

LEASE

Whereas, Baxter State Park consists of the lands conveyed to the State of Maine in trust by former Governor Percival Baxter and those additional lands acquired by the Baxter State Park Authority (“the Authority”) for inclusion in Baxter State Park following Governor Baxter’s death;

Whereas, pursuant to the terms of the trust established by former Governor Baxter and accepted by the State of Maine, and as codified at 12 M.R.S § 901, the Authority—consisting of the Attorney General, the Director of the Bureau of Forestry, and the Commissioner of the Department of Inland Fisheries and Wildlife—has full power in the control and the management of Baxter State Park;

Whereas, in December 2006, the Authority, subject to the intent of Governor Baxter as memorialized in his deeds of trust, and consistent with Resolves 2006, ch. 197, section 2, acquired via quitclaim deed recorded in the Penobscot County Registry of Deeds, Book 10761, Page 286, the land comprising the so-called Katahdin Lake Parcel for inclusion in Baxter State Park;

Whereas, the Katahdin Lake Parcel is part of Baxter State Park and is managed pursuant to the terms of the trust;

Whereas, certain personal property, including the buildings and other improvements known as the Katahdin Lake Wilderness Camps, are located on the Katahdin Lake Parcel;

Whereas, on December 19, 2002, FitzGerald acquired title to the buildings and other structures on the Katahdin Lake Parcel via a Bill of Sale recorded in the Penobscot County Registry of Deeds, Book 8513, Page 82;

Whereas, FitzGerald operated the Katahdin Lakes Wilderness Camps under a lease or license from the prior owners of the Katahdin Lake Parcel;

Whereas, upon acquisition of the Katahdin Lake Parcel, the Authority contemplated continuing the Katahdin Lake Wilderness Camps lease until 2032;

Whereas, beginning in 2007, the Authority leased to FitzGerald thirty acres of the Katahdin Lake Parcel for one-year terms so FitzGerald could run the Katahdin Lake Wilderness Camps;

Whereas, the Katahdin Lake Wilderness Camps have not been in operation as a commercial wilderness sporting camp for several years;

Whereas, the last one-year lease between the Park and FitzGerald expired on May 30, 2018;

Whereas, FitzGerald continues to own personal property, including eight (8) structures, on the Katahdin Lake Parcel;

Whereas, FitzGerald has requested a lease that allows him to access and use his personal property on the Katahdin Lake Parcel; and

Whereas, the Authority has determined that leasing to FitzGerald approximately two (2) acres of the Katahdin Lake Parcel subject to the terms and conditions set forth in this Lease is consistent with the terms of the trust governing the Park;

Witnesseth that, this Lease is made by and between the Authority (also referred to as “Lessor”), a public entity established by 12 M.R.S. §§ 900 et seq., with a mailing address of 64 Balsam Drive, Millinocket, Maine 04462, and Charles FitzGerald, an individual with a mailing address of 13 Burgess Road, Sebec, Maine 04481 (the “Lessee”). For the considerations hereinafter set forth, the Authority hereby leases to Lessee, and Lessee hereby takes from the Authority, the non-exclusive use of that portion of the so-called Katahdin Lake Parcel (Township 3, Range 8 WELS) depicted in **Exhibit A** and described in **Exhibit B**, attached hereto and incorporated herein, being approximately two (2) acres, located within and being a part of Baxter State Park (the “Park”), and including the real property on which the following so-called buildings are located: the Family Cabin, the Program Building, Hilyard’s Camp, the Granary, the Chicken Coop, the Sugar House, and two (2) outhouses or privies. The described property is referred to as the “Leased Premises,” and is subject to the following terms and conditions:

1. Term. This Lease shall be in effect for a term of five (5) years, beginning on March 7, 2025, and ending at 11:59 p.m. EST on March 7, 2030 (“Lease Term”).
2. Rent. Lessee shall pay to the Authority a one-time payment of \$5,000.00. Payment is due April 7, 2025. Payment must be in the form of a certified check or bank check made out to the “Baxter State Park Authority.”
3. Use. The Leased Premises may be used by the Lessee only as follows: to host artists; to host groups seeking to build outdoor skills or learn about nature and the outdoors; to host groups conducting research or study of the ecology of the Park; to host educational seminars that educate attendees on Percival Baxter, the deeds of trust that created the Park, the history of the Park, the Park’s mission statement, outdoor skills and recreation, natural resources within in the Park, biodiversity as it relates to the Park, the history of the Authority, tribal history in Maine, the history of the Baxter State Park Advisory Committee, or the history of the Friends of Baxter State Park.

