor expenditures and the multiplier job creation, income to park employees, population growth, real estate values and in some cases per capita income.

Clearly the tourist economy is not new to the Katahdin Region but it can grow. New park visitors or visitors who extend their stay purchase food (groceries and restaurants), lodging, fuel, retail and recreation services in the local communities.

The presence of a national park creates and promotes the concept of a tourism community and in many places these communities have become destination areas for a new population of residences thus improving property values and potentially reducing the mill rate on property taxes.

The presence of a national park would create incentives to expand or create small businesses. Creation of the EPI Traditional Multiple-Use Area and the permanent location of the snowmobile Interconnected Trail System and the hunting and fishing rights would provide greater predictability for the associated small businesses.

Additionally the concept of a major multi-purpose visitor information and commercial services facility should be explored. In one strategic location, the NPS and State could partner in a visitor information facility. The same complex could offer retail and visitor/sportsman service information, galleries for locally produced art and traditional crafts exhibition and sales. This complex could also include the development of a major regional museum. This museum (through archives, objects, photography and art) could interpret the story of the Native Americans past and present, the presence of numerous European ethnic populations, the historic importance of water to the ecology and economy of the region, the story of land ownership and logging past and present, and the history of the lumber and the pulp and paper industries in the region. The story of the Katahdin Region and the Penobscot River is significant in the American story. The museum in its own right could become a major education facility and tourist attraction.



## End Notes

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<sup>1</sup> National Park Service, NPS Management Policies, November 2, 2011  
<<http://www.nps.gov/policy/MP2006.pdf>>.

<sup>2</sup> Robert G Bailey, Description of the Ecoregions of the United States, November 2, 2011  
<<http://www.fs.fed.us/land/ecosysgmt/index.html>>.

<sup>3</sup> John W. Neff, Katahdin An Historic Journey, an historic journey: legends, explorations, and preservation of Maine's highest peak 2006 (Boston: Appalachian Mountain Club) 5.

<sup>4</sup> Neff 4.

<sup>5</sup> Neff 69.

<sup>6</sup> Neff 127.

<sup>7</sup> Neff 249.

<sup>8</sup> Henry N. Barry IV, Haskell Rock, East Branch Penobscot River, T5 R8 WELS, November 2, 2011  
<<http://maine.gov/doc/nrimc/mgs/explore/bedrock/sites/oct05.htm>>.

<sup>9</sup> U. S. Department of the Interior/U. S. Geologic Survey, Cambrian Grand Pitch Formation, November 2, 2011 <<http://tin.er.usgs.ov/geology/state/sgmc-unit.php?unit=MECAgp%BO>>.

<sup>10</sup> Bart DeWolf, East of Katahdin: Ecological Survey of the East Branch Properties of the Elliottsville Plantation, Inc., Penobscot County, Maine, (unpublished, June 2009) 6.

<sup>11</sup> Neff 58.

<sup>12</sup> Neff 56-60.

<sup>13</sup> Neff 267.

<sup>14</sup> Neff 281.

<sup>15</sup> State of Maine, The Maine Conservation Corps, November 2, 2011  
<<http://www.maine.gov/doc/parks/mcc/about.html>>.

