

Maine Natural Resource Conservation Program

Management Plan

for

Meadow Brook Preserve, St. George



Maine Coast Heritage Trust and the Town of St. George

Amanda Devine, MCHT Regional Stewardship Manager

January 31, 2019

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I. Geographic Information

Site Name: Meadow Brook Preserve
Township/County: St. George, Knox County
Total Site Size: 22 acres
Type of Ownership: Fee
Date Acquired: March 24, 2017

II. Introduction

A. Purpose of Management plan

Conservation of this property was funded by the Maine Natural Resource Conservation Program as compensation for unavoidable impacts to resources under the Maine Natural Resources Protection Act. The purpose of this management plan is to ensure that the property is managed and maintained in perpetuity in accordance with the Project Agreement between Maine Coast Heritage Trust, The Nature Conservancy, and the Maine Department of Environmental Protection.

B. Long-Term Steward and Responsibilities

The Long-Term Steward of the site is the Town of St. George, pending transfer with conservation easement from Maine Coast Heritage Trust. MCHT, as holder of the easement has the right to enter and inspect the premises at any time in a reasonable manner for compliance with the conservation easement, and also has the right to enforce the terms of the easement. The Town of St. George, and subsequent Long-Term Stewards if the property is transferred again, shall implement this management plan and any updates thereto, managing and monitoring the property in perpetuity to preserve its habitat and conservation values in accordance with the MNRCP Project Agreement as recorded in the Knox County Registry of Deeds, Book 5151, Page 45, including but not limited to the obligation to (i) ensure the long-term conservation of the property in accordance with the Project Agreement; (ii) to refrain from converting any portion of the property to uses other than conservation; and (iii) to obtain the written consent of the Maine Department of Environmental Protection and the U.S. Army Corps of Engineers, New England Division prior to encumbrance, assignment or disposition of any interest in the property. Before any action is taken to void or modify the deed, management plan, or long-term protection mechanism, including transfer of title to, or establishment of any other legal claims over the site, 60-day advance notification must be given to MNRCP and the US Army Corp of Engineers district engineer.

C. Management Plan Review

The management plan will be reviewed at a minimum once every 5 years by the Long-Term Steward. The plan may be revised or supplemented with additional information and management recommendations. Any revisions other than edits that change the management actions beyond standard maintenance activities will be reviewed with MNRCP, MDEP and U.S. Army Corps of Engineers.

III. Property Description

A. Setting and Location

The Meadow Brook Preserve is located off of Turkey Cove Road, near the western edge of the St. George Peninsula and just south of the southern extent of Otis Cove, a small embayment along the eastern shore of the St. George River (Map 1). It is within the Lower Saint George River Focus Area of Statewide Ecological Significance, and encompasses estuarine, palustrine, and riverine wetlands as well as upland forest. Meadow Brook, a perennial stream, runs west-northwesterly into Otis Cove, and forms a portion of the eastern property boundary. The preserve is entirely undeveloped at the time of writing and is adjacent to other lands owned by the town of St. George.

B. Directions and Access

The Meadow Brook Preserve has 730 feet of frontage on Turkey Cove Road. From U.S. Rt. 1 in Thomaston, turn right onto Rt. 131 S/High Street. After 6.9 miles, turn right onto Wallston Road, and drive 1.4 miles, then turn right onto Turkey Cove Road. The property's road frontage begins about 30 feet northeast of the eastern bank of Meadow Brook. Legal public access is from Turkey Cove Road. At the time of writing there is no parking other than along the road shoulder. Pending identification of a suitable site on the preserve, a small parking area will be developed off Turkey Cove Road within the next 2-3 years.

C. History and Land Use of Property

1. Acquisition History

Located within the Lower Saint George River Focus Area of Statewide Ecological Significance, and the largest unfragmented forested block in St. George, the Meadow Brook Preserve was of significant conservation interest to MCHT and its local partners. To date, the Town of St. George, the Tenants Harbor Water District, and the Boy Scouts of America have acquired more than 200 acres within this block along the Meadow Brook corridor. What is now the preserve was an obvious gap in conservation connectivity. When the landowner passed away and the property was listed for residential development, MCHT took the opportunity to negotiate a deal with her heirs. The property was assessed at \$114,000; when MNRCP awarded MCHT \$95,000, the owner was amenable to a bargain sale for that amount, so the grant covered the entire acquisition.

2. Land Use

There are virtually no signs of recent land use on the preserve. Some degree of forestry and/or agriculture has almost certainly taken place at some point, but nothing concrete is known to any involved parties at the time of writing, and there are no obvious signs of recent use. The property is occasionally used by residents for deer and waterfowl hunting.

3. Cultural Features

Other than a few boundary markers and remains of a stone wall along the southern boundary, there are no man-made features outside of the road right-of-way along Turkey Cove Road.

4. Historic or Archaeological Sites

There are no known historic or archeological sites on the preserve.

5. Existing Easements or Other Restrictions

The MNRCP Project Agreement requires that “any construction or maintenance of trails or forestry activity shall be conducted in such a manner as to avoid any disturbance to wetland habitat and buffers or habitat for sensitive species.” It further specifies that the property “shall be forever used, operated and maintained in its current undeveloped and open space condition, for the long-term protection of wetlands, [and] conservation of wildlife and other natural resources.” Additionally, MCHT holds a conservation easement over the property to further ensure that MNRCP requirements are met.

No other information regarding any current easements, covenants, restrictions, or rights-of-way was provided by the Town of St. George or the Knox County Registry of Deeds.

6. Legal Documents Appendix

A copy of the recorded quitclaim deed from John A. W. McGrath to MCHT, Project Agreement signed by MCHT and MNRCP, First Amendment to the Project Agreement signed by MCHT and MNRCP, recorded Notice of Project Agreement between MCHT and MNRCP, recorded quitclaim deed excepting and reserving a conservation easement from MCHT to the Town of Saint George and a legal description of the property, and signed Management Agreement between MCHT and the Town of Saint George are included in Appendix A.

D. Adjacent Land Uses

The parcels abutting the preserve to the north and south are both currently used for residential purposes, each supporting a single-family residence near Turkey Cove Road and forested or otherwise undeveloped back land. The parcel to the east is owned by the Town of St. George, and is predominantly forested. The portion of this parcel along Wallston Road, due east of the preserve’s eastern boundary by around 1800 feet, is currently used as the town transfer station.

IV. Natural Resources

A. Aquatic Resources

The Meadow Brook Preserve includes approximately 4.1 acres of freshwater forested wetland that generally match the description of Spruce-Fir Cinnamon Fern Forest (*sensu* Gawler and Cutko 2010); 6.4 acres of estuarine intertidal wetland (*Spartina* Saltmarsh *sensu* Gawler and Cutko 2010); and 2400 linear feet of frontage on Meadow Brook. Toward the eastern side of the property, the *Spartina* Saltmarsh takes on characteristics of a more brackish system, with prairie cordgrass (*Spartina pectinata*) and saltmarsh tuber rush (*Bolboschoenus maritimus*) present. Head of tide is thought to be just east of the property boundary. An ephemeral stream runs north through the preserve and enters Meadow Brook about one third of the way east along the channel from the western property boundary.

These systems appear to be in reasonably good condition, though the invasive green crab is abundant in Meadow Brook, and the road crossing along Turkey Cove Road appears to cause some amount of tidal restriction during an ebbing tide. In conversations between MCHT and Maine Department of Marine Resources (DMR) staff, DMR expressed some interest in

improving the road crossing, though fish passage appears to be unimpaired. This crossing is not on the preserve *per se* and addressing any such restoration is beyond the scope of this management plan.

B. Baseline Description of Biological Resources

1. Biological Species and Communities

Dominant natural community types in the project area include: White Pine-Mixed Conifer Forest; Red Oak-Northern Hardwood-White Pine Forest; Spruce-Fir-Cinnamon Fern Forest; Brackish Marsh; and Mixed Graminoid-Forb Saltmarsh. Cowardin wetland types in the project area include palustrine forested, riverine upper perennial, riverine lower perennial, estuarine intertidal emergent, and estuarine intertidal unconsolidated. No non-native invasive plant species or forest pests have yet been identified on the property, and there are no signs of recent significant disturbance other than small canopy gaps and single tree fall.

