



Board of Directors Meeting

4pm, February 23, 2020

AGENDA

- A. **What's Coastal Mountains Land Trust got going on right now?** (see pg. 4)
- B. **Board Update:** First Light Learning Journey – Heather Rogers & Roy Call (see pg. 5)
- a. Letters of support for bills support Wabanaki roles on natural resource advisory boards
- C. **Board Learning Session:** Land Trust Finances 101 – Malcolm White (see pg. 6)
- D. **Land Trust History:** Conservation Easements 101
- E. **Action Items:**
1. **Proposed Board Motion:** To approve minutes from the December 22, 2020 monthly meeting of the Board, (see pg. 7)
2. **Status Report on Capital Campaign Fundraising,** (see pg. 12)
3. **Proposed Board Motion:** To approve the allocation of \$15,000 in funds accrued in the Bald & Ragged Mountains BDF to the Round the Mountain Campaign cost (see Restricted Funds & Grants report)
4. **Proposed Board Motion:** To approve the allocation of \$25,000 in funds accrued in the Beech Hill Preserve BDF to cover the stewardship costs of the Beech Hill Expansion project (see Restricted Funds & Grants report)
- Note: Funds will remain in the Beech Hill Preserve BDF to support future stewardship of the Preserve.
5. **Proposed Board Motion:** To approve the allocation of \$285,000 from the General Operating Surplus for the following purposes (see Dashboard for summary of current operating surplus)
- Up to \$ 65,000 for the Round the Mountain Campaign,
- Up to \$ 10,000 for the Mt. Tuck Campaign,
- Up to \$ 10,000 for the Babb project,
- Up to \$ 50,000 for a Land Trust building fund,
- Up to \$120,000 for carryforward for Land Trust staffing,
- Up to \$ 25,000 for the acquisition of a Land Trust truck to assist with stewardship and community engagement operations, and
- Up to \$ 5,000 for the purposes of investing in marketing efforts such as a new website, trail guide, etc.
6. **Proposed Board Motion:** Sturup / Shelley Conservation Easement, (see pg. 13)
- The Board of Directors hereby approves accepting donation of a ca. 90.8- acre Conservation Easement on property owned by Albert B. Sturup III and Kim L. Shelley, located off Dickey Mill Road in the

Town of Belmont, and 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, 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.

7. Proposed Board Motion: Decl. of Trust – Sucker Brook Tract, Meadow Brook Preserve. (*see pg. 42*)

The Board of Directors hereby approves granting a Declaration of Charitable Trust on the Sucker Brook Tract, Meadow Brook Preserve located in the Town of Swanville, the deed to which is at Book 4516, Page 251 in the Knox County Registry of Deeds, for the purpose of assuring permanent conservation of this property, and authorizes the President, or in her absence another officer of the Board of Directors, to execute this Declaration of Charitable Trust.

8. Proposed Board Motion: Decl. of Trust – Bormet Tract, Meadow Brook Preserve (*see pg. 45*)

The Board of Directors hereby approves granting a Declaration of Charitable Trust on the Bormet Tract of the Meadow Brook Preserve located in the Town of Swanville, the deed to which is at Book 4516, Page 254 in the Waldo County Registry of Deeds, for the purpose of assuring permanent conservation of this property, and authorizes the President, or in her absence another officer of the Board of Directors, to execute this Declaration of Charitable Trust.

H. Reports

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

- a. 2021-22 Annual Planning
 - i. Restructuring Staffing Update
 - ii. Annual Plans / Budget process
 - iii. Building Committee updates
- b. Conservation Easement Violation Summary: Ducktrap Conference Center
- c. 12 Rivers – Recommendation to join multi-Land Trust planning process
- d. Land Protection Updates – Paul farm, Hurds Pond & Knox projects

2. Major Gifts Committee (*minutes, pg. 48*)

3. Membership & Marketing Committee (*no meeting*)

4. Finance and Investment Committee (*minutes, pg. 49*)

5. Land Protection Committee (*minutes, pg. 55*)

6. Stewardship Committee (*minutes, pg. 57*)

7. Building Committee (*meeting 2/22, no minutes yet*)

8. Board Advancement Committee (*minutes, pg. 61*)

- a. Draft Board Meeting Assessment form included

9. Executive Committee (*minutes, pg. 62*)

I. Executive Session: Executive Director Review (materials sent by email by Board chair)

March Committees / Board Meetings:

Tues., March 3 rd	2:30pm Special Finance Committee Meeting re: Budget
Friday, March 5 th	12 noon: Membership & Marketing Committee
Tues., March 9 th	1:15pm Stewardship Committee 4:00pm Executive Committee
Weds., March 10 th	2pm Major Gifts Committee 3:30pm Land Protection Committee
Weds, March 17 th	1:00pm Finance Committee 2:30pm Board Advancement Committee
Thurs., March 18 th	Noon: Membership and Marketing Committee
Tuesday, March 23 rd	4pm Board Meeting
To Be Determined	Building Committee



What's Going On at the Land Trust Now?

February 2021

Drafted by Polly Jones, Office Manager

Stewardship

- Work crew has been clearing boundaries on McLellan-Poor, Ducktrap, and Main Stream this winter.
- We helped Jim Babb clear the trail on the property in Searsport we are set to purchase.
- Volunteer Phil Gaudet is working on weather/tamperproof enclosures for our new trail counters. Hoping to deploy them early April.
- Have finished mowing Beech Hill Blueberry fields 1,2 and free pick 2. This allows field 3 to carry over berry growth from last year to keep visitors picking on top of the hill for this summer's community free pick.
- Have posted new signage for the Nordic Ski Loop on Ragged Mountain (thanks to volunteer Hans Bengtsson).
- Are in the early phases of organizing the Beech Hill Extension Trail build. Will be meeting with Erin Amadon (Town 4 Trail Services, LLC), in the coming weeks for a quote.

Development

- Annual Appeal donations continue to trickle in.
- Staff working on Spring Newsletter.

Community Engagement

- The Coastal Mountains Nature Program that we co-host with the Camden Public Library via Zoom are proving to be very popular. Last week's talk on offshore wind energy and migratory birds had 81 people sign on. The next talk is on Tuesday, March 8 with writer, biologist and explorer, Bryan Pfeiffer, presenting on insects. Pre-registration is required to receive the Zoom link. Email Julia at the library: jpierce@librarycamden.org

Land Protection

- We have cleared the last legal hurdle to close on the Haas property on Mt. Tuck. We expect a mid-March closing.
- We plan to close on the Sturup and Shelley Conservation Easement, located at the headwaters of the Ducktrap River in Belmont, sometime in early March.
- Heather is a representative of Coastal Mountains Land Trust, a stakeholder, in the Megunticook River Restoration public meeting series, which should begin soon.

Natural Phenomenon

- Ponds and lakes are frozen solid.
- Photo from Bald Mountain (Ryan Gates)



Excerpt from First Light partner regarding request for support for proposed Bills

Dear First Light Learning Journey colleagues,

I want to draw your attention to two bills recently assigned to committee which represent an opportunity for us to take action on what we have learned in our journey together.

Rep. Rena Newell, the Passamaquoddy Tribal Representative, has submitted two bills that make a lot of sense to me. They are:

"An Act To Establish a Permanent Appointment of a Member of the Wabanaki Tribes to the Marine Resources Advisory Council" (H.P. 240) (L.D.

342) Bill text: <http://www.mainelegislature.org/legis/bills/getPDF.asp?paper=HP0240&item=1&snum=130>

Read about the council: <http://legislature.maine.gov/statutes/12/title12sec6024.html>

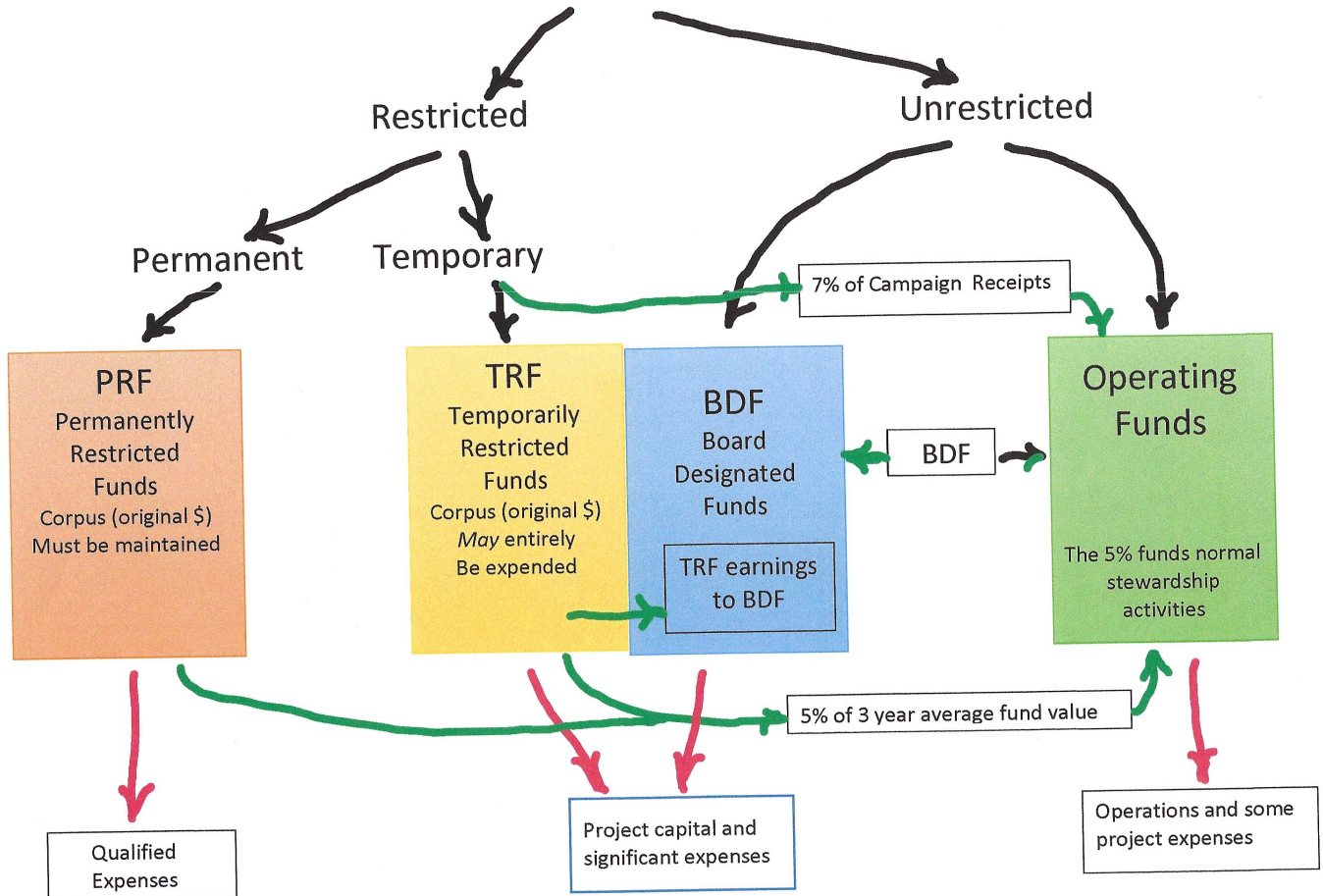
"An Act To Establish a Permanent Appointment of a Member of the Wabanaki Tribes to the Inland Fisheries and Wildlife Advisory Council" (H.P. 259) (L.D.

361) Bill text: <http://www.mainelegislature.org/legis/bills/getPDF.asp?paper=HP0259&item=1&snum=130>

Read about the council at <http://bit.ly/3jsBqGx>

As their names suggest, the two advisory councils have input into the policies, laws and operations of the departments with responsibility for managing Maine's fish and wildlife. Each council creates representation from every county. Each bill simply proposes to increase the size of the advisory council by one member, a Wabanaki representative named by the Governor in consultation with the tribal governments. Representation will rotate among the tribes.

Contributions/Grants



Minutes
Coastal Mountains Land Trust
Board of Directors Meeting
December 22, 2020

Board members present: Wallingford, President; Call, Collins, Conard, Gabel, Johnson, McLaughlin Pike, Moore, Noble, Rittmaster, Ruffin, Thanhauser, Urey, White, Wolfe
Staff present: Gates, O'Neill, Shaida, Stewart, Stratton, Young

The virtual meeting came to order at 4:00 p.m., preceded by a holiday party for Board members and staff. A quorum was present throughout.

Stewardship Project Manager Jackie Stratton is leaving the Land Trust, after seven years here. Dec. 30 is her last day. We are grateful for all she has done for the Land Trust, and wish her well in her future endeavors. Stewart is having lunch with her tomorrow.

Emily McDevitt is excited about being invited to join the Board next year.

A. What's Going On at the Land Trust Now?

There is an alternative high school program at Camden Hills High School, operating out of the bus barn behind the old high school building. They try to get the students outdoors more than in the regular program.

The Land Trust has 93 new members, of which 19 represent gift memberships; five are paid memberships as a gift from a child to a parent or vice versa. The first part of the Round the Mountain Trail is open.

B. Board Learning Session: Brief Overview of Land Trust Partner Organizations

The Land Trust is interested in partnering with other local conservation groups. We ask them what we can do to further their missions.

Trout Unlimited has a restoration project on the St. George River and one on Coleman Pond in Lincolnville.

Ducks Unlimited has an active chapter in Knox County. Johnson read their mission statement. Accountant David Williams, a former Land Trust Board member, is a former head of the local group.

C. Board Update: Update on First Light Learning Track – Roy Call

On Dec. 10 there was a three-hour virtual presentation by Corey Hilton, a young lawyer and Passamaquoddy tribe member. Maine has a long history of ignoring claims by Native American tribes. Currently there is a dispute about Native American fishing rights in the Penobscot River near Indian Island. Call offered to send Board members a link to an excellent primer about this.

