COASTAL MOUNTAINS
LAND TRUST

Board of Directors Meeting

4pm, April 27, 2020

AGENDA

A. ***What's Coastal Mountains Land Trust got going on right now?*** *(see pg. 4)*

B. ***Board Learning Session:*** Summary of Year End Financials / Pie Charts – Malcolm White (*see pg. 5)*

C. ***Land Trust History:*** Newman Preserve & Greenlaw Farm Conservation Easement (MFT)

D. ***Land Trust History:*** Passagassawakeag Headwaters Focus Area

E. ***Board Focus on Development:*** Open Sharing of Success Stories & Member/Donor Profiles

F. ***Action Items:***

1. Proposed Board Motion: To approve minutes from the April 27, 2020 monthly meeting of the Board, (see *pg. 7)*

2. **Proposed Board Motion**: Approval of Public Issues Research Committee (PIRC) (*see pg. 13)*

The Board of Directors hereby approves the creation of an ad hoc Public Issues Research Committee to review and bring forth public issues for consideration by the board of directors.

3. Proposed Board Motion: Approval of Proposed Board Policy Revisions (*see pg. 17*)

The Board of Directors hereby approves of amending the following sections of its board policies as per the revised documents included with this packet:

a. Land Protection policies

4. **Proposed Board Motion**: Approval of Conard/Randall donation (*see pg. 21)*

The Board of Directors approves accepting the donation of approximately 19 acres of land on Piper Stream, off Piper Stream Road, in Northport from Susan Conard and David Randall, as Trustees of the David C. Randall Living Trust. The Board authorizes the President, or in her absence another officer of the Board of Directors, to execute all documents necessary to accept the donation. In addition, while it is anticipated that Conard and Randall will make a donation to cover the full expenses of the project, the Board of Directors approves all expenditures necessary to prepare for receipt of the donation and the allocation of money at closing of the acquisition, or as soon thereafter as funds are available, to the Conservation Lands Defense TRF and the Land Trust Stewardship Reserve TRF as described in the Policies of the Board of Directors. The estimated total cost of all such financial allocations will be no more than $22,112.

5. **Proposed Board Motion**: Approval of Bloomstein purchase (*see pg. 27)*

The Board of Directors approves the fee acquisition of a 100-acre property located off Route 137 in Knox, Maine owned by Kyle Bloomstein with funds to be raised through a grant from the North American Wetland Conservation Act (NAWCA) grant program. The Board hereby authorizes its

President, or in her absence another officer of the Board of Directors, to execute all documents necessary to enter into a purchase and sale agreement, contingent on funding availability and appraisal that confirms the purchase price is equal to or less than the market value of the property. In addition, the Board of Directors approves the allocation of funds for the stewardship of the property at the closing of the acquisition, or as soon thereafter as funds are available. The estimated total cost of all such financial allocations will be no more than $21,000 to cover survey, legal, and appraisal expenses, and to set aside money for future stewardship.

6. **Proposed Board Motion**: Approval of Amended and Restated Penobscot Park CE (*see pg. 34)*

The Board of Directors approves the Amended and Restated Penobscot Park Conservation Easement in Lincolnville for the purpose of securing public access to the property in perpetuity. Coastal Mountains Land Trust has held said Conservation Easement recorded at the Waldo County Registry of Deeds in Book 2011 Page 225 since 2000, which protects shorefront on Penobscot Bay to ensure the property remains relatively undeveloped and available for outdoor recreation. As part of the transfer of the Penobscot Park property to the Town of Lincolnville, the purpose of this amended and restated conservation easement is to protect public access to the property and clarify municipal ownership. As per our conservation easement amendment policy, this proposed amendment would result in clear gain to the conservation values of the property.

G. **Priorities We're Working On** – President & Executive Director

a. Development & Communications Hiring Update
b. Community Engagement Coordinator Position Hiring Process Update
c. Updating Personnel Handbook
d. Status of Campaigns
e. Building Committee updates: Foundation & Building Plans
f. Website development

H. **Committee Updates**

2. **Major Gifts Committee** (*minutes, pg. 61)*
3. **Membership & Marketing Committee** (*minutes, pg. 63)*
4. **Finance and Investment Committee** *(meeting 4/26 at 4pm, pg. 65*)
5. **Land Protection Committee** (*minutes, pg. 73*)
6. **Stewardship Committee** (*minutes, pg. 76*)
7. **Building Committee** (*no meeting)*
8. **Board Advancement Committee** (*meeting 4/27 at 1pm, pg. 78)*
9. **Executive Committee** (*minutes, pg. 79*)

I. **New/Future Business**

J. ***Executive Session:***

Upcoming Committees / Board Meetings:

Monday, May 10th	12 noon: Membership & Marketing Committee
Tues., May 11th	1:15pm Stewardship Committee 4:00pm Executive Committee
Weds., May 12th	2pm Major Gifts Committee 3:30pm Land Protection Committee
Weds, May 19th	1:00pm Finance Committee 2:30pm Board Advancement Committee 4pm: DEI Workgroup meeting
Tuesday, May 25th	4pm Board Meeting
To Be Determined	Building Committee

What's Going On at the Land Trust Now?
April 2021
Drafted by Polly Jones, Office Manager

Stewardship

- North and south work crews teamed up to work on the RTM trail, repairing washouts and frost damage from the winter, and raking gravel.
- Fernalds Neck and RTM are both open again after being closed for a couple of weeks due to mud season.
- Summer intern positions – Pendleton and MCHT – have both been filled. More to come.
- Alvin Chase, Georges River Land Trust board president and owner of Eastern Auto & Tire, has donated a sweet little mini-truck for stewardship to use in their upkeep of the RTM trail. A wonderfully generous gift!

Development

- The spring appeal mailing was brought to the post office yesterday. Eight volunteers processed (labeling, folding, stuffing, and sealing) over 1,600 letters and envelopes. They picked up materials, worked on at home, and then returned to the office. We have the best volunteers!
- Staff have enjoyed participating in the interview process and getting to know candidates for the development position.

Community Engagement

- The CMNP Zoom presentations done in partnership with the Camden Library continue to be very popular. Lucas Savoy gave this month's talk on restoring the common loon population to southern New England, and even though it was a lovely warm evening, there were 58 people on the call. Lucas ended his presentation by doing a loon call which delighted the audience. We are booked on the 3rd Thursday of each month, even through the summer months.

Land Acquisition

- The big news in Land Protection is that the Bresnahan property donation of 100 acres at the foot of Ragged Mountain closed earlier this week. The closing occurred with three representatives of the mountain biking community; the donor is very excited for a continued/expanding partnership moving forward between the Land Trust and the mountain biking community.

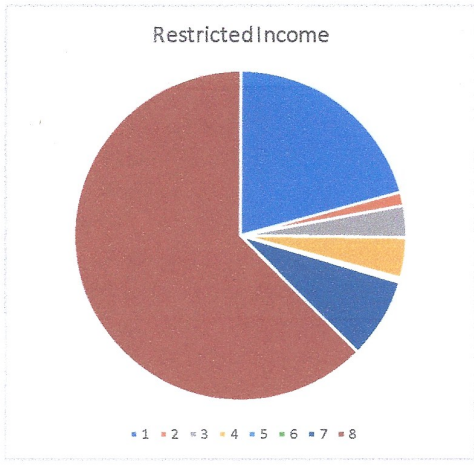
Natural Phenomenon

- Snowy owl sitting on a Beech Hill bench.
- Moose and baby seen on Ragged Mountain.

April 1, 2020 to March 31, 2021

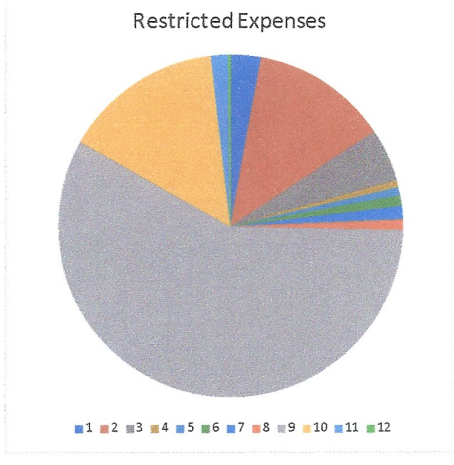
Restricted Income

$	340,600	Bald & Ragged
$	21,729	Bald & Ragged In-Kind
$	50,917	Beech Hill Extension
$	65,188	Mt Tuck Region of Interest
$	5,000	Endowment contribution
$	2,336	Other contributions
$	130,000	Bald & Ragged Grant
$	1,025,268	Investment Income & App/Dep
$	1,641,038	



Restricted Expenses

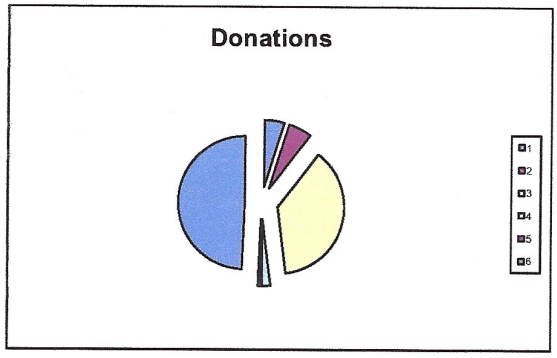
$	28,837	7% Capital admin fee
$	128,805	5% from Restricted Funds
$	50,000	Reserves to Operations
$	6,450	Heat pumps
$	7,900	Prepaid land costs
$	9,800	Bormet Purchase
$	12,768	Fernald's Neck Road and Parking
$	9,925	Beech Hill Parking to Stone Gate
$	580,675	RTM Trail Expenses
$	150,000	Norcross loan
$	16,200	Mt Tuck mortgaga payments
$	2,000	Gate at top of Rollins Road
$	1,003,360	



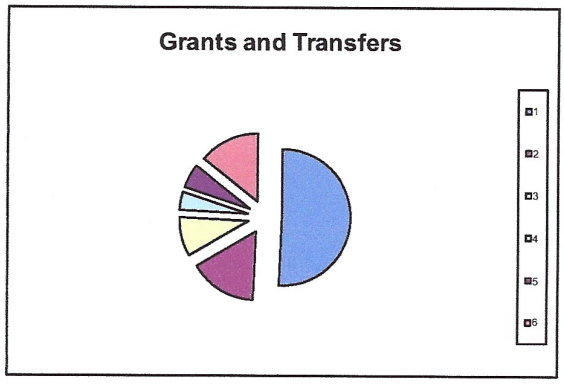
April 1, 2020 to March 31, 2021

Operating Income

$	42,583	Memberships
$	50,261	Annual Appeal
$	338,628	Leadership Donors
$	18,358	Other donations
$	5,635	Fund Raising
$	443,382	Remaining
$	898,847	Total Income

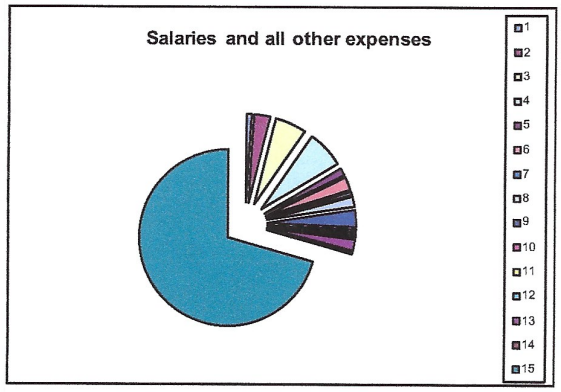


$	455,465	Total donations
$	142,500	Grants
$	83,800	PPP Grant
$	38,276	7% Capital Campaign Allocations
$	50,000	Reserves
$	128,806	5% from Restricted Funds
$	898,847	Total Income



Operating Expenses

$	5,737	Community Engagement and Advertising
$	19,398	Fees and Dues
$	38,430	Insurances
$	45,559	Property Management
$	8,823	Newsletter
$	16,292	Office
$	4,027	Postage
$	12,549	Printing
$	20,534	Professional Fees
$	3,139	RE Taxes/Contributions
$	3,130	Equipment Rental/Repair
$	2,883	Telephone/Internet
$	12,778	Travel & Entertainment
$	2,721	Utilities
$	471,852	Salaries
$	667,852	



Minutes
Coastal Mountains Land Trust
Board of Directors Meeting
March 23, 2021

Board members present: Wallingford, President; Call, Collins, Conard, Gabel, Johnson, McLaughlin Pike, Moore, Noble, Rittmaster, Thanhauser, Urey, White, Wolfe; absent: Ruffin
Staff present: Stewart, O'Neill (Ryan and baby Bartley), Rogers, Gates

The virtual meeting came to order at 4:01 p.m. A quorum was present throughout.

A. What's Coastal Mountains Land Trust Got Going On Right Now?

The Round the Mountain Trail is temporarily closed at all entrances. Emily McDevitt has posted a notice to trail runners about the closure. There were no questions, comments or additions to Polly Jones's summary of activities.

B. Board Learning Session: Land Trust Insurance Coverage – Malcolm White

There is a requirement in Board policies that Board members hear annually about insurance coverage. White summarized the Land Trust's insurance coverage. The office, Beech Nut, and the blueberry barn are insured for a dollar amount. The office and Beech Nut are insured for replacement value, without depreciation. The office also has insurance for fraud, counterfeit, computers used off-site, etc. Four pieces of scheduled equipment are insured for cost value with a $500 deductible. Conservation easements and preserves are insured according to acreage. We have liability insurance at $1 million per occurrence, $2 million total, backed up by a $5 million umbrella policy. We carry Directors and Officers insurance, Employment Practices liability insurance, and a $100,000 volunteer accident policy with a rate based on the total number of volunteers. We have worker's comp insurance by MEMIC. If we buy a pick-up truck, only employees will be allowed to drive it, not volunteers. We might use commercial vehicle insurance.

Stewart, Jones and White have met with our insurance representative at GHM in Waterville. The agent advised that the Land Trust does not need to carry extra insurance to cover school groups using our preserves, because accidents to school children would be covered by the school's insurance. Maine does not have special insurance for nonprofit organizations at this time. It would be good to check this periodically, as such insurance might be less expensive. Stewart said that insurance will be revisited in June. We may be able to compare prices and coverage from two or three carriers.

C. Board Discussion: Review of Board Meeting Review Results - Johnson

Board members were asked to send constructive comments about Board meetings to Johnson, who summarized the results. Most answers were positive. A couple of issues need work.

#3 Do Board members have appropriate input into setting meeting agendas? 70% of respondents were either neutral or disagreed. This was discussed at the last Board Advancement Committee meeting. Any time that Board members want something put on the agenda, they should contact either Stewart or Wallingford in advance of the meeting. We do want to hear from you.
#4 Do Board members receive Board packets far enough in advance of meetings to permit thorough review? This has been a problem. Stewart has promised to do better in future.
#9 Next steps were identified and responsibility assigned. We need to do better on this.
#10 Do you enjoy being on the Board? Answers to this were uniformly very positive.

Rittmaster commented that for other boards he has served on, the minutes have a section for Action Items, and who is responsible for each. This is usually the last item on the agenda. Doing that would be a help to committees and staff.

It was suggested that new Board members need to know that financial/budget items coming up for Board approval have already been reviewed by the requisite committee and approved, before being placed on the agenda for final approval by the Board. This is not always true. Stewart said that sometimes the Land Protection Committee recommends purchase of land or a conservation easement, but the financial aspect is left for the Board to decide. Johnson agreed that property costs do not come before the Finance Committee. Stewart said maybe we need to pre-screen land costs a little more before bringing the matter up for Board approval. In a major land acquisition campaign, the campaign total is discussed and approved, but not the acquisition cost of individual properties. Call said that on rare occasions the Executive

Committee may need to make a financial decision before the next Board meeting. Wallingford said that perhaps it should be made more clear in the agenda that a certain motion has had prior committee review.