4. Application of the Trust and Baxter State Park Rules and Regulations. The Lessee acknowledges that: the Leased Premises are located on the Katahdin Lake Parcel, the Katahdin Lake Parcel is part of the Park, the Park is a charitable trust, and the entirety of the Park is subject to the terms of the trust and the Park's Rules and Regulations, 94-293 C.M.R. ch. 1 (the "Park Rules"), the current version of which is attached to this Lease as **Exhibit C**. The Lessee, its employees, agents, contractors, guests, and invitees must comply with the terms of the trust and Park Rules, as the same may be amended from time to time.
5. Annual Reports. At the end of each calendar year during this Lease Term, Lessee shall provide the Park Director (the "Director") a report on the previous year's activities and the next year's anticipated activities. The report must:
 - a. Detail all programming held by Lessee on the Leased Premises during the calendar year, including a description of the programming, dates of programming, the number of attendees for each program held, and the cost paid by each attendee;
 - b. Detail all programming the Lessee proposes to offer in the next calendar year, including a description of the proposed program, an explanation of how the proposed programming is consistent with or furthers the Park's values as expressed by Governor Baxter in his writings, proposed dates of the programming, and number of guests proposed for each program;
 - c. List all physical improvements or alterations to the Lessee's personal property completed during the calendar year;
 - d. List all physical improvements or alterations to the Lessee's personal property contemplated for the next calendar year;
 - e. Include any other information requested by the Park Director.
6. Access. Lessee acknowledges that the Park is a wilderness area. Access to the Leased Premises is available to Lessee, its employees, agents, contractors, guests, and invitees only when Park conditions allow, as determined solely by the Director, and only as follows:
 - a. When Park roads are open to motor vehicles, motor vehicles may access Avalanche Field by the Roaring Brook Road.
 - b. No more than three motor vehicles belonging to Lessee, its employees, agents, contractors, guests, and invitees may be parked at the parking lot at Avalanche Field.
 - c. From Avalanche Field, Lessee, its employees, agents, contractors, guests, and invitees may take the 3.3-mile blazed foot trail that begins at Avalanche Field

and terminates at the Leased Premises and is known as the Katahdin Lake Trail.

- d. Access on the Katahdin Lake Trail by Lessee, its employees, agents, guests, contractors, and invitees is limited to non-motorized means (e.g., foot, skis, snowshoes).
 - e. Absent an amendment to Park Rule 5.7 that would allow Lessee to use snowmobiles to transport supplies to and from the Leased Premises, Lessee may contact the Director in writing to request that Park personnel transport Lessee's supplies to the Leased Premises by snowmobile.
7. Lessor Access to Leased Premises. Park employees, agents, and designees may enter the Leased Premises at any time in the event of an emergency, and otherwise in a manner that does not unreasonably interfere with Lessee's use thereof at all reasonable hours, upon reasonable advance oral notification, to inspect the Leased Premises including, without limitation, all structures on the Leased Premises, to control and eradicate invasive species, and to otherwise carry out the Lessor's responsibilities.
8. Replacement Structures. Lessee may construct three new buildings subject to the following conditions:
- a. Lessee has removed the Granary, Sugar Shack, and Chicken Coop.
 - b. The cumulative building footprint of all new buildings does not exceed 900 square feet, exclusive of porches; and no individual building will exceed 400 square feet, exclusive of porches.
 - c. The closest point of each building to Katahdin Lake is set back at least 200 feet from the normal high-water mark of the nearest shoreline of Katahdin Lake.
 - d. The roof of each building is constructed of metal or asphalt shingles and the roof peak of each building does not exceed 12 feet.
 - e. Each building is constructed of wood and the building exterior is stained brown or colorless.
 - f. Before beginning construction, including clearing vegetation and stockpiling materials in addition to those on site at the beginning of this Lease Term, the Lessee has provided the Director with:
 - i. detailed, written building plans that specify the proposed building dimensions, design, materials, and location;