D. Board Focus on Development: Open Sharing of Success Stories and Thank Yous

Wallingford said that thank-you calls from Board members are very helpful and valuable. She encouraged all Board members to make calls on request from Kathy Young. Contacts can also be made via email.

Recent land acquisitions in the Ragged Mountain area include land of Bob and Judy Oxtan (bargain sale) and Herb and Grace Annis (donation).

New members include eight-year-old Seamus Kelly, who wants to protect land in order to provide habitat for wild animals; and the Tierney Family, where an adult son donated a gift membership for his parents, who live out-of-state.

New business members include Stone Soup Books in Camden, run by Paul and Agnes Joy, and Rankins's Hardware. Frank Rankin has been a member since 2002. The firm gives the Land Trust contractor pricing on purchases.

E. Land Trust History

Simonton Quarry Preserve, Rockport

Stewart projected a beautiful photo of Simonton Quarry. The 25.66-acre preserve was donated to the Land Trust in 2014 by The Nature Conservancy (19.45 ac.) and Maine Farmland Trust (adjacent 6.21 ac.) A railroad track once transported stone from the quarry to Rockport harbor for shipment. Albert Chatfield, owner of Aldermere Farm in Rockport, proposed to his wife at Simonton Quarry, and later donated the property to TNC. He donated the Belted Galloway farm on Russell Avenue in Rockport to Maine Coast Heritage Trust in his will. MCHT still runs the farm as a cattle operation, and holds occasional open houses for members of the public.

Womer Conservation Easement, Rockport

The Womer conservation easement in West Rockport is 18.2 acres, donated in 1992 by Martin and Karin Womer. Marty is a former staff member at the Land Trust. There is no public access to the Womer easement property, but the Land Trust has a trail on the adjacent Sides Preserve.

F. Action Items

1. Vote to Approve Minutes of November 24, 2020, Board of Directors Meeting as Revised with Two Changes on p. 3

On p. 1, A. What's Going on at the Land Trust Now, Rittmaster said that there still is no fencing and no cautionary signs to protect the very fragile lichens ("rock foam") growing on both sides of the trail about 1.25 miles from the Hope St. entrance. He urged that something be done right away to protect these lichens, as he suggested at the Nov. 24 meeting. (This is not a correction to the minutes, just a reminder of something that needs to be addressed.)

On p. 3 Item 3 Vote to Approve Purchase of a Portion of the Babb Property, Searsport: In the first paragraph, the fourth sentence should read, "Access to the Babb property is over a 25' right-of-way that leads to the schools." (rather than "deeded to the schools").

On p. 3 under G. Reports, 1. Priorities We're Working On, Building Updates, the second sentence should start "Stewart, Gates and White have met..." (not "Stewart, Shaida and White"...)

With these changes, on motion of Johnson/Noble, Board members voted unanimously to accept the November 24 minutes as amended.

2. Approval of Proposed Board Policy Revisions: Change to Policy #5 Composition of and Election of the Board of Directors (p. 10 in Board packets for today's meeting)

The new text for policy #5 shown in red on p. 10 in Board packets for today's meeting reads:

5.3 Nomination of Board Officers

The Executive Committee nominates for Board consideration a slate of Officers, including President, Vice President, Treasurer and Secretary each year at the first Board meeting following the Annual Meeting at which Board members are elected by the membership. It is the task of the chairperson of the Board Advancement Committee (the Vice President of the Board) to facilitate the recruitment of new Board members for leadership roles on the Board. Should an officer unexpectedly retire from her/his position, the Executive Committee may nominate for Board consideration and approval a candidate to fill that vacancy and serve as a fully vested Board officer until the Board meeting following the next Annual Meeting of the Corporation.

VOTE: On motion of Johnson/Call, Board members voted unanimously to approve the above revision to the text of Board Policy 5, as contained in Board packets for today's meeting.

G. Reports

1. Priorities We're Working On

a) Maine Climate Action Plan

Protect 30% of total acres of land in Maine by 2030.

Protect natural and working lands and waters (Strategy E).

See Maine Climate Council: "A Four-Year Plan for Climate Action".

There are two local solar projects planned in Rockport, one of which is located near Mace's Pond, next to the Womer conservation easement property. One of the projects was approved by the Rockport Planning Board on June 25, 2020. McLaughlin Pike talked about community solar farms. Individual users can get a reduction in their electric power bills by investing in local community solar farms.

b) Paycheck Protection Program - Discussion

Stewart asked the Board whether the Land Trust should apply for Round #2 of the Paycheck Protection Program (PPP). We applied for the first round. Two Board members said Yes. Rittmaster said that he could argue either side of the question. He thinks Stewart should do whatever he thinks is in the best interest of the Land Trust. Johnson opposed applying, on grounds that the Land Trust does not need the PPP; there are a lot of other groups that need it a lot more than we do. Gabel said he is not sure that we satisfy the condition of having experienced a decline in revenue of 25% in one of the four quarters of 2020 vs. 2019. Call said we have had a very good year for fundraising. The Round the Mountain Trail is getting a lot of support. Call is concerned about the optics of applying for PPP. Might we lose some donors by applying? Young said she thinks most people would understand that we are just trying to be protective of our resources. Another Board member suggested that we apply for the loan. If we get it, we can pay it back unless we suffer a downturn. Three others agreed. Johnson said again that he does not think we should apply. No decision was made at today's meeting.

c) Annual Planning

Wallingford said that she and Johnson are working on officer job descriptions, to make sure that they are clear and current. Re-do staff job descriptions.

Ryan O'Neill accepted a full-time position at the Land Trust yesterday.

Communications and outreach: We should be clear about who is responsible for the web site and trail guides.

Newsletter: What are the stories we want to tell? What good stories are we neglecting? There is a large time gap between when the fall newsletter comes out and the spring newsletter. Aim to get the "spring" newsletter out in mid-January?

Partners' Party 2021: Suggestions for speaker included Corey Hilton, the Passamaquoddy lawyer from First Light (See Item C., p. 1 of these minutes) and Hannah Pingree.

Board members who have other input about 2021 should contact Stewart.

d) Land Projects: Babb, Smith/Mt.Tuck, Sturup

The Babbs have signed a purchase and sale agreement.

The Smiths have signed a purchase and sale agreement on Mt. Tuck.

Burt Sturup was one of the original founders of the Belfast-Northport Land Trust. His land at the Ducktrap will be on the agenda for the next Board meeting.

2. Status of Capital Fundraising Needs

Round the Mountain	\$157,000
Beech Hill	65,000 (We are close to having entirely paid for the land.)
Mt. Tuck	94,000 (Needed to finish all three properties, not just the first one. We need five acres of the Mathews property to complete the trail.)
	<hr/>
	\$316,000

Stewart suggested waiting until January to make a decision on how to proceed. See if we get a \$120,000 Recreational Trails grant in January. We could apply for a \$25,000 grant for Mt. Tuck in January. Money will continue to come in. A lot of people become members in the last month of the year.

3. Building Updates

- 1) The heat pumps are in.
- 2) We got an estimate of \$15,000 for roof replacement; this is on the high side.
- 3) Foundation: either a new slab, using a local contractor, or 20 tubular piers connected to the existing foundation; estimate \$21,000.
- 4) Staff expansion: How many new staff members will be added, and, when? How much space will we need for the next year? the next three years?

Does the Building Committee want to meet in January? Call said Yes; he will contact Stewart. Call said we should be in a position to do work next summer on the roof and foundation. We should make a decision about the roof in January. White has the name of another roofer we can consult.

Stewart is taking next week off (Dec. 28 - Jan. 1).

4. Major Gifts Committee

A summary of grant support will be available for the next meeting.

5. Membership and Marketing Committee – (see minutes, p. 12 in Board packets for today's meeting)

6. Finance & Investment Committee – (see minutes, p. 17 in Board packets for today's meeting)

7. Land Protection Committee – (see minutes, p. 23 in Board packets for today's meeting)

The Perkins family is hesitating about a commitment. They feel their style of ownership doesn't fit with our modus operandi. They don't want to have to do land use planning and monitoring, want to be more informal.

8. Stewardship Committee – (see minutes, p. 25 in Board packets for today's meeting)

9. Building Committee – (no meeting; see update on p. 29 in Board packets)

10. Board Advancement Committee – (see minutes, p. 31 in Board packets)

Before the February Board meeting, Board members will be given a survey sheet to fill out and return to Johnson after the meeting. We need another Board member on the Board Advancement Committee.

11. Executive Committee – no minutes

Rittmaster is the at-large member of the Executive Committee.

There were no questions or comments from Board members about any of the committee meetings or the financial report sheets.

The next regularly-scheduled Board meeting will be on Tuesday, February 23 at 4:00 p.m. There is no regularly-scheduled Board meeting in January.

The regular Board of Directors meeting was adjourned at 5:37 p.m., followed by an executive session.

Respectfully submitted,

Susan S. R. Alexander
Recording Secretary

2020 transfers -->	40K + 20k = 60k	25k + 10K	20k						
2020-21	Allocation Plan for Funds								
	Round the Mountain	Beech Hill Expansion	Mt. Tuck	Babb	Building Fund	Staff Fund	Equipment Truck	Marketing	
To Raise		166010.46	305267						
Raised		118210	207373						
Remaining	382032	47800.46	97894						
Acquisition	135500	0	38000	5000					
Stewardship	246532	42800.46	59894	55000					
subtotal	382032	42800.46	97894	60000					
BDF allocation	15000	25000							
Pledges		5000							Subtotal
Operating Carryover	65000		10000	10000	50000	120000	25000	5000	285000
General Acquisitions			10000	5000					15000
Known gifts	40000								
subtotal 2	262032	12800.46	77894	45000					
Solid									
Prospects									
RTP	50,000								
Maine Water	100000								
Other donors	102000	13000	8000						
MCHT			5000						
Matching Donors									
MCF Grant			50000						
Maine Outdoor Heritage Fund			15000						
Other grants	10000			45000					
Totals	32	-199.54	-106	0	0	0			

**Coastal Mountains Land Trust
Land Protection Committee
Project Evaluation Criteria Worksheet**

Version: 1/12/21 (see last page for background and instructions)

Part Two: Project Summary and Feasibility

Name: Sturup and Shelley Conservation Easement

Conservation Method: Donated Conservation Easement

Project Description: The landowners intend to donate a ca. 90 acre forever wild conservation easement on their property, which is within the Ducktrap River Focus Area. The property has river frontage and pond frontage, contains forested wetlands, and abuts land owned by the Maine Department of Inland Fisheries and Wildlife.

Strategic Plan Category (1a, 1b, or 1c): This project meets the Strategic Plan Category 1a: Increase the amount of land conserved in Land Trust focus areas, specifically the Ducktrap River.

Size: 90.8 acres

Current Property Owner: Burt Sturup and Kim Shelley

Location: (Area, Town, and Zoning) The property is located on Tilden Pond at the headwaters of the Ducktrap River, off the Dickey Mill Road, and in the town of Belmont.

Natural Values Score/Percentile: 64 (99th)

Community Values Score: 12 (low)

Conservation Values and Public Benefits: The project has significant wildlife conservation values, fulfilling the IRS definition of "conservation purpose" under regulation 170(h) (ii) and (iii)(II). It protects the shorefront of endangered Atlantic salmon spawning and rearing habitat within the river.

Estimated Project Costs (Total):

<u>Land Costs:</u>	n/a
<u>Transaction Costs:</u>	\$1,000 (legal and title)
<u>Stewardship Costs:</u>	\$8,974
<u>Funding sources/capacity to raise funds:</u>	possible landowner donation. Possible money from the Lacombe sale to MDIFW?

Description of Stewardship Work: The primary stewardship work will be to monitor the easement each year. The easement allows the current landowner the right to divide the property on time (this right extinguishes when their ownership ends). This could create additional stewardship burden and has been incorporated into the budget.

Legal: Access: yes, there is clear access.

Clear title: our attorney, Rob Levin, has provided a title insurance commitment and has not found any flaws in the title.

Survey: the landowner provided a survey from 1968; it is not recorded and an old copy, but the ground evidence is still there. If a division occurs, the landowner is required to update a survey.

Hazardous Waste: site visit complete, no findings of hazardous waste

Potential partners or holders? no

Public Opinion: there is not public awareness of this project, but overall public opinion of the Ducktrap conservation effort is positive.