The survey results show that in general, we do Board meetings very well. It was suggested to replace some of the least controversial questions for the next time this survey is done. All the 2021 comments have been saved anonymously on Johnson's computer.

D. Land Trust History

Passagassawakeag Greenway, Belfast

Stewart projected a colored map of the Belfast area showing the various parcels included in the Passagassawakeag Greenway: the Storer Preserve, Head of Tide Preserve and Stevenson Preserve on the south side of the river. The Rail Trail runs right along the river. A parcel of land west of the Stevenson Preserve is currently being developed as a subdivision. The owners are willing to allow a walking trail across their property that could link the Stevenson Preserve with conserved land to the west.

Stewart recently attended the first meeting of the Belfast Rail Trail Stewardship Advisory Group. They will draft a management plan for the Rail Trail. A Trails Committee in Belfast is interested in possibly creating a mountain bike trail. The Land Trust will advise on this project.

Beauchamp Point Preserve, Rockport

This is a small property at the tip of Beauchamp Point on the north side of the entrance to Rockport Harbor, accessible only by water. The owners, Charles and Polly Chatfield, originally offered a conservation easement on the property, but we declined to hold the CE, feeling that there would be too little public benefit. They later donated the parcel, which is mostly a pebble beach. It is open to the public for day use only, no camping. There are signs at the top of the beach saying that the land beyond is private. There have been problems with people trying to access the preserve from Beauchamp Point Road over private property. Stewardship assistant O'Neill said that last year the Google map showed a road to the preserve. This is a private driveway, not open to the public. He has made multiple requests for Google to remove the driveway from their map. This year for the first time the Preserve is listed on the Maine Island Trail Association map system, with prior approval of Mrs. Chatfield. If this listing creates problems, we can revoke the agreement with MITA.

E. Board Focus on Land Protection: Mt. Pleasant Conservation Partnership Role – Heather Rogers

Mount Pleasant is located in the town of Warren, just south of our Bald & Ragged Mountains focus area, and outside our service region. There are currently two fairly large parcels of land for sale on the summit. People have been calling our office and the Georges River Land Trust office about this. Stewart and Rogers have talked with Annette Naegel at GRLT about what to do about conserving these parcels. Access would be over the Georges Highland Path. The GRLT Board will discuss next month whether to pursue a purchase agreement on one or both parcels. The Town of Warren also owns land on Mount Pleasant. The initial idea is for us to provide staff support. GRLT is interested in applying for grant support, but not putting on a capital campaign to raise funds from their own donors. CMLT might sign on to a joint grant application. Stewart sees our role as providing support, but not taking the lead on the project. The land is not within our service region, although very close to it. GRLT should take the lead in fundraising. Possibly we could send a letter suggesting that our relationship could be an incremental one, without being more specific.

One parcel is listed at $900,000, and might sell for $500,000 - $600,000. The other is listed at $250,000. The two might be purchased for $800,000. This would be great project for Land for Maine's Future funding, if available.

McLaughlin Pike said that the Mt. Pleasant area is a continuation of the Bald and Ragged Mountains, and is very important to land conservation in our region, even if it is not technically in our service region. Stewart encouraged Board members who have not done so to hike the mountain. There is parking on Mount Pleasant Road. It is a bit hard to find the trailhead. The mountain has a history of vehicle use, causing erosion of access roads.

Wallingford asked Board members if anyone would object if Stewart and Rogers offer staff support to GRLT and say that there could be an "incremental relationship" in future. McLaughlin Pike advised against mention of a future incremental relationship. The consensus was to offer only staff support at this time.

F. Board Focus on Development: Open Sharing of Success Stories and Member/Donor Profiles

Stewart listed recent successes: 13 new members so far in 2021; Round the Mountain support: $30,000 from an anonymous foundation grant; Galen and Susan Todd, $25,000; L.L. Bean, $5,000. Beech Hill support: Sylvia and Eddie Brown, $10,000. Mt. Tuck support: MCHT $10,000. Honor bench: Eva-Lawson Boice and Courtney Collins, in memory of Courtney's husband. We have six more benches on order.
Evergreen Members: Phil and Arlene Gaudet, Rockport; Brendan McAvoy, Belfast; Robert and Jane Merrill, Camden.
New members: Ann Kennedy, NPB, Belfast; Debra Thuss, Camden; Susan D'Amore & Beth Comer, Washington ME.
Conservation Partners: Serena Li and Michael Ting, Belfast; Frank and Libby Simon, Hope; Greg and Kim Smith, Camden.
Megunticook Society: Elinor Klivans, Camden; Sally Faulkner, Chestertown MD (a longtime Belfast resident).
Land donors: Albert Sturrup and Kim Shelley, Belmont; Charlie and Joan Foote, Rockport; Bob Metcalf, Northport.
Summit Circle members: Sharon Mann, Hope; Thomas Thompson and Roberta Smith, Rockport.

Stewart went through the names on the above list noting the individual contributions of some people. Phil Gaudet is a trail monitor. Brendan McAvoy is a mountain biker. Susan D'Amore is our bookkeeper. Elinor Klivans is a repeat donor to the Beech Hill and Round the Mountain capital campaigns. Sally Faulkner has donated $5,000 a year for 14 - 15 years, Charlie and Joan Foote made a bargain sale of land on the Round the Mountain Trail. Bob Metcalf donated land on Knights Pond in Northport. Members of the Summit Circle have either donated land or put the Land Trust in their wills. Sharon Mann left a cabin on Alford Lake to the Land Trust. Thomas Thompson and Roberta Smith donated $100,000 toward hiking trails.

G. Action Items

1. Approval of Minutes of Feb. 23, 2021 Board Meeting

On motion of McLaughlin Pike/Johnson Board members voted unanimously to approve the minutes of the Feb. 23 Board meeting with minor changes by Call to correct references to the Wabanaki in Section B, First Light Learning Journey, on p. 1. The Wabanaki are not a tribe, but an alliance of four Native American tribes. Call will give his changes to Stewart after the meeting.

2. Approval of 2021 - 2022 Operating and Capital Budgets (see p. 12 in Board packets for today's meeting)

On motion of Johnson/Gabel, Board members voted unanimously to approve the 2021 - 2022 Operating and Capital Budgets as presented to the Board by the Finance Committee. Johnson commented that Stewart is a master budgeter who gets to within ½ of 1% on most items.

3. Approval of Annual Transfers from Land Trust Reserves and Endowments

On motion of Noble/McLaughlin Pike, Board members voted unanimously to approve annual transfers from the Land Trust Reserves and Endowments, including the following:

Transfer of up to 5% from Land Trust Operating Reserve Board Designated Fund (BDF) - $11,651
Transfer of up to 5% of Land Trust Stewardship Temporarily Restricted Fund (TRF) - $25,674
Transfer of up to 5% of Land Trust Endowment Permanently Restricted Fund (PRF) - $2,790
Transfer of up to 5% of Beech Hill TRF - $16,514
Transfer of up to 5% of McLellan-Poor PRF - $1,479
Transfer of up to 5% of Fernalds Neck PRF - $30,516
Transfer of up to 5% of Conservation Lands Defense Fund - $21,607
Transfer of up to 5% of the Pendleton TRF - $4,321

4. Approval of Proposed Board Policy Revisions (p. 17 in Board packets for today's meeting)

On motion of Johnson/Gabel, Board members voted unanimously to approve amending the following sections of its Board Policies as per the revised documents included with the packet for today's meeting: a. Financial Management policies (Policy 9 on slide shown at meeting).

5. Approval of Land Protection Committee Job Description (p. 31 in Board packets)

On motion of Collins/Noble, Board members voted unanimously to approve amending and updating the Land Protection Committee job description. The revised text is on p. 31 - 32 in Board packets for today's meeting, and is set forth below. Rogers said that most of the changes were semantic rather than substantive.

Purpose
The Land Protection Committee supports the process of acquiring new conservation interests in land, primarily through ownership and conservation easements, that provide a broad scope of public benefits and protect important conservation values. Additionally, the Committee advises on conservation priority planning, potential land acquisitions not intended for conservation (e.g., "trade lands"), and the public benefits of proposed conservation easement amendments.

Responsibilities
• Strategic Plan: Review the sections that concern the Land Protection Program in new drafts of the *Strategic Plan* and recommend goals and strategies related to the Program.
• Annual Work Plan: Review and advise concerning the *Land Protection Program: Annual Work Plan*.
• Conservation Priority Planning: Review data necessary to determine conservation land acquisition priorities, delineated as Focus Areas, Interest Areas, and Projects of Community Importance, and recommend such conservation priority plans to the Board for its consideration and approval.
• Project Evaluation: Evaluate proposed acquisitions of conservation easements and fee title to conservation land, including transfers from other conservation organizations or agencies, with reference to the then-current *Strategic Plan*, conservation priority plans, *Criteria for Evaluating Conservation Land Acquisitions*, other active Land Trust initiatives, and available personnel and financial resources. Review core documents related to the potential acquisition and visit the site. Approve recommendations to the Board regarding all new acquisitions of Easements or Preserves.
• Transfers of conservation land: Review proposals for transfers of Easements or Preserves to other qualified conservation organizations or agencies, advise the Stewardship Committee about the proposed transfer, and make related recommendations to the Board.
• Transfers of land not intended for conservation: Review proposals for transfers of land that does not offer substantial public benefits nor has substantial conservation values, and make related recommendations to the Board.
• Second Layer of Protection: Review drafts of second layer of protection instruments (second party conservation easements, declarations of charitable trust, or recorded project agreements or covenants with other entities) for Preserves, in parallel with the Stewardship Committee, and make related recommendations to the Board.
• Amendments of conservation easements: Review proposed amendments to conservation easements, in consultation with the Stewardship Committee, and make related recommendations to the Board.
• Committee Member Assignments: As needed, Committee members may accept assignments to a Committee team designated to land protection projects, priority areas for land acquisitions, or other land protection processes, and conduct tasks with that team as much as is feasible in terms of each member's availability. Staff will provide training and guidance for all such teams and their members.

Organization
The Land Protection Committee is comprised of Staff, Board members, and volunteers of the Land Trust and is chaired by the Land Protection Program Manager.
The Committee Chair will be responsible for establishing the agenda and for taking minutes of the meetings. The Committee will meet as needed, but generally on a monthly basis throughout the year.

H. Priorities We're Working On – President and Executive Director

1. Development and Communications Coordinator – Hiring Process Update

Applications are due by March 31. We have received 10 applications, which have been reviewed by Stewart. Four or five of these will be interviewed. Three are local. Job description summary:

> The Development & Communications Coordinator ("Coordinator") facilitates and supports all Land Trust fundraising activities needed to fulfill the organization's mission and coordinates communications with the organization's constituents, including members, donors, partners and the public. The position's primary responsibilities are managing the Land Trust's donor management database, organizing our donor outreach calendar, overseeing our grants program, supporting capital project fundraising, managing donor communications and appreciation events, and facilitating the organization's communications. This is a full-time, salaried position that will occasionally require evening and weekend work. The Executive Director supervises this position and will

assign all tasks and approve all expenditures. Essential duties include development team coordination, donor database management, and stewardship and recruitment of major gifts.

2. Status Report on Capital Fundraising

Remaining funds to be raised include: Round the Mountain, $206,000; Beech Hill, $5,000; Mt. Tuck, $70,000; total, $281,000. The above figures include a
donation from Maine Coast Heritage Trust. We are close to being done with this round of Beech Hill fundraising. A $100,000 gift from the Water Company is in prospect.

3. Building Committee Updates - Office Expansion

A big thank-you to Conard for drawing sketches of various configurations of proposed additional office space. The deck will be removed this week, and put back after construction and repairs have been done. A company will take soil samples. Two bids on foundation work are expected in May or June. Roof work will be done in August - September. There are six different configurations for the additional space. Stewart projected an image of the most likely floor plan. Architect Meg Barclay, who designed the original building, will design the remodeling, likely without charge. She advises waiting until next year to build, because building costs this year are very high. Johnson asked about adding a second rest room. Stewart said that the bigger we make the building, the more it will cost. Conard said she will give Stewart a new drawing of a larger expansion with a second bathroom. If we don't add it now, in five years we may wish that we had.

4. Website Development

Office Manager Jones has taken the lead on this. Sean Prenell *(verify spelling of name!)* is building the new web site, and charging $1,000.

5. Case Statements for Members and Conservation Partners

Stewart is working on drafting a case statement for prospective members and Conservation Partners, setting forth what it means to be a member of Coastal Mountains Land Trust, and what it means to be a Conservation Partner. These statements are for potential use in recruiting new members and Partners.

6. Major Gifts – Focus on Planned Giving – Feasibility

The Major Gifts Committee will focus on planned giving. We should find ways to substantially increase membership in the Summit Circle, in order to make the organization truly sustainable financially in the long term. Moore is chairman of the Major Gifts Committee.

I. Committee Updates

The DEI workgroup will meet on Wednesday, March 24. It includes Board members Conard and McLaughlin Pike, office manager Jones, and stewardship assistant O'Neill. The Advocacy Policy workgroup will meet on Wednesday, March 31. It includes Board members Call, Gabel and Johnson and stewardship and land protection manager Shaida. It will continue a discussion from the last meeting: when should the Land Trust act as an advocate, and when not? Both work groups will come before the Board with recommendations.

Johnson asked Stewart for the revised job descriptions for the Board Advancement Committee and Executive Committee.

J. Old Business: Request for Termination of Ann Brown Charitable Remainder Trust

Treasurer White spoke about a difficult situation pending about a charitable remainder unitrust established some 20 years ago by Ann Brown [*verify spelling of name*]. On advice of her then financial advisors, she placed $300,000 in a trust, the assets of which were to be divided upon her death among three charitable nonprofit organizations: Coastal Mountains Land Trust, the Friends of Rockport Library, and The Nature Conservancy. The assets were invested extremely conservatively. The trustees' fees were 1.4% - 1.8% per year. She was getting income of some 8% per year, which turns out to be about $7,000 per year currently. She is now in her 80s and needs money, andthe Land Trust has received a letter from a financial person representing her, seeking to terminate the trust.

White called The Nature Conservancy and spoke to one of their financial people. Brown is going to have to go to court, because the charitable remainder unitrust is a legal agreement, not readily revocable by the beneficiaries, plus the fact that she took a tax deduction for creating the trust. TNC says they have no problem with her revoking the trust, but they want to see the actual documents, including the current letter. The Land Trust will send Brown a letter saying that we are sorry to hear of her financial difficulties, and do not object to her terminating the trust, but want more information; and thanking her for thinking of us in the first place

White said that we currently carry this charitable remainder unitrust on our books; he is not sure of the figure. If the trust is legally revoked, we will remove it from our books. Stewart said that if the Land Trust receives any more such trusts in future, we should have a better evaluation procedure in place, and know who is managing each account.

K. 2020 Espy Land Heritage Award – Susan Alexander

The Land Trust nominated founding Board member and longtime recording secretary Susan Alexander to receive the Espy Land Heritage Award. Stewart was recently notified that the award committee has selected Alexander as the 2020 recipient. The award will be announced at the upcoming Maine Land Trust Conference in April. Coastal Mountains Land Trust won the award in 2002, and its former Executive Director Scott Dickerson was the recipient in 2014. The award recognizes exceptional individuals and organizations for their dedication and success in protecting the character of Maine. It comes with a check for $5,000 directed to the conservation organization of the recipient's choice.

L. New/Future Business

Wallingford asked people to send suggestions for agenda items for the April 23 Board meeting to her or Stewart.

Adjournment: The meeting ended at 5:27 p.m., followed by an executive session. Executive Director Stewart was invited to attend the first part of the executive session, to go over input from his recent performance evaluation.