2. Wildlife, Including Endangered, Threatened and Rare Species

No Endangered, Threatened, or Rare species have been identified on the preserve.

Several Maine bird Species of Greatest Conservation Need and Special Concern bird species are known to occur regularly on the property based on sightings data; these are listed in Appendix C. Sea-run rainbow smelt are known to utilize Meadow Brook, and American eels are also present. Several minnow species were observed in the brook, but not identified to date. Species of other taxa, including listed bat species, may also present, but comprehensive plant and animal surveys have not been completed to date.

All intertidal portions of the property are mapped as Significant Tidal Waterfowl and Wading bird Habitat. White-tailed deer sign is abundant throughout the property, especially along the forest-marsh boundary, and a large river otter latrine was observed on the southeastern portion of the property (Map 4).

C. Soils & Geology

The USDA Soil Conservation Service for Knox County shows soils on the preserve to include Boothbay silt loam, 3 to 8 percent slopes; Lyman-Rock outcrop-Tunbridge complex, 8 to 15 percent slopes; Sulfihemists and Sulfaquents, frequently flooded; and Swanville silt loam, 0 to 3 percent slopes. This latter soil type makes up most of the preserve's soils. Soils are depicted in Map 2.

Like so much of eastern coastal Maine, the preserve is underlain by Devonian granite. Surficial geology is mapped as fine-grained glaciomarine deposits, mostly silts and clays with smaller components of sand and gravel. As bedrock and surficial geology are uniform throughout the preserve, no map is included in this plan.

D. Hydrology and Topography

Topography of the property slopes gently from the southern boundary northerly toward Meadow Brook, with the ephemeral stream drainage incising that slope towards the western third of the property. The northern portion of the property – the stream channel and surrounding tidal wetlands – are generally flat, outside of salt pannes and other microtopographic features, and between 4 and 6 feet above current mean sea level. Wetland inputs derive from surface water and

tidal fluctuation. The ephemeral stream draining north into Meadow Brook may be connected to a small pond on the privately-owned property to the south, though at the time of writing this has not been field-truthed. Hydrological features and 2' contour intervals are shown in Map 3.

E. Summary of Restored or Enhanced Resources

Not applicable

F. Threats (existing or potential)

There are currently no immediate, existing threats to the property, now that it has been conserved. There are a few potential threats (discussed below), but the risk of serious impact is likely to be low.

1. Dumping

Dumping of household trash and other debris (car batteries, tires, used motor oil) has been problematic in the pullout just northeast of the northern corner of the property, on the other side of Turkey Cove Road. This occurs sporadically and is cleaned up by the property owners.

2. Non-native invasive organisms

Green crabs are plentiful along tidal portions of Meadow Brook (which includes all of the brook on the preserve); at the time of writing there are no feasible control strategies. No invasive plant species have yet been detected, but they are common on the St. George peninsula and should be aggressively monitored for.

3. Unsanctioned motor vehicle use (including parking)

This has not been a problem on the preserve to date, but could be once a parking area and trail are created. It will be important to design the trailhead so that ATV use is deterred; preserve soils are not appropriate for wheeled vehicles for most of the year. Snowmobile use would likely not be problematic, but it would be challenging to prevent ATV use and allow snowmobile use, and better to err on the side of no motorized vehicle use than trying to pick and choose.

Parking is included as a potential threat here, as once a parking area is developed, there is the chance kayakers who launch their boats across the road could use the parking area (which would then keep preserve visitors from being able to park). Routine monitoring and clear signs will be important.

V. Management Vision & Goals

Maine Coast Heritage Trust and the Town of St. George envision the Meadow Brook Preserve to be used for moderate levels of non-motorized, daytime public outdoor enjoyment, including hiking, nature observation and education, and hunting in season and following state and local regulations. Pending identification of a suitable location with safe sight lines, a small (2-3 car) parking area will allow vehicles to park safely off of Turkey Cove Road, and a carefully laid out hiking trail will take visitors to scenic views and places, while keeping foot traffic off of easily damaged soils and out of especially sensitive habitat (including wetlands). A long-term vision is for this trail to eventually

continue onto adjacent land owned by the Town and the Boy Scouts of America, providing a more robust hiking experience. Ensuring that ecological values of the preserve are not adversely impacted by human use and management is paramount, thus attention will be given to ensuring the trail is sustainably built and well-sited. The forest is intended to be managed in a “forever wild” manner, with forestry activities limited to trail maintenance (including removal/felling of trees as needed to maintain the trail), limited pruning for views, addressing immediate threats of pests, pathogens, and fire, and invasive plant management should any invasives ever colonize the property. Regular monitoring will seek to ensure use levels are appropriate and not impacting natural resources, and help direct care for preserve infrastructure. Specific actions, listed below, are designed to meet goals which in turn have been developed to uphold the conservation targets for the property.

Target: Ecological Values

Goal: Ensure human use and management do not detract from ecological values

Actions:

- Monitor regularly (every 2-3 weeks during summer and fall, and monthly the rest of the year)
- Monitor for invasive plant species and control immediately if they are identified
- Mark and maintain boundaries, walking them at least yearly
- Monitor trailhead, placing boulder or bollard to prohibit vehicle access if it becomes necessary

Goal: In general, allow natural processes to dominate

Actions:

- Limit vegetation management to parking lot and trail building/maintenance, selective pruning to accentuate views from trail, and hazardous tree removal along trail corridor.
- Monitor for and close any unsanctioned trails that develop

Target: Public Recreation and Community Benefit

Goal: Develop and manage preserve for non-motorized daytime public recreation

Actions:

- Seek funding sources outside of Town budget
- Pending identification of a suitable site, work with partners to build and maintain 2-3 car gravel parking area that accounts for safe sight lines and neighbor privacy, while being visible enough from the road so as not to encourage undesirable activities
- Work with partners to build and maintain a hiking trail that traverses property south of the brook, accentuating scenic areas and views while avoiding sensitive habitats and unsuitable soils
Create and install kiosk and signs to inform visitors of guidelines, special sightings, or events (such as guided walks)
- Reach out to Girl and Boy Scouts, St. George School, and other potential organized users to let them know about the preserve’s availability
Develop preserve map showing parking, trails, and any other visitor infrastructure
- List preserve on Town website

- Engage volunteers and local groups in stewardship of the preserve

Target: Scenic Values

Goal: Uphold scenic values of preserve for passers-by and preserve visitors

Actions:

- Remove trash/debris from property promptly
- Site signs so they are visible from Turkey Cove Road but not obtrusive

A. Permitted Uses:

- Non-motorized/mechanized recreation (hiking/walking, snowshoeing, cross-country skiing)
- Hunting and fishing
- Dogs, on leash or under voice control
- Organized educational events (such as by school groups)

B. Prohibited Uses:

- Off-road/motorized vehicles
- Camping
- Fires
- Cutting or removal of vegetation

C. Public Use Guidelines:

- Carry out all waste, including solid human and pet waste
- Day-use only
- Fires are prohibited
- Keep dogs under control
- Respect abutting private property
- Avoid disturbing plants and wildlife

VI. Funding and Task Prioritization

A. Funding

The Town of St. George will oversee implementation of the management plan including the periodic review and update as needed, monitoring activities, and long-term stewardship of the property through its Conservation Commission. With assistance from stewardship volunteers, and Maine Coast Heritage Trust and the Georges River Land Trust, the Town will maintain and monitor the Preserve in perpetuity. Upfront costs will be met with through the Town's annual budget and supplemental funding sources (such as Maine Outdoor Heritage Fund). Table 1 summarizes the anticipated up-front costs for the preserve, and Table 2 summarizes the anticipated annual costs for long-term management. Funding of upfront and annual costs through the Town's annual budget is contingent on approval by the voters at the Annual Town Meeting.