Conflict of Interest? no

LP Committee Recommendation: Enthusiastic recommendation to accept donation of the Conservation Easement

Part Two: Natural Values Criteria:

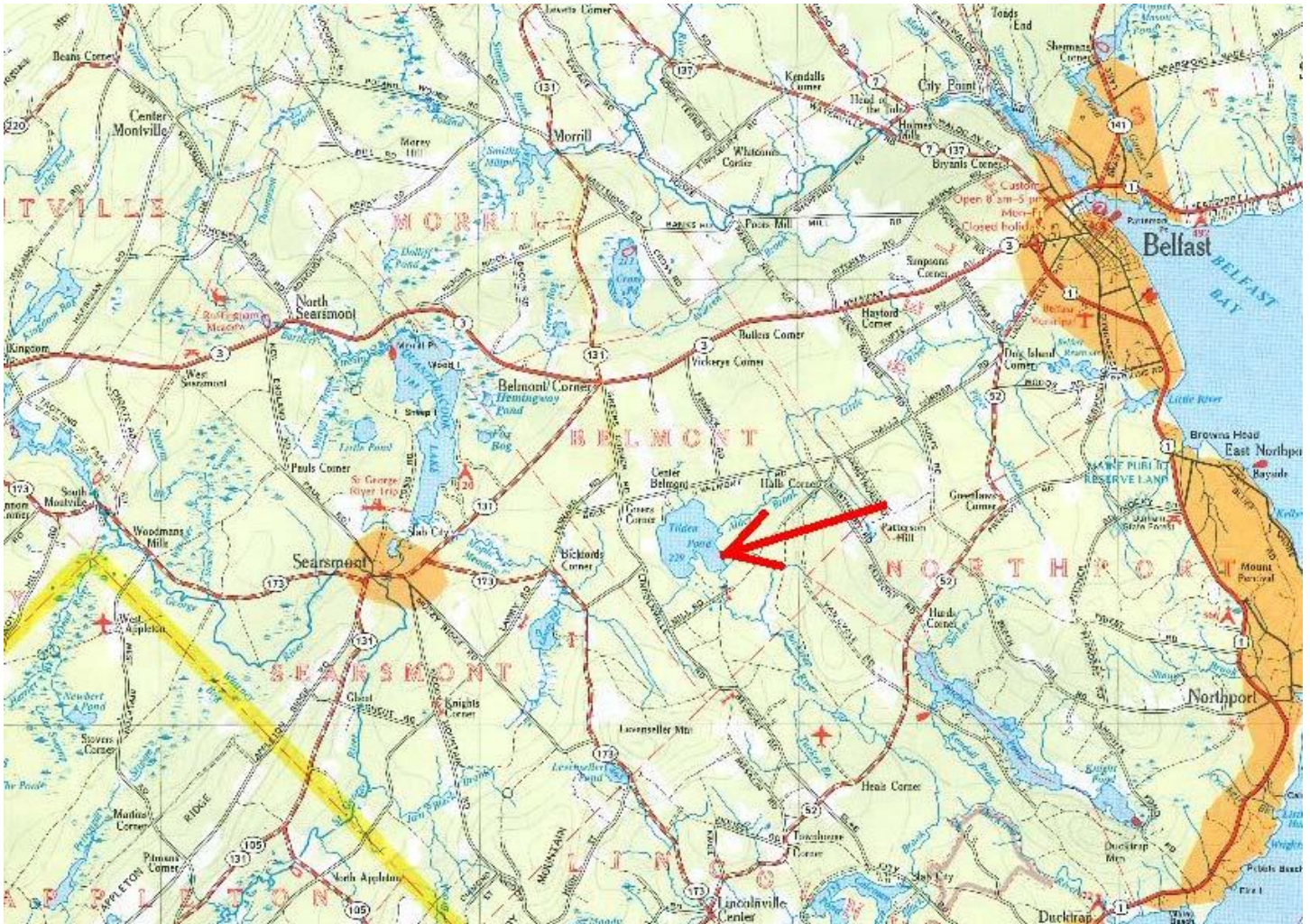
Criteria (and Description)	Guidelines: All scoring is from the GIS based suitability analysis datasets. All parcels are scored according to the maximum score within its area.	Max Points	Score	Notes
1. Significant, Rare, and Sensitive Habitats (Areas containing significant habitat, as identified by a Federal or State program. Habitat areas for individual endangered, threatened, and rare species and rare natural communities are included)	4 points = areas containing: Mollusk breeding areas, or deer wintering habitat 12 points = areas containing: Wildlife species of concern, or wild brook habitat 250ft buffer, or IFW wading bird habitat 16 points = areas containing: Exemplary MNAP s4 or s5 plant species, or 500ft significant vernal pool buffer 20 points = areas containing: endangered, threatened, or rare plants or animal buffer areas, or 250ft buffer of Atlantic salmon spawning habitat.	20	20	Atlantic Salmon rearing and spawning habitat
2. Undeveloped Blocks of Habitat (The size of the roadless area the area property is located within)	2 points = within undeveloped block of 1-778 acres. 4 points = within undeveloped block of 779-1778 acres. 6 points = within undeveloped block of 1779-2973 acres. 8 points = within undeveloped block of 2974-5566 acres. 10 points = within undeveloped block of 5567-8642 acres.	10	2	
3. Undisturbed landcover; naturalness (The degree of human conversion of natural land cover in and near the project)	3 points = LCI score below 50th percentile of scores in the study area. 9 points = 50-70th percentile of scores 12 points = 70-85th percentile of scores 15 points = 85-99th percentile scores.	15	15	
4. Rivers and Streams (Buffer areas around streams and rivers)	8 points = 75ft buffer of streams 10 points = 250ft buffer of rivers	10	10	
5. Lakes (Buffer areas around great ponds, ranked by development)	5 points = 500ft buffer of rank 1 GP, or 1000ft buffer of rank 2 GP. or 500ft buffer of a pond <10 acre.	8	6	Tilden Pond

	7 points = 500ft buffer of rank 2 GP, or 1000ft buffer of rank 3 GP. 8 points = 500ft buffer of rank 3 GP.																	
6. Wetlands (Mapped wetlands or buffers)	3 points = 250ft buffer of wetlands above 10 acre, 8 points = 100ft buffer of wetlands above 10 acre, 11 points = wetlands with 1 to 4 functions 14 points = wetlands with 5 to 6 functions. Wetland functions: flood flow alteration, sediment retention, finfish habitat, shellfish habitat, plant and animal habitat, and cultural value.	14	14	Has 29 acres of wetlands on the property, including high value wetlands														
7. Sand and Gravel Aquifers	3 points = aquifer areas, including a 500ft buffer. 5 points = 1000ft buffer around public wells; or watersheds of public water supply lakes or aquifers (only parts of the watershed that feed into the lakes).	3	0															
8. Prime Soils	3 points = Soils of statewide importance 5 points = Prime Soils	5	5	Has prime soils														
9. Geology correlated with High Biodiversity	5 points = Calcareous Bedrock (units Zcb, Zil, Zob); or Moderately calcareous bedrock (units DOB, Ouss, OZpgl, SOv).	5	0															
10. High Elevation and Sloping Areas	10 points = areas above 600ft; or cliff, steep slopes, or caves	10	0															
BONUS: Adjacent to Conserved Land	5 points = Adjacent to conserved lands. 10 points = Parcels adjacent to multiple pieces or has multiple boundaries of conserved land 15 points = Parcels that provide a critical link for large areas (above 500 acres) of conserved land	Up to 15	5															
BONUS: Parcel Size	5 points 50-100 acres 8 points = 100-250 acres 10 points = >250 acres	Up to 10	5															
BONUS: Uniqueness	This category is for any ecological values that are not included in the other natural value criteria. Ex, significant or important habitat that was not mapped or listed in 2018, a stand of rare trees or plants, or an unmapped vernal pool.	Up to 10																
Natural Benefits Score	Sum (Percentile Score)	82 (99 th)																
Percentile Score (how does a parcels score compare to other parcels in the service region? for all parcels in SR >1 acre.) Ex, a 50 acre parcel scores a 20, which indicates it is higher scoring than 59% of parcels. See conversion chart to the right.	<table><thead><tr><th>Percentile</th><th>Score</th></tr></thead><tbody><tr><td>50th</td><td>13</td></tr><tr><td>60th</td><td>21</td></tr><tr><td>70th</td><td>25</td></tr><tr><td>80th</td><td>30</td></tr><tr><td>90th</td><td>37</td></tr><tr><td>99th</td><td>44</td></tr></tbody></table>	Percentile	Score	50 th	13	60 th	21	70 th	25	80 th	30	90 th	37	99 th	44			
Percentile	Score																	
50 th	13																	
60 th	21																	
70 th	25																	
80 th	30																	
90 th	37																	
99 th	44																	

Part Three: Community Values Criteria

Criteria (and Description)	Guidelines: These criteria are filled out by CMLT staff, using their own judgement, and then reviewed and updated by the Land Protection Committee.	Max Points	Score	Notes
1. Trails	This category is for both trail potential and existing trails. 0 is no trail potential. A low score would be for a small trail that will get infrequent use (e.g. Sides Preserve), a high score is for trails that will be regionally unique, receiving heavy (e.g. Beech Hill).	40	0	
2. Water Access	This category is for boat access, swimming access, or fishing access. 10 is for properties that allow for hand carry boat access that will likely receive low use, fishing access, or shorefront access that is not suitable for swimming e.g., Grassy Pond CE, Richards Wildlife. 20 is for parcels with high usage hand carry access, or high quality swimming access, e.g. Fernald's Neck.	20	0	
3. Scenic value	This is for both scenic viewpoints and features. Must be visible from somewhere that is usually accessible. score 0 (no scenic value) to 15 (Beech Hill type of scenic value). Scenic woods that offer no viewpoints or are not seen from roads or other recreation areas are a 5. Highly scenic areas from the road or other viewpoint are 10. (St. Clair Preserve around Knights pond, Murray Preserve) 15 are exceptionally scenic areas, landmarks and good viewpoints (Beech Hill, Bald Mountain)	15	2	Offers scenic value for Tilden Pond but the pond does not have good public access
4. Proximity to Town	Parcels that are close enough to town, a school, or another community center (YMCA, a library) to walk to get a score of 10. Parcels that can be accessed from schools without going onto a street get a score of 15.	15	0	
5. Working Farms and forests	Parcels that are managed under a sustainable forest plan or are working farms get a 10	10	0	
6. Historic or Cultural building, structures, or features	Historic features on a property that are unique or in good condition. Examples, pre restoration Beech Nut, dam abutments on Main Stream or Ducktrap.	5	0	
BONUS Public Drinking Water Supply	Parcels that help conserve public drinking water supplies. Mirror Lake and Grassy Pond CE are an example.	5	0	
BONUS Project in Underserved Town	In the towns that we have not worked much in or have limited recreation resources. Belmont, Morrill, Waldo, Brooks, Stockton Springs, and Prospect.	10	10	
BONUS Other Recreation Feature	Any feature that is not covered by other criteria.	5		
Community Values Score	Sum (base score is 0-100, plus bonus points)	12		
<u>Community Values Description:</u>				

Location Map #1, Gazetteer
Sturup and Shelley Conservation Easement
Belmont, Waldo County



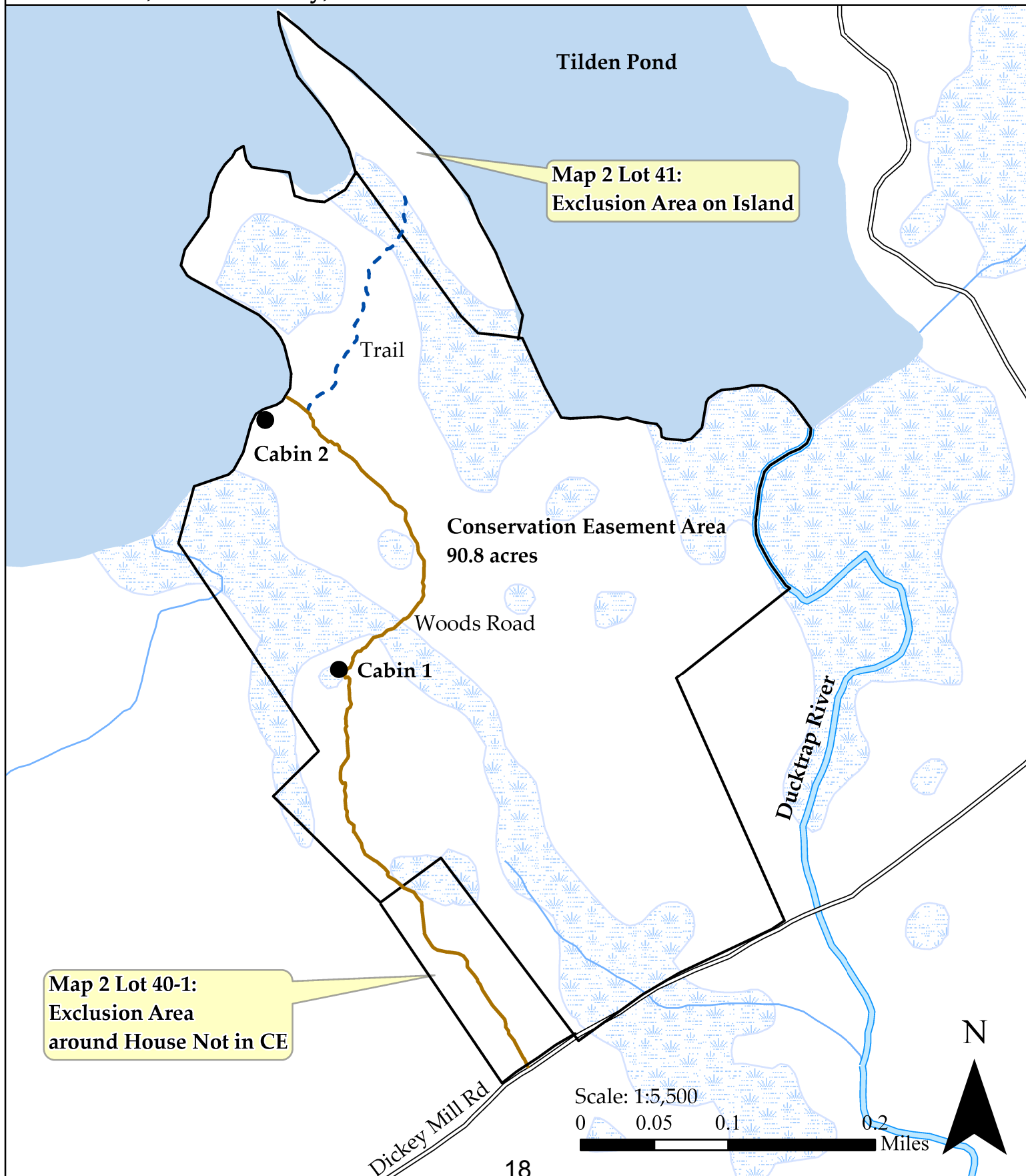
1998 Maine Atlas and Gazetteer, Page 14

Exhibit B:

Conservation Easement

**Albert B. Sturup, III and Kim L. Shelley to
Coastal Mountains Land Trust on Property
in Belmont, Waldo County, Maine**

This map is not a survey, and is not to be
relied on for boundary information.
Map by Coastal Mountains Land Trust
February 8, 2021



Sturrup and Shelley Conservation Easement

Albert B. Sturrup, III and Kim L. Shelley
to
Coastal Mountains Land Trust
on
Property
in
Belmont, Waldo County, Maine

ALBERT B. STURRUP, III and **KIM L. SHELLEY**, husband and wife, having a mailing address of 120 Dickey Mill Road, Belmont, ME 04952 (hereinafter referred to as “Owner”), hereby GRANT 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 Street, Camden ME 04843, (hereinafter referred to as the “Holder”), with Quitclaim Covenant, for consideration, all of which being a gift, the following conservation easement (hereinafter the “Conservation Easement” or the “Easement”) over the real estate located northerly of Dickey Mill Road in the Town of Belmont, Waldo County, Maine, described in Exhibit A attached hereto and made a part hereof by this reference (hereinafter referred to as the “Protected Property”), which shall run with the land and be binding in perpetuity upon Owner, and its permitted successors and assigns, pursuant to the Maine Conservation Easement Act, 33 M.R.S. Section 476 et seq., as amended and successor provisions thereof, for the benefit of the general public; all in accordance with the purpose, terms, conditions, restrictions and affirmative rights set forth herein.