Respectfully submitted,

Susan S. R. Alexander
Recording Secretary

Coastal Mountains Land Trust

Public Issues Review Committee Proposal

We propose that the Board create a standing "Public Issues Review Committee" (PIRC) to review public issues that come before the CMLT and to make recommendations to the Board for possible endorsement, advocacy, or other similar action. What follows are the recommended operating procedures for Board consideration.

The PIRC should have five members appointed by the President of the Board: three Board members, one of whom would chair the Committee, the Executive Director, and one other staff member. The group would meet as needed. Minutes of all meetings will be reported in the Board meeting packets.

The PIRC would take as its starting point the CMLT "Mission Statement" and the "Policies of the Board of Directors" as they pertain to public policy issues. With one minor change, both were felt to be adequate to start the Committee's work although modifications may prove necessary later. With the minor change noted, both are appended below for reference.

The first step in this contemplated procedure is for the PIRC to receive a written request from a staff member or a member of the Board for the CMLT to take a public position on some issue in the public domain. The request should explain how taking such a position supports the mission of the CMLT and fits within its policies, with direct reference to those documents. The PIRC may ask for a presentation from the advocate in addition to the written request.

The PIRC would discuss the request and decide whether to endorse or deny it. If the request is endorsed, it would be forwarded in the Board meeting packet for the Board's final decision. If the request is denied, the request and the PIRC's discussion would be communicated to the Board in the PIRC's minutes. Thus, in both cases the PIRC would explain its reasons for or against the request and report them, along with the initial written request, to the Board.

There may be cases in which the advocate feels the cause deserves CMLT support even if the "Mission Statement" or the "Policies" do not seem to justify it. If this is the case, it should be explained to the PIRC. The PIRC would then make its own determination as to whether to reject the request or to modify the documents. If the latter, then the PIRC would draft changes and present them with the original request to the Board which would approve, modify, or reject them.

With precedents set by successive cases, the PIRC and Board should refine their criteria for recommending and deciding cases and, in the process, may change the "Mission Statement" or "Policies" themselves.

Roy Call, Landis Gabel, Dan Johnson, Jack Shaida, Ian Stewart

April 19, 2021

MISSION STATEMENT

We permanently conserve land to benefit the natural and human communities of western Penobscot Bay.

We accomplish our mission by:

- Working proactively and cooperatively with landowners to establish a system of conservation lands that feature:
    - - habitat supporting biological diversity;
    - - water resources, including rivers, lakes, wetlands, aquifers, and the bay;
    - - farms and forests managed for sustained productivity; and
    - - scenic landscapes essential to our sense of place.
- Sustaining the natural and historic values of our conservation lands through a strong stewardship program based on monitoring, management, restoration, and enforcement.
- Providing opportunities for the public to access and explore natural places.
- Promoting public awareness of and support for land conservation through a broad outreach effort.

- Collaborating with towns, agencies, and other organizations to protect resources that meet exceptional needs in the communities we serve.
- Engaging volunteers to help implement our conservation work.

The above supporting statements are included on our website, in PowerPoint presentations to groups, and in appropriate publications to articulate the values that guide the conduct of our programs.

14.1 Land Trust Intervention in Public Issues

Various public matters concerning land use and environmental policies, regulations, project applications, enforcement matters, and other such issues might have an impact on the Land Trust, its mission, and its conservation lands. Intervention by the Land Trust in such issues has a significant potential to diminish the Land Trust's opportunity to work with landowners on a cooperative basis to conserve their lands due to the potential difference of opinion between the landowner and a position that the Land Trust might take regarding the particular issue. Given this, the Land Trust must evaluate each potential public issue for which it might take a public position in terms of the possibility of negative impacts on the Land Trust's goals and programs.

All proposals that the Land Trust intervene in such public issues ~~, whether originating from the public or within the Land Trust,~~ will first be reviewed by the ~~Executive Committee~~Public Issues Review Committee. Should the ~~Executive~~ Committee decide to recommend the issue for Board consideration, the Board will make all decisions concerning approval of the Land Trust's intervention in the issue. The key criteria for approval are:

- the issue is directly related to the Land Trust mission, and intervention in the issue will advance the mission;
- intervening in the issue will not make achieving the mission significantly more difficult or less likely;
- the conservation values and public benefits of one or more of the Land Trust's conservation easements or preserves are directly affected by the

issue, and thereby negatively impact the Land Trust's stewardship of those conservation lands;

- intervening in the issue will not result in allocations of organizational resources to the extent that other program initiatives will be impeded; and
- the Land Trust has particular resources that are additive to those of the other organizations or individuals that are intervening in the issue, and those additional resources are expected to be significant in seeking a resolution of the issue.

14.2 Land Trust Support for Land Conservation Issues

Public issues that will directly improve the potential for the acquisition and stewardship of conservation land might be supported by the Land Trust. Such matters include bond issues to provide land conservation funding, enhanced tax incentives for landowners to conserve their property, and other such matters. If the Land Trust's support for such land conservation issues will require substantial Staff time or other expense, the Executive Director will propose a plan for the supporting activity to the Board for its consideration and approval. If the activity includes lobbying, the expenses will be treated accordingly (see section 14.3).

14.3 Registration For Lobbying Election

The Land Trust has registered for the lobbying election with the Internal Revenue Service. The purpose for registration is to allow the Land Trust to expend funds on lobbying activities. When such lobbying activities occur, the expenditures will be recorded in a specific bookkeeping account dedicated to lobbying expenditures. These expenditures will be reported in the IRS Form 990 for the relevant fiscal year.

11. Land Protection Process

11.1 Board Approval of All Land Protection Projects

The Board considers and approves all acquisitions of preserves (fee title), conservation easements, trail easements, and other interests in real estate that advance the land conservation mission. Prior to that consideration and vote, Staff will provide a comprehensive set of information concerning the proposed acquisition to the Board that is sufficient to enable it to make an informed decision, including the Land Protection Committee's recommendation regarding the acquisition.

11.2 Criteria for Approval of Land Protection Projects

Every proposed land protection project will be evaluated by the Land Protection Committee using the Project Evaluation Criteria , which provides a framework for comprehensively considering the parcel in terms of its conservation values related to the Land Trust mission, public benefits (including the conservation purposes test of Internal Revenue Code Subsection 170(h)), and feasibility of acquisition and perpetual stewardship.

11.3 Professional Services Required Prior to Closing a Land Protection Project

11.3.1 Legal Services

The Land Trust will engage an attorney experienced in conservation real estate transactions to provide the legal services necessary to support every land protection project. Included in these legal services will be investigation of the title of all parcels proposed for protection (including fee ownership, conservation easements, and other interests in land), and clearing of encumbrances as necessary. Title insurance will be purchased as part of the acquisition process, unless the attorney certifies the title as clear of encumbrances. All mortgage liens must be paid in full prior to closing of a fee title acquisition or subordinated to the conservation easement prior to acceptance of the conservation easement.

11.3.2 Boundary Survey Services

The Land Trust will obtain a boundary survey by a licensed professional land surveyor prior to closing acquisition of any conservation lands, unless the following applies to the subject parcel: • the boundaries of the parcel are clearly and continuously marked by stone walls or other long-term fencing; • the title examination raises no questions about the location of boundaries or the interests of abutting parcels in the subject parcel; and • no disagreement about the boundary location is known to the Land Trust; or • the Land Trust has received a copy of a boundary survey from the landowner that indicates no evidence of boundary disputes and the title examination raises no objections to the boundary locations. The internal boundaries of designated land use areas on land to be under conservation easement, including building site envelopes or exclusions, may be established by use of the Land Trust's global positioning system (GPS) equipment and the setting of iron stakes at the corners of such internal areas, unless existing boundary structures indicate the location of such internal areas.

11.3.3 Environmental Hazard Assessment Services

The Land Trust will obtain from a qualified consultant, or from its trained Staff, a level one environmental hazard assessment of every proposed acquisition of conservation land. Should

that assessment indicate the need for further examination by a qualified consultant, the Land Trust will not accept title or hold an easement on the affected property until the additional examination has been conducted and the parcel has been determined to be compliant with environmental hazard regulations by the government agencies that oversee such regulations.

11.3.4 Real Estate Appraisal Services

The Land Trust will commission an appraisal by an independent, qualified real estate appraiser of every preserve, conservation easement, or other interest in land that is proposed to be purchased. The Land Trust will not pay more than the appraised fair market value of the conservation interest unless the all of the following criteria have been met: • conservation of the parcel is necessary to protect a unique or very rare resource that is at great threat of destruction, or the parcel is an essential complement to the public benefits of other proximate conservation lands; • despite exhaustive negotiation with the land owner, he/she has not agreed to a reduction of price to fair market value; • the additional payment does not create impermissible private benefit or private inurement that could threaten the status of the Land Trust as a 501(c)(3) organization under the Internal Revenue Code; and • the basis of the Board's decision to pay more than fair market value has been fully documented in the minutes of the meeting of the Board at which the acquisition is approved.

11.4 Conservation Planning and Project Prioritization

The Land Trust will maintain a conservation plan that determines land protection priorities for the service region, utilizing the most comprehensive array of natural, scenic, and outdoor recreation resource data available. Prior to every strategic plan, the Land Protection Committee will review the conservation plan and current conditions and make recommendations to the Board for Focus Areas, Areas of Interest, and Lands of High Community Value to prioritize in the land protection program.

11.4a Conservation in Focus Areas, Interest Areas, and of Lands of High Community Value

Parcels in Focus Areas will be the primary subjects of proactive outreach to landowners to encourage conservation of their parcels. Conservation options in Focus Areas include purchase, bargain sale, and donation of fee title or conservation easements, and hence will require capital campaigns to fund land protection projects. Parcels in Interest Areas are secondary subjects of proactive outreach to landowners to encourage conservation of their parcel. The primary conservation options in Interest Areas are donations of land or conservation easements, using grants as available and not competing with higher priority Focus Area Projects. Parcels with high community values will also be a focus of proactive outreach and Parcels with high community values will also be a focus of proactive outreach and fundraising through capital campaigns, board allocations, and grants. Such projects will be given similar weight to Focus Area projects.

11.5 Potential Conservation Projects Outside of Focal Areas and Interest Areas

When landowners propose conservation of a parcel that is located outside of the Focus Areas and Interest Areas, the Land Trust will assess the potential public benefits and estimated project costs (near- and long-term) of conserving the parcel. Such parcels will be considered for conservation based on those values and benefits as well as the feasibility for the Land Trust to acquire the parcel and sustain its conservation features.

11.6 Tax Benefits of Donated Conservation Lands

The Land Trust receives donations from individuals and businesses of partial and full value of real estate through acquisition by donations of conservation easements, donations of full title to parcels, and purchases of parcels at less than full market value (bargain sales). These gifts are charitable contributions and will be accepted and acknowledged in compliance with federal and state regulations. The Land Trust will not provide any advice to landowners who are donating interests in real estate concerning the income tax deductibility of their proposed donation or any other potential tax benefit, or any estimate of the monetary value of the donated interest. Landowners will be encouraged to obtain this information from their own attorneys, accountants, appraisers, and other professional advisors. Early in the process of discussing a new conservation easement or preserve donation with the landowner, Staff will provide the Land Trust's informational document describing the procedures and requirements regarding documentation of donations of land or a conservation easement, which outlines related matters including the "conservation purposes" stated under Internal Revenue Code Section 170(h), the need for the landowner to consult with his/her professional advisors, how the landowner can obtain a qualified appraisal, the process for submitting IRS Form 8283, and the requirements for the Land Trust's acknowledgement of the donation on that Form.

11.6.1 IRS Form 8283

The Land Trust requires that each donor of a real estate interest seeking an income tax deduction regarding the donation will provide a copy of the appraisal of the donated interest and the related IRS Form 8283. The Form must have been prepared by the donor's tax advisor and signed and dated by the donor's appraiser(s). Prior to completing acknowledgement of the donation, the Executive Director will review the Form to determine that it has been properly prepared. The Executive Director will also review the appraisal, and if he/she has concerns about the appraisal, he/she will discuss these concerns with the donor and appraiser. If this discussion does not resolve the Executive Director's concerns, he/she will not complete and sign the donee acknowledgement section of the Form, and will explain in a letter to the donor why he/she has declined to sign. Should the Executive Director have no concerns with the appraisal and if the Form has been completed properly, he/she will complete and sign the donee acknowledgement section of the Form.

11.7 Landowner Relations

The Land Trust works on a cooperative basis with owners of parcels that are candidates for conservation. Landowners will be fully informed of the potential and feasible conservation options for their property, including if appropriate the potential that other conservation organizations or agencies might be better suited to own the preserve or hold the conservation easement. Landowners granting a conservation easement will be informed of the goals and implications of the proposed conservation easement, including public access and restrictions on future uses. Landowners transferring full fee title to land will be informed in writing about the Land Trust’s preserve management practices, including public access and allowed uses, intended use of the property, and the practice of recording Declarations of Trust. Should the landowner have specific goals for the future of the property, they can be outlined in a Donor Intent Memo to file or in a Donation Agreement between the Land Trust and the landowner. The landowner

will also be informed of the practice of estimating the future Stewardship fund need. The landowner will be asked to contribute to the fund, but not required.

Landowners will also be encouraged to retain their own legal and professional advisors concerning proposed transactions, to ensure that the project meets with the landowner's goals and is in accordance with all local, state and federal laws and ordinances. All communications with landowners will be factually correct and respectful of the landowner's rights, and the Land Trust will maintain confidentiality about the potential acquisition until the landowner has entered into a written agreement setting the terms of the acquisition or the acquisition has closed.

11.8 Records of Acquisitions of Conservation Lands

The process for keeping records regarding acquisitions of conservation easements and preserves is in section 16.6.

11.9 Charles and Mary P. Chatfield Conservation Award

The purpose of the Charles and Mary P. Chatfield Conservation Award is to recognize those individuals or businesses who, like the Chatfields, have exemplified the highest level of commitment to the community through gifts of conservation lands. Each year the Board will determine if the Award will be presented to a recipient at the Annual Meeting of the Corporation.

AMENDED AND RESTATED CONSERVATION EASEMENT ON PENOBSCOT PARK
IN LINCOLNVILLE, WALDO COUNTY, MAINE,
TO COASTAL MOUNTAINS LAND TRUST

THE INHABITANTS OF THE TOWN OF LINCOLNVILLE, a body corporate and politic organized and operating under the laws of the State of Maine, with a mailing address of 493 Hope Road, Lincolnville, ME 04849 (hereinafter referred to as the "Owner," which word is intended to include, unless the context clearly indicates otherwise, the above-named Owner, its successors and assigns, any successors in interest to the Protected Property, and their personal representatives, successors, heirs and assigns),

GRANTS as a gift to COASTAL MOUNTAINS LAND TRUST, a nonprofit corporation organized and existing under the laws of the State of Maine, with a mailing address of 101 Mt. Battie St., Camden, ME 04843 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and/or assigns),

with Quitclaim Covenants, in perpetuity, the following described amended and restated Conservation Easement (hereinafter referred to as the "Amended and Restated Conservation Easement," the "Conservation Easement," or the "Easement,") on land in the Town of Lincolnville, County of Waldo, and State of Maine, more particularly described on Exhibit A, and depicted on Exhibit B, both attached hereto and made a part hereof by reference (hereinafter referred to as the "Protected Property").

This Amended and Restated Conservation Easement amends, restates, supersedes and replaces, the "Original Conservation Easement" granted over the Protected Property. The "Original Conservation Easement" was granted by Corporate Properties Services, Inc. to the Holder, by a deed dated July 6, 2000 and recorded in the Waldo County Registry of Deeds at Book 2011, Page 225. Owner's source of title is a deed from Holder on even or near-even date herewith, to be recorded.

The Amended and Restated Conservation Easement is made exclusively for the following conservation purposes:

-Purpose-

The purpose of this Conservation Easement is to provide a significant public benefit by

protecting and preserving in perpetuity the recreational, scenic and ecological character of the Protected Property.