B. Task Prioritization and Cost Estimates

Table 1. Cost of up-front actions

Action	Priority	Target Date	Completed By	Cost	Notes
Boundary Line Marking	1	Winter 2018-19	Steward & volunteers	\$1000	
Parking Lot Development	2	Summer 2019	Contractor	\$8,000	
Trail Planning & Development	3	Spring-Fall 2018-19	Steward & volunteers	\$500	
Signs & Kiosk	2	Summer-Fall 201	Steward & volunteers	\$500	

Total Start-up Costs: \$10,000 (to be funded through Town budget and outside grants)

Table 2. Estimated Annual Costs

	Cost per year*	Notes
Trail Maintenance	No cost	Performed by Conservation Commission and volunteers
Parking Lot Maintenance	\$200	Estimated to be \$1000 every 5 years
Sign Maintenance/replacement	\$50	
Trash Removal	No cost	Dump fees waived; performed by Conservation Commission and volunteers
Brochures, Information	\$50	
Boundary Marking (every 5 years)	\$100	Estimated to be \$500 every 5 years
Management Plan Update/Review (after 5 years, then after 10	No cost	Completed by Conservation Commission/MCHT staff

Total Annual Costs: \$400 (to be included in Conservation Commission annual budget)

Appendix A. Legal Documents

REAL ESTATE TRANSFER TAX PAID

QUITCLAIM DEED
with COVENANT
(Maine Statutory Short Form)



VOL 5151 PG 44
03/30/2017 03:35:41 PM
1 Pages

Instr # 2017-2478
ATTEST Lisa J. Simmons, Knox Co Registry of Deeds

KNOW ALL BY THESE PRESENTS, that JOHN A. W. MCGRATH, of 20 Central Street, Marblehead, MA 01945, for valuable consideration, does hereby GIVE, GRANT, CONVEY and RELEASE unto MAINE COAST HERITAGE TRUST, a Maine nonprofit corporation with offices at 1 Bowdoin Mill Island, Suite 201, Topsham, ME 04086, its successors and assigns, WITH QUITCLAIM COVENANTS, a certain lot or parcel of land, together with any improvements thereon, being the land at Turkey Cove Road, so-called, in the Town of St. George, Knox County, State of Maine more particularly described as follows:

Beginning at the Easterly side of the town road leading from Simmon's Corner to Turkey Cove, and at the Northerly line of land of the heirs of Joseph Giles;
Thence by said road northerly about forty rods, more or less, to land of Charles Fountain;
Thence Easterly by said Fountain's land to land of Alfred Thompson;
Thence Southerly by said Thompson's land to the Meadow Brook;
Thence Southerly by the said Brook to stake and stones at land of said heirs of Joseph Giles;
Thence Westerly by said Giles heir land to the place of beginning.
Containing about twenty-four acres, more or less.

Meaning and intending to convey, and hereby conveying, the first described parcel in a deed of distribution from John A.W. McGrath, Personal Representative of the Estate of John Adan Waldo, to John A.W. McGrath, dated September 28, 1999 and recorded in the Knox County Registry of Deeds at Book 2424, Page 270.

I DO COVENANT with the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

IN WITNESS WHEREOF, the said JOHN A.W. MCGRATH has hereunto set his hand and seal this 29th day of March, 2017.

Witness

JOHN A.W. MCGRATH

STATE/Commonwealth Maine
COUNTY OF Sagadahoc

March 29th, 2017

Then personally appeared before me, the above named JOHN A.W. MCGRATH and acknowledged the foregoing instrument to be his free act and deed.

Notary Public/Attorney at Law

John Manville
Bar # 655

NOTICE OF PROJECT AGREEMENT

MAINE NATURAL RESOURCE CONSERVATION PROGRAM "Meadow Brook Wetlands Project"

The **MAINE COAST HERITAGE TRUST** (the "Owner") is the owner of certain real property located in the Town of St. George, Knox County, State of Maine, more particularly described in the **Exhibit A** to which this Notice is attached (the "**Protected Property**").

The Owner has acquired the Protected Property with funds received from The Nature Conservancy pursuant to a Maine Natural Resource Conservation Program Project Agreement between The Nature Conservancy ("TNC"), the State of Maine, Department of Environmental Protection ("DEP"), and the Owner, dated March 23, 2017 (the "Project Agreement"), a copy of which is kept at the offices of TNC, 14 Maine Street, Suite 401, Brunswick, Maine 04011 and the offices of DEP, State House Station 17, Augusta, Maine 04333.

The purpose of the Project Agreement is to provide funding to the Owner, pursuant to an In Lieu Fee Program Instrument between The State of Maine, Department of Environmental Protection and the New England District U.S. Army Corps of Engineers (the "Corps"), dated September 21, 2011 (the "In Lieu Fee Program Instrument"). By acceptance of funding and acquisition of the Protected Property, the Owner agrees that the terms and conditions of the Project Agreement shall be a covenant running with the land, and shall be binding upon Owner, its successors and assigns as owner of the Protected Property.

The purpose of the In Lieu Fee Program Instrument is to acquire, restore and/or enhance, and to permanently protect, properties that will compensate for unavoidable adverse impacts to significant wildlife habitats, wetlands and other waters of the State of Maine resulting from activities authorized under the Maine Natural Resources Protection Act, the federal Clean Water Act and/or the federal Rivers and Harbors Act.

The Owner has executed and recorded this Notice as notification and confirmation of its obligations, as set forth in the Project Agreement, to: 1) ensure the long-term conservation of the Protected Property in accordance with the terms of the Project Agreement; 2) refrain from converting any portion of the Protected Property to uses other than conservation; and 3) obtain the written consent of DEP and the Corps prior to encumbrance, assignment or disposition of any interest in the Protected Property.

The Protected Property may not be conveyed, transferred, or further encumbered without including a specific reference to the terms and conditions of this Project Agreement, including the Book and Page of recording of this Notice. Notice under the Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law. In addition, the Owner confirms that in the event of condemnation of any or all of the Protected Property, it shall pay to the DEP, by and through its Maine Natural Resource Conservation Program, fifty-three and nine-tenths percent (53.9%) of the eminent domain proceeds paid to the Owner.



IN WITNESS WHEREOF, the Owner has set its hand and seal this 29 day of
MARCH, 2017.

MAINE COAST HERITAGE TRUST

By: [Signature]

Its: VP Finance & Administration

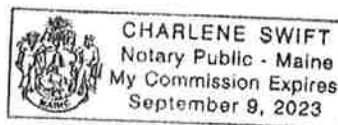
STATE OF
COUNTY OF

On this 27th day of March, 2017, before me personally appeared
Valerie J. Dahl, to me personally known, who, being by me duly sworn did
say that ~~she~~ she is the Vice President of Finance & Administration of the corporation named in the foregoing
instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and
acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public

My Commission Expires: 09-09-2023



MAINE NATURAL RESOURCE CONSERVATION PROGRAM PROJECT AGREEMENT

Regulatory Entities: Maine Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers, New England District (Corps).

Fund Administrator: The Nature Conservancy, a District of Columbia nonprofit corporation with a local office in Brunswick, Maine (TNC).

Cooperating Entity: Maine Coast Heritage Trust, a non-profit corporation organized and existing under the laws of the State of Maine (MCHT or Cooperating Entity).

Project Name and Location: Meadow Brook Wetlands Project, in the Town of St. George, Knox County, Maine (Project).

Premises Covered by this Agreement: Certain property along Turkey Cove Road and Meadow Brook in St. George, Knox County, Maine, containing approximately 22.45 acres, and shown on the map attached as Exhibit B (Premises).

Description of Project: This project will conserve approximately 22.45 acres of land by fee simple acquisition on or before April 1, 2017, unless extended by the mutual agreement of the parties. The Premises includes approximately 5.15 acres of forested freshwater wetland, 1.2 acres of estuarine subtidal and 5.5 acres of estuarine intertidal coastal wetland, 702 linear feet of freshwater stream and approximately 10.6 acres of upland buffer. The property abuts conservation land owned by the Town of St. George and lies within the Lower St. George River conservation area of statewide ecological significance. MCHT, the cooperating entity, will own and manage the Premises for its natural resource values including recreation and wildlife habitat protection.

Project Cost:

Maine Natural Resource Conservation Program (MNRCP) Contribution:	\$ 95,000
Other Project Cost:	\$ 81,300

Management and Use of Premises: No later than March 1, 2018, or within one year of acquisition by MCHT, but in no event later than June 1, 2018 the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and the Corps, a long-term Management Plan for the Premises that includes a detailed description of long-term management needs, the annual cost estimates to address them, and a funding mechanism to meet those needs. The approved Management Plan, as it may be amended from time to time by Agreement of the Cooperating Entity, TNC, DEP and the Corps, shall be kept on file in the offices of TNC. All use of the Premises shall be in accordance with the Management Plan. Without limiting the generality of the foregoing, the Cooperating Entity agrees that any construction or maintenance of trails or forestry activity shall be conducted in such a manner as to avoid any disturbance to wetland habitat and buffers or habitat for sensitive species.