The Protected Property is a portion of that certain lot or parcel of land conveyed by Albert B. Sturrup, III to Albert B. Sturrup, III and Kim L. Shelley by a deed dated April 26, 1989 and recorded in the Waldo County Registry of Deeds at Book 1092, Page 157.

CONSERVATION PURPOSES

The purposes of this Conservation Easement (hereinafter the “Conservation Purposes”) are to provide a significant public benefit by protecting and preserving in perpetuity the wildlife habitat and water quality of the Protected Property, Tilden Pond, and the Ducktrap River. This Conservation Easement will ensure that the Protected Property is managed to preserve its wild and natural character, allowing natural processes the time and space to shape the land.

CONSERVATION VALUES

The following recitals more particularly describe the conservation values (hereinafter the “Conservation Values”) of the Protected Property and the public benefit of this grant.

WHEREAS, Owner is the sole owner of the Protected Property, which consists of approximately 90.8 acres in Belmont, Maine; and

WHEREAS, the Protected Property has approximately 2,505 feet of frontage on Tilden Pond, the headwaters of the Ducktrap River, which hosts Atlantic Salmon spawning and rearing habitat and Wild Brook Trout Habitat, as identified by the State of Maine’s Beginning with Habitat Program;

WHEREAS, the Protected Property contains approximately 557 feet of shorefront along the Ducktrap River, and is within the Holder’s Ducktrap River Focus Area, which has been a strategic conservation priority for 25 years. The Protected Property is one of the largest properties along the river, over 80% of which has been permanently conserved by the Holder and its partners;

WHEREAS, the Maine Department of Fisheries and Wildlife owns a 16-acre parcel of land abutting the Protected Property for the purposes of preserving its habitat on the Ducktrap River, and protection of the Protected Property serves as an ecological and habitat buffer to this parcel;

WHEREAS, the Protected Property contains 29.35 acres of forested wetlands;

WHEREAS, Owner owns two abutting parcels of approximately 6.4 acres and 6.23 acres, respectively, that are not subject to this Conservation Easement in any way;

WHEREAS, the State of Maine has recognized the importance of preserving scenic open space, wildlife habitat, and important ecological areas in its Constitution at Article IX, Section 8, and by virtue of the Open Space Tax Law at 36 M.R.S. Section 1101 et seq., which confers preferential property tax treatment for property that owners keep unbuilt and available for open space uses; and

WHEREAS, the Protected Property preserves a “relatively natural habitat of fish, wildlife or plants or similar ecosystem” under the terms of the Internal Revenue Service Code Section 170 (h)(4)(A)(ii) and the Treasury Regulations Section 1.170A-14(d)(3) or successive regulations; and

WHEREAS, the Owner and Holder, in recognizing the importance of the Protected Property for conservation, as demonstrated by the aforementioned facts, have the common purpose of conserving the Conservation Values the Protected Property by the conveyance of a Conservation Easement on, over, and across the Protected Property;

NOW, THEREFORE, Owner and Holder have established this Conservation Easement on, over, and across the Protected Property consisting of the foregoing recitals and purposes statement and the following terms, covenants, restrictions, and affirmative rights reserved by the Holder, which shall run with and bind the Protected Property in perpetuity:

COVENANTS AND RESTRICTIONS

1. LAND USE

A. General. Without limiting the general restrictions of the Conservation Easement, the following land uses are specifically prohibited on the Protected Property:

(i) industrial, residential, or other building development activities;

(ii) exploration for, or development and extraction of, water resources for distribution beyond the Protected Property;

(iii) commercial activities, except for de minimis commercial activities in accordance with Paragraph 1.I. For the purposes of this Easement, “commercial” shall refer to the sale of goods or services, or any uses or activities in furtherance thereof. Said use or activity shall be understood as occurring on the Protected Property if the sale transaction(s) or the transacted goods or services are located on or came from the Protected Property. A use or activity shall be deemed commercial regardless of: the form of the sale proceeds (for example, cash vs. bartered goods or services); the form or status of the recipient of the consideration (for example: individual vs. corporation, nonprofit vs. for-profit corporation, or governmental vs. private entity); and whether the recipient of the consideration are the Owners or some third party. Notwithstanding the foregoing, any sale of services to the Owners by a third-party conducting activities on the Protected Property otherwise permitted by this Conservation Easement shall not constitute a commercial activity (for example, a licensed forester hired by the Owners to prepare a forest management plan);

(iv) silvicultural, agricultural or gardening activities, except as expressly permitted in accordance with Paragraph 5; and

(iv) exploration for, or development and extraction of minerals, hydrocarbon substances or any other deposits by any surface or sub-surface mining or any other method.

Prior to commencement of any allowed uses of the Protected Property, all necessary federal, state, municipal, and other

governmental regulations shall be complied with by the Owner and any permits and approvals shall be secured by Owner and copies thereof shall be provided to the Holder.

- B. Inconsistent Uses.** Without limiting or expanding the general and specific restrictions of this Conservation Easement, no use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Conservation Purposes of this Easement. Owner and Holder acknowledge that in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purposes of this Easement. Therefore, Holder, in its sole discretion, may determine whether proposed uses or proposed improvements not contemplated by or addressed in this Easement are consistent with the Conservation Purposes of this Easement, in accordance with Paragraph 12.F.
- C. Development Rights.** The Protected Property shall 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.
- D. Carbon Credits.** The Protected Property may be used in connection with and in furtherance of programs related to carbon emissions credits or other similar offset, banking, or mitigation programs; provided that the natural resource management practice restrictions or techniques employed to generate, earn, or establish such credits or offsets: (a) may not be inconsistent with nor contradict the practices otherwise required by this Conservation Easement and (b) may not result in any development or use of the Protected Property inconsistent with the Conservation Purposes or other restrictions of this Conservation Easement. In the event that the Owner receives proceeds from such carbon programs arising from or based upon the restrictions and limitations on the use of the Protected Property imposed by this Conservation Easement, Owner agrees to split Owners' net proceeds equally with Holder after deducting all costs and expenses incurred by Owner in participating in any such programs.
- E. Commercial Activities with *De Minimis* Impacts.** Subject to the prior written consent of the Holder, in the Holder's sole discretion, Owner reserves the right to conduct certain commercial activities

on, under, or over the Protected Property that have *de minimis* negative impacts on the Conservation Values.

Examples. Commercial activities with potentially *de minimis* impacts might include:

- a. use of the Protected Property for a wedding or party by a paying third party;
- b. tapping of trees for sap collection (but not including the boiling of sap for syrup production), which activity Holder hereby consents to;
- c. the incidental sale of interpretive literature or use of the Protected Property by Holder or for charitable fundraising;
- d. the Owner's receipt of payments or governmental subsidies for undertaking actions that are in furtherance of the Conservation Purposes of this Easement (for example, to restore wetlands on the Protected Property, in exchange for payment from the Natural Resource Conservation Service).

Waiver of Consent Process. In cases where the *de minimis* commercial activities proposal, or the impact(s) thereof, is obviously minor, the Holder has the right, in its sole discretion, to waive the requirement that the Owner's notice and plan must be submitted in writing.

F. Vehicular Uses. Use of motorized vehicles is permitted on the Protected Property only as follows:

- (i) upon the existing woods road;
 - (ii) as necessary for permitted property management activities;
 - (iii) for short term use as needed in an emergency;
 - (iv) use of motorized wheelchairs or similar mobility devices;
- and
- (v) as consented to in advance in writing by the Holder as being consistent with the Conservation Purposes.

Owner shall make reasonable good faith efforts to prevent any unauthorized vehicular uses by third parties. Holder may require Owner to establish barriers and signage if such third party use occurs.

2. DIVISION

- A.** Except as set forth in Paragraph 2.B, for the purposes of this Conservation Easement the Protected Property shall be merged as an entirety under single ownership, without division, partition, subdivision, subjection to the Maine Time Share Act (33 M.R.S. c 10-A) or Maine Condominium Act (33 M.R.S. c 31), or other legal or

de facto creation of lots or parcels in separate ownership or the creation of separate parcels of real estate, except that: any portion of the Protected Property may be conveyed to Holder or another qualified conservation organization approved by the Holder for permanent conservation ownership, subject to the continuation of the terms of this Conservation Easement.

- B.** During the period in which Albert B. Sturup, III and/or Kim L. Shelley are the current Owner, after which period such right shall automatically expire, Owner reserves the right to divide the Protected Property into one additional parcel, for a total of two parcels. Any such division must be documented by a professional boundary survey and a metes and bounds legal description at Owner's expense.

3. STRUCTURES

- A. Definitions.** For the purposes of this Conservation Easement, a "structure" shall mean any human-made combination of materials on, over, in and/or under the ground and having a temporary or permanent fixed location. A structure may be linear such as a pipe or cable, primarily two dimensional, such as a paved road or parking lot, fence or a sign, or three dimensional, such as a building, wall or tank. An unpaved road or trail shall not be considered a structure but shall be considered a surface alteration.

For the purposes of this Conservation Easement, a structure shall be deemed "temporary" so long as it does not have a foundation or a concrete (or similar durable materials) slab, does not require any excavation or major grading, and is not serviced by electrical power other than portable energy generation systems.

- B. Existing Structures.** As of the date of this grant, there are no existing structures on the Protected Property except for: two dilapidated cabins, stone walls, and one bog bridge on the trail, as detailed in the Baseline Documentation. Owner shall have the right to maintain, repair, and replace these existing structures, except that the dilapidated cabins may not be maintained, repaired, or replaced.
- C. Additional Structures.** No additional structures of any kind, temporary or permanent, may be located anywhere on, below or above the surface of the Protected Property, except however, the Owner shall have the following rights:

1. Owner reserves the right to establish and maintain minor and temporary structures to enhance the opportunity for low-

impact, non-motorized recreation, including but not limited to such minor structures as boundary markers; trail markers; trail improvements such as steps, foot bridges, water bars, and railings; wildlife observation blinds; barriers or low fences to prevent access by motorized or mechanized vehicles or protect fragile areas or scientific research areas; provided that they shall be constructed of dark-colored or natural-appearing materials that blend with the natural surroundings and are located to complement the natural and scenic features of the landscape. Notwithstanding the foregoing, high-impact outdoor recreational structures are prohibited, including but not limited to paved trails, boardwalks and bridges other than bog bridging, docks, piers, floats, event tents, tent platforms, lighting, lean-tos, outhouses, structures requiring electricity service, portable toilets, gazebos, picnic facilities, golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball and other adventure courses, stadiums, dressage fields, equestrian rings, polo fields, all-terrain vehicle or race tracks or courses, towers, playgrounds, athletic courts or fields, airstrips, and permanent aircraft pads.

2. Owner reserves the right to permit third parties to construct, maintain, repair, and replace structures permitted under any utility and access easements that precede the effective date of this Conservation Easement, as documented in the Baseline Documentation. To the extent of Owner's authority, all additional utility structures within these utility and access easements shall be located underground to the extent practicable.
3. Owner reserves the right to establish and maintain minor or temporary structures in connection with Holder-approved *de minimis* commercial activities in accordance with Paragraph 1.E.

4. SURFACE ALTERATIONS

A. Existing Surface Alterations. As of the date of this grant, there are no surface alterations on the Protected Property except for an existing woods road and an existing trail, located generally as depicted in Exhibit B, and such other surface alterations as are documented in the Baseline Documentation. Owner shall have the right to maintain and repair (but not improve, pave, or widen) the existing surface alterations listed above in substantially the same locations.

B. Additional Surface Alterations. No additional filling, dumping, excavation, grading, road building, or other alterations, including erosion caused by human activities, may be made to the surface or subsurface of the Protected Property or its water bodies, except however, the Owner shall have the following rights:

- (i) to make surface or subsurface alterations necessary to exercising the rights regarding structures in Paragraph 3 and vegetation management in Paragraph 5;
- (ii) to establish and maintain additional unpaved footpaths of no greater than four (4) feet in tread width and side clearance, to enhance the opportunity for non-motorized, pedestrian, low-impact outdoor recreation, provided that such footpaths are located and designed in a manner to minimize soil erosion and damage to fragile plant communities and wildlife habitat; and
- (iii) to alter the surface for ecological education, archaeological investigations, or scientific research conducted under then-current professional standards; provided that the alterations are designed and located in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat; and that the disturbed area surrounding the alteration must be restored as soon as reasonably possible to a state consistent with the Conservation Values.

C. Easements and Rights of Way. Owner may not grant additional easements or rights of way over the Protected Property, nor increase the scope of existing easements or rights of way without the prior written consent of Holder. Notwithstanding the foregoing, Owner reserves the right to grant the following two easements:

- (i) an appurtenant pedestrian and vehicular easement over the existing woods road for the purpose of accessing Tilden Pond by the owners of the abutting parcel currently owned by the Owner, identified as Tax Map 2, Lot 40-1.
- (ii) an appurtenant pedestrian and vehicular easement over the existing woods road and a pedestrian footpath easement over the existing trail, for the purposes of ingress and egress to a benefitted parcel, being the abutting parcel currently owned by the Owner, identified as Tax Map 2, Lot 41.