The conservation values of the Protected Property are more particularly described in the recitals below.

WHEREAS, the Owner is the sole owner of the Protected Property, which consists of four and thirty-four hundredths (4.34) acres of open space recreational park land with scattered shrubbery, trees and other landscaping elements and outdoor recreational structures, with approximately four hundred twenty-six (426) feet of shore frontage on Ducktrap Harbor in Penobscot Bay; and

WHEREAS, conservation of the Protected Property will permanently protect unusual and substantially unbuilt open space on Penobscot Bay, near Ducktrap Harbor; and

WHEREAS, the Protected Property is located in Waldo County, a region of midcoast Maine that is experiencing rapid commercial and residential development growth and is currently one of the fastest growing counties in the State of Maine; and

WHEREAS, Owner and Holder agree that this Amended and Restated Conservation Easement does not result in private inurement or private benefit and does not materially detract from the conservation values intended for protection under the Original Conservation Easement, and that no court approval is required under 33 M.R.S. § 477-A(2)(B); and

WHEREAS, Holder has determined that this Amended and Restated Conservation Easement is consistent with Holder's Amendment Policy;

NOW, THEREFORE, the Owner and Holder have established this Amended and Restated Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

-COVENANTS AND RESTRICTIONS-

1. Land Use.

No commercial, industrial, residential, quarrying, or mining activities are permitted on the Protected Property. Notwithstanding the foregoing, Owner shall have the limited right to engage in commercial activities that have a *de minimis* impact on the

conservation values ("*de minimis* commercial activities") of the Protected Property. *De minimis* commercial activities might include, but shall not be limited to: payments for grasses or other vegetation that is permitted to be removed from the Protected Property; occasional use of the Protected Property for a wedding, party, or festival by a paying third party; any event for which entrants must pay a fee, including but not limited to educational classes; use of the Protected Property for charitable fundraising, educational activities, community events, and tours; and use of the Protected Property in its protected state by vendors, licensees, or other third parties.

Subject to any more restrictive local, state, and federal laws and regulations, it is forbidden to dispose of or store rubbish, garbage, building debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that vegetative waste resulting from permitted natural resource management may be left to remain on the Protected Property and other waste generated by permitted uses of the Protected Property shall be stored in appropriate containers for removal at reasonable intervals. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents that may have an adverse effect on the waters of Penobscot Bay or other important conservation interests to be protected by this Conservation Easement is prohibited, unless their use is recommended in writing by a recognized conservation professional for permitted vegetation management purposes, and approved in advance and in writing by Holder, or its designee, in accordance with the terms of Paragraph 7.

2. Subdivision.

Notwithstanding that the Protected Property was acquired by previous landowners in separate parcels, it must remain as an undivided unit under one ownership, and shall not hereafter be further divided, subdivided, partitioned or otherwise conveyed in lots or parcels, except that any portion of the Protected Property may be conveyed to an entity that meets the requirements set forth in Paragraph 10.D., to be retained for conservation ownership, subject to the terms of this Conservation Easement. In addition, the Protected Property may not be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

3. Structures.

As of the date of this grant, there are several structures on the Protected Property designed for daytime outdoor recreation, to wit: four picnic tables; three open-air

roofed picnic table shelters over concrete slabs each with an adjacent stone barbecue fireplace; a stone circle with fire pit; one shed (14′ x 12′ ±, H: 12′ ±); one volleyball net; three sets of horseshoe pits; four seasonal water spigots with hoses connected to a well and subsurface pump near the parking area; parking lot structures at the unpaved parking area near U.S. Route One, including an entrance gate and lighting at the entrance drive to the unpaved parking area and an enclosed and roofed toilet facility (15′ x 15′ ±, H: 13′ ±), with associated well and subsurface septic waste system; one set of stone steps to the beach; a low fence along the shoreline; as well as boundary markers and other rustic trail improvements. Existing structures may be maintained, improved and replaced with substantially similar structures in substantially the same locations or any other location set back at least seventy five (75) feet from the normal high watermark of the shore (other than boundary markers, footpath improvements, steps to the beach, and natural appearing erosion control devices); provided that the parking area and toilet facility may not be relocated or materially increased in size or height without the prior written approval of Holder.

No additional structures of any kind, temporary or permanent, may be located on the Protected Property without the prior written consent of Holder, except that the Owner reserves the right to locate on the Protected Property additional unenclosed or unroofed structures designed for daytime outdoor recreation, as well as temporary tents for events; additional recreational courts, fields, and playground structures; additional unenclosed or unroofed improvements to the parking area such as signage, lighting and telephone boxes; boundary markers; small unlighted informational or interpretive signs; low fencing and gates or stone work to control unauthorized uses and to enclose recreational courts or fields provided that they do not obstruct the view of the Protected Property from Ducktrap Harbor or Penobscot Bay; and rustic trail improvements such as steps, rails, bog bridges, footbridges, and water bars; provided that all such structures must be constructed of material that complements the natural and scenic features of the landscape and maintains the open space character of the Protected Property when viewed from Ducktrap Harbor or Penobscot Bay; and further provided that no structure, except temporary tents for weddings and similar events, may exceed fifteen (15) feet in height measured from the original average grade of the locus. Docks, piers, recreational vehicle pads or utility hook-ups, tent platforms, campsites or other overnight accommodations, and any structure within seventy-five (75) feet of the normal high watermark (other than boundary markers, footpath improvements, steps to the beach, and natural appearing erosion control devices) are specifically prohibited.

4. Surface Alterations.

As of the date of this grant, there are no surface alterations on the Protected Property

except for those associated with structures listed in Paragraph 3, and drainage ditching at the edge of the parking area. No additional filling, dumping, excavation or other alteration may be made to the surface of the Protected Property without the prior written consent of Holder; except that the Owner reserves the right to maintain, repair and replace existing surface alterations, to establish and maintain additional paved or unpaved footpaths and recreational courts to enhance the opportunity for outdoor recreation on the Protected Property; provided that all such surface alterations must be located and designed in a manner to minimize soil erosion and prevent damage to fragile plant communities and wetlands, and shall be completed so that the disturbed surrounding area is restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

5. Vegetation Management.

As of the date of this grant, the Protected Property is substantially open and unforested with a few mature trees along the footpath and around the driveway proximate to U.S. Route 1, screening trees along boundaries, and scrub shrubs at the shoreline, as documented in the Baseline Data referenced in Paragraph 10.F. Owner reserves the right to manage vegetation on the Protected Property for any permitted use of the Protected Property, including the right to landscape, garden, plant, cultivate, cut and remove trees, decorative vegetation, and erosion controlling shrubs; provided that all such vegetation management shall be conducted in a manner that minimizes erosion, siltation and chemical run-off into nearby waters.

6. Recreational Uses.

Owner shall take no action to discourage or charge a fee for use by the general public for recreational activities anywhere on the Protected Property, except for establishing special activity fees and other reasonable rules pursuant to municipal ordinances, regulations, and rules for park properties. Notwithstanding the foregoing, use of the Protected Property as a campground, whether commercial or private, is prohibited.

Owner and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under 14 M.R.S. § 159-A, *et seq*., and 14 M.R.S. § 8101, *et seq.,* as either may be amended or succeeded to, and under any other applicable provision of law and equity.

7. Notices and Requests for Consent.

Any notice to or request for consent of Holder required hereunder must be made by

certified mail or other courier providing proof of receipt, return receipt requested, addressed to: Executive Director, Coastal Mountains Land Trust, 101 Mount Battie St., Camden, ME 04843; or to such other authorized person hereafter designated in writing by Holder. Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Holder's consent shall be conditioned on compliance with the terms of Paragraph 11.E.3. Holder, upon receipt of Owner's request for consent, shall acknowledge receipt of the same. Following such review, Holder, shall grant, grant with conditions, or withhold its approval. Failure to act on Owner's request within thirty (30) days shall be deemed a constructive denial by Holder of such request for consent. Because a constructive denial is not a decision by Holder based on the merits of Owner's request, it is not final or binding on Holder, and Owner may resubmit the same or a similar request for approval. Owner may seek relief from the courts and recover reasonable attorney fees and costs if a court rules the constructive denial unjustified or unreasonable.

Any notice to Owner required or contemplated hereunder must be made by certified mail or other courier providing proof of receipt, return receipt requested, addressed to: Town Administrator, Town of Lincolnville, 493 Hope Road, Lincolnville, ME 04849, or to such other name and address as Owner may designate hereafter by written notice to Holder.

8. Costs and Taxes, Indemnification.

Owner is responsible to pay and discharge when due all property taxes and assessments lawfully imposed and to avoid the imposition of any liens that may impact Holder's rights hereunder.

Owner acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Owner is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and Owner will, to the fullest extent permitted by law, defend, release, relieve, hold harmless and indemnify Holder, its officers, directors, agents, and employees therefrom, and from any claims for damages which arise therefrom, except for harm proximately caused by the negligent act or misconduct of Holder, its assignees, employees or agents, or as may arise out of its workers' compensation obligations.

Notwithstanding that Holder has no possessory rights in the Protected Property, nor any

responsibility or right to control, maintain or keep up the Protected Property, Holder is responsible for all costs to exercise its rights granted herein and to enforce this Conservation Easement except as expressly provided by this Conservation Easement, and Holder is responsible for all risk of entry onto the Protected Property for any purpose permitted in this Conservation Easement, and Holder will, to the fullest extent permitted by law, defend, release, relieve, hold harmless and indemnify Owner, its officers, directors, agents and employees therefrom, and from any claims for damages which arise therefrom, except for harm proximately caused by the negligent act or misconduct of Owner, its assignees, employees or agents, or as may arise out of its workers' compensation obligations.

9. Holder's Affirmative Rights.

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to require the restoration of the Protected Property to a condition in compliance herewith, after providing Owner with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action. Owner is not responsible for injury to or change in the Protected Property resulting from causes beyond their control or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached or declares that an activity proposed by Owner would constitute a breach, Owner shall reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney fees, and any other payments ordered by such Court or decision maker.

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof.

C. It is Owner's obligation to keep the boundaries of the Protected Property clearly marked and to provide Holder with a copy of a survey of the Protected Property. In the event that boundaries are not adequately clear or marked and Owner fails to restore them within a reasonable time after notice by Holder, Holder has the right to engage a professional land surveyor to establish and mark boundaries of the Protected Property or any part thereof, which work will be at Owner's cost only if and to the extent necessary to determine whether a prohibited land use is located within the Protected Property.

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

10. Conservation Easement Requirements Under Maine Law and U.S. Treasury Regulations.

A. This Conservation Easement is created pursuant to the Maine Conservation Easement Act at 33 M.R.S. §§ 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A. § 170(h)(1)-(6) and §§ 203l(c), 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170-A-14 *et seq.*, as amended.

C. The Holder is qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2)(B), as amended, and is a Qualified Organization under Code Section 170(h)(3), to wit: a publicly funded, nonprofit Code Section 501(c)(3) organization operated primarily to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation, and the resources to enforce the restrictions hereof.

D. This Conservation Easement is assignable as set forth below, but only to an entity that satisfies the requirements of Code Section 170(h)(3), as amended, (or successor provisions thereof) and the requirements of 33 M.R.S. § 476(2), as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

E. Owner agrees to notify Holder in accordance with the terms of Paragraph 7, prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, as specifically required in Paragraphs 1 and 3.

F. In order to establish the present condition of the Protected Property and its recreational, natural and scenic resources so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, Holder

and Owner have prepared an updated inventory of the Property's relevant features and conditions (the "Baseline Data") and have certified the same as an accurate representation of the condition of the Protected Property as of the date of this Amended and Restated Easement.

G. Owner and Holder represent that as of the date of the grant of the Amended and Restated Conservation Easement there are no liens or mortgages outstanding against the Protected Property. Owner has the right to use the Protected Property as collateral to secure the repayment of debt, provided that the right of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien recorded subsequent hereto. The restrictions of this Conservation Easement, and Holder's right to enforce them shall be superior to any mortgage or lien, regardless of date.

H. Termination and Proceeds.

1. The parties agree that the grant of this Conservation Easement gives rise to a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is at least equal to the proportionate value that the Conservation Easement bears at the time of the gift to the value of the property as a whole at that time, in accordance with Internal Revenue Service Regulations at 1.170A-14(g)(6)(ii) (hereinafter the "Proportionate Value"). The Proportionate Value shall remain constant.

2. If either Holder or Owner receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties. If the Protected Property, or any portion thereof, is taken by eminent domain, the proceeds therefrom will be divided by Owner and Holder in proportion to their respective interests in the Protected Property, excepting any part of such proceeds attributable to permitted

improvements to the Protected Property made after the effective date hereof. For this purpose, Holder's proportional interest in the Protected Property is the percent by which the fair market value of the Protected Property immediately prior to the execution of this instrument is reduced by the rights, restrictions and covenants imposed hereby. Holder will use any proceeds received pursuant to this subparagraph for its conservation purposes consistent with the Conservation Purposes of this Conservation Easement.

3. This Conservation Easement may be extinguished or terminated only by judicial order in a court of competent jurisdiction, including a Taking in accordance with subparagraph 10.H.2 above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both Owner and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this subparagraph, in whole or in part, Holder shall be entitled to be paid no less than the greater of: (i) in accordance with Code § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value ; or (ii) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the Owner's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Owner and Holder. Holder shall use its share of the proceeds or other moneys received under this subparagraph in a manner consistent with the Conservation Purposes of this Conservation Easement. Owner agrees and authorizes Holder to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this subparagraph.

4. In making this grant, Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Owner and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

11. General Provisions.

A. The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights, and Owner hereby waives any defense of laches, prescription or estoppel as to Holder.

B. A person's obligation hereunder as Owner, or successor owner of the Protected Property, will cease, if and when such person or entity cease to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer. Holder will provide certificates, indicating compliance of the Protected Property with the terms of this grant, at Owner's cost, after an inspection made upon reasonable prior notice.

C. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.

D. Only Holder and Owner may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

E. Discretionary Approval and Amendment.

E.1. Discretionary Approvals. Owner and Holder recognize that certain activities by the Owner may warrant the prior discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this subparagraph shall require either party to agree to any discretionary approval.

E.2. Amendments. Owner and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Owner and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment does not violate the restrictions in Paragraph 11.E.3. Amendments will become effective upon recording at the Waldo County Registry of Deeds. Nothing in this subparagraph shall require the Owner or the Holder to agree to any amendment or to negotiate regarding any amendment.

E.3. Further Limitations on Discretionary Approval and Amendments. Notwithstanding the foregoing, except as provided by 33 M.R.S. § 477-A(2), as amended, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Owner have no right or power to approve any action or agree to any discretionary approval or amendment that would:

(a) materially detract from the conservation values intended for protection under this Conservation Easement;
(b) limit the term or result in the partial or complete termination of this Conservation Easement; or
(c) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at 33 M.R.S. § 476 *et seq.*, and Code Sections 170(h), 501(c)(3), 2522, and 2031(c), successor provisions thereof and regulations issued pursuant thereto.

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

IN WITNESS WHEREOF, the Inhabitants of the Town of Lincolnville have caused these presents to be signed and sealed in its corporate name by _____ hereunto duly authorized, this _____ day of _____ , 2021.

Signed, sealed and delivered
in the presence of:

INHABITANTS OF THE
TOWN OF LINCOLNVILLE

_____
Witness

_____
David B. Kinney
Its: Town Administrator, duly authorized

STATE OF MAINE
County of Waldo, ss. Dated: , 2021

Then personally appeared the above-named David B. Kinney, duly authorized Town Administrator of the Inhabitants of the Town of Lincolnville and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Inhabitants of the Town of Lincolnville.

Before me,

_____
Notary Public/Attorney
My Commission Expires:

_____
Type or print name of Notary

HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by COASTAL MOUNTAINS LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through _____, its President, hereunto duly authorized, this _____ day of _____, 2021.