Term of Monitoring Obligations: Not applicable.

Expiration of Funding Commitment: TNC's obligation to pay the MNRCP Contribution to the Cooperating Entity shall expire, at TNC's option, on March 29, 2018.

Payment: TNC shall pay the MNRCP Contribution as follows:

- a) Up to \$85,500 will be paid to the Cooperating Entity following TNC's receipt and approval of the documents listed in Exhibit A's General Provisions (Section C) and closing schedule for the acquisition of the Premises and
- b) \$9,500 will be paid to the Cooperating Entity by TNC for long-term management and stewardship of the Premises following receipt and approval of the Management Plan.

Any additional project costs above the MNRCP award is the sole responsibility of the Cooperating Entity.

TNC, DEP, and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 38, Maine Revised Statutes, Section 480-Z, as amended, and with the terms, conditions, plans, and specifications of the Project, incorporated herein by reference.

Subject to the availability of funds for this purpose, TNC hereby agrees, in consideration of the agreements made by MCHT herein, to pay to MCHT the MNRCP Contribution amount set forth above. MCHT hereby agrees, subject to receipt of funds made available to MCHT under this Agreement, and in consideration of the agreements made by TNC herein, to implement the Project in accordance with this Agreement.

Exhibits: The following exhibits are hereby incorporated into this Agreement:

Exhibit A General Provisions

Exhibit B Project Boundary Map

Exhibit C Form of Notice of Project Agreement

In witness whereof, the parties hereto have executed this Agreement as of the 23rd day of March, 2017 by their duly authorized representatives.

SIGNATURES FOLLOW

THE NATURE CONSERVANCY

By: 
Alexandre H. Mas,
Associate State Director - Conservation

MAINE COAST HERITAGE TRUST

By: 
Print Name VALERIE J. DARR
Its VT France Administration

**STATE OF MAINE
Department of Environmental Protection**


By: 
Paul Mercer,
Commissioner

EXHIBIT A GENERAL PROVISIONS

The Cooperating Entity specifically recognizes that the Project creates an obligation to acquire, use and maintain the Premises consistent with Title 38 M.R.S. Section 480-Z, and the following requirements:

A. AUTHORITY: The Cooperating Entity warrants and represents that: it possesses the legal authority to apply for the MNRCP Contribution and to otherwise carry out the Project in accordance with the terms of this Agreement; and that a resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by TNC or the DEP and to enter into this Agreement. If the Cooperating Entity is a non-governmental organization, it shall provide TNC with a current certificate of good standing and a copy of its bylaws and articles of incorporation. In addition, the Cooperating Entity shall notify TNC immediately of any change in its corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against the Cooperating Entity that may affect the commitments and obligations agreed herein.

B. USE OF FUNDS: The Cooperating Entity shall use moneys received under this Agreement only for the purposes of accomplishing the Project.

C. CLOSING PROCEDURES FOR PROJECT FUNDING AND ACQUISITION: No funds shall be disbursed under this Agreement prior to TNC receipt and approval of photocopies of the following:

1. The fully executed purchase and sale agreement for the Premises;
2. Current appraisal of the Premises;
3. Current environmental assessment of the Premises, evidencing no environmental factors which negatively affect the conservation or fair market value of the Premises;
4. Property survey with geographic coordinates showing that a) the boundaries of the Premises are not in dispute and b) there are no encroachments that would interfere with the use of the Premises for their intended purposes under this Agreement;
5. Current title insurance commitment;
6. The final deed draft;
7. Executed Notice of Project Agreement, in the form attached hereto as Exhibit C;
8. An original counterpart of an escrow letter provided by TNC for receipt and disbursement of funds at closing, which has been countersigned by the Cooperating Entity's approved closing agent;
9. Draft settlement statement indicating proposed disbursement of funds.

Closing funds shall be delivered to an escrow agent approved by TNC prior to Closing to be disbursed in accordance with the settlement statement upon recording of the deed or conservation easement.

In addition, within 45 days following the recording of documents, the Cooperating Entity shall provide TNC and DEP with copies of the recorded deed or conservation easement, the recorded Notice of Project Agreement, the signed settlement statement and the title insurance policy.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity agrees that the Premises shall be forever used, operated and maintained in its current undeveloped and open space condition, for the long-term protection of wetlands, conservation of wildlife and other natural resources, and in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z and in accordance with the Management Plan for the Premises.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity agrees to maintain records, documents and other evidence pertaining to all costs and expenses incurred in sufficient detail to reflect all costs and expenses for which payment or reimbursement is claimed. These records shall be maintained for a period of three years after closing on the purchase of the Premises. The records of the Cooperating Entity pertaining to the Project shall at all times within such three-year period be available for inspection, review and audit by DEP and TNC. Any expenditure of the MNRCP Contribution by the Cooperating Entity that TNC determines, in its sole reasonable discretion, are not permitted hereunder shall be promptly repaid by the Cooperating Entity (or deducted from any subsequent payments hereunder by TNC).

F. PROCUREMENT: The Cooperating Entity shall follow its own policies with regard to documentation of procurements and maintain documentation of such policies. If the Cooperating Entity does not have written procurement policies, it shall retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation shall include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

G. REPORTING AND ANNUAL MONITORING REQUIREMENTS:

1. For fee acquisition, no reports by the Cooperating Entity are required, other than the forwarding of a complete copy of the closing package within 45 days of closing.
2. For conservation easement projects, the Cooperating Entity shall submit a report detailing the status of the Premises, on or before one year from the date of the recording of the conservation easement.

H. ASSIGNMENT: This Agreement may not be assigned by the Cooperating Entity in whole or in part without the prior written consent of TNC and the DEP.

I. LOBBYING AND POLITICAL CAMPAIGNING: The Cooperating Entity shall not use any portion of funds transferred under this Agreement to engage in any lobbying. The Cooperating Entity shall not use any portion of funds transferred under this Agreement to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

J. RIGHT OF ENTRY: The DEP, the Corps and TNC, their employees, agents and

representatives, shall each have the right to enter the Premises to assure compliance with the terms of this Agreement, any conservation easement purchased pursuant to this Agreement and any applicable laws.

K. PRIOR NOTICE AND APPROVAL REQUIRED PRIOR TO TRANSFER OF

PREMISES: Prior to any encumbrance, assignment, disposition or transfer, in whole or in part, of the Premises or any interest therein, other than a conservation easement or declaration of trust to another qualified entity, or, if the interest being acquired is a conservation easement, any amendment or termination thereof, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DEP and to the Corps, and shall obtain their written consent to such encumbrance, assignment, disposition, transfer, amendment or termination, as the case may be. Any amendment or termination of a conservation easement is not valid unless it complies with the applicable provisions of 33 M.R.S. §§476 to 479-C. Notice under this Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law.

L. NOTICE OF PROJECT AGREEMENT: Prior to payment of any funds hereunder, the Cooperating Entity shall submit to TNC, for its approval, a notice of project agreement, substantially in the form attached hereto, and shall record this notice with the local land records office.

M. CONDEMNATION: In the event of condemnation of any or all of the Premises, the DEP, by and through its Maine Natural Resource Conservation Program or another fund designated by the DEP and TNC, shall receive a share of the proceeds of such condemnation received by the Cooperating Entity, based on the MNRCP proportion of the total cost of the Project, namely fifty-three and nine-tenths percent (53.9%).

N. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement, or in the event of dissolution of the Cooperating Entity, the DEP may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default: (a) the right to require specific performance on the part of the Cooperating Entity; and (b) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity transfer title to the Premises to the DEP or a successor designated by the DEP under such terms and conditions as the court may require. In the event that the DEP exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DEP for its costs of enforcement and collection, including reasonable attorney fees.

O. MEDIA ANNOUNCEMENTS: The DEP, TNC and the Cooperating Entity shall have the opportunity to review and comment on proposed media announcements concerning the Project prepared by any party to this Agreement.

P. INDEMNITY: The Cooperating Entity shall defend, indemnify, and hold harmless TNC and DEP against any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of the Cooperating Entity's employees or agents in connection with this Agreement or the Premises. No legal partnership or agency relationship is established

by this Agreement. No party is authorized or empowered to act as an agent, employee or representative of the others.