5. VEGETATION MANAGEMENT

A. General. Except to the extent otherwise described in this Conservation Easement and in the Baseline Documentation, as of the date of this grant, the Protected Property is in a substantially

undeveloped condition, containing forest and wetlands, as depicted on Exhibit B and as documented in the Baseline Documentation.

Vegetation may not be cut, disturbed, altered or removed from the Protected Property, except that Owner shall have the rights to alter vegetation as follows:

- (i) to the extent necessary to install and maintain the structures permitted in Paragraph 3 and the surface alterations permitted in Paragraph 4;
- (ii) to mark boundaries;
- (iii) to the minimum extent reasonably necessary to combat active fire;
- (iv) upon prior written approval of Holder, to tap trees for sap collection;
- (v) upon prior written approval of Holder, to remove or prevent the spread of invasive species or disease. In connection with any such activity, Owner has the right to utilize mechanical, biological, or chemical means, provided that such chemical means are consistent with the standards for chemical applications stated in Paragraph 6.B; and
- (vi) upon prior written approval of Holder to protect, restore or support native species and improve wildlife habitat.

B. Invasives. Owner is prohibited from planting or otherwise intentionally introducing or cultivating invasive plant species on the Protected Property, said species to be those included on the list of invasive species maintained by the Invasive Plant Atlas of New England, or a similar list approved in advance in writing by Holder.

6. WASTE DISPOSAL

A. General. Subject to any more restrictive local, state and federal laws and regulations, it is forbidden to discharge septic waste or wastewater into the surface waters on or abutting the Protected Property, or to dispose of or store rubbish, garbage, unserviceable vehicles, building debris, abandoned equipment or parts thereof, or other waste material that degrades the natural, educational, and recreational conditions of the Protected Property. Waste, slash, compost and by-products of permitted vegetation management may be stored or disposed of on the Protected Property, provided that such storage or disposal does not create a

potential fire hazard, or have an adverse impact on the Conservation Values.

- B. Chemical Applications.** The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, soaps, detergents or highly acidic or alkaline agents, fertilizers and other toxic agents, including discharge of potentially toxic waste water or other toxic byproducts of permitted uses, shall be limited to prevent any material demonstrable adverse impact on the Conservation Values.

7. RECREATIONAL USES

A. Owner's Recreational Use. Owner shall have the right to use the Protected Property for low-impact outdoor recreational and educational uses, including, without limitation: walking, hiking, nature observation and study, cross country skiing, snowshoeing, fishing, hunting, trapping, nature-based outdoor education and scientific research, and public or private recreational events, as long as such uses: (i) do not result in rutting, erosion or other damage to the Conservation Values; and (ii) do not entail structures or surface alterations that are prohibited by this Conservation Easement.

B. No Right of Public Access. Nothing in this Conservation Easement shall be construed as affording the general public physical access to or use of any portion of the Protected Property. Owner may allow or prohibit low-impact outdoor recreational and educational uses as permitted in Paragraph 7.A.

C. Recreational Use Statute. 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. Section 159-A, et seq. as amended and successor provisions thereof, and under any other applicable provision of law and equity.

8. HOLDER'S AFFIRMATIVE RIGHTS

A. Holder shall have the right to enter the Protected Property on foot or by motor vehicles or by aerial flyover for inspection, monitoring, and enforcement purposes, and to exercise any other affirmative rights, at a reasonable time and in a reasonable manner that is consistent with the Conservation Purposes hereof. Except in emergency circumstances or on trails established and maintained by the holder, Holder shall make reasonable efforts to contact Owner, prior to entry onto any area of the Protected Property. "Emergency circumstances" shall mean that the Holder has a good-faith basis to believe a violation of the easement is occurring or is imminent.

B. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement and to require the restoration of the Protected Property to the condition that existed prior to any such injury; all without posting of any bond or other security and without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Prior to initiation of an enforcement action, Holder shall provide Owner with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

If a Court (or other decision maker chosen by mutual consent of the parties) determines that Holder is a prevailing party in any action against Owner affecting this Conservation Easement, Owner shall reimburse Holder for any reasonable costs of investigation, enforcement, consulting, or defense, including court or alternative dispute resolution costs, reasonable attorneys' fees, and any other payments ordered by such Court (or other decision maker chosen by mutual consent of the parties).

Owner and Holder are not responsible for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Owner's or Holder's control, such as fire, flood, storm, and earth movement, or from any prudent action taken by Owner or Holder under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

In the event of a violation of this Conservation Easement by a third party (other than an agent, employee, guest, invitee, licensee, family member, or representative of the Owner), Owner shall be liable for the foregoing costs of enforcement only in the event that Owner shall have failed to exercise reasonable good faith efforts and diligence in monitoring the Protected Property, marking the boundaries as set forth herein, erecting barriers and signage to prevent motorized vehicle use and other prohibited uses as may be required hereunder, and generally safeguarding the Protected Property against such violation by third parties. Nothing herein shall be construed to limit the right of Holder and/or Owner to seek damages or other compensation from such third parties, and Owner agrees, upon Holder's request, to assign their right of action to Holder, to join in any suit, and/or to appoint Holder its attorney-in-fact for the purposes of pursuing enforcement action.

C. It shall be Owner's obligation to keep the boundaries of the Protected Property clearly marked. In the event boundaries are not adequately clear or marked and Owner fails to accurately mark within a

reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof. The costs associated with such survey work shall be paid by the Owner if and to the extent necessary to determine if a breach of this Conservation Easement has occurred.

D. Holder is hereby granted the right to install and maintain small unlighted signs in locations visible from public vantage points or boundaries of the Protected Property to inform the general public that the Protected Property is subject to this Conservation Easement and to identify the Holder.

9. NOTICES AND CONSENT REQUESTS

A. Notice and Consent Requirements. Owner agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, and where prior notice or approval is specifically required in this Conservation Easement. Owner's notices must include sufficient information to enable Holder to determine whether Owner's plans are consistent with the terms of this Easement and the conservation purposes hereof. Holder's approval shall be conditioned on compliance with the terms of Paragraph 12.F.

B. Method for Notice.

- (i) Except as specified in Paragraph 9.B(ii), any notices or requests for consent or approval required by this Easement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Owner and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Owner: At the address of the owner(s) of record as noted hereinabove or as provided by Owner in writing, or if not provided, as set forth below.

To Holder: Coastal Mountains Land Trust, 101 Mt. Battie Street, Camden ME 04843, or as set forth below.

In the event that notice mailed to Holder or to Owner at the last address on file with Owner or Holder, as the case may

be, is returned as undeliverable, the sending party shall provide notice by regular mail to Owner's last known address on file with the Town of Belmont, Maine; or in the case of Holder or a corporate owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Easement.

- (ii) In addition to the methods set forth in Paragraph 9.B(i), a notice or request for approval or any other communication may be sent by electronic mail ("email") or other written electronic communication only if an authorized agent of the receiving party has consented to receiving notice by electronic communication at a specific address and the recipient, by an email sent to the email address for the sender or by the same electronic communication returned to the originating address for the sender, or by a notice delivered by another method in accordance with Paragraph 9.B, acknowledges having received that email or electronic communication. An automatic "read receipt" shall not constitute acknowledgment of an email for purposes of this Paragraph 9.B(ii).

C. Time For Notice and Reply.

- (i) Where Owner is required to provide notice to Holder pursuant to this Easement, such notice as described hereinabove shall be given in writing forty-five (45) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.
- (ii) Where Owner is required to obtain Holder's prior written consent and approval, such request for consent or approval shall be given in writing forty-five (45) days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon receipt of Owner's request, shall acknowledge receipt of the same. Following such review, Holder shall grant, grant with conditions, or withhold its approval. Failure to approve Owner's request within forty-five (45) days shall be deemed a denial of such request. No proposed activity may proceed without Holder's written consent and approval as provided herein.

10. COSTS, TAXES AND INDEMNIFICATION

A. Taxes and Liens. Owner shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens with

respect thereto that may impact Holder's rights hereunder. Owner shall keep the Protected Property free of any liens or encumbrances that may adversely impact Holder's rights hereunder, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Owner; and Owner shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Owner, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under 14 M.R.S. Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Owner and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees.

B. Responsibility of Owner. Owner acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property, except as provided in Paragraphs 8.D and 8.E. Owner shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property.

11. CONSERVATION EASEMENT REQUIREMENTS UNDER MAINE LAW

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

B. Qualified Holder. The Holder is qualified to hold conservation easements pursuant to 33 M.R.S. Section 476(2)(B), as amended.

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of 33 M.R.S. Section 476(2), as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the Conservation Purposes of this Easement.

D. Baseline Documentation. In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and ensure compliance with the terms hereof, Holder and Owner have prepared an inventory of the

Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant.

E. Liens. Owner represents that as of the date of this grant there are no liens or mortgages outstanding of record encumbering the Protected Property. Owner shall have the right to use the Protected Property as collateral to secure the repayment of debt provided that any mortgage or other voluntary lien placed upon the Protected Property with respect thereto shall be subject to this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Protected Property.

F. Value of Conservation Easement, Extinguishment, 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 IRS Regulations at 1.170A-14(g)(6)(ii) (hereinafter the "Proportionate Value"). The Proportionate Value shall remain constant.

2. If either Holder or Grantor 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.

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 11.F.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 Grantor and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Holder shall be entitled to be paid no less than the greater of: (i) in accordance with § 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 Grantor'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 Grantor and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the Conservation Purposes of this Conservation Easement. Grantor 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 Paragraph.

12. GENERAL PROVISIONS

A. Controlling Law and Interpretation. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at 33 M.R.S. Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement shall govern.

B. Owner and Holder Definitions. The term "Owner" or "Owners" as used in this Easement shall include, unless the context clearly indicates otherwise, the within-named Owner(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Holder" as used in this Easement shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

C. Owner's Rights and Obligations, Joint Obligation. A person's or entity's obligation hereunder as an Owner, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have

fulfilled the requirements of Paragraph 12.D. below. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Subsequent Deeds and Transfers. This Easement must be incorporated by reference in any deed or other legal instrument by which Owner conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Owner further agrees to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property, including any lease having a term of longer than one (1) year. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

E. Compliance/Estoppel Certificates. Upon written request by Owner, Holder will provide Compliance/Estoppel Certificates to Owner or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this grant. The inspection of the Protected Property for this purpose will be made by Holder at Owner's cost within a reasonable time after Owner's written request.

F. Discretionary Approvals and Amendments.

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 paragraph shall require either party to agree to any discretionary approval.

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 12.F.3. Amendments will become effective upon recording at the Waldo County Registry of Deeds. Nothing in this paragraph shall require the Owner or the Holder to agree to any amendment or to negotiate regarding any amendment.

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.*, as amended, and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Internal Revenue Code, successor provisions thereof and regulations issued pursuant thereto.

G. Economic Hardship. In granting this Conservation Easement, 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.

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

I. Severability, Entire Agreement, No Forfeiture. 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. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Owner of any rights extinguished or conveyed hereby.

J. Standing to Enforce. 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.

K. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. Independent Representation. Owner has retained legal counsel to represent only their interest in this transaction. Owner and Holder acknowledge and agree that they have not received and are not relying upon legal, tax, financial or other advice from each other. Owner acknowledges that Holder has recommended that they keep independent counsel.

M. Contemporaneous Written Acknowledgment. In compliance with I.R.C. Section 170(f)(8), Holder acknowledges receipt of this Conservation Easement on the date hereof, and states that it has not provided Owner with any goods or services in consideration, in whole or in part, for Owner's contribution of this Easement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and sealed by Albert B. Sturup, III and Kim L. Shelley as of this ____ day of _____, 2021.

Witness

By: _____
Albert B. Sturup, III

Witness

By: _____
Kim L. Shelley

STATE OF MAINE

COUNTY OF _____, ss.

_____, 2021

Then personally appeared the above-named Albert B. Sturup, III and
acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public / Attorney at Law

Print name

My commission expires _____

HOLDER'S 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.

WITNESS:
TRUST

COASTAL MOUNTAINS LAND

By: _____

Its President

STATE OF MAINE
COUNTY OF KNOX, ss.

_____, 2021

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

Before me,

Notary Public / Attorney at Law

Print name

My commission expires

Exhibit A

Conservation Easement

**Albert B. Sturup, III and Kim L. Shelley
to
Coastal Mountains Land Trust
on
Property
in
Belmont, Waldo County, Maine**

Description of Protected Property

A certain lot or parcel of land situated in the Town of Belmont, Waldo County, Maine, more particularly described as follows:

Bounded on the north by Tilden Pond and other land now of Albert B. Sturup, III and Kim L. Shelley, Owner herein, as recorded in a deed from Horace M. Coombs recorded in the Waldo County Registry of Deeds at Book 1401, Page 66.

Bounded on the east by land formerly of N.G. Morse and said Tilden Pond.

Bounded on the south by Dickey Mill Road (also known as Town Road).

Bounded on the west by land formerly of N.G. Morse and E.L. Morse, being formerly known as the home farm of T.L. Gordon, No. 96.

EXCEPTING a certain lot or parcel of land situated in the Town of Belmont, more particularly described as follows:

Beginning at an iron pipe set in the ground at the Southerly terminus of a stone wall on the generally Northerly side of Dickey Mill Road (also known as Town Road), said iron pipe marking Southeasterly corner of land now or formerly of Abraham Greenfield et ux as described in a Deed recorded in Book 700, Page 319 of the Waldo County Registry of Deeds; thence at a bearing observed in 1968 to be North Nineteen and Five Tenths Degrees West (19.5° W) and along Easterly line of land of said Greenfield, which line is in part a stone wall, seven Hundred Seventy Five Feet (775.0') more or less to a stake set in the ground; thence North Seventy and Five Tenths Degrees East ($N 70.5^{\circ}$ E), and by line of other land of Albert B. Sturup, III and Kim L. Shelley, Owner herein, Three Hundred Fifty Feet (350.0') more or less to a stake set in the ground; thence South Nineteen and Five Tenths Degrees East ($N 19.5^{\circ}$ E) in a line parallel with the first described bound; and by line of other land of Sturup and Shelley Seven Hundred Seventy Five Feet (775.0') more or less to a stake set in the ground on the generally Northerly bound of

Dickey Mill Road; thence Westerly along Northerly bound of Dickey Mill Road Three Hundred Fifty Feet (350.0') more or less to the point of beginning.