Coastal Mountains Land Trust

_____ _____

Witness by: _____President

Acknowledgment
FOR HOLDER:

STATE OF MAINE
County of _____, ss. Dated: _____, 2021

Personally appeared before me the above-named _____, President of the above-named Holder, Coastal Mountains Land Trust, and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity, and the free act and deed of said corporation.

_____
Notary Public
My Commission Expires:

_____
Type or print name of Notary

06306

CONSERVATION EASEMENT ON PENOBSCOT PARK IN LINCOLNVILLE, WALDO COUNTY, MAINE, TO COASTAL MOUNTAINS LAND TRUST

CORPORATE PROPERTIES SERVICES, INC., a corporation organized in the State of Delaware, and operating in the State of Maine, with a mailing address of 48 Washington Street, Camden, ME 04843, (hereinafter referred to as the "Grantor," which word is intended to include, unless the context clearly indicates otherwise, the above-named Grantor, its successors and assigns, any successors in interest to the Protected Property, and their personal representatives, successors, heirs and assigns),

GRANTS as a gift to COASTAL MOUNTAINS LAND TRUST, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of P. O. Box 101, Rockport, ME 04856, (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and/or assigns),

with Quit Claim Covenants, in perpetuity, the following described Conservation Easement on land in the Town of Lincolnville, County of Waldo, and State of Maine, more particularly described on Exhibit A, and depicted on Exhibit B, both attached hereto and made a part hereof by reference, hereinafter referred to as the "PROTECTED PROPERTY"; exclusively for the following conservation purposes:

- *Purpose* -

It is the purpose of this Conservation Easement to provide a significant public benefit by protecting and preserving in perpetuity the scenic and ecological character of the Protected Property.

The conservation values of the Protected Property are more particularly described in the recitals below.

WHEREAS, the Grantor is the sole owner of the Protected Property, which consists of four and thirty-four hundredths (4.34) acres of open space recreational park land with scattered shrubbery, trees and other landscaping elements and outdoor recreational structures, with approximately four hundred twenty-six (426) feet of shorefrontage on Ducktrap Harbor in Penobscot Bay; and

WHEREAS, conservation of the Protected Property will permanently protect unusual and substantially unbuilt open space on Penobscot Bay, near Ducktrap Harbor; and

WHEREAS, the Protected Property is located in Waldo County, a region of midcoast Maine that is experiencing rapid commercial and residential development growth and is currently the fastest growing county in the State of Maine as established by the Maine State Planning Office;

NOW, THEREFORE, the Grantor and Holder have established a Conservation Easement on, over and across the Protected Property consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Protected Property in perpetuity:

- *COVENANTS AND RESTRICTIONS* -

1. Land Use.

No commercial, industrial, residential, quarrying, or mining activities are permitted on the Protected Property. The prohibition against commercial activities on the Protected Property should not be construed to prohibit the trade of grasses and other vegetation in exchange for mowing and other permitted vegetation management on the Protected Property, nor the use of the Protected Property in its protected state by Grantor's corporate visitors.

Subject to any more restrictive local, state, and federal laws and regulations, it is forbidden to dispose of or store rubbish, garbage, building debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that vegetative waste resulting from permitted natural resource management may be left to remain on the Protected Property and other waste generated by permitted uses of the Protected Property shall be stored in appropriate containers for removal at reasonable intervals. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents that may have an adverse effect on the waters of Penobscot Bay or other important conservation interests to be protected by this Conservation Easement is prohibited, unless their use is recommended in writing by a recognized conservation professional for permitted vegetation management purposes, and approved in advance and in writing by Holder, or its designee, in accordance with the terms of Paragraph 7.

2. Subdivision.

Notwithstanding that the Protected Property was acquired by Grantor in separate parcels, it must remain as an undivided unit under one ownership, and shall not hereafter be further divided, subdivided, partitioned or otherwise conveyed in lots or parcels, except that any portion of the Protected Property may be conveyed to an entity that meets the requirements set forth in Paragraph 10.D., to be retained for conservation ownership, subject to the terms of this Conservation Easement. In addition, the Protected Property may not be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

3. Structures.

As of the date of this grant, there are several structures on the Protected Property designed for daytime outdoor recreation, to wit: two swing sets, four picnic tables; three open-air roofed picnic table shelters over concrete slabs each with an adjacent stone barbecue fireplace; one shed

(14' x 12' ±, H: 12' ±); two volleyball nets; three sets of horseshoe pits; three trash cans; four seasonal water spigots with hoses connected to a well and subsurface pump near the parking area; parking lot structures at the paved parking area near U.S. Route One, including a tall entrance gate and lighting at the entrance drive to the parking area and an enclosed and roofed toilet facility (15' x 15' ±, H: 13' ±), with associated well and subsurface septic waste system; one set of stone steps to the beach; a low fence along the shoreline; as well as boundary markers and other rustic trail improvements. Existing structures may be maintained, improved and replaced with substantially similar structures in substantially the same locations or any other location set back at least seventy-five (75) feet from the normal high watermark of the shore, provided that the parking area and toilet facility may not be relocated or materially increased in size or height without the prior written approval of Holder.

No additional structures of any kind, temporary or permanent, may be located on the Protected Property without the prior written consent of Holder, except that the Grantor reserves the right to locate on the Protected Property additional unenclosed or unroofed structures designed for daytime outdoor recreation, as well as temporary tents for events; additional recreational courts and fields; additional unenclosed or unroofed improvements to the parking area such as signage, lighting and telephone boxes; boundary markers; small unlighted informational or interpretive signs; low fencing and gates or stone work to control unauthorized uses and to enclose recreational courts or fields provided that they do not obstruct the view of the Protected Property from Ducktrap Harbor or Penobscot Bay; and rustic trail improvements such as steps, rails, bog bridges, footbridges, and water bars; provided that all such structures must be constructed of material that complements the natural and scenic features of the landscape and maintains the open space character of the Protected Property when viewed from Ducktrap Harbor or Penobscot Bay; and further provided that no structure may exceed fifteen (15) feet in height measured from the original average grade of the locus. Docks, piers, recreational vehicle pads or utility hook-ups, tent platforms, campsites or other overnight accommodations, and any structure within seventy-five (75) feet of the normal high watermark (other than boundary markers, footpath improvements and natural appearing erosion control devices) are specifically prohibited.

4. Surface Alterations.

As of the date of this grant, there are no surface alterations on the Protected Property except for those associated with structures listed in Paragraph 3, and drainage ditching at the edge of the parking area. No additional filling, dumping, excavation or other alteration may be made to the surface of the Protected Property without the prior written consent of Holder; except that the Grantor reserves the right to maintain, repair and replace existing surface alterations, to establish and maintain additional paved or unpaved footpaths and recreational courts to enhance the opportunity for outdoor recreation on the Protected Property; provided that all such surface alterations must be located and designed in a manner to minimize soil erosion and prevent damage to fragile plant communities and wetlands, and shall be completed so that the disturbed surrounding area is restored as soon as reasonably possible to a state consistent with the conservation values to be protected by this Conservation Easement.

5. Vegetation Management.

As of the date of this grant, the Protected Property is substantially open and unforested with a few mature trees along the footpath and around the driveway proximate to U.S. Route 1, screening trees along boundaries, and scrub shrubs at the shoreline, as documented in Baseline Data. Grantor reserves the right to manage vegetation on the Protected Property for any permitted use of the Protected Property, including the right to landscape, garden, plant, cultivate, cut and remove trees, decorative vegetation, and erosion controlling shrubs; provided that all such vegetation management shall be conducted in a manner that minimizes erosion, siltation or run-off into nearby waters, and is subject to the prohibition against commercial use of the Protected Property.

6. Access.

The parties acknowledge that the Protected Property is private property used for outdoor recreation by Grantor's guests and employees. Nothing contained herein should be construed to convey or grant to the public any right of access or use of the Protected Property. Grantor has the right to permit public and private use of the Protected Property for permitted uses hereunder, exercised in a manner to preserve the conservation values to be protected by this grant, provided that commercial outdoor recreational activities and use of the Protected Property as a campground, whether commercial or private, is prohibited. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. §159-A, et seq., as amended and successor provisions thereof, and under any other applicable provision of law and equity.

7. Notices.

Any notice to Holder required hereunder must be made by certified mail or other courier providing proof of receipt, return receipt requested, addressed to: Executive Director, Coastal Mountains Land Trust, P. O. Box 101, Rockport, Maine 04856; or to such other authorized person hereafter designated in writing by Holder. Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof.

Any notice to Grantor required or contemplated hereunder must be made by certified mail or other courier providing proof of receipt, return receipt requested, addressed to: Shane Flynn, Regional Director, MBNA Marketing Systems, Inc., 32 Washington Street, Camden, Maine 04843, or to such other name and address as Grantor may designate hereafter by written notice to Holder.

8. Costs and Taxes, Indemnification.

Grantor is responsible to pay and discharge when due all property taxes and assessments lawfully imposed and to avoid the imposition of any liens that may impact Holder's rights hereunder.

Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and Grantor will, to the fullest extent permitted by law, defend, release, relieve, hold harmless and indemnify Holder, its officers, directors, agents, and employees therefrom, and from any claims for damages which arise therefrom, except for harm proximately caused by the negligent act or misconduct of Holder, its assignees, employees or agents, or as may arise out of its workers' compensation obligations.

Notwithstanding that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain or keep up the Protected Property, Holder is responsible for all costs to exercise its rights granted herein and to enforce this Conservation Easement except as expressly provided by this Conservation Easement, and Holder is responsible for all risk of entry onto the Protected Property for any purpose permitted in this Conservation Easement, and Holder will, to the fullest extent permitted by law, defend, release, relieve, hold harmless and indemnify Grantor, its officers, directors, agents and employees therefrom, and from any claims for damages which arise therefrom, except for harm proximately caused by the negligent act or misconduct of Grantor, its assignees, employees or agents, or as may arise out of its workers' compensation obligations.

9. Holder's Affirmative Rights.

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to require the restoration of the Protected Property to a condition in compliance herewith, after providing Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action. Grantor is not responsible for injury to or change in the Protected Property resulting from causes beyond their control or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney fees, and any other payments ordered by such Court or decision maker.

B. Holder has the right to enter the Protected Property for inspection and enforcement purposes, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof, after reasonable prior notice to Grantor.

C. It is Grantor's obligation to keep the boundaries of the Protected Property clearly marked and to provide Holder with a copy of a survey of the Protected Property. In the event that boundaries are not adequately clear or marked and Grantor fails to restore them within a reasonable time after notice by Holder, Holder has the right to engage a professional land surveyor to establish and mark boundaries of the Protected Property or any part thereof, which work will be at Grantor's cost only if and to the extent necessary to determine whether a prohibited land use is located within the Protected Property.

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

E. Holder has the right, subject to the limits of the Conservation Easement, to improve wildlife habitat and conduct ecological surveys or scientific research, after reasonable prior notice to Grantor and receipt of Grantor's written approval, and subject to limitations to avoid conflict with Grantor's exercise of similar reserved rights.

10. Conservation Easement Requirements Under Maine Law and U.S. Treasury Regulations.

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

B. This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., §170(h)(1)-(6) and §§ 2031(c), 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170-A-14 et seq., as amended.

C. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, §476(2)(B), as amended, and is a Qualified Organization under Code Section 170(h)3, to wit: a publicly funded, non-profit 501(c)(3) organization operated primarily to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property, having a commitment to protect the conservation purposes of the donation, and the resources to enforce the restrictions hereof.

D. This Conservation Easement is assignable as set forth below, but only to an entity that satisfies the requirements of Code Section 170(h)(3), as amended, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant. In the event Holder wishes to assign this Conservation Easement, Grantor and Holder agree that Maine Coast Heritage Trust, of 169 Park Row, Brunswick, Maine 04011, should they be so qualified, shall be offered the assignment, and should they decline, Maine Coast Heritage Trust shall have the right to name an alternate qualified assignee after consultation with Grantor and with due consideration to Grantor's preferences for a Holder.

E. Grantor agrees to notify Holder in accordance with the terms of Paragraph 7, prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, as specifically required in Paragraphs 1. and 3.

F. In order to establish the present condition of the Protected Property and its natural and scenic resources so as to be able to monitor properly future uses of the Property and assure

compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Property's relevant features and conditions (the "Baseline Data") and have certified the same as an accurate representation of the condition of the Protected Property as of the date of this grant.

G. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that the right of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien recorded subsequent hereto. The restrictions of this Conservation Easement, and Holder's right to enforce them shall be superior to any mortgage or lien, regardless of date, except with respect to Holder's right to monetary damages based upon a violation that occurs subsequent to recording of such mortgage or lien. Holder shall execute limited subordination to this effect upon request by Grantor.

H. This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished, Holder is entitled to a share of the proceeds of the sale, exchange or involuntary conversion of the Protected Property after this conservation easement is extinguished, according to Holder's proportional interest in the Protected Property as determined and required under Treasury Regulations 1.170-A-14 (g)(6)(ii). Holder's proportional interest is determined as of the date of this grant and will not include value attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

11. General Provisions.

A. The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription or estoppel as to Holder.

B. A person's obligation hereunder as Grantor, or successor owner of the Protected Property, will cease, if and when such person or entity cease to have any present, partial, contingent, collateral or future interest in the Protected Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer. Holder will provide certificates, indicating compliance of the Protected Property with the terms of this grant, at Grantor's cost, after an inspection made upon reasonable prior notice.

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

D. This conservation easement may be amended by the mutual agreement of the parties. Such amendment may include the substitution of other land in the greater Penobscot Bay area, directly related to the conservation purposes of this grant, for a portion or all of the land described

in Exhibit A herein, and the release of all or a portion of said land described in Exhibit A herein in exchange for such substitution, provided that Holder shall have no obligation to consent to any such exchange or substitution.

E. Any discretionary consent by Holder, permitted or required by this Conservation Easement for uses that are conditional or not expressly reserved by Grantor, and any legally permissible amendment hereto, may be granted only if the Holder has determined in its reasonable discretion, that the proposed use furthers or is not inconsistent with the purposes of this Conservation Easement, substantially conforms to the intent of this grant, meets any applicable conditions expressly stated herein, and does not materially increase the adverse impact of expressly permitted actions under this Conservation Easement, provided that Holder has no right or power to consent to any use that would limit the term or terminate this Conservation Easement, or that would impair the qualification of this Conservation Easement or the status of the Holder under any applicable laws, including Title 33 M.R.S.A. Section 476 *et seq.*, or Code Section 170(h).

F. Where consent is required of either party to this Conservation Easement, such consent will not be unreasonably withheld, delayed or conditioned.

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

IN WITNESS WHEREOF, CORPORATE PROPERTIES SERVICES, INC., has caused these presents to be signed and sealed in its corporate name by JOSEPH JARET, its VICE PRESIDENT, hereunto duly authorized, this 6TH day of July, 2000.

Signed, sealed and delivered
in the presence of:

Corporate Properties Services, Inc.,
a Delaware corporation

Witness Karen L. Clark

by: Joseph Jaret
its: Vice President

STATE OF MAINE
COUNTY OF ~~WALDO~~ Knox, ss.

Date: July 6, 2000

Personally appeared the above-named Joseph F. Sacet, the Vice President of CORPORATE PROPERTIES SERVICES, 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, Karen A. Clark
Notary Public/~~Maine Attorney~~

KAREN A. CLARK
Notary Public, Maine
My Commission Expires April 9, 2006

Please type or print name of notary
My commission expires:

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by COASTAL MOUNTAINS LAND TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through Steven M. McAllister, its President, hereunto duly authorized, this day of July 2000.

Coastal Mountains Land Trust,
a Maine non-profit corporation

by Steven M. McAllister
its President

STATE OF MAINE
COUNTY OF ~~WALDO~~ Knox, ss.