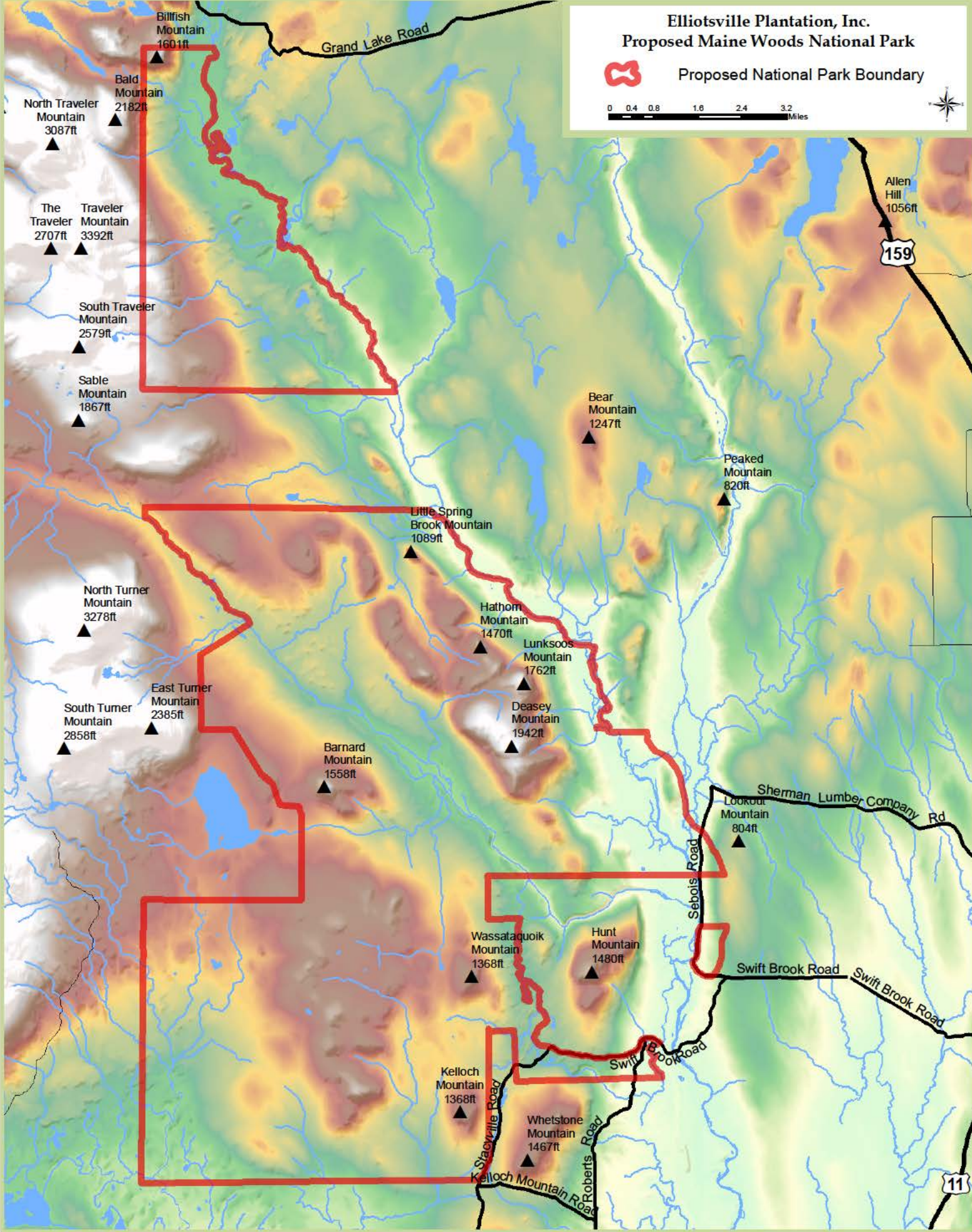
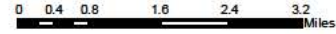


# *Maps*

**Elliotsville Plantation, Inc.  
Proposed Maine Woods National Park**



**Proposed National Park Boundary**



- North Traveler Mountain 3087ft
- The Traveler 2707ft
- Traveler Mountain 3392ft
- South Traveler Mountain 2579ft
- Sable Mountain 1867ft
- Bald Mountain 2182ft
- Billfish Mountain 1601ft

- North Turner Mountain 3278ft
- South Turner Mountain 2858ft
- East Turner Mountain 2385ft

- Little Spring Brook Mountain 1089ft
- Hathom Mountain 1470ft
- Lunksoos Mountain 1762ft
- Deasey Mountain 1942ft
- Barnard Mountain 1558ft
- Bear Mountain 1247ft