For further reference, see unrecorded survey plan prepared by C.K. Archer, entitled "Plan of Dunbar Property, Belmont, Maine," dated 1968, a copy of which plan is in the possession of Coastal Mountains Land Trust.

Being a portion (all but the above-described excepted parcel) of Lot 1 and all of Lot 2 of the property granted to Albert B. Sturup, III and Kim L. Shelley by Albert B. Sturup, III, dated April 26, 1989 and recorded in said Registry at Book 1092, Page 157. For the original description of the above-described Protected Property, see the second parcel in the deed dated December 19, 1957 and recorded in said Registry at Book 551, Page 144. For the original description of the above-described excepted parcel, see the deed dated February 29, 2008 and recorded in said Registry at Book 3194, Page 198.

In the event that changing water levels or water courses or water action such as accretion or reliction leads to the emergence of new land within the external boundaries of the Protected Property, or if the external boundaries change as a result of the emergence of "new" land, it is the intention of the Owner and Holder that such land shall be subject to the terms of this Conservation Easement to the extent that Owner is the owner or has management rights in such land.

DECLARATION OF CHARITABLE TRUST
The Sucker Brook Tract of the Meadow Brook Preserve
Town of Swanville, Waldo County, Maine

WHEREAS, Coastal Mountains Land Trust (hereinafter the "Land Trust"), a non-profit corporation operating and existing under the laws of the State of Maine and a tax-exempt organization under §501(c)(3) of the Internal Revenue Code, owns and operates one parcel of land in the Town of Swanville, which premises were acquired by the quitclaim deed of David A. Thanhauser to Coastal Mountains Land Trust, dated July 13, 2020 and recorded at the Waldo County Registry of Deeds at Book 4516, Page 251 known as the Sucker Brook Tract of the Meadow Brook Preserve (hereinafter the "Tract"); and

WHEREAS, the Tract was acquired by the Land Trust in order to permanently assure protection of the Tract's ecological and scenic features and values and to provide the opportunity for visitation by the general public for uses appropriate to protecting those features and values; and

WHEREAS, the Land Trust wishes to hold the Tract in trust exclusively for charitable purposes, specifically so that the Tract will remain forever preserved for the benefit and enjoyment of the general public as a scenic, natural, and recreational area;

Now therefore, Coastal Mountains Land Trust hereby grants to Coastal Mountains Land Trust, its successors and assigns forever, as Trustee under this express charitable trust, pursuant to 18-B M.R.S. Sections 401 and 402, the Tract described herein, subject to the following conditions that will run with the Tract in perpetuity, to which by acceptance of this deed Coastal Mountains Land Trust agrees as Trustee thereof:

The Tract shall be maintained for the benefit of the general public as scenic and natural conservation land and may be made available by Trustee for outdoor recreation, nature observation, scientific study, environmental education, and similar uses of benefit to the public, provided that, in the sole determination of the Land Trust, such uses do not substantially degrade the ecological and scenic qualities of the Tract. The Land Trust shall have the right to establish reasonable rules and regulations for permitted uses of the Tract, to temporarily close all or part of the same to protect the Tract's conservation values, and to prohibit, by posting or otherwise, uses it deems inconsistent with or adverse to the intended uses of the Tract.

No division or subdivision of the Tract shall be permitted. The Land Trust can, however, enter into boundary agreements with abutters for the purpose of clarifying boundaries.

No industrial, residential, quarrying, or mining uses shall be permitted on the Tract.

No structures of any kind shall be located on the Tract, except that the Land Trust may permit or locate, construct, maintain, remove, and replace on the Tract only boundary marking structures, informational or interpretive signs, structures for controlling unauthorized uses, structures to serve and facilitate public access and environmental and historical education, structures for scientific study, structures for restoring and enhancing natural ecological functions and habitat for fauna and flora, and structures to control erosion consistent with the purposes of this Declaration of Charitable Trust.

No surface alterations, including filling, dumping, or excavating, shall be made to the surface of the Tract, except that the Land Trust may alter the surface to locate, construct, maintain, and replace the structures permitted above, to control erosion, to maintain, restore, or enhance natural ecological functions and habitat for flora and fauna, to install, maintain, and replace trails, parking areas, and other improvements to facilitate public access and safety, and to remove any structures that detract from the purposes set forth for preserving the Tract.

No vegetation shall be cut or removed from the Tract, except that the Land Trust may cut and remove vegetation to establish and maintain the structures and surface alterations permitted above, to remove safety hazards for the uses permitted herein, to combat active fire, to reduce the threat of fire, to control or prevent the spread of disease or intrusion by invasive species, to improve or maintain scenic views, to demonstrate sustainable forestry guided by a forest management plan, or to maintain, restore, or enhance natural ecological functions and habitat for flora and fauna pursuant to a management plan and consistent with the purposes of this Declaration of Charitable Trust.

This Declaration may be amended by the Trustee, its successors, and assigns without prior notice to or approval from any other party, provided such amendment enhances or does not materially detract from the conservation purposes intended for protection under this instrument. Any other amendment shall require the written consent of the Maine Office of the Attorney General. This Declaration of Charitable Trust may be terminated only in accordance with the cy pres provisions of 18-B M.R.S. § 413.

Moreover, the Tract shall not be transferred except to an entity that qualifies as a “holder” under 33 M.R.S. § 476(2), or successor provisions thereof. Such transfers shall be subject to the perpetual restrictions and requirements stated in this Declaration of Charitable Trust.

It is the intent of the Land Trust for this Declaration of Charitable Trust to be enforceable exclusively by the Land Trust and by the Maine Attorney General, and not by the general public, the Land Trust’s officers and directors, or its members.

In witness whereof, COASTAL MOUNTAINS LAND TRUST has caused these presents to be signed and sealed in its corporate name by Judy E. Wallingford, its President, this ____ day of _____, 2021.

COASTAL MOUNTAINS LAND TRUST

by Judy E. Wallingford
its President

STATE OF MAINE

COUNTY OF KNOX, ss.

Date:

Personally, appeared before me, Judy E. Wallingford, the President and authorized representative of Coastal Mountains Land Trust, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Notary Public

Print Name:

My commission expires:

DECLARATION OF CHARITABLE TRUST
The Bormet Tract of the Meadow Brook Preserve
Town of Swanville, Waldo County, Maine

WHEREAS, Coastal Mountains Land Trust (hereinafter the "Land Trust"), a non-profit corporation operating and existing under the laws of the State of Maine and a tax-exempt organization under §501(c)(3) of the Internal Revenue Code, owns and operates one parcel of land in the Town of Swanville, which premises were acquired by the quitclaim deed of David A. Thanhauser to Coastal Mountains Land Trust, dated July 13, 2020 and recorded at the Waldo County Registry of Deeds at Book 4516, Page 254 known as the Bormet Tract of the Meadow Brook Preserve (hereinafter the "Tract"); and

WHEREAS, the Tract was acquired by the Land Trust in order to permanently assure protection of the Tract's ecological and scenic features and values and to provide the opportunity for visitation by the general public for uses appropriate to protecting those features and values; and

WHEREAS, the Land Trust wishes to hold the Tract in trust exclusively for charitable purposes, specifically so that the Tract will remain forever preserved for the benefit and enjoyment of the general public as a scenic, natural, and recreational area;

Now therefore, Coastal Mountains Land Trust hereby grants to Coastal Mountains Land Trust, its successors and assigns forever, as Trustee under this express charitable trust, pursuant to 18-B M.R.S. Sections 401 and 402, the Tract described herein, subject to the following conditions that will run with the Tract in perpetuity, to which by acceptance of this deed Coastal Mountains Land Trust agrees as Trustee thereof:

The Tract shall be maintained for the benefit of the general public as scenic and natural conservation land and may be made available by Trustee for outdoor recreation, nature observation, scientific study, environmental education, and similar uses of benefit to the public, provided that, in the sole determination of the Land Trust, such uses do not substantially degrade the ecological and scenic qualities of the Tract. The Land Trust shall have the right to establish reasonable rules and regulations for permitted uses of the Tract, to temporarily close all or part of the same to protect the Tract's conservation values, and to prohibit, by posting or otherwise, uses it deems inconsistent with or adverse to the intended uses of the Tract.

No division or subdivision of the Tract shall be permitted. The Land Trust can, however, enter into boundary agreements with abutters for the purpose of clarifying boundaries.

No industrial, residential, quarrying, or mining uses shall be permitted on the Tract.

No structures of any kind shall be located on the Tract, except that the Land Trust may permit or locate, construct, maintain, remove, and replace on the Tract only boundary marking structures, informational or interpretive signs, structures for controlling unauthorized uses, structures to serve and facilitate public access and environmental and historical education, structures for scientific study, structures for restoring and enhancing natural ecological functions and habitat for fauna and flora, and structures to control erosion consistent with the purposes of this Declaration of Charitable Trust.

No surface alterations, including filling, dumping, or excavating, shall be made to the surface of the Tract, except that the Land Trust may alter the surface to locate, construct, maintain, and replace the structures permitted above, to control erosion, to maintain, restore, or enhance natural ecological functions and habitat for flora and fauna, to install, maintain, and replace trails, parking areas, and other improvements to facilitate public access and safety, and to remove any structures that detract from the purposes set forth for preserving the Tract.

No vegetation shall be cut or removed from the Tract, except that the Land Trust may cut and remove vegetation to establish and maintain the structures and surface alterations permitted above, to remove safety hazards for the uses permitted herein, to combat active fire, to reduce the threat of fire, to control or prevent the spread of disease or intrusion by invasive species, to improve or maintain scenic views, to demonstrate sustainable forestry guided by a forest management plan, or to maintain, restore, or enhance natural ecological functions and habitat for flora and fauna pursuant to a management plan and consistent with the purposes of this Declaration of Charitable Trust.

This Declaration may be amended by the Trustee, its successors, and assigns without prior notice to or approval from any other party, provided such amendment enhances or does not materially detract from the conservation purposes intended for protection under this instrument. Any other amendment shall require the written consent of the Maine Office of the Attorney General. This Declaration of Charitable Trust may be terminated only in accordance with the cy pres provisions of 18-B M.R.S. § 413.

Moreover, the Tract shall not be transferred except to an entity that qualifies as a “holder” under 33 M.R.S. § 476(2), or successor provisions thereof. Such transfers shall be subject to the perpetual restrictions and requirements stated in this Declaration of Charitable Trust.

It is the intent of the Land Trust for this Declaration of Charitable Trust to be enforceable exclusively by the Land Trust and by the Maine Attorney General, and not by the general public, the Land Trust’s officers and directors, or its members.

In witness whereof, COASTAL MOUNTAINS LAND TRUST has caused these presents to be signed and sealed in its corporate name by Judy E. Wallingford, its President, this ____ day of _____, 2021.

COASTAL MOUNTAINS LAND TRUST

by Judy E. Wallingford
its President

STATE OF MAINE

COUNTY OF KNOX, ss.

Date:

Personally, appeared before me, Judy E. Wallingford, the President and authorized representative of Coastal Mountains Land Trust, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said corporation.

Notary Public

Print Name:

My commission expires:

Invitation (Zoom): Courtney Collins, Tom Moore, Judy Wallingford, Lys McLaughlin-Pike, and Ian Stewart

1. Development Success Updates
 - a. January Partner Renewals
 - i. 15 partner renewals in January - \$23,718
 - ii. Bertuzzi Family Foundation - \$ 10,000
 - iii. Greg and Kimberly Smith - \$ 2,000
 - iv. Elinor Klivans - \$ 4,000
 - b. 2/10/21 Belfast Co-Op Round Up = \$4,080!
2. General Discussion about Development staffing
3. Overview / Discussion about Draft annual plan
4. Campaign Status Report
 - a. RTM – estimate of needing to raise appx. \$100,000 from private funders in 2021
 - b. Beech Hill – estimate of needing to raise additional \$15,000 before April 1st
 - c. Mt. Tuck – estimate of needing to raise additional \$75,000 by April 1, 2022.
5. Other Business - tbd

**COASTAL MOUNTAINS
LAND TRUST**



Finance and Investment Committee

February 17, 2021

Minutes

Present: 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 CMLT Investments

Much discussion of financial markets: hard to imagine a severe downturn in the market without it being precipitated by The Fed; do deficits matter for future inflation; how will the market respond when people start spending money again and employment goes up; is there enough capacity in the market to become more robust.

2. Review of Monthly Financial Reports

Reports look great.

3. Proposed Campaign Allocations from Operating Funds

4. Status of Capital Campaign Fundraising

Round the Mountain Campaign - \$102K still needed

Mt. Tuck

Beech Hill Preserve Expansion - \$13K left to raise

FC in favor of getting all the campaigns finished and then applying excess funds to the building expansion fund.

5. Status of Investment Review Process

FC appreciated the Trillium presentation by Sada Geuss at the January meeting and would like to schedule more presentations at least annually.

6. Status of Budget Development Process

Ian has done preliminary budget work and will have something to distribute next week after staff submit their department budgets.

a. Set special budget review meeting

Wednesday, March 3 at 1:00 p.m.