Q. TERMINATION: TNC shall have the right to terminate this Agreement for any reason upon 30 days prior written notice to the Cooperating Entity, DEP and the Corps, in which event payment for work satisfactorily completed by the Cooperating Entity will be adjusted accordingly. Without limiting the generality of the foregoing, the Cooperating Entity understands that TNC may terminate this Agreement in the event that the Cooperating Entity is not making sufficient progress towards the completion of the Project, including, without limitation, entering into a binding purchase and sale agreement to purchase the Premises or raising sufficient funding to pay the Other Project Costs. In addition, it is understood that TNC shall have no obligation to provide funding under this Agreement beyond the Expiration Date.

R. CONFLICTS OF INTEREST: Prior to the commencement of any work under this Agreement, the Cooperating Entity shall have executed and delivered to TNC a Disclosure Form regarding potential conflicts of interest, in a form provided to the Cooperating Entity by TNC. If any material misrepresentation in the Disclosure Form is discovered during the term hereof, TNC may elect to declare this Agreement null and void and any payments hereunder not yet expended shall be promptly returned to TNC.

S. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the event that the DEP ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor. In the event that TNC ceases to exist, the rights and responsibilities of that party shall vest in an entity designated by the DEP.

T. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

EXHIBIT B PROJECT MAP

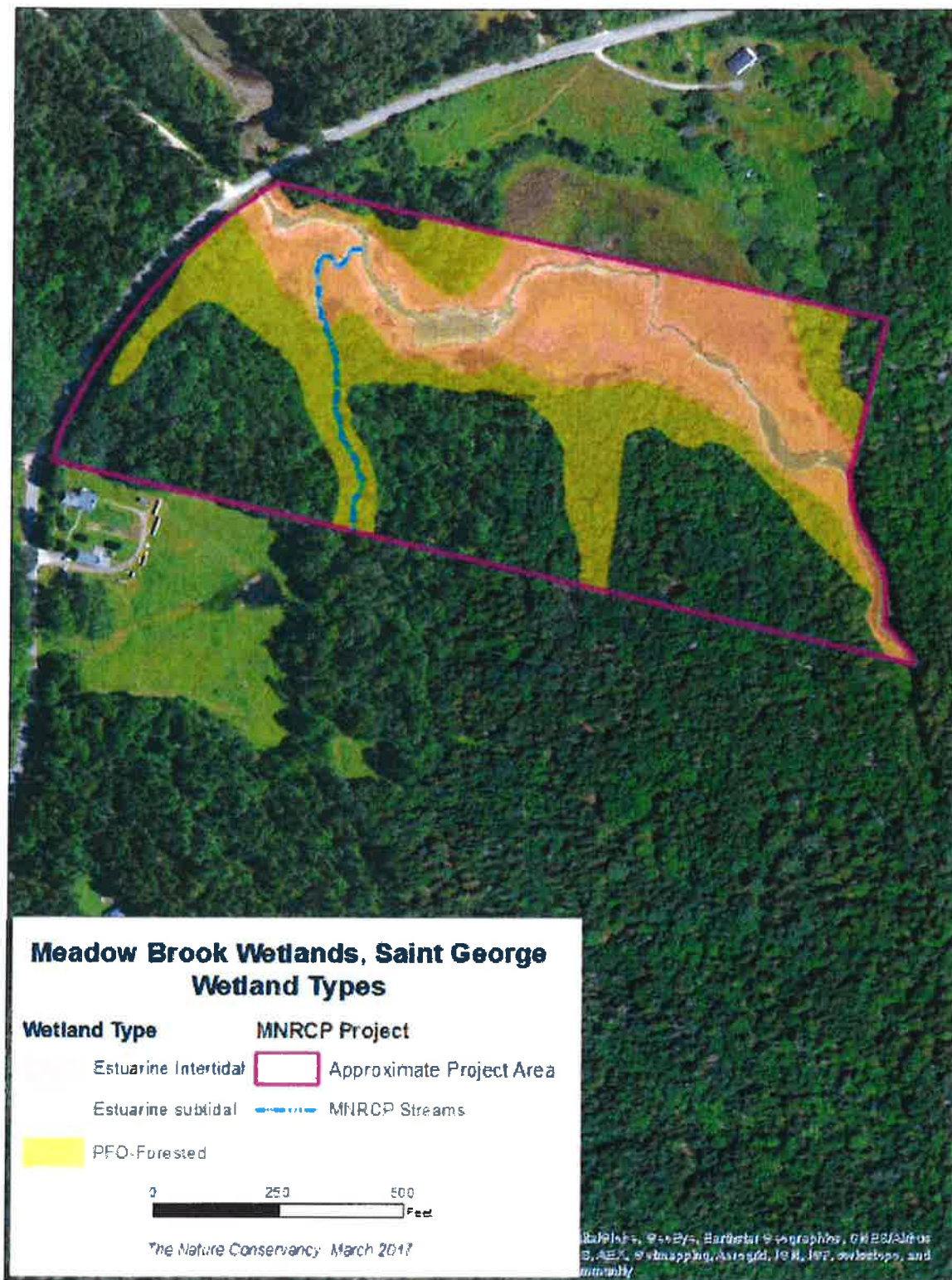


EXHIBIT C

NOTICE OF PROJECT AGREEMENT

MAINE NATURAL RESOURCE CONSERVATION PROGRAM **"Meadow Brook Wetlands Project"**

The **MAINE COAST HERITAGE TRUST** (the "Owner") is the owner of certain real property located in the Town of St. George, Knox County, State of Maine, more particularly described in the **Exhibit A** to which this Notice is attached (the "**Protected Property**").

The Owner has acquired the Protected Property with funds received from The Nature Conservancy pursuant to a Maine Natural Resource Conservation Program Project Agreement between The Nature Conservancy ("TNC"), the State of Maine, Department of Environmental Protection ("DEP"), and the Owner, dated _____ (the "Project Agreement"), a copy of which is kept at the offices of TNC, 14 Maine Street, Suite 401, Brunswick, Maine 04011 and the offices of DEP, State House Station 17, Augusta, Maine 04333.

The purpose of the Project Agreement is to provide funding to the Owner, pursuant to an In Lieu Fee Program Instrument between The State of Maine, Department of Environmental Protection and the New England District U.S. Army Corps of Engineers (the "Corps"), dated September 21, 2011 (the "In Lieu Fee Program Instrument"). By acceptance of funding and acquisition of the Protected Property, the Owner agrees that the terms and conditions of the Project Agreement shall be a covenant running with the land, and shall be binding upon Owner, its successors and assigns as owner of the Protected Property.

The purpose of the In Lieu Fee Program Instrument is to acquire, restore and/or enhance, and to permanently protect, properties that will compensate for unavoidable adverse impacts to significant wildlife habitats, wetlands and other waters of the State of Maine resulting from activities authorized under the Maine Natural Resources Protection Act, the federal Clean Water Act and/or the federal Rivers and Harbors Act.

The Owner has executed and recorded this Notice as notification and confirmation of its obligations, as set forth in the Project Agreement, to: 1) ensure the long-term conservation of the Protected Property in accordance with the terms of the Project Agreement; 2) refrain from converting any portion of the Protected Property to uses other than conservation; and 3) obtain the written consent of DEP and the Corps prior to encumbrance, assignment or disposition of any interest in the Protected Property.

The Protected Property may not be conveyed, transferred, or further encumbered without including a specific reference to the terms and conditions of this Project Agreement, including the Book and Page of recording of this Notice. Notice under the Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law. In addition, the Owner confirms that in the event of condemnation of any or all of the Protected Property, it shall pay to the DEP, by and through its Maine Natural Resource Conservation Program, fifty-three and nine-tenths percent (53.9%) of the eminent domain proceeds paid to the Owner.

IN WITNESS WHEREOF, the Owner has set its hand and seal this ____ day of _____, 2017.

MAINE COAST HERITAGE TRUST

By: _____

Its: _____

STATE OF
COUNTY OF

On this ____ day of _____, 2017, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that ____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: _____

**FIRST AMENDMENT TO
MAINE NATURAL RESOURCE CONSERVATION PROGRAM
PROJECT AGREEMENT**

Reference is made to that certain Maine Natural Resource Conservation Program Project Agreement (the "Agreement"), dated March 23, 2017, by and between Maine Department of Environmental Protection ("DEP"), The Nature Conservancy ("TNC") and Maine Coast Heritage Trust ("Cooperating Entity," collectively the "Parties") with respect to a project referred to as Meadow Brook Wetlands Project, in the Town of St. George, Knox County, Maine.