Date: 6 July 2000

Personally appeared Steven M. McAllister, the President and authorized representative of the above-named Holder, COASTAL MOUNTAINS LAND TRUST, 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,

Notary Public
EDITH M.B. DUPUIE
Notary Public • State of Maine
My commission expires July 1, 2006

Please type or print name of notary
My commission expires:

EDITH M.B. DUPUIE NOTARY PUBLIC

EXHIBIT A

Legal Description of the Protected Property

A certain lot or parcel of land situated in the Town of Lincolnville, County of Waldo and State of Maine, bounded and described at follows:

THAT tract of land located on the southerly side of U.S. Route 1, approximately 300 feet westerly of the Northport-Lincolnville Town Line, and on the northerly side of Ducktrap Harbor in the Town of Lincolnville, County of Waldo, State of Maine, being more particularly described as follows:

BEGINNING at a 5/8 inch rebar found in 1996 on the southerly right-of-way line of U.S. Route 1 at the northeast corner of Sherry S. McGrath (Waldo County Registry of Deeds, Bk 1345-p.206), said point of beginning being S 89°02'19" E along said southerly right-of-way line of U.S. Route 1and 183.22 feet from a 7/8 inch rebar found in 1996 at the northeast corner of Natalie E. MacInnis (Bk 797-p.433);

THENCE N 89°34'11" E along the southerly right-of-way line of U.S. Route 1, a distance of 9.53 feet to a 5/8 inch rebar found in 1996;

THENCE N 85°34'30" E along the southerly right-of-way line of U.S. Route 1, a distance of 142.77 feet to a 5/8 inch rebar found in 1996 (capped Chapman & Cothern) at the northwest corner of Preston A. Wade, et als (Bk 601-p.285);

THENCE S 09°00'32" E along the westerly line of said Preston Wade, et als, a distance of 275.17 feet to a 5/8 inch rebar found in 1996;

THENCE S 09°04'58" E along the westerly line of said Preston Wade, et als, a distance of 254.22 feet to a 5/8 inch rebar found in 1996 (capped Chapman & Cothern);

THENCE S 09°04'58" E along the westerly line of said Preston Wade, et als, a distance of 30 feet to the high water line of Penobscot Bay;

THENCE westerly along the high water line of Penobscot Bay, a distance of 426 feet to the southeast corner of William E. Wade, Jr. et als (Bk 1041-p.158);

THENCE N 09°12'17" W along the easterly line of said William Wade, et als, a distance of 40 feet to a 5/8 inch rebar found in 1996, for which the tie lines between the two rebar found by the shore are represented by the following courses-S 70°05'41" W and 145.07 feet to a 5/8 inch rebar found in 1996 (capped Chapman & Cothern), S 60°32'54" W and 68.92 feet to a 5/8 inch rebar found in 1996 (capped Chapman & Cothern), S 60°31'31" W and 101.81 feet to a 5/8 inch rebar found in 1996 (capped Chapman & Cothern), and S 60°33'10" W and 106.60 feet;

EXHIBIT A continued

THENCE N 09°12'17" W along the easterly line of said William Wade, et als, a distance of 406.12 feet to 5/8 inch rebar found in 1996 at the southwest corner of said McGrath;

THENCE N 84°54'30" E along the southerly line of said McGrath, a distance of 196.07 feet to a 5/8 inch rebar found in 1996;

THENCE N 84°46'39" E along the southerly line of said McGrath, a distance of 60.71 feet to a 5/8 inch rebar found in 1996 in a stone wall;

THENCE Northwesterly partially along said stonewall and easterly line of said McGrath back to the POINT OF BEGINNING. The tie line along this course is N 09°56'54" W and 277.87 feet.

MEANING and intending to describe 4.34 acres of land as shown on a plan entitled "STANDARD BOUNDARY SURVEY, MBNA/OTTEN PROPERTY, U.S. ROUTE 1, LINCOLNVILLE, WALDO COUNTY, MAINE", by Coffin Engineering & Surveying, dated April 5, 1996. All directions are Magnetic North 1987. All 5/8 inch rebar set are marked with a plastic surveyor's cap (Coffin Eng. PLS 1292).

SUBJECT to matters disclosed or referred to on said Plan.

SUBJECT to a view easement and pedestrian right-of-way for the benefit of land now or formerly Sherry S. McGrath as described in the Waldo County Registry of Deeds in Book 1345-Page 206.

SUBJECT to a 25 foot wide right-of-way leading from U.S. Route 1 to the northerly side of Penobscot Bay and a 50 foot right-of-way terminating in a cul-de-sac located on the above described property.

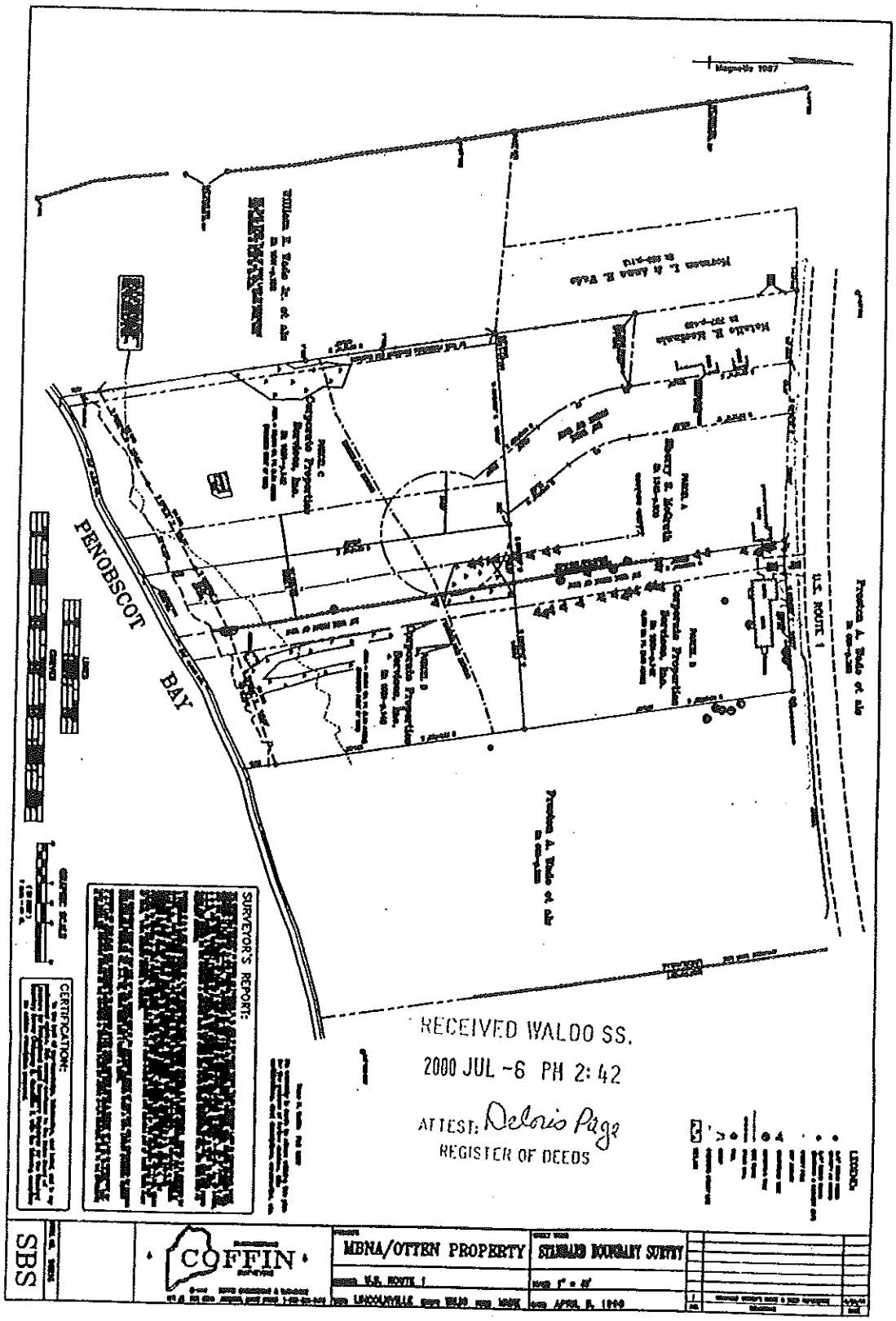
This deed description prepared by Kane P. Coffin, PLS 1292, an agent of Coffin Engineering & Surveying, LLC.

Reference is made to deed to Corporate Properties Services, Inc. recorded in the Waldo County Registry of Deeds in Book 1601, Page 142.

TOGETHER WITH Grantor's right, title and interest, without covenants, to the intertidal area.

EXHIBIT B

Sketch Plan of the Protected Property
showing any pertinent features referred to in the easement



COASTAL MOUNTAINS
LAND TRUST

Major Gifts Committee Meeting

April 14, 2020, 2:00 – 3:30 pm

ZOOM

https://zoom.us/j/97280920946?pwd=VFpZUnAyRG4vbVRsZTZ5YWxhcEYydz09

1. Development & Communications Coordinator hiring update
   Hiring process is underway. Staff is interviewing three finalists for the position.

2. Operating Budget Goal Discussion
   Conservation Partners – current year $280,000 without lead IRA gift
   Retention Rate 90% = $252,000
   Recruitment Rate = $28,000
   Draft Goal = $290,000 = $252,000 + $28,000 + $10,000
   Action Items:
   Develop / Review calendar of partner outings
   Review list of current members capable of becoming partners
   Build list of prospects and prospect actions
   Stewart to prepare three lists for committee review: 1. All existing partners – committee will consider who could be asked to provide additional support, 2. Existing members that could be approached for support at the partner level, and 3. Prospects. Each of these three lists will be the primary subject of discussion at our next meeting.

3. Capital Campaign Budget Goals
   Round the Mountain - $175,000
   Beech Hill - $25,000 (Fletchers, Dorsey Gardner, MCHT, Legacy Rockport, Hospital)
   Due to a higher final budget for the trail, this represents appx. $20,000 more needed for Beech Hill
   Mt. Tuck – $75,000
   Babb/Schools - $45,000
   Other - $30,000
   Building Funds – $300,000
   Updates: Anonymous Foundation invitation for $50,000
   Bangor Savings Foundation
   Nellie Leaman Taft Foundation

4. Board Fundraising Training -when?
   Ask people for references for fundraising trainers – June?
   Committee and staff will reach out to partners for suggestions on possible trainers.

5. Development Process Consultation – Nick and Ian meet with Phillip Conkling
   Ian call Phillip to set up meeting

6. Conservation Partners Party – July 29th Hope Street
7. Building Addition Capital Fundraising – circa $300,000
8. New Committee Member: Someone outside the board How long have partners been involved? Consideration will be given to the long list of folks on the Conservation Partner list, including Pat Messler.
9. Action Item: Tom and Ian met to discuss annual action plan Ian and Tom will schedule a date to discuss the annual plan

COASTAL MOUNTAINS LAND TRUST

Membership & Marketing Committee Meeting

April 12, 2021, 12:00 – 1:15 pm
ZOOM

MEMBERSHIP DISCUSSION

1. Review & Critique of Case Statement for Membership
   - Discuss Membership case statement
     General agreement that the case statement should be more succinct, preferably with bullet points. Good discussion over whether Membership Benefits and Membership Impact should lead – perhaps they can be placed side by side in order to allow the reader to choose the one which is more important to them.
   - Bring suggestions for Membership slogans?
     Will be brainstorming before next meeting in May
   - Bring suggestions for what membership dollars make possible
     Discussion over whether we should have "tangible" or "intangible" items for each. For example, a tangible for Conservation Partner would be their $1,000 contribution provides 1/3 of the cost of a summer internship. An intangible for a "Student" membership might be preservation of habitat for 25 butterflies – it wouldn't have to be factual.

2. Discuss annual membership flow chart (correspondence, events, etc.)
   - Bring additional suggestions for what volunteers would like to receive or have the opportunity to do in a given year
     Discussed having an "annual report" timed for biggest impact. Also discussed that having names and giving level for all supporters would be a general positive motivating force for giving.

3. Brainstorm youth membership concept
   - Donate your age idea
     The committee seemed to like this idea
   - Membership bags for kids – what is in them?
     Ran out of time before good discussion on this topic

COMMUNITY ENGAGEMENT DISCUSSION:

4. Overview Community Engagement Job Description
5. Discuss COVID precautions for 2021-22 Events
6. Overview of 2021-22 Events Calendar – Pending COVID guidelines

COASTAL MOUNTAINS
LAND TRUST

Finance and Investment Committee
March 26, 2021, 4pm

AGENDA

Invited: Malcolm White (Treasurer), Roy Call, Landis Gabel, Tom Moore, Judy Wallingford, Malcolm White, Jay Freedman, Brad Hennemuth, Dan Johnson, Polly Jones and Ian Stewart.

Discussion Items

1. Review of Year End Financial Report
2. Review of CMLT Investments
3. Preparations for 2021-22 Audit Process

Period	*Account Performance*	*S&P Performance*	*Russell 2000 Small Cap*
Past Month	*3.4%*	*4.4%*	*1.0%*
Past 3 months	*5.7%*	*6.2%*	*12.7%*
YTD	*5.7%*	*6.2%*	*12.7&*
Since Inception	*14.1%*	*15.3%*	*14.3%*

Status of Credit Line Loan, April 30, 2020: **$ 0** principal balance due.
Transfers already completed for FY 2020-21 include: $ 122,053.15 Transfers Available: $ 1,000

Coastal Mountains Land Trust
Balance Sheet
As of March 31, 2021

	Mar 31, 21	Mar 31, 20	$ Change
ASSETS			
Current Assets			
Checking/Savings			
1010 · Bangor Savings Bank #1898	42,278.63	58,031.34	(15,752.71)
1015 · CNB Operating Checking #6521	25,056.10	0.00	25,056.10
ACQUISITION ACCOUNTS			
1110 · BSB Acquisition ICS #8375	564,679.40	838,189.12	(273,509.72)
1115 · Trillium Fernald's Nk Acq #1778	409,955.49	322,225.66	87,729.83
1120 · Trillium Land Acquisition #0685	471,451.11	167,996.78	303,454.33
Total ACQUISITION ACCOUNTS	1,446,086.00	1,328,411.56	117,674.44
STEWARDSHIP ACCOUNTS			
1150 · BSB Stewardship Savings #0691	3,547.63	15,705.60	(12,157.97)
1155 · Trillium Stewardship #5932	55,054.33	105,887.29	(50,832.96)
1160 · CNB Unrestricted Checking #0093	2,350.16	2,349.86	0.30
Total STEWARDSHIP ACCOUNTS	60,952.12	123,942.75	(62,990.63)
RESERVES & ENDOWMENTS			
1170 · Trillium Res & Endowments #1928	3,216,534.75	2,250,358.95	966,175.80
1171 · Bangor Savings Money Mkt #4578	0.00	154,265.00	(154,265.00)
Total RESERVES & ENDOWMENTS	3,216,534.75	2,404,623.95	811,910.80
1177 · Commonwealth/Allen-Stock	0.00	0.12	(0.12)
1180 · State Unemployment CD #9286	4,922.77	5,745.83	(823.06)
1185 · Petty Cash	200.00	200.00	0.00
Total Checking/Savings	4,796,030.37	3,920,955.55	875,074.82
Accounts Receivable			
1200 · Pledges Receivable			
1205 · Pledges Rec-Bald & Ragged	56,333.32	90,666.66	(34,333.34)
1205T · Pledges Rec-BR Trails	0.00	7,025.00	(7,025.00)
1210 · Pledges Rec-Beech Hill	5,000.00	5,000.00	0.00
1225 · Pledges Rec-Hurds Pond	0.00	10,000.00	(10,000.00)
1230 · Pledges Rec-Operating	30,000.00	0.00	30,000.00
Total 1200 · Pledges Receivable	91,333.32	112,691.66	(21,358.34)
Total Accounts Receivable	91,333.32	112,691.66	(21,358.34)
Other Current Assets			
1330 · Prepaid Insurance	3,511.51	3,511.51	0.00
1340 · Prepaid Land Costs	7,900.00	0.00	7,900.00
Total Other Current Assets	11,411.51	3,511.51	7,900.00
Total Current Assets	4,898,775.20	4,037,158.72	861,616.48
Fixed Assets			
1510 · Building-Office	263,004.91	263,004.91	0.00
1520 · Landscaping-Office	10,433.25	10,433.25	0.00
1530 · Land-Office	43,083.00	43,083.00	0.00
1540 · Furniture & Equipment	126,239.69	119,789.69	6,450.00
1580 · Beech Hill Property			
1581 · Beech Hill Barn	24,494.35	24,494.35	0.00