<i>Period</i>	<i>Account Performance</i>	<i>S&P Performance</i>	<i>Russell 2000 Small Cap</i>
<i>Past Month</i>	<i>-1.1%</i>	<i>-1.1%</i>	<i>5.0%</i>
<i>Past 3 months</i>	<i>13.0%</i>	<i>13.6%</i>	<i>35.2%</i>
<i>YTD</i>	<i>-1.1%</i>	<i>-1.1%</i>	<i>5.0%</i>
<i>Since Inception</i>	<i>13.5%</i>	<i>14.6%</i>	<i>13.6%</i>

**Coastal Mountains Land Trust
Monthly Financial Dashboard**

	April 1st - January 31	Annual Budget	
	1.31.20 YTD Monthly Analysis		
	Percentage of fiscal year complete	83%	100%
Income			
	Total YTD income*	803148	675,944
	Income as percentage of budget	119%	100%
Cash position			
	Remaining Unrestricted Carryover Reserve	406806	
	Total endowment transfers available/not yet withdrawn	6316	146,644
	Combined Total of Unrestricted Operating Carryover and Reserves to draw	413122	
	Credit Line Cash Availability/not yet withdrawn	100000	
Expenses			
	Total YTD expenses	571110	675,882
	Expenses as percentage of budget	84%	100%
Campaign Income (subtracting 7% allocation to operating)			
	Bald & Ragged Mountains	364768	232,500
	% of 2020-21 Needed B&R funds raised	157%	100%
	Mt. Tuck Region of Interest	51447	100000
	Hurds Pond project	-700	0
	Beech Hill Expansion Project	26714	140000

SBA Payroll Protection Program Loan

Internal Land Protection Project Debts

Remaining Mortgage for Mt. Tuck acquisition	10800
subtotal	10800

Investment Performance

<i>Period</i>	<i>Trillium Account Performance***</i>	<i>S&P Performance</i>	<i>Russell 2000 Small Cap</i>
<i>Past Month</i>	-1.10%	-1.10%	5.00%
<i>Past 3 months</i>	13.00%	13.60%	35.20%
<i>YTD</i>	-1.10%	-1.10%	5.00%
<i>Since Inception</i>	13.50%	14.60%	13.60%

*** 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	2404624	\$2,897,973.47	\$3,022,449.41
Total Land Protection Reserves	1264103	\$1,235,301.47	\$1,254,622.74
Total Round the Mountain Funds	855649	\$638,973.54	\$647,505.10
Total Land Protection Reserves minus Round the Mountain funds	408454	\$596,327.93	\$607,117.64
Total Stewardship Reserves	123943	\$51,024.94	\$50,783.18

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

Coastal Mountains Land Trust

Balance Sheet

As of January 31, 2021

Jan 31, 21

ASSETS

Current Assets

Checking/Savings

1010 · Bangor Savings Bank #1898 195,199.32

1015 · CNB Operating Checking #6521 50,044.17

ACQUISITION ACCOUNTS

1110 · BSB Acquisition ICS #8375 662,267.46

1115 · Trillium Fernald's Nk Acq #1778 397,290.61

1120 · Trillium Land Acquisition #0685 195,064.67

Total ACQUISITION ACCOUNTS 1,254,622.74

STEWARDSHIP ACCOUNTS

1150 · BSB Stewardship Savings #0691 4,085.95

1155 · Trillium Stewardship #5932 44,347.12

1160 · CNB Unrestricted Checking #0093 2,350.11

Total STEWARDSHIP ACCOUNTS 50,783.18

RESERVES & ENDOWMENTS

1170 · Trillium Res & Endowments #1928 3,022,449.41

Total RESERVES & ENDOWMENTS 3,022,449.41

1180 · State Unemployment CD #9286 5,796.51

1185 · Petty Cash 200.00

Total Checking/Savings 4,579,095.33

Accounts Receivable

1200 · Pledges Receivable

1205 · Pledges Rec-Bald & Ragged 71,333.32

1210 · Pledges Rec-Beech Hill 5,000.00

1230 · Pledges Rec-Operating 30,000.00

Total 1200 · Pledges Receivable 106,333.32

Total Accounts Receivable 106,333.32

Other Current Assets

1330 · Prepaid Insurance 3,511.51

1340 · Prepaid Land Costs 7,900.00

Total Other Current Assets 11,411.51

Total Current Assets 4,696,840.16

Fixed Assets

1510 · Building-Office 263,004.91

1520 · Landscaping-Office 10,433.25

1530 · Land-Office 43,083.00

1540 · Furniture & Equipment 126,239.69

1580 · Beech Hill Property

1581 · Beech Hill Barn 24,494.35

1582 · Beech Nut Renovation 564,242.73

Total 1580 · Beech Hill Property 588,737.08

1590 · Less accumulated depreciation (470,668.64)

Total Fixed Assets 560,829.29

Other Assets

Coastal Mountains Land Trust Balance Sheet

As of January 31, 2021

Jan 31, 21

1700 · Split-Interest Agreements	
1710 · Beneficial Interest in CRUT	11,917.83
1720 · Beneficial Int. in CRUT/BELL	177,429.31
Total 1700 · Split-Interest Agreements	189,347.14
1740 · Steven GRLE	153,281.64
1800 · Conservation Preserves	
1805 · Conservation Preserves-FMV/Cost	25,572,693.34
1810 · CMLT Allowance for Impairment	(23,968,985.67)
1815 · Preserve Improvements	95,300.15
Total 1800 · Conservation Preserves	1,699,007.82
1850 · Conservation Easements	
1855 · Easements-Basis	3,652,024.00
1860 · CMLT Allowance for Easement	(3,652,024.00)
1865 · Easement Improvements	916,024.35
Total 1850 · Conservation Easements	916,024.35
Total Other Assets	2,957,660.95
TOTAL ASSETS	8,215,330.40
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	14,691.61
Total Accounts Payable	14,691.61
Other Current Liabilities	
2110 · Accrued Vacation	5,640.19
2150 · Accrued Interest	346.21
Total Other Current Liabilities	5,986.40
Total Current Liabilities	20,678.01
Long Term Liabilities	
2512 · Mortgage Payable-Trumbull	9,450.00
Total Long Term Liabilities	9,450.00
Total Liabilities	30,128.01
Equity	8,185,202.39
TOTAL LIABILITIES & EQUITY	8,215,330.40

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

	Apr '19 - Jan 20	Apr '20 - Jan 21	Budget 2020-21
Ordinary Income/Expense			
Income			
Operating Income			
4000 · Contributions Income	318,805.10	407,072.68	345,500
4080 · Capital Campaign Allocations	68,964.46	29,834.60	34,300
4100 · Grants	66,500.00	100,500.00	85,000
4200 · Event Income & Expenses	0.00	5,635.00	6,500
4251 · Beech Hill Farm Income	11,224.55	0.00	0
4310 · Miscellaneous Income	0.00	3.08	0
Total Operating Income	465,494.11	543,045.36	471,300.00
Use of Reserves			
4900 · Release of Restricted Funds	126,749.64	126,302.64	146,644
4910 · Use of Unrest Operating Funds	80,000.00	50,000.00	58,000
Total Use of Reserves	206,749.64	176,302.64	204,644
4960 · PPP Loan Forgiveness	0.00	83,800.00	0
Total Income	672,243.75	803,148.00	675,944
Expense			
6000 · Advertising	335.19	64.61	450
6142 · Community Engagement Exps.	6,824.38	5,308.36	8,000
6150 · Fees	20,749.14	17,603.65	19,750
6180 · Insurance	23,664.66	31,541.52	30,300
6230 · Property Management Expenses	55,636.43	39,901.57	56,260
6246 · Newsletter Expenses	6,967.40	8,823.45	9,000
6250 · Office Expenses	6,785.26	14,053.09	11,500
6256 · Postage and Delivery	3,119.56	3,695.48	4,250
6258 · Printing & Publication Exps	6,559.87	9,251.05	9,000
6260 · Professional Fees	18,197.75	19,009.65	19,750
6297 · Real Estate Taxes	217.26	3,102.45	4,750
6300 · Repairs & Maintenance	5,876.92	2,912.25	5,750
6340 · Telephone & Internet	2,187.78	2,370.52	3,000
6350 · Travel & Ent	17,399.86	10,841.86	22,500
6400 · Utilities	1,864.64	1,567.95	3,500
6560 · Payroll	367,322.84	401,062.34	468,122
Total Expense	543,708.94	571,109.80	675,882
Net Earnings	128,535	232,038	62
Other Income			
Total Investment Income***			
Reserves & Endowments	192,056	748,214	0
Land Acquisition funds	46,744	103,144	0
Stewardship Funds	1,964	12,166	0
*** Sum of 7800, 7805, 7810 and 8800	240,764	863,524	0

Coastal Mountains Land Trust
Restricted Funds and Grants Report

	Balance as of	Activity April-January, 2021 -----						Fund	Less	Add	Cash
	March 31, 2020	Contributions	Grants	Inv Income	Release of	Capital	Interfund	Balance as of	Outstanding	Mortgage	Fund Balance
		(Excl in-kind)		& Appreciation	Funds	Purchases	Transfer	Jan 31, 2021	Pledges	Payable	Jan 31, 2021
				(Net of Fees)	or Withdrawal		(& surplus fund transfers)				
RESERVES & ENDOWMENTS											
<i>Permanently Restricted Funds (PRFs): Managed for long-term protection:</i>											
Land Trust Endowment PRF - Corpus \$47,738.60	47,738.60	5,000.00		15,768.37	(2,367.00)	0.00	0.00	66,139.97			66,139.97
McLellan Poor Preserve Endowment PRF-Corpus \$22k	25,210.43	0.00		8,038.31	(1,404.00)	0.00	0.00	31,844.74			31,844.74
Fernalds Neck Preserve Endowment PRF-Corpus \$550k	550,000.00	0.00		172,652.74	(28,221.00)	(12,768.00)	0.00	681,663.74			681,663.74
<i>Temporarily Restricted Funds (TRFs): Managed per restrictions:</i>											
Land Trust Stewardship Reserve TRF-Contributions total-\$334,819.38)	334,819.38	0.00		0.00	(10,000.00)	0.00	0.00	324,819.38			324,819.38
Conservation Lands Defense TRF-Contributions total-\$224,896.28	224,896.28	0.00		0.00	0.00	0.00	0.00	224,896.28			224,896.28
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
<i>Board Designated Funds (BDFs): Managed for growth of BDFs</i>											
Land Trust Operating Reserve BDF	201,969.06	0.00		63,452.89	(11,013.00)	0.00	0.00	254,408.95			254,408.95
Bald & Ragged BDF - Baseline total \$200,000	200,000.00	0.00		60,377.78	0.00	0.00	(40,000.00)	220,377.78			220,377.78
Land Trust Stewardship Reserve BDF - income from line above	163,417.52	0.00		154,284.39	(21,046.00)	0.00	0.00	296,655.91			296,655.91
Beech Hill Preserve BDF - income from line above	0.00	0.00		89,840.82	(15,642.00)	0.00	1,755.10	75,953.92			75,953.92
Conservation Lands Defense BDF	147,064.03	0.00		118,636.57	(20,201.00)	0.00	0.00	245,499.60			245,499.60
Pendleton BDF	0.00	150.00		11,819.62	0.00	0.00	23,321.75	35,291.37			35,291.37
Howe Hill Farm BDF	0.00	0.00		14,866.37	0.00	0.00	0.00	14,866.37			14,866.37
<i>Unrestricted Invested Funds: Surplus operating funds managed for growth</i>											
Surplus Operating Funds-Short Term Investment	181,715.69	0.00		38,477.23	(50,000.00)	0.00	0.00	170,192.92			170,192.92
TOTAL Reserves & Endowments Investment Account	2,404,623.95	8,571.90	0.00	748,215.09	-159,894.00	-12,768.00	33,700.47	3,022,449.41	0.00	0.00	3,022,449.41
ACQUISITION FUNDS											
<i>Fund managed with unpredictable, near-term use of corpus:</i>											
Fernalds Neck Acquisition Reserve TRF	322,225.66			75,064.95				397,290.61			397,290.61
<i>Funds managed with frequent, unpredictable income and expense:</i>											
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	273,299.16	100,000.00		(4,806.76)		-35,436.35	718,838.42	(71,333.32)		647,505.10
Bald & Ragged Mountains TRF (Trails)	469,866.45				(176.00)	(505,126.80)	35,436.35	0.00			0.00
Bald & Ragged Mountains BDF (Trails)						(60,000.00)	60,000.00	0.00			0.00
Beech Hill Expansion TRF	-63,871.22	40,896.75					27,974.47	5,000.00	(5,000.00)		0.00
Beech Hill Expansion BDF							7,025.53	7,025.53			7,025.53
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				(3,432.88)	(9,800.00)		33,435.58	0.00		33,435.58
Mt. Tuck Region of Interest TRF	-34,399.59	53,544.75			(477.29)	(7,900.00)		10,767.87		9,450.00	20,217.87
Mt. Tuck Region of Interest BDF							20,000.00	20,000.00			20,000.00
General Acquisitions BDF	34,514.46			28,078.67	(2,764.00)		(30,000.00)	29,829.13			29,829.13
TOTAL Acquisition Funds	1,264,103.22	367,040.66	100,000.00	103,143.62	-14,954.64	-582,826.80	85,000.00	1,321,506.06	-76,333.32	9,450.00	1,254,622.74
STEWARDSHIP FUNDS											
<i>Funds managed to expend corpus as soon as possible:</i>											
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	-246.87						728.45			728.45
General Stewardship BDF	815.74			12,166.77				12,982.51			12,982.51
TOTAL Stewardship Funds	123,942.75	-246.87	0.00	12,166.77	-1,454.00	-9,925.00	-73,700.47	50,783.18	0.00	0.00	50,783.18
PROOF	3,792,669.92	375,365.69	100,000.00	863,525.48	(176,302.64)	(605,519.80)	45,000.00	4,394,738.65	(76,333.32)	9,450.00	4,327,855.33

Coastal Mountains Land Trust
Land Protection Committee Minutes
February 12, 2020

Members Present: Heather Rogers (chair), Ian Stewart, Roger Rittmaster, Jackie Stratton, Malcolm White, Sadie Lloyd, Scott Hoyt (by video conference), Courtney Collins, Margo Davis, Jim Krosschell, Lys Pike, Jack Shaida, David Thanhauser, Judy Wallingford

Members Absent: Ryan Gates, Kathy Young, David Noble, Darby Urey

Declarations of Trust for Rockport Shore Preserve, the Summit Tract of the Mount Tuck Preserve, and the Expansion Tract of the Beech Hill Preserve were distributed for review. Committee members were asked for feedback before February 20.