- ii. written plans that detail how Lessee will avoid the spread of non-native species from the site; and
 - iii. any additional information requested by the Director or his designee.
 - g. Before beginning construction, including clearing vegetation and stockpiling materials in addition to those on site at the beginning of this Lease Term, the Lessee has received the Director's prior written approval for each building. The Director may approve each new building if the Director determines that each building, including its design, materials, and location, fit harmoniously into the Katahdin Lake Parcel, is consistent with the Park's wilderness values, and the Lessee is in compliance with all other terms of this lease.
9. Use of the "Family Cabin." FitzGerald and his spouse Kathryn Cerick may use the Family Cabin for their personal use during their lifetimes, which type of use is otherwise prohibited by this Lease. FitzGerald and Cerick will notify the Director in writing fourteen days in advance of staying at the Family Cabin for personal use. Lessee will endeavor to honor Lessor's requests to use the Family Cabin when it is not occupied by FitzGerald or Cerick or otherwise being used by Lessee in accordance with paragraph 3 of this Lease.

10. Lessee Covenants. Lessee covenants as follows:

- a. Aside from the replacement buildings referenced in paragraph 8 of this Lease, no other building or structure, either permanent or temporary, may be constructed or placed upon the Leased Premises.
- b. No sewage, wash water, black water, gray water, slop water, or other waste may be discharged into Katahdin Lake or any other body of water, wetland, or groundwater.
- c. Garbage, trash, refuse, demolition and construction debris, and other waste may not be left to accumulate on the Leased Premises. Burnable material may be periodically incinerated but only with the prior written approval of the Director and only at a location determined by the Director. All other refuse is to be carried out by Lessee.
- d. Lessee and Lessee's employees, agents, contractors, guests, and invitees may not disturb, alter, remove, or relocate any of the stakes or other markers demarcating the Leased Premises or the approved location of the new building.
- e. Lessee is prohibited from engaging in any alteration of the Leased Premises, including, without limitation, clearing vegetation or constructing trails,

campsites, canoe landings, or stream crossings on the Leased Premises, except as authorized by Section 8 of this Lease.

- f. Lessee must maintain the Leased Premises and Lessee's personal property in a safe and neat condition. If the Director in his sole discretion determines that any structures on the Leased Premises require maintenance or repair, including, without limitation, new roofs, the Director will provide written notice to Lessee of the required maintenance or repairs and the deadline for completing such maintenance or repairs. Lessee is solely responsible for all maintenance and repair costs.
 - g. No maintenance or repairs may expand the footprint or change the character of an existing structure. The Director in his sole discretion will determine whether maintenance or repairs have changed the character of an existing structure, and Lessee is encouraged to consult with the Director before commencing any maintenance to structures that may be determined to lead to such change.
 - h. Any wood stove or propane appliance installed in any structure on the Leased Premises must meet safety requirements for commercial sporting camp installations and must be approved by the Fire Marshall or the Maine Department of Health and Human Services before any overnight use of such structure.
 - i. Lessee must comply with all federal, state, and local law, now or later enacted, that may be applicable to Lessee in connection with its use of the Leased Premises. Lessee is liable for any noncompliance with all federal, state, and local law resulting from Lessee's activities and the activities of Lessee's employees, agents, contractors, guests, and invitees.
11. Assignment. Lessee may assign his interest in this Lease only to the Maine Woods Conservancy, Inc., and such assignment is valid only if, within fifteen (15) days of the assignment, the Director receives written notice of such assignment, together with a copy of the executed assignment, and the executed assignment expressly provides that the Maine Woods Conservancy, Inc. has assumed all of Lessee's obligations and liabilities under this Lease. If Lessee assigns this Lease to the Maine Woods Conservancy, Inc., the Maine Woods Conservancy, Inc. must remain in administrative good standing with the Maine Office of the Secretary of the State for the duration of the Lease Term. The Lease may not otherwise be assigned.
12. Subleasing. Lessee may not sublease the Leased Premises.
13. Financing. Lessee may not mortgage this Lease, pledge this Lease as collateral, or otherwise transfer Lessee's interest in this Lease for security purposes in connection with financing.