Coastal Mountains Land Trust
Balance Sheet
As of March 31, 2021

	Mar 31, 21	Mar 31, 20	$ Change
1582 · Beech Nut Renovation	564,242.73	564,242.73	0.00
Total 1580 · Beech Hill Property	588,737.08	588,737.08	0.00
1590 · Less accumulated depreciation	(470,668.64)	(470,668.64)	0.00
Total Fixed Assets	560,829.29	554,379.29	6,450.00
Other Assets			
1700 · Split-Interest Agreements			
1710 · Beneficial Interest in CRUT	11,917.83	11,917.83	0.00
1720 · Beneficial Int. in CRUT/BELL	177,429.31	177,429.31	0.00
Total 1700 · Split-Interest Agreements	189,347.14	189,347.14	0.00
1740 · Steven GRLE	153,281.64	153,281.64	0.00
1800 · Conservation Preserves			
1805 · Conservation Preserves-FMV/Cost	25,572,693.34	25,562,893.34	9,800.00
1810 · CMLT Allowance for Impairment	(23,968,985.67)	(23,968,985.67)	0.00
1815 · Preserve Improvements	95,300.15	70,607.15	24,693.00
Total 1800 · Conservation Preserves	1,699,007.82	1,664,514.82	34,493.00
1850 · Conservation Easements			
1855 · Easements-Basis	3,652,024.00	3,652,024.00	0.00
1860 · CMLT Allowance for Easement	(3,652,024.00)	(3,652,024.00)	0.00
1865 · Easement Improvements	913,897.41	333,222.79	580,674.62
Total 1850 · Conservation Easements	913,897.41	333,222.79	580,674.62
Total Other Assets	2,955,534.01	2,340,366.39	615,167.62
TOTAL ASSETS	**8,415,138.50**	**6,931,904.40**	**1,483,234.10**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	2,325.51	17,225.80	(14,900.29)
Total Accounts Payable	2,325.51	17,225.80	(14,900.29)
Other Current Liabilities			
2110 · Accrued Vacation	5,640.19	5,640.19	0.00
2150 · Accrued Interest	346.21	346.21	0.00
2410 · Norcross Note Payable-0 int	0.00	150,000.00	(150,000.00)
Total Other Current Liabilities	5,986.40	155,986.40	(150,000.00)
Total Current Liabilities	8,311.91	173,212.20	(164,900.29)
Long Term Liabilities			
2512 · Mortgage Payable-Trumbull	6,750.00	22,950.00	(16,200.00)
Total Long Term Liabilities	6,750.00	22,950.00	(16,200.00)
Total Liabilities	15,061.91	196,162.20	(181,100.29)
Equity	8,400,076.59	6,735,742.20	1,664,334.39
TOTAL LIABILITIES & EQUITY	**8,415,138.50**	**6,931,904.40**	**1,483,234.10**

Coastal Mountains Land Trust

Monthly Financial Dashboard	**April 1st - March 31**	**Annual Budget**	
3.31.21	YTD Monthly Analysis		
Percentage of fiscal year complete	100%	100%	
Income			
Total YTD income*	**868848**	**675,944**	* includes special one-time
Income as percentage of budget	129%	100%	forgiveable PPP funds
Cash position			
Remaining Unrestricted Carryover Reserve	300377		
Total endowment transfers available/not yet withdrawn	1000	**146,644**	
Combined Total of Unrestricted Operating Carryover and Reserves to draw	**301377**		
Credit Line Cash Availability/not yet withdrawn	100000		
Expenses			
Total YTD expenses	**667909**	**675,882**	
Expenses as percentage of budget	98.82%	100%	
Campaign Income (subtracting 7% allocation to operating)			
Bald & Ragged Mountains	362500	232,500	
% of 2020-21 Needed B&R funds raised	156%	100%	
Mt. Tuck Region of Interest	65188	100000	
Hurds Pond project	-700	0	
Beech Hill Expansion Project	50918	140000	

SBA Payroll Protection Program Loan

Internal Land Protection Project Debts

Remaining Mortgage for Mt. Tuck acquisition	6750
subtotal	**8100**

Investment Performance

Period	*Trillium Account Performance****	*S&P Performance*	*Russell 2000 Small Cap*
Past Month	*3.40%*	*4.40%*	*1.00%*
Past 3 months	*5.70%*	*6.20%*	*12.70%*
YTD	*5.70%*	*6.20%*	*12.70%*
Since Inception	*14.10%*	*15.30%*	*14.30%*

*** Note these performance figures only reflect the equity portion of our Reserves & Endowments assets invested with Trillium

Summary of Reserve Funds	**April 1st, 2020**	**Last Month**	**This Month**	
General Reserves and Endowments	$2,404,624	$3,142,953	$3,216,535	
Total Land Protection Reserves	$1,264,103	$1,411,610	$1,446,086	Cash (w/o pledges)
Total Round the Mountain Funds	$855,649	$647,696	$852,727	Cash (w/o pledges)
Total Land Protection Reserves minus Round the Mountain funds	$408,454	$763,914	$593,359	
Total Stewardship Reserves	$123,943	$61,045	$60,952	Cash***

*** Note that $73700.47 was moved into General Reserves and Endowments

Accrual Basis

Coastal Mountains Land Trust
Monthly Statement of Operations - Short Form
April 2020 through March 2021

	Apr '19 - Mar 20	Apr '20 - Mar 21	Budget 2020 - 21
Ordinary Income/Expense			
Income			
Operating Income			
4000 · Contributions Income	352,040.09	449,831.08	345500
4080 · Capital Campaign Allocations	74,431.61	38,276.25	34300
4100 · Grants	129,500.00	112,500.00	85000
4200 · Event Income & Expenses	0.00	5,635.00	6500
4251 · Beech Hill Farm Income	11,407.05	0.00	0
4310 - Miscellaneous Income	0.00	0.00	0
Total Operating Income	11,587.00	0.00	0
Use of Reserves	578,965.75	606,242.33	**471300**
4900 · Release of Restricted Funds	137,591.08	128,805.62	146644
4910 · Use of Unrest Operating Funds	80,000.00	50,000.00	58000
Total Use of Reserves	217,591.08	178,805.62	**204644**
4960 · PPP Loan Forgiveness	0.00	83,800.00	0
Total Income	796,556.83	868,847.95	**675944**
Expense			
6000 · Advertising	345.19	234.61	450
6142 · Community Engagement Exps.	10,974.38	5,502.49	8000
6150 · Fees	22,786.58	19,397.53	19750
6180 · Insurance	29,810.09	38,429.82	30300
6230 · Property Management Expenses	346.21	0.00	56260
6246 · Newsletter Expenses	65,688.14	45,559.15	9000
6250 · Office Expenses	6,967.40	8,823.45	11500
6256 · Postage and Delivery	13,222.93	16,291.57	4250
6258 · Printing & Publication Exps	3,252.56	4,027.34	9000
6260 · Professional Fees	6,559.87	12,548.74	19750
6297 · Real Estate Taxes	19,122.25	20,534.15	4750
6300 · Repairs & Maintenance	16,496.88	3,195.65	5750
6340 · Telephone & Internet	6,595.12	3,130.45	3000
6350 · Travel & Ent	2,646.48	2,883.48	22500
6400 · Utilities	21,298.92	12,777.67	3500
6560 · Payroll	2,674.22	2,720.77	468122
Total Expense	433,459.01	471,852.39	675882
Net Earnings	**662,246.23**	**667,909.26**	**62**

Total Investment Income* **			
Reserves & Endowments	-160273.75	890300.43	0
Land Acquisition funds	533.35	119304.57	0
Stewardship Funds	-4669.5	12874.56	0

***** Sum of 7800, 7805,7810 and 8800**

Coastal Mountains Land Trust
Capital Additions & Mortgage Payments
As of March 31, 2021

Type	Date	Source Name	Memo	Amount
1340 · Prepaid Land Costs				
Check	05/15/2020	Legacy Appraisal Services, LLC	Stockton Springs Appraisal-Project AP-2-126	2,900.00
Check	12/14/2020	Camden Law LLP	Deposit for Smith Property Purchase	5,000.00
Total 1340 · Prepaid Land Costs				7,900.00
1540 · Furniture & Equipment				
Check	09/02/2020	Justin Electric	1/3 deposit on 2 indoor heat pumps	2,150.00
Check	10/23/2020	Justin Electric	Balance of 2 indoor heat pumps + installation	4,300.00
Total 1540 · Furniture & Equipment				6,450.00
1800 · Conservation Preserves				
1805 · Conservation Preserves-FMV/Cost				
Check	07/09/2020	David Thanhauser	Bormet Property' - Hurds Pond	9,800.00
Total 1805 · Conservation Preserves-FMV/Cost				9,800.00
1810 · CMLT Allowance for Impairment				
Total 1810 · CMLT Allowance for Impairment				
1815 · Preserve Improvements				
Check	05/22/2020	Young's Construction, Inc.	Resurface and grade Fernalds Neck Road and P	12,768.00
Check	06/26/2020	R.F. O'Donnell, Inc.	Trail improvement on Beech Hill	9,925.00
General Journal	10/31/2020	Collins, Courtney	Gate Foote property - donated	2,000.00
Total 1815 · Preserve Improvements				24,693.00
Total 1800 · Conservation Preserves				34,493.00
1850 · Conservation Easements				
1855 · Easements-Basis				
Total 1855 · Easements-Basis				
1860 · CMLT Allowance for Easement				
Total 1860 · CMLT Allowance for Easement				
1865 · Easement Improvements				
Check	04/16/2020	Custom Float Services, Inc.	BR Site Location: Thorndike Brook Dam, Hope S	3,405.00
Check	06/30/2020	OBP Trailworks LLC	RTM Trail Construction	9,926.80
Check	07/02/2020	Stonescape Masonry, Inc.	20% deposit for stone seating at Hope Street an	5,534.40
Check	07/21/2020	OBP Trailworks LLC	RTM Trail Construction	35,270.27
General Journal	08/19/2020	Hammond Lumber Company	RTM-Hope St kiosk	3,309.76
General Journal	08/19/2020	Ruesswick, Wayne	RTM-Hope St kiosk	1,000.00
Check	08/28/2020	Hammond Lumber Company	Invoice #s 3565545-1, 3569625-1, 3574263-1	624.60
Check	09/11/2020	Town of Camden - V	Camden Snow Bowl kiosk	30.00
Check	09/11/2020	Treasurer State of Maine	2020 MCC Mini Team - 4 weeks	10,000.00
Check	09/11/2020	Custom Float Services, Inc.	BR Site Location: Thorndike Brook Dam, Hope S	7,595.00
Check	09/22/2020	OBP Trailworks LLC	RTM Trail Construction	107,073.45
Check	10/01/2020	Hammond Lumber Company	Invoice #s 3605673-1, 3647868-1	79.50
Check	10/01/2020	Chris Packards Excavation, LLC	Hope Street parking lot - RTP Project #1823	4,816.00
General Journal	10/08/2020		In-Kind - Cedar Works - wood donation for kiosk	500.00
Check	10/16/2020	OBP Trailworks LLC	RTM Trail Construction	157,458.66
Check	10/16/2020	OBP Trailworks LLC	In-kind discount on trailwork	5,000.00
Check	10/30/2020	Hammond Lumber Company	Invoice #s 3717448-1, 3725551-1	1,234.85
Check	11/12/2020	OBP Trailworks LLC	RTM Trail Construction	27,766.98
Check	11/12/2020	Bonarrigo Construction, Inc.	Pick up, delivery, and set up of Hope Street Bridg	1,500.00
Check	12/04/2020	Stonescape, Inc.	Mile markers, stone benches, boulder bences	34,362.60
Check	12/23/2020	OBP Trailworks LLC	RTM Trail Construction-RTP Project #1823, LMF	148,448.69
General Journal	12/31/2020	Ruesswick, Wayne	Hope St kiosk (in-kind)	7,865.00
Check	03/19/2021	OBP Trailworks LLC	RTM Trail Construction (10% deposit)	18,471.80
General Journal	03/31/2021		Rev entry to record retainage-easement imp proj	(10,598.74)
Total 1865 · Easement Improvements				580,674.62
Total 1850 · Conservation Easements				580,674.62
2410 · Norcross Note Payable-0 int				
Check	10/26/2020	The Norcross Wildlife Foundation, Inc.	Repayment of Land Loan 19-07	150,000.00
Total 2410 · Norcross Note Payable-0 int				150,000.00
2512 · Mortgage Payable-Trumbull				
Check	04/01/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	05/05/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	06/01/2020	Linda Trumbull	Mt. Tuck	1,350.00

Coastal Mountains Land Trust
Capital Additions & Mortgage Payments
As of March 31, 2021

Type	Date	Source Name	Memo	Amount
Check	07/01/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	08/05/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	09/02/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	10/01/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	11/06/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	12/04/2020	Linda Trumbull	Mt. Tuck	1,350.00
Check	01/11/2021	Linda Trumbull	Mt. Tuck	1,350.00
Check	02/04/2021	Linda Trumbull	Mt. Tuck	1,350.00
Check	03/01/2021	Linda Trumbull	Mt. Tuck	1,350.00
Total 2512 · Mortgage Payable-Trumbull				16,200.00
TOTAL				**795,717.62**