Active Projects

Camden, Rockport, Lincolnville & Hope Area

- 1) Penobscot Park Property, Lincolnville
 - The landowner is willing to donate the property this fiscal year.
 - The Committee recommended acquisition of this property to the Board.
- 2) Town of Lincolnville Property, Lincolnville
 - Heather is looking into the title issues of this property.
- 3) Perkins (Frost Farm), Lincolnville,
 - Jack met David and Heidi Perkins to discuss donating a 50-acre easement on the Moody Mountain ridge. This property is east of the existing Moody Mountain conservation easements, in-between the summit and the newly constructed house on the ridge. The easement would be forever wild, or have minor firewood rights, and would likely allow for public access across the ridge in the future.

Bald & Ragged Mountains Focus Area

- 4) Hart Property, Rockport
 - We are working with potential buyers of the Hart Property (the house surrounded by the Mirror Lake CE) to purchase a section of the lower property along the driveway to allow for the RTM Trail to be built on its alternative path. The buyers need financial assistance from the Land Trust to make their purchase of the property happens.
 - We are making two proposals to the potential buyers.
 - 1. Purchase the lower 15 acres for \$100,000. We will then try to resell most of this, either to Maine Water Co or a third party, keeping a section or an easement for a trail.
 - 2. Purchase the minimum acreage to allow the buyers to complete the transaction.
 - We have received an appraisal of the property that values the 15 acres at \$190,000 and a 5-acre lot on Hope Street at \$85,000. The consensus among staff, the Committee, and the potential buyers is that these numbers are high, but they can be a basis for finding an agreed price with the potential buyers.
 - The Committee recommended acquisition of this property to the Board, pending an agreement based on the appraisal, that meets the Land Trust's goals.
- 5) Griffin Property, Camden

- Ian visited the family last week and asked them to review a list of appraisers.
- Next step is commissioning an appraisal with the family's agreement.

Belfast, Belmont, Northport, Swanville Area

6) Sturup Conservation Easement, Belmont

- Jack met with Burt Sturup and Kim Shelley to discuss donating an easement on a portion of their 100-acre property on Tilden Pond at the mouth of the Ducktrap River. They have owned the property for 50 years and plan to sell it soon, they want to put a forever wild easement on most of the property, excluding the house, an island, and some road frontage. They are meeting in February to discuss a conservation plan for the easement.

7) Elder, Northport

- Rob Elder wants to conserve a 45 acres near the St. Clair Preserve on Knight's Pond Rd. The property is a small, forested hill, on the other side of the road from the Preserve. He is considering both a donated easement and fee donation.

Searsport, Stockton Springs, & Prospect Area

8) Mt. Tuck area projects

- Haas, Stockton Springs
 - The Committee recommended acquisition of this property to the Board, contingent on an appraisal, legal access (acquiring ownership of or access through Beth Smith's Property), and a future site visit by the Committee.
 - site visit for 2/13 postponed; Jack will send out an email to schedule another date.
- Smith, Stockton Springs
 - No Update

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

9) Thanhauser III (near Meadow Brook Preserve), Swanville.

- David has offered to donate the eastern two thirds of the property (see attached map), in fee to the land trust, along with a public access right of way along the northern boundary of the property. David is interested in putting an easement on the retained section of his property, to limit use to fire wood cutting and occupation of an existing cabin.
- The Committee should plan a site visit to this property and Bormet.

Waldo, Morrill, Knox & Brooks Area

No current projects

Active Land Protection Projects, No Updates

Bresnahan Property, Camden and Rockport
 Sherman's Point, Camden
 Hope Orchards, Hope
 Little River-Lower Reservoir Parcels, Northport & Belfast
 Bormet/Thanhauser (Meadow Brook Preserve), Swanville
 Stevens Life Estate Additions, Searsport
 Bowden Point Subdivision, Prospect
 Little River Upper Reservoir, Belfast

McLaughlin, Searsport

Inactive Land Protection Projects

Yates Property, Camden
 Cooper Property, Belfast
 Doak Conservation Easement / Fee sale
 Orwig Property, Rockport
 Mt. Waldo, Frankfort
 Silverio, Lincolnville
 Hope Orchards, Hope
 Babb, Searsport

Coastal Mountains Land Trust
Stewardship Committee Agenda

February 02-09, 2020

Attendees: Gary, Maury, Malcomb, Elizabeth, Bob O

Staff: Ian, Ryan G, Ryan O, Jack

Note*. We will not be spending much time on the updates, please read through them ahead of time and prepare questions. Our goal is to spend all the meeting discussing the questions in the Agenda. However, if there are questions that are generated please ask!

Updates January - February 2021

Organization Updates

Annual Planning has been a major focus of our time for the past month.

**Coastal Mountains Nature Program to host Wing Goodale. Offshore Wind Energy and
Wildlife**

Thursday, February 11

6:00 p.m.

We are co-hosting with the Camden Public Library to present a talk titled *Offshore Wind Energy and Wildlife: What's happening along the East Coast and in Maine*. This Zoom presentation by **Dr. M. Wing Goodale**, Senior Science Director at the Biodiversity Research Institute in Portland, will provide an overview of the offshore wind energy projects on the East Coast of the US; provide an update on activities in Maine; discuss how wildlife (birds and bats in particular) are expected to respond to offshore wind turbines; and discuss what we know about bird movement in the Gulf of Maine.

To participate in this Zoom presentation, you will need a link.

Email Julia at jpierce@librarycamden.org and request a link to attend.

Preserves

Beech Hill Blueberry Fields 1, 2 and Free Pick 2 were mowed this January. Continuing the rotation like this will allow visitors to pick out of field 3 this year for free pick and still be on top of the hill instead of down in the bottom fields.

The Ducktrap snowmobile trail just opened yesterday.

Other

Trail counters- Our volunteer/tinkerer extraordinaire Phil Gaudet has taken on building weatherproof boxes for the 5 new trail counters we purchased as a result of being awarded an L.L Bean/MCHT grant. We are deploying the boxes this Spring across our northern and southern preserves, trails and parking lots to gather some very valuable data that will be helpful for future grants as well as determining where to use resources.

Letters to landowners of easements are being written to go out next month. We are hoping to include more material in the letter this year like a simple survey, landowner materials, etc.

New Trail Projects

Babb

We are under contract to purchase a ~23 acre property along the Mill Brook in Searsport. This trail has a ½ mile trail already on it, as well as potential for another ¼ to ½ mile of trail. The northern work crew spent a day clearing the existing trail with the landowner last month. The preserve will not have a parking lot, but will be accessible by walking from downtown Searsport or via a walking trail from the Searsport school. We plan to close by July 1st.

Beech Hill Extension

Trail builders- Will be meeting with Town 4 Trails LLC for Beech Hill Extension trail. Erin Amadon is the owner operator and has done some work on the Round the Mountain Trail as a Subcontractor through Jed. Erin lives in Troy Maine and attended Unity at the same time as Ryan G. She will be coming out for a site visit and giving CMLT a quote for the machine-built trail. Here is a link to her Instagram Account for examples of her work.

<https://www.instagram.com/town4trailservicesllc/>

RTM-

Jed has signed the contract and plans to return in the spring for Repairs and the build of Phase 2

Trail has been holding up well and we are happy to see the frozen ground and snow covered ground. Thorndike Brook seems to be a popular place still but the parking spilling out into the road seems to have slowed down a bit. We are paying to plow that parking area.

Meadow Brook – Sucker Brook Trail

David T and Cloe have flagged and a loop trail on the Sucker Brook Tract we acquired last year. This is a nice loop that parallels Sucker Brook for a while and eventually makes its way to the grass wetlands along Meadow Brook. It is primarily on existing woods road with a few short sections. Next month we will look closer at this trail, and trails in general in and around Hurd's Pond.

Agenda

1. DOGS-

- Dogs have been a hot issue for trail users on local preserves, particularly with the opening of RTM. Primarily we have been hearing complaints about off leash dogs. Most of our preserves allow dogs on leash, a few allow for dogs off leash, and a few prohibit dogs.
- Stewardship staff have made extra efforts to educate about dogs on our properties. Social Media, new signs and the lend a leash have been our tools so far.
- Going forward We will be playing a more active in person role in reminding folks about the leash requirements while out on our properties.
- Any other thoughts about what we can do to help keep dogs on leash and everyone happy?

2. Recent Easement Violations (This is confidential and please know this is very sensitive information.)

- *Howe house/ Queen Easement-* originally conserved by MBNA and now converted to condos along the Ducktrap River. It was sold from one developer to another in 2020 and the developer has been notified that there is a violation on the property.
- Ryan G came upon the recent activity during the monitoring visit. The new owner has cut and developed an area inside the easement area which is not allowed under the Conservation Easement. Ian and Ryan G have been in contact with Rob Levin, Land Trust attorney to sort through legal matters and process.

- There is a current survey and because of the tree clearing, site work and new foundations the old line is not easily recognizable. We are working towards having surveyor back out to remark the easement area to better define the impacts of the property. Good thing is the new foundations are not in the easement area. Bad news is the new foundations are less than 5 feet (estimate) from the line. We will be working on solutions to this violation and more to come.
- Right now, we are working to establish the location of the line, and will be looking at legal remedies without going to court.

3. Brown Tailed Moth treatment on McLellan-Poor

- Jack met with Doug Johnson of Tree Keepers about a chemical treatment for trees on McLellan-Poor for brown-tailed moths, near Sid Blocks house. This is on the Route 1 side of the preserve. Doug was very helpful and provided all the information this committee requested when this was discussed in December.
- Going forward with similar requests to use pesticide on our property, staff will ask for
 - Treatment type and pesticide
 - Timing
 - Trees to be treated
 - And license of applicators
 - Existence of alternative treatments.
- IF all of the above are provided, and staff determine the impact will be de minimis, roughly 10 or fewer trees, then written permission will be approved.

Minutes for Board Advancement Committee Wednesday Feb 17 2021

1. Board Candidate Matrix: Discuss and finalize if possible

The committee discussed the Board Candidate Matrix Ian presented, then Tom suggested using the existing Board Member Matrix, using it to determine which needs a prospective board member would fill.

2. Board Candidate Spreadsheet: Update

The committee went through the entire Board Candidate spreadsheet, affirming, re-ranking, or removing names from the list. Then a number of new prospects were added, discussed, and ranked. This took a considerable amount of the meeting time.

Gianne proposed a method of approaching people that we all endorsed and will add details to at the next meeting.

3. Board Meeting Evaluation Survey: February or March?

Ian will add this to this month's board package and email to all members to fill out and return to Dan.

4. Report: Adapting the Become a Board Member form and Student Board Member Application

Dan will present a draft of both at the next meeting.

Please take the time to read the literature Ian sent out on Advisory Councils

COASTAL MOUNTAINS
LAND TRUST



Executive Committee

February 9, 2020

4:00-5:00 p.m.

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

1. Dan's check in with Elizabeth

Dan reports that 6-month check-in meeting went well and she really enjoys the group and had some constructive feedback.

2. Development Director Termination

- a. No response from Kathy as to counter proposal made
- b. Job Description – trying to find a middle road between “assistant” and “director.” Dan suggests “development coordinator” which Ian and Malcolm liked as well. Roger suggests considering “communications” as part of job title.
- c. Community Engagement Coordinator

3. Development Committee / Campaigns

Major Gifts discussion

- Nick's comments – as to direction of our major gifts fundraising. He has mentioned Philip Conkling and what he did for the library. Malcolm and Ian point out the differences such as the library being a one time project that people wished to be associated with. We're selling a different product, that requires yearly funding. David Warren is at MCHT and Ian will reach out to him for a discussion and will also try to coordinate a meeting with Philip and Nick to try to strategize ways of engaging new high level donors, especially with all the “zoomtown” people moving in.

Round the Mountain

- No grant from the Recreational Trails Program – we were highest rated applicant but we may have been turned away due to a lack of perceived need. We have \$277,032 remaining, with \$117,032 left with assumed donations. Griffin is budgeted for \$135,000 so that could go down if they provide an easement instead of fee ownership. The goal has been raised again. If we can raise \$100,000 in private donations in 2021 we should be able to wrap up the campaign. Latest from Griffin is perhaps an openness to just doing an easement.

Beech Hill - \$41,000 remaining. Ian is proposing moving \$25,000 from BDF which would leave \$15,000 to go. Consensus to put this on the next board meeting for approval.

Mt. Tuck - \$98,064 remaining. Ian is proposing moving \$10,000 from BDF leaving \$88,000. Looking to raise money through grants and the remaining piece from private donors.

4. Finance

Draft budget – finance committee will review next week.

Allocation of operating surplus will be addressed.

5. Land Protection

- Sturup conservation easement – south end of Tilden Pond. This will be on the board agenda for the next meeting
- 23 Waterville Road, Belfast “Paul Farm” which is being proposed as a subdivision. We would like a trail off the back of the subdivision to connect two conserved properties close to the river.
- Declaration of Trust #1 : Sucker Brook Tract, Meadow Brook

- Declaration of Trust #2: Bormet Tract, Meadow Brook Both of these will be on the board agenda. There is some discussion of whether ATV prohibition needs to be in the DoT – David Thanhauser has an MOU with CMLT that no ATV's will be allowed which should be sufficient. Does David need to recuse himself? No one thought this would be a conflict but it might make sense for him to do so anyways. Ian and David will discuss.

6. Building Committee

Another quote on the roof is in.

7. Stewardship

Ducktrap conference Center Conservation Easement violation. Condo clearing went over the line by 60 feet. Ryan discovered during monitoring.