14. Tax Proration. Lessee is responsible for and must pay when due all taxes levied on Lessee's personal property located on the Leased Premises.

15. Liens. Lessee must keep the Lease and the Leased Premises free and clear from all executions, attachments, and liens, including, without limitation, mechanics or other liens for work or labor done or services performed. Lessee must pay the cost of any improvements or services promptly when due. Lessee must cause any execution, attachment, or lien against the Lease or Leased Premises to be released or discharged immediately, must indemnify Lessor, and must pay all costs, including attorney fees, incurred by Lessor to discharge or release the Lease or Leased Premises from any execution, attachment, or lien.

16. Liability and Insurance.

- a. Lessee must promptly inform Lessor of all risks, hazards, and dangerous conditions of which Lessee becomes aware with respect to the Leased Premises. Lessee is responsible for all risks, hazards, and conditions on the Leased Premises caused by Lessee and Lessee's employees, agents, contractors, guests, and invitees.
- b. Lessee must indemnify, defend, and hold harmless the State of Maine and its agencies, officers, agents and employees, against and from all costs, expenses, liabilities, losses, damages, inspections, suits, actions, fines, penalties, claims, and demands of every kind and nature, including reasonable attorney fees to defend against such claims, asserted by or on behalf of any person, entity, or governmental authority whatsoever arising out of (1) any failure by Lessee to perform any of the agreements of this Lease; (2) the use of the Leased Premises by Lessee or Lessee's employees, agents, contractors, guests, or invitees; (3) any accident, injury, or damage that occurs on or about the Leased Premises, Lessee's personal property, or appurtenances thereto, however occurring; and (4) any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use, or operation of the Leased Premises, appurtenances thereto, or any part thereof.
- c. Lessee must obtain and keep in force for the duration of this Lease a liability insurance policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and one million in annual aggregate liability coverage to protect Lessee from suits for bodily injury and property damage. Upon execution of this Lease, the Lessee must provide the Director with a certificate of insurance as verification of the existence of such insurance policy.

17. Lessee's Termination of Lease Before Expiration of Lease Term. Lessee has the right to terminate this Lease upon at least sixty (60) days written notice to the Director, or such lesser notice period as agreed to by the Director in writing. In the event of Lessee's termination, Lessee is not entitled to reimbursement of the rent.
18. Lessee's Removal of Personal Property. Lessee must contact the Director no later than 30 days before removing Lessee's personal property from the Leased Premises. Lessee must obtain the Director's advance written consent, which consent may not be unreasonably withheld, delayed, or conditioned, to the method and timing of removal before any of Lessee's personal property is removed from the Leased Premises. Lessee is liable to Lessor for any damage to the Leased Premises or other Park property resulting from Lessee's removal of personal property from the Leased Premises, including, without limitation, damage to rare species, sensitive species, and native habits, and damage caused by the spread of invasive species. Lessee must reimburse Lessor for any costs, including attorney fees, incurred by Lessor to repair damage to the Leased Premises or other Park property resulting from Lessee's removal of personal property from the Leased Premises. Lessee must pay any Park invoice for such costs within sixty (60) days of the date of such invoice.
19. Surrender. All of Lessee's personal property on the Leased Premises, including, without limitation, buildings, fixtures, furniture, supplies, inventories, machinery, equipment, furnishings, will remain the sole property of Lessee provided that the Lessee removes all such personal property by the date the Lease expires or sooner terminates, unless the Director authorizes in writing a longer period of time to remove Lessee's personal property from the Leased Premises. Title to any of Lessee's personal property that is not so timely removed from the Leased Premises automatically transfers to the Authority. Within ninety (90) days of title to any such personal property transferring to the Authority, the Director will reimburse Lessee for the value at the time of transfer, which value will be determined by the Director in his sole discretion, of any buildings transferred less the cost of any deferred maintenance and repairs and costs incurred or to be incurred by Lessor to remove Lessee's former personal property from the Leased Premises, repair damage to the Leased Premises or other Park property resulting from Lessee's removal of personal property from the Park, remove garbage or any other waste from the Leased Premises, or otherwise restore the Leased Premises to a safe and neat condition.
20. Default. If Lessee defaults in the performance of any of the agreements, terms, covenants, or conditions of this Lease, the Director will send written notice of such default to Lessee. If such default continues for a period of thirty (30) days after the date of written notice sent by the Director to Lessee, the Director in his sole discretion may terminate the Lease before the Lease Term expires and enter and take possession of the Leased Premises. The Director will communicate such termination to Lessee in writing. In the event the Director terminates this Lease