WHEREAS, the Parties entered in to an Agreement governing, *inter alia*, the acquisition, maintenance, use and management of the property referred to in the Agreement.

WHEREAS, the Parties mistakenly executed the Agreement containing language the Parties intended to omit, and now wish to correct the error.

NOW, THEREFORE, in consideration of valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Section K of the General Provisions contained in Exhibit A is amended such that the following text is deleted: "other than a conservation easement or declaration of trust to another qualified entity."

The Agreement, as amended hereby, remains in full force and effect.

In witness thereof, the parties hereto have executed the Amendment as of the 3 day of May 2017 by their duly authorized representatives.

THE NATURE CONSERVANCY

By: 

Alexandre M. Mas
Associate State Director - Conservation

MAINE COAST HERITAGE TRUST

By: 

Print Name: William T. Glendon
Title: President

**STATE OF MAINE
Department of Environmental Protection**

By: 

Paul Mercer
Commissioner

Receipt # 106749 KNOX SS. RECEIVED



VOL 5340 PG 333

09/20/2018 12:56:04 PM

3 Pages

Instr # 2018-9255

ATTEST: Lisa J. Cottrell, Knox Co Registry of Deeds

DO NOT WRITE ABOVE THIS LINE: FOR REGISTRY USES ONLY

**QUITCLAIM DEED
EXCEPTING AND RESERVING A CONSERVATION EASEMENT
ON THE "MEADOW BROOK" PROPERTY
IN SAINT GEORGE, KNOX COUNTY, MAINE**

MAINE COAST HERITAGE TRUST, a non-profit corporation, organized and existing under the laws of the State of Maine, with offices at Topsham and Mount Desert, Maine, and having a mailing address of Bowdoin Mill, One Main Street – Suite 201, Topsham, Maine 04086, for consideration paid,

RELEASES to the **TOWN OF SAINT GEORGE**, a municipal body corporate and politic with a mailing address of 3 School Street, Tenants Harbor, ME 04860-0131, with **QUITCLAIM COVENANT**, a certain lot or parcel of land of approximately 22.45 acres, primarily undeveloped forest and saltmarsh, situated in the Town of Saint George, Knox County, Maine, being all and the same real estate conveyed by deed of John A. W. McGrath to Maine Coast Heritage Trust, dated March 24, 2017, and recorded at Knox County Registry of Deeds at Book 5151, Page 44; said real estate being more particularly described in Schedule A attached hereto and made a part hereof;

EXCEPTING AND RESERVING from said real estate, to the Grantor herein, Maine Coast Heritage Trust, for itself and its successors and assigns forever (hereafter referred to as the "Holder"), a perpetual **CONSERVATION EASEMENT** over the described Premises which shall run with the Premises and be binding in perpetuity upon Grantee herein, its successors and assigns forever pursuant to the Maine Uniform Conservation Easement Act, Title 33 MRS Section 476 et seq., as amended and successor provisions thereof, for the benefit of the general public; as follows:

- 1) The Premises shall be forever used, operated and maintained in its current undeveloped and open space condition, for the long-term protection of wetlands, conservation of wildlife and other natural resources, and in accordance with all applicable laws, and in compliance with the Project Agreement dated March 23, 2017, referred to in the Notice of Project Agreement, dated March 29, 2017, and recorded in Knox County Registry of Deeds at Book 5151, Page 45.
- 2) The Premises shall be made available to the general public as substantially undeveloped park land for daytime, non-exclusive, outdoor recreational use, along with any other public, private, and municipal uses as permitted by this Conservation Easement and the Project Agreement and any Management Plans established under said Agreement undertaken by Grantee herein, provided that the Premises shall remain in its current undeveloped and open space condition **except for** public recreational improvements constructed in a manner to avoid disturbance to wetland habitat subject to prior written approval of Holder, as being consistent with this Conservation Easement and the Project Agreement and any Management Plans established under said Agreement, as the same may change from time to time.
- 3) Holder has the right to enter and inspect the Premises at any time in a reasonable manner for compliance with this conservation easement, and the right to enforce its terms by proceedings at law and in equity.

- 4) This Conservation Easement is for the benefit of the general public by providing outdoor recreational use and may be amended only in accordance with the terms of Title 33 MRS Section 477-A(2)(B).
- 5) This Conservation Easement is assignable to a qualified holder under said easement statute.
- 6) By execution and delivery of this deed, Maine Coast Heritage Trust agrees to accept the rights and obligations as Holder of the Conservation Easement, for itself its successors and assigns forever.

By acceptance of this deed, Grantee agrees, for itself and its successors and assigns, to be bound by the terms of this Conservation Easement, and the Project Agreement as aforesaid.

IN WITNESS WHEREOF, MAINE COAST HERITAGE TRUST has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by William T. Glidden, Jr., its President, hereunto duly authorized, on this _____ day of September, 2018.

Signed, Sealed and Delivered
in the presence of:

MAINE COAST HERITAGE TRUST

Kathleen J. Furey
Witness

William T. Glidden, Jr.
by William T. Glidden, Jr.
its President

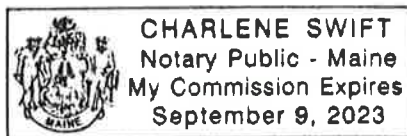
STATE OF MAINE
COUNTY OF SAGadahoc, ss.

Date: 09-18-2018

Then personally appeared the above-named William T. Glidden, Jr., President of Maine Coast Heritage Trust, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Charlene Swift
Notary Public/ Maine Attorney



Charlene Swift
Print name
My commission expires: 09-09-2023

SEAL

Schedule A
Legal Description

A CERTAIN LOT or parcel of land, together with any improvements thereon, being the land at Turkey Cove Road, so-called, in the Town of Saint George, Knox County, Maine, more particularly described as follows:

Beginning at the Easterly side of the town road leading from Simmon's Corner to Turkey Cove, and at the Northerly line of land of the heirs of Joseph Giles;

Thence by said road northerly about forty rods, more or less, to land of Charles Fountain;

Thence Easterly by said Fountain's land to land of Alfred Thompson;

Thence Southerly by said Thompson's land to the Meadow Brook;

Thence Southerly by the said Brook to stake and stones at land of said heirs of Joseph Giles;

Thence Westerly by said Giles heir land to the place of beginning.

Containing about twenty-four acres, more or less.

Meaning and intending to convey, and hereby conveying, the first described parcel in a deed of distribution from John A.W. McGrath, Personal Representative of the Estate of John Adan Waldo, to John A.W. McGrath, dated September 28, 1999 and recorded in the Knox County Registry of Deeds at Book 2424, Page 270.

Reference is made to a deed from John A. W. McGrath to Maine Coast Heritage Trust, dated March 24, 2017, and recorded at said Registry at Book 5151, Page 44.

Always subject to this reserved Conservation Easement and the Project Agreement referred to in the Notice of Project Agreement, dated March 29, 2017, and recorded in Knox County Registry of Deeds at Book 5151, Page 45.

MEADOW BROOK AGREEMENT

This Agreement ("Agreement") is entered into as of this 23 day of July 2018, by and between Maine Coast Heritage Trust ("MCHT"), a nonprofit corporation, organized and existing under the laws of the State of Maine and the Town of St. George ("St. George"), a municipal body corporate and politic in Knox County in the State of Maine.