Coastal Mountains Land Trust
Restricted Funds and Grants Report

	Balance as of	Activity April 2020-March 2021 ----------						Fund	Less		Cash
	March 31, 2020	Contributions	Grants	Inv Income	Release of	Capital	Interfund	Balance as of	Outstanding	Cash	Fund Balance
		(Excl in-kind)		& Appreciation	Funds	Purchases	Transfer	Mar 31, 2021	Pledges	Advance	Mar 31, 2021
				(Net of Fees)	or Withdrawal		(& surplus fund transfers)				
RESERVES & ENDOWMENTS											
Permanently Restricted Funds (PRFs): Managed for long-term protection:											
Land Trust Endowment PRF - Corpus $47,738.60	47,738.60	5,000.00		18,854.59	(2,367.00)	0.00	0.00	69,226.19			69,226.19
McLellan Poor Preserve Endowment PRF-Corpus $22k	25,210.43	0.00		9,524.25	(1,404.00)	0.00	0.00	33,330.68			33,330.68
Fernalds Neck Preserve Endowment PRF-Corpus $550k	550,000.00	0.00		204,460.46	(28,221.00)	(12,768.00)	0.00	713,471.46			713,471.46
Temporarily Restricted Funds (TRFs): Managed per restrictions:											
Land Trust Stewardship Reserve TRF-Contributions total-$334,819.38)	334,819.38	0.00		0.00	(10,000.00)	0.00	12,500.00	337,319.38			337,319.38
Conservation Lands Defense TRF-Contributions total-$224,896.28	224,896.28	0.00		0.00	0.00	0.00	4,500.00	229,396.28			229,396.28
Beech Hill Preserve TRF-Contributions total $280,000	281,755.10	0.00		0.00	0.00	0.00	(1,755.10)	280,000.00			280,000.00
Pendleton TRF - Goal $50,000	0.00						50,378.72	50,378.72			50,378.72
Howe Hill Farm TRF - Goal $75,000	46,037.86	3,421.90		0.00	0.00	0.00	0.00	49,459.76			49,459.76
Board Designated Funds (BDFs): Managed for growth of BDFs											
Land Trust Operating Reserve BDF	201,969.06	0.00		75,324.09	(11,013.00)	0.00	0.00	266,280.15			266,280.15
Bald & Ragged BDF - Baseline total $200,000	200,000.00	0.00		70,309.45	0.00	0.00	(55,000.00)	215,309.45			215,309.45
Land Trust Stewardship Reserve BDF - income from line above	163,417.52	0.00		183,576.58	(21,046.00)	0.00	0.00	325,948.10			325,948.10
Beech Hill Preserve BDF - income from line above	0.00	0.00		106,450.31	(15,642.00)	0.00	1,755.10	92,563.41			92,563.41
Conservation Lands Defense BDF	147,064.03	0.00		140,691.60	(20,201.00)	0.00	0.00	267,554.63			267,554.63
Pendleton BDF	0.00	150.00		15,810.15	0.00	0.00	23,321.75	39,281.90			39,281.90
Howe Hill Farm BDF	0.00	0.00		17,708.28	0.00	0.00	0.00	17,708.28			17,708.28
Unrestricted Invested Funds: Surplus operating funds managed for growth											
Surplus Operating Funds-Short Term Investment	181,715.69	0.00		47,590.67	(50,000.00)	0.00	50,000.00	229,306.36			229,306.36
TOTAL Reserves & Endowments Investment Account	**2,404,623.95**	**8,571.90**	**0.00**	**890,300.43**	**-159,894.00**	**-12,768.00**	**85,700.47**	**3,216,534.75**	**0.00**	**0.00**	**3,216,534.75**
ACQUISITION FUNDS											
Fund managed with unpredictable, near-term use of corpus:											
Fernalds Neck Acquisition Reserve TRF	322,225.66			87,729.83				409,955.49			409,955.49
Funds managed with frequent, unpredictable income and expense:											
Ducktrap River Watershed TRF	4,650.21				(3,297.71)			1,352.50			1,352.50
Bald & Ragged Mountains TRF (Land Acq)	385,782.37	311,763.16	130,000.00		(4,806.76)		-33,345.74	789,393.03	(56,333.32)		733,059.71
Bald & Ragged Mountains TRF (Trails)	469,866.45				(212.33)	(502,999.86)	33,345.74	0.00			0.00
Bald & Ragged Mountains BDF					(332.69)	(60,000.00)	140,000.00	79,667.31			79,667.31
Beech Hill Expansion TRF	-63,871.22	50,917.50					26,906.97	13,953.25	(5,000.00)		8,953.25
Beech Hill Expansion BDF							8,093.03	8,093.03			8,093.03
Morgan / Hurds Pond TRF (Morgan donation balance)	98,666.42	-700.00						97,966.42			97,966.42
Meadow Brook/Hurds Pond TRF (D. Thanhauser donations balance	46,668.46				(3,484.88)	(9,800.00)	(17,000.00)	16,383.58	0.00		16,383.58
Mt. Tuck Region of Interest TRF	-34,399.59	65,188.35			(772.29)	(7,900.00)		22,116.47		6,750.00	28,866.47
Mt. Tuck Region of Interest BDF							30,000.00	30,000.00			30,000.00
General Acquisitions BDF	34,514.46			31,574.74	(4,300.96)		(30,000.00)	31,788.24			31,788.24
TOTAL Acquisition Funds	**1,264,103.22**	**427,169.01**	**130,000.00**	**119,304.57**	**-17,207.62**	**-580,699.86**	**158,000.00**	**1,500,669.32**	**-61,333.32**	**6,750.00**	**1,446,086.00**
STEWARDSHIP FUNDS											
Funds managed to expend corpus as soon as possible:											
Beech Hill Preserve 100th Anniversary Capital Campaign TRF	27,761.03					(9,925.00)		17,836.03			17,836.03
Mount Percival Preserve Stewardship TRF	12,695.00							12,695.00			12,695.00
Long Cove Hdwaters/Main Stream Prsvs (CMP) Stewardship TRF	7,995.19				(1,454.00)			6,541.19			6,541.19
Pendleton Stewardship TRF	50,378.72						(50,378.72)	0.00			0.00
Pendleton Stewardship BDF	23,321.75						(23,321.75)	0.00			0.00
RunBelfast	975.32	-535.72						439.60			439.60
General Stewardship BDF	815.74			12,874.28	(250.00)		10,000.00	23,440.02			23,440.02
TOTAL Stewardship Funds	**123,942.75**	**-535.72**	**0.00**	**12,874.28**	**-1,704.00**	**-9,925.00**	**-63,700.47**	**60,951.84**	**0.00**	**0.00**	**60,951.84**
PROOF	**3,792,669.92**	**435,205.19**	**130,000.00**	**1,022,479.28**	**(178,805.62)**	**(603,392.86)**	**180,000.00**	**4,778,155.91**	**(61,333.32)**	**6,750.00**	**4,723,572.59**

Coastal Mountains Land Trust
Land Protection Committee Minutes
April 14, 2021

Members Present: (to a video conference meeting due to the coronavirus pandemic) Heather Rogers (chair), Ian Stewart, Roger Rittmaster, Scott Hoyt, Ryan Gates, Margo Davis, Lys Pike, David Noble, Jack Shaida, David Thanhauser, Judy Wallingford, Ryan O'Neill
Members Absent: Malcolm White, Sadie Lloyd Mudge, Courtney Collins, Jim Krosschell

Review of LP policy re-write: information to landowners The Committee reviewed edits to the existing Land Protection Policies, which will be forwarded tot he Board for approval. The edits update the description of Conservation Planning and expanded on the details of communication with landowners.

Active Projects

Camden, Rockport, Lincolnville & Hope Area

Town of Lincolnville Property swap, Lincolnville

- The town's attorney has reviewed all of the documents including survey, title work, and the conservation easement amendment, and provided feedback, including a draft deed of the Ducktrap parcel the town will transfer to the Land Trust. Our attorneys have reviewed everything and the ball is in the town's court again.
- The Committee reviewed the proposed Conservation Easement amendment and made a recommendation to the Board to approve the amendment, giving Staff the authority to revise minor edits in Paragraphs 1 and 7.

Slab City Conservation Co. LLC, Lincolnville

- Three families own this ca. 58 acre parcel that abuts the Land Trust's Crawford Tract of the Ducktrap River Preserve. Two families are interested and ready to donate their share to the Land Trust now. One family is considering donating a life estate on their portion to retain the right to build and maintain trails and public access. One of the families is Landis Gabel, a Land Trust Board member, and his wife Dominique.
- The Committee will schedule a site visit to the property via email.

Bald & Ragged Mountains Focus Area

Bresnahan Property, Camden and Rockport

- The swap of land between the Bresnahans and their neighbor to secure access to the property via Wiley Road happened in late March, and the project closed Tuesday morning!

Belfast, Belmont, Northport, Swanville Area

Stephenson/ Four Seasons Rec Area Connector trail – 23 Waterville Rd.

- Heather met with the landowner on the property to talk about a potential trail location.
- Jack is going to provide options for a trail easement and donation of fee title to a small section of land around a trail.

Conard/Randall Property, Northport

- This project is scheduled to close on April 29th.
- We have drafted a pledge agreement to outline the donation of land and funding to cover the cost of survey and future stewardship.
- The Committee made a recommendation to the Board to accept this donation.

Welsh Property, Swanville

- This landowner owns about 150 acres on Toddy Pond and is interested in donating land to the Land Trust.

<u>Searsport, Stockton Springs, Prospect</u>

Babb Property, Searsport

- The Purchase and Sale Agreement has been signed, closing by July 1.
- The landowners decided on a final location of the division line between their retained land and what they are selling to the Land Trust, and the survey is underway.

Haas and Smith Properties

- The Haas ownership group is working through the probate court right now. We are set to close within two weeks of that process finishing.
- We are currently talking with Beth Smith about communicating with HRS Wildlife, regarding the Blanchard Lane access.

<u>Waldo, Morrill, Knox & Brooks Area</u>

Wagner/Bloomstein/Smith, Knox

- Three landowners encompass a 100-acre wetland that borders the Bessey land (and Passagassawakeag Headwaters Focus Area) and is a connection to the Frye Mountain Wildlife Management Area. One of the landowners, Kyle Bloomstein, (75 acre parcel and the bulk of the wetland) is planning to sell their land for $100,000. The abutting landowners will donate a portion of their land to conserve the entire wetland. A substitution for the NAWCA grant ($100,000) to move that money to this project is feasible.
- The Committee visited this property on April 12th.
- The Committee made a recommendation to the Board to enter into a purchase agreement with Bloomstein, contingent on funding and appraisal.

Agnew, Knox

- This landowner has reached out to the Land Trust a couple of times over the past 15 years to express interest in conserving her land, ideally through a sale to the Land Trust. The availability of funding has hampered our ability to move forward. The ca. 100-acre parcel contains a large wetland and abuts the Bessey holdings, and the Passagassawakeag Headwaters Focus Area. It is in close proximity to the Bloomstein parcel but does not abut it.
- This year there is a lot of money available through the Maine Natural Resource Conservation Program (MNRCP) wetland mitigation program. We would like to apply to see if we can fund this project through this funding source.

Projects with potential or possible perceived conflicts of interest with Committee Members

Active Land Protection Projects, No Updates

Beck Property, Belfast
Eurovia Properties, Belfast
Grove Property, Searsport
Griffin, Camden
Hope Orchards, Hope
Elder, Northport
Little River-Lower Reservoir Parcels, Northport & Belfast
Stevens Life Estate Additions, Searsport
Bowden Point Subdivision, Prospect
Perkins Property, Lincolnville
MacManus/Filmeridis Property, Camden
Sherman's Point Realty Trust, Camden
Little River Restoration Project

Coastal Mountains Land Trust

Stewardship Committee Updates

Meeting April 6th, 2021 at 1:15PM on Zoom

Updates March-April

Organization:

- We are hiring a Development and Communications coordinator who will take over much of the development work at the Land Trust. We just finished interviews with some promising candidates and hope to make sometime this month. Waldo County:
- We hired our summer interns last month. Dillon Mulhern will be our Pendleton intern, working in Waldo County and Anthony Romano will be the MCHT intern working in Knox County.
- We acquired a new easement, the Sturrup Shelley CE in Belmont last month. It protects 89 acres on the headwaters of the Ducktrap River on Tilden Pond.
- We aquired the Bresnahan property on Ragged Mountain this morning. This project has been in the works for years but was held up due to some legal issues. The property has many mountain biking trails on it that are managed by MCNEMBA. Ryans are working with MCNEMBA to make a management plan for these trails and improve the area. Rick B has made a substantial donation to the stewardship funding but asked that MCNEMBA, SIDECOUNTRY and COASTAL MOUNTAINS cover the remaining balance.

Round the Mountain Trail

- The trail was closed for two weeks to allow for it to dry out during mud season. It was reopened on Friday 4/9. Overall, it held up well. Ryan O and the southern work crew fixed most problem areas, raking bumpy spots and clearing water bars. 95% of the trail looks good. The remaining 5% are small problem areas that won't be damaged further by use and will be fixed by Jed this summer both under warranty and cost + .
- Still on the hunt for the perfect mini truck but Alvin Chase of Eastern Tire has offered the gift of a mini truck that doesn't dump. Ryan G and he have been in communication on what that would look like. Alvin is also the Board Chair at Georges River Land Trust.

Waldo County

- Things continue to be quite in Waldo county. The northern work crew Is still working on boundaries.
- Jack has had good recruitment of new preserve stewards this month.
- A neighbor of the Ducktrap recently did some logging next to the Hopson Tract of the Preserves. They rutted out the road on a right of way over the Hopson Tract and are working with State forest rangers to resolve that and other issues. There is no erosion to the river and no damage to the preserve aside from the surface of the right of way. This was done by two young men due to lack of experience. We don't anticipate this being a continuing issue.

Knox County

- We are signing a contract with Erin Amadon to build the Beech Hill Extension Trail. She will do the project in the month of June. Ryan O will be managing the build.
- RTM is back open, and people are excited. Both work crews were out there raking and doing a bunch of hand work. Trail over wintered quite well. Gravel surfacing is really in decent shape and there was minimal movement.
- Brown Tail Moth

Agenda.

1. Annual Plan Review: review the annual plan and come prepared for specific questions or comments. Think about any projects that you as a committee member would like to take part in.

COASTAL MOUNTAINS
LAND TRUST

Agenda for Board Advancement Committee Wednesday April 21, 2021

This entire meeting will be dedicated to working on the Candidate Matrix and discussing what our highest priority criteria are for new members, who we would like to approach, and board leadership succession in September.

Given that we have two members leaving in September and five more over the next two to three years, we need to focus our efforts in this area for now.

1. Discuss current board composition and what highest priorities are for immediate board recruitment. Decide on top three or four criteria we would like use to recruit new board members (i.e. demographics, diversity, skills and knowledge, desire to serve Land Trust). (Ian will circulate his list of what he thinks are the top characteristics/qualifications that we are seeking prior to meeting)

2. Review Candidate list (see Ian's updated list as of 4/14/21)

3. Brainstorm additional names for the list – Committee members should bring additional names

4. Order list by "readiness" and degree to which candidates meet criteria.

5. Delegate outreach to potential candidates

6. Discuss Leadership Succession planning in preparation for September Annual meeting.

COASTAL MOUNTAINS
LAND TRUST

Executive Committee
April 13, 2021
MINUTES

Attendance: Judy Wallingford (President), E. Daniel Johnson(Vice President), Malcolm White (Treasurer), Darby Urey (Secretary), Roger Rittmaster, and Ian Stewart, Executive Director

Organizational

1. **Organizational**
   - Board Advancement – we have 5 board members who will term out in 2023 and 3 more in 2024 so Dan thinks we need to add a couple extra board members in the near term to get ahead of this.
   - Leadership transition – Judy to Dan (VP – Gianne?) Discussions of transitions for other executive positions ensued.

2. **Ad Hoc Work Teams**
   - DEI update- committee members have signed up for a workshop at the Hutchinson Center in May.
   - Public Issues/Advocacy update; recommendation is that before advocating on any issue, the subject organization will need to satisfy staff and board members that whatever advocacy being requested will fullfill our mission statement and conform to our policies in regards to advocacy generally. This will be in the board packet.

3. **Staffing / HR**
   - Reference calls for Kathy Young
   - Status of hiring for Development & Communications Coordinator. Three good candidates at this time, Ian will be making calls to references.
   - Updating of Personnel Handbook, Judy taking the lead on this with focus on our organization being competitve and inclusive.

4. **Development**
   - Invitation to apply for up to $50,000 from anonymous family foundation

5. **Finance**
   - Annual Audit scheduled May 3rd – 5th

6. **Land Protection**
   - Bresnahan donation complete
   - **Board Agenda Item**: Approve revised Land Protection policies
   - **Board Agenda Item**: Conard-Randall donation
   - **Board Agenda Item**: Amendment of Penobscot Park CE with Town of Lincolnville
   - **Board Agenda Item**: Bloomquist project, Knox; could qualify for NAWCA grant. Borders Bessie parcel (across 137); hope is to move before prospective buyer moves on it.
   - Beech Hill extension bid has come in around $20,000 higher than budgeted. Ian recommends raising a portion and finding remainder in Beech Hill funds.

7. **Building Committee**
   - Status of deck / soil cores / foundation work
   - Meg Barclay office plan drafting
   - Budget projection - $300/foot - $300,000 – this is a generous sq.ft. cost; hope is to be more competitive

- Terms for construction loan – Malcolm will research.
- Discussion of building timeline – hope to have it enclosed by next winter.