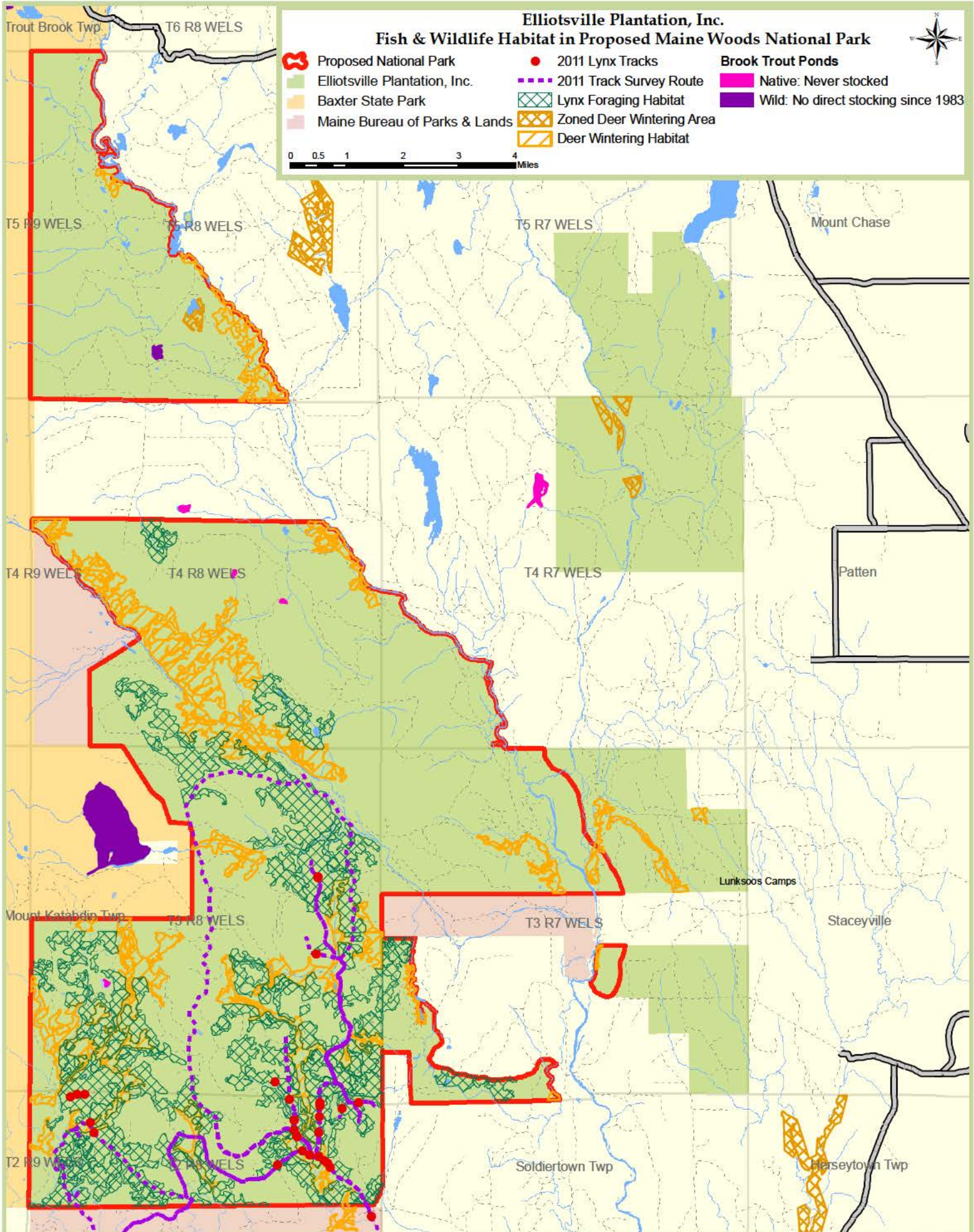
- Wassataquoik Mountain 1368ft
- Kelloch Mountain 1368ft
- Whetstone Mountain 1467ft
- Hunt Mountain 1480ft

Allen Hill 1056ft

Peaked Mountain 820ft

Lookout Mountain 804ft







Elliotsville Plantation, Inc.  
Forest Cover in Proposed Maine Woods National Park