Whereas MCHT received funds in the amount of \$95,000 from the Maine Natural Resources Conservation Program ("MNRCP") to acquire fee ownership in a 22.4 acre parcel located on Turkey Cove Road in the town of St. George (the "property") and more fully described in the Quitclaim Deed recorded in the Knox County Registry of Deeds, Book 5151, Page 44;

Whereas, MCHT, as a condition of receiving the funds from MNRCP, agreed that the terms and conditions of the Project Agreement, as amended, and signed by MNRCP and MCHT on March 23, 2017, would be a covenant running with the land and shall be binding upon MCHT and its successors and assigns as owners of the property;

Whereas, the property is forever subject to the conditions detailed in the Notice of Project Agreement recorded in the Knox County Registry of Deeds, Book 5151, Page 45, including but not limited to the obligation to (i) ensure the long-term conservation of the property in accordance with the Project Agreement; (ii) to refrain from converting any portion of the property to uses other than conservation; and (iii) to obtain the written consent of the Maine Department of Environmental Protection and the U.S. Army Corps of Engineers, New England Division prior to encumbrance, assignment or disposition of any interest in the property;

Whereas, MCHT desires to transfer fee ownership of the property to St. George while reserving a perpetual conservation easement to be recorded with the Knox County Registry of Deeds;

Whereas, St. George agrees to accept the fee ownership of the property in return for acting as a long-term steward of the property, subject to the terms of the Project Agreement, Notice of Project Agreement and the Management Plan; and

Now, therefore, in consideration of the premises and consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree:

The parties, and their respective successors and assigns, agree to manage the property in accordance with the Management Plan, attached here as Exhibit A, and any updates or modifications made to the Management Plan as agreed to in writing by the parties or their respective successors and assigns.

Maine Coast Heritage Trust

By:

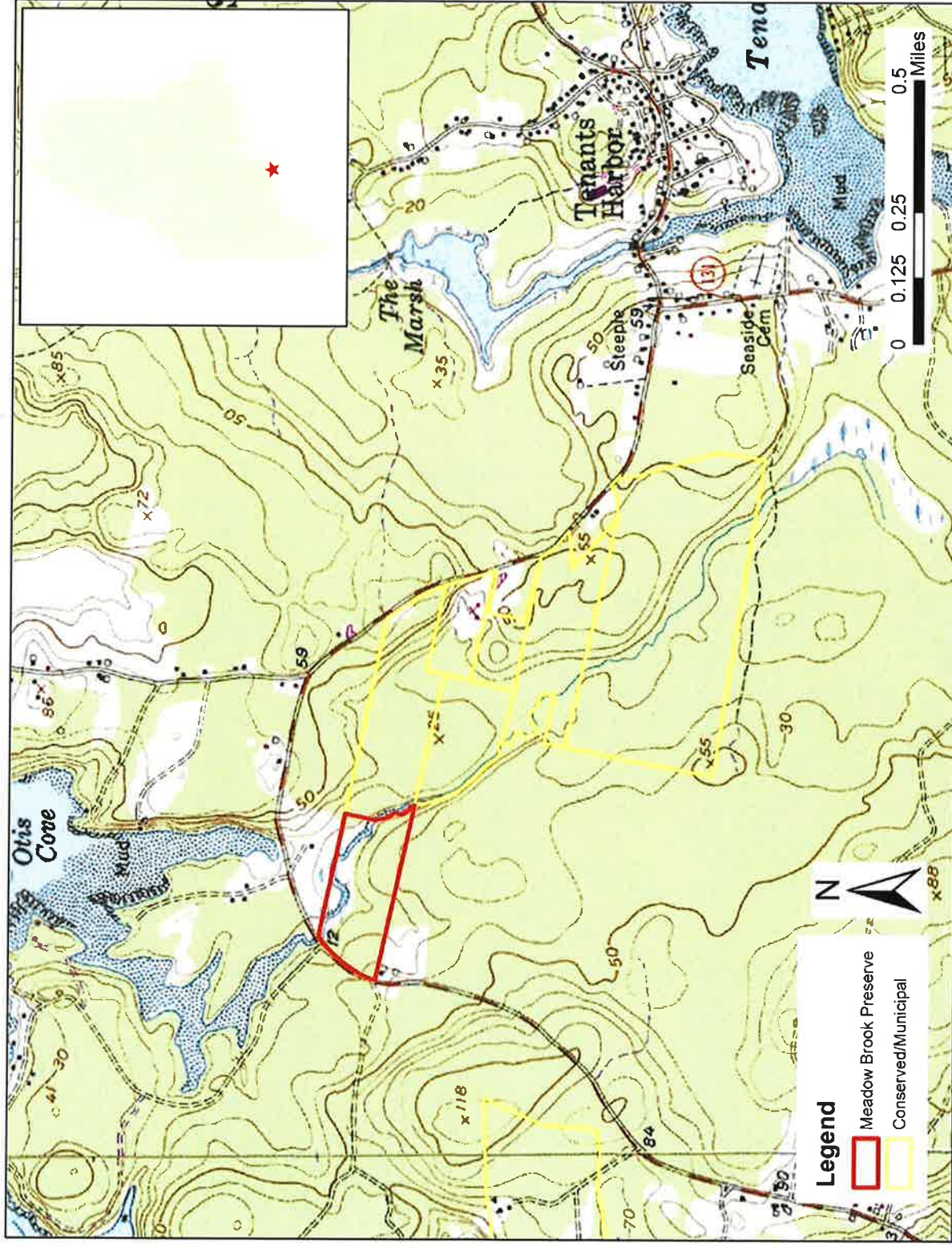
Print Name: William T. Glidden
Title: President
Date: 7.19.18

Town of St. George

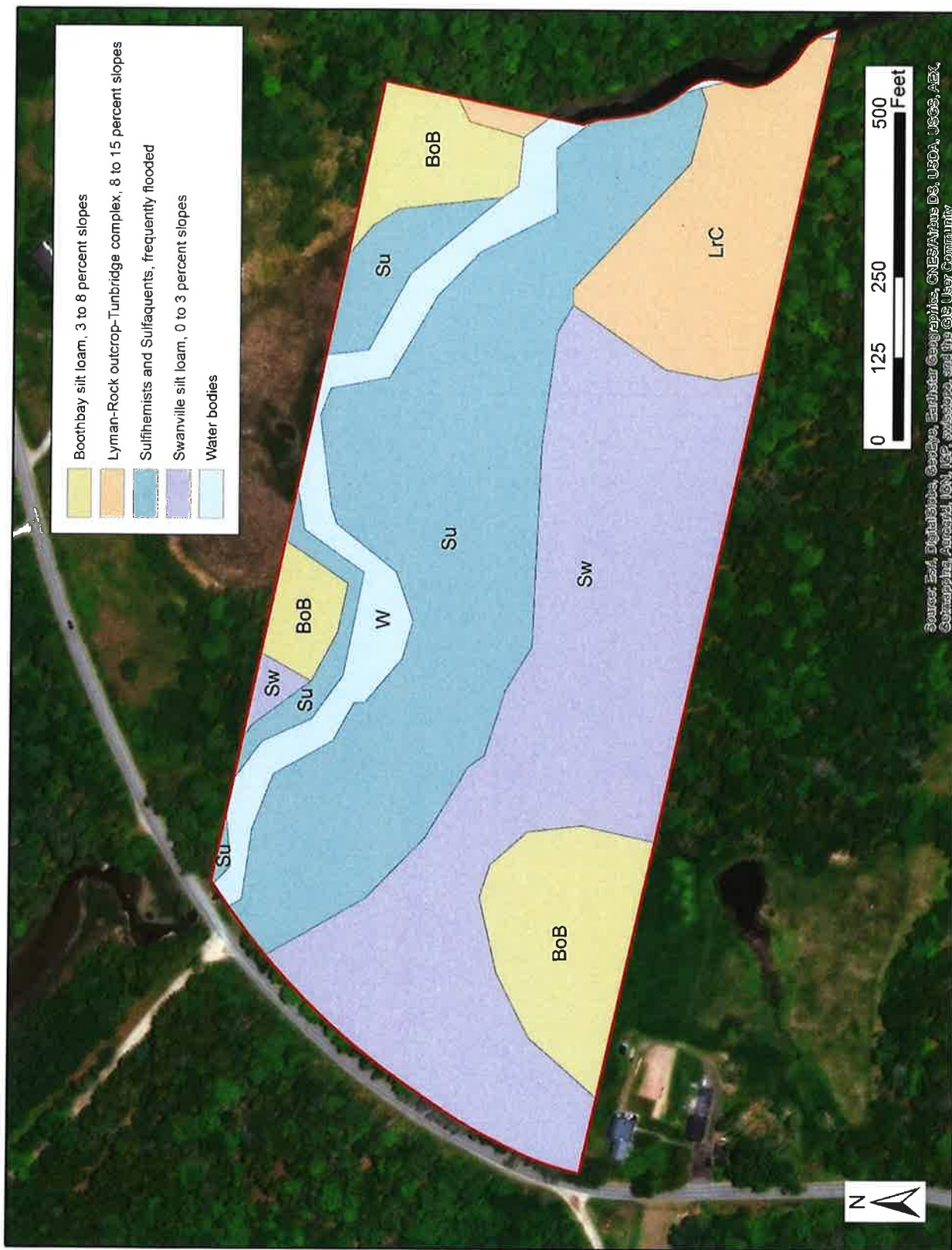
By:

Print Name: Timothy Polky
Title: Town Manager
Date: 7/23/2018

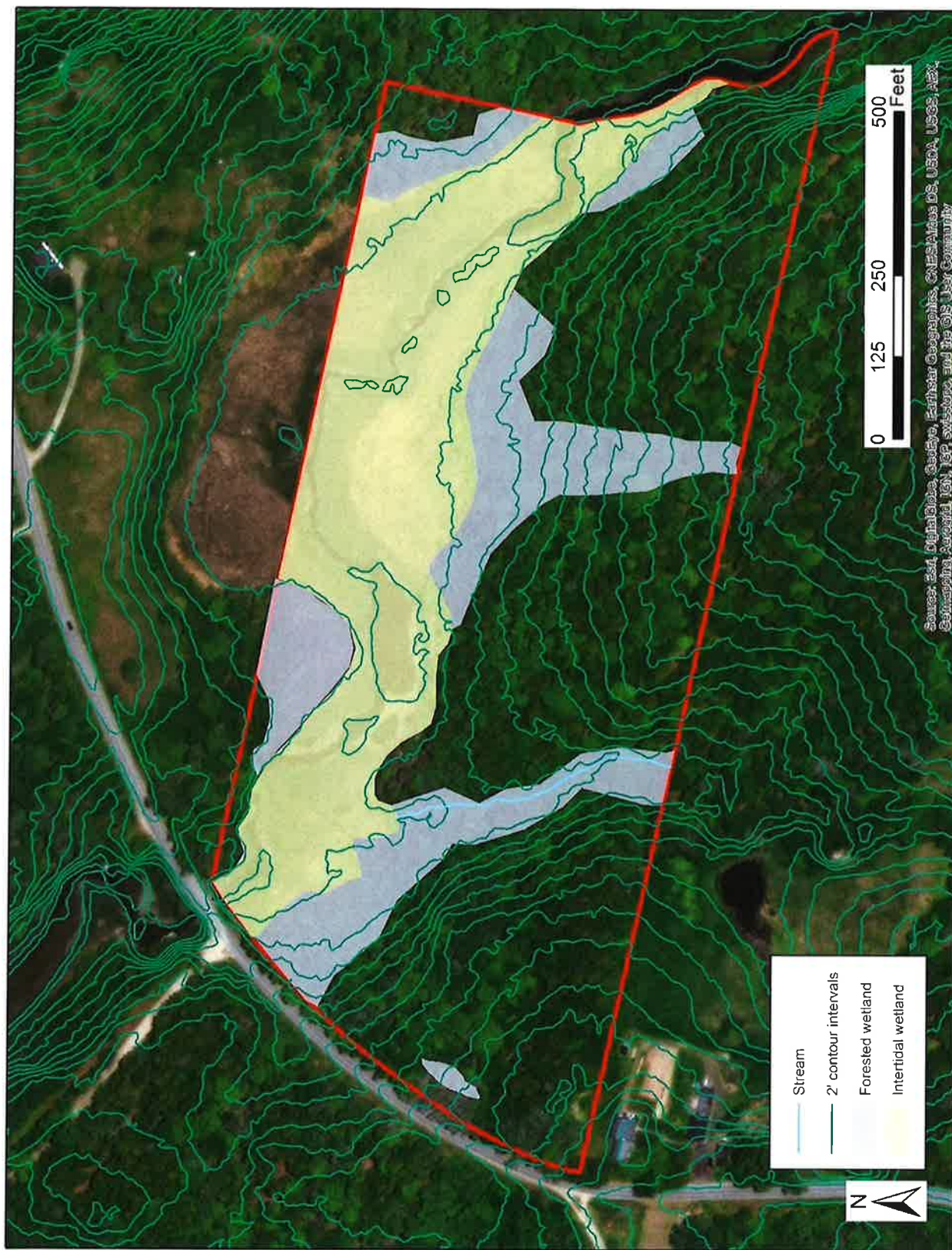
Appendix B. Maps



Map 1. Location of Meadow Brook Preserve



Map 2. Soils



Map 3. Topography and Hydrology



Map 4. Known wildlife features

Appendix C. Bird Species of Greatest Conservation Need and Maine Special Concern Species Occurring on the Subject Property¹

Species	Project Area Habitat	SGCN Priority	Type of Use	State Status
<u>Kites, Eagles & Hawks</u>				
Broad-winged Hawk	Forests	3	Breeding	
Northern Harrier	Intertidal Marsh	3	Migrant	Special Concern
<u>Sandpipers</u>				
Least Sandpiper	Intertidal Marsh	3	Migrant	
Semi-palmated Sandpiper	Intertidal Marsh	2	Migrant	Special Concern
Short-billed Dowitcher	Intertidal Marsh	3	Migrant	
Black-bellied Plover	Intertidal Marsh	2	Migrant	
Lesser Yellowlegs	Intertidal Marsh	1		Special Concern
Greater Yellowlegs	Intertidal Marsh	2	Migrant	
<u>Kingfishers</u>				
Belted Kingfisher	Intertidal Marsh, Channel	3	Summer	
<u>Cuckoo</u>				
Black-billed Cuckoo	Forest	3	Breeding	
<u>Rails</u>				
Sora	Emergent Wetlands	3	Migrant	
<u>Perching Birds</u>				
Nelson's Sparrow	Intertidal Marsh	2	Migrant	Special Concern
Canada Warbler	Forest	2	Migrant	Special Concern
Veery	Forest	2	Breeding	Special Concern
Swainson's Thrush	Forest	3	Migrant	
Sedge Wren	Emergent Wetlands	1	Migrant	Endangered
Olive-sided Flycatcher	Forest	2	Migrant	Special Concern
Eastern Wood-Pewee	Forest	2	Breeding	Special Concern
Yellow-bellied Flycatcher	Forest	3	Migrant	
Least Flycatcher	Forest	3	Migrant	Special Concern
Purple Finch	Forest	3	Breeding	Special Concern

¹ Based on draft July 2015 list, and March 2011 list, respectively

Species	Project Area Habitat	SGCN Priority	Type of Use	State Status
Barn Swallow	Open Wetlands	2	Migrant	Special Concern
Wood Thrush	Forest	1	Breeding	Special Concern
Lincoln's Sparrow	Edge	3	Migrant	
Black-and-white Warbler	Forest	2	Breeding	Special Concern
Tennessee Warbler	Forest	2	Migrant	Special Concern
Cliff Swallow	Open Wetlands	3	Migrant	
Rose-breasted Grosbeak	Forest	3	Breeding	
Scarlet Tanager	Forest	3	Breeding	
Ruby-crowned Kinglet	Forest	2	Breeding	
Northern Parula	Forest	3	Breeding	
Black-throated Blue Warbler	Forest	3	Migrant	
Bay-breasted Warbler	Forest	3	Migrant	
Blackburnian Warbler	Forest	3	Migrant	
Chestnut-sided Warbler	Forest	2	Migrant	Special Concern
Yellow Warbler	Forest Edge	3	Breeding	Special Concern
American Redstart	Forest	2	Breeding	Special Concern
Blackpoll Warbler	Forest	3	Migrant	
Cape May Warbler	Forest	3	Migrant	
Black-throated Green Warbler	Forest	3	Breeding	
Northern Rough-winged Swallow	Open Wetlands	3	Migrant	Special Concern
Tree Swallow	Open Wetlands	2	Breeding	Special Concern
Eastern Kingbird	Open Wetlands	2	Migrant	Special Concern
White-throated Sparrow	Forest Edge	3	Migrant	Special Concern
<u>Hérons</u>				
Great Blue Heron	Intertidal Wetlands	2	Resident	Special Concern
American Bittern	Emergent Wetlands	3	Migrant	
Snowy Egret	Intertidal Wetlands	3	Migrant	
<u>Woodpeckers</u>				
Northern Flicker	Forest	3	Migrant	