pursuant to this paragraph 20, the Lessee is not entitled to any reimbursement of the rent.

21. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed a trespass.
22. Notices. Wherever it is provided in this Lease that notice, demand, request, or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties desires to give or serve upon the other any notice, demand, request, or other communications with respect to this Lease or the leased premises, each such notice, demand, request, or other communication shall be in writing prepaid mail, and addressed to Lessee or Lessor at the addresses as follows:

Lessor: Baxter State Park
Attn: Director
64 Balsam Drive
Millinocket, Maine 04462

Lessee: Charles FitzGerald
13 Burgess Road
Sebec, ME 04481

Lessor may also give proper and complete notice by posting such notice at a conspicuous place on the leased premises.

23. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by Lessor of any prior or succeeding breach by Lessee or the same or any other covenant or condition of this Lease.
24. No partnership. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regard to the parties to this Lease.
25. Force Majeure. Except as expressly provided herein, Lessee is not entitled to any reimbursement of the rent or other charges payable by Lessee based on any act of happening beyond the control of the parties to this Lease, such as any act of the enemy, governmental action, weather, wildland fire, or trespass.
26. Lessor Protection. Lessor retains all applicable liability protections under Maine law, including, without limitation, the Maine Tort Claims Act, 14 M.R.S. §§ 8108-8118.
27. Cumulative Remedies. The remedies provided to Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.

28. General Provisions:

- a. Governing Law. The Lease shall be construed and interpreted in accordance with the laws of the State of Maine. Lessee consents to personal jurisdiction in the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision of this Lease. To the extent that any provision of this Lease is inconsistent with the terms of the trust governing Baxter State Park or applicable state statute, the terms of the trust and state statute are deemed to govern.
- c. Paragraph Headings. The paragraph titles in this Lease are for convenience only and do not define, limit, or construe the contents of such paragraphs .

29. Entire Agreement. This Lease contains the entire agreement between the parties governing the Leased Premises and cannot be changed or terminated orally, but only by an instrument in writing executed by the parties.

The Baxter State Park Authority authorized the Director of Baxter State Park to execute this lease on behalf of the Authority at the Authority's meeting held _____, 2025. In witness whereof, the parties have hereunto set their hands on the dates set forth below.

WITNESS

Lessor: Baxter State Park Authority

By: _____
Kevin Adam, Director, Baxter State Park

Date: _____

WITNESS

Lessee: Charles FitzGerald

By: _____
Charles Fitzgerald

Date: _____

EXHIBIT A

The Leased Premises are located in T3, R8 WELS, in Penobscot County, Maine, depicted visually below, and will be demarcated on the ground with stakes or other markers and, once demarcated on the ground, described in writing, which written description will become part of this Lease as **Exhibit B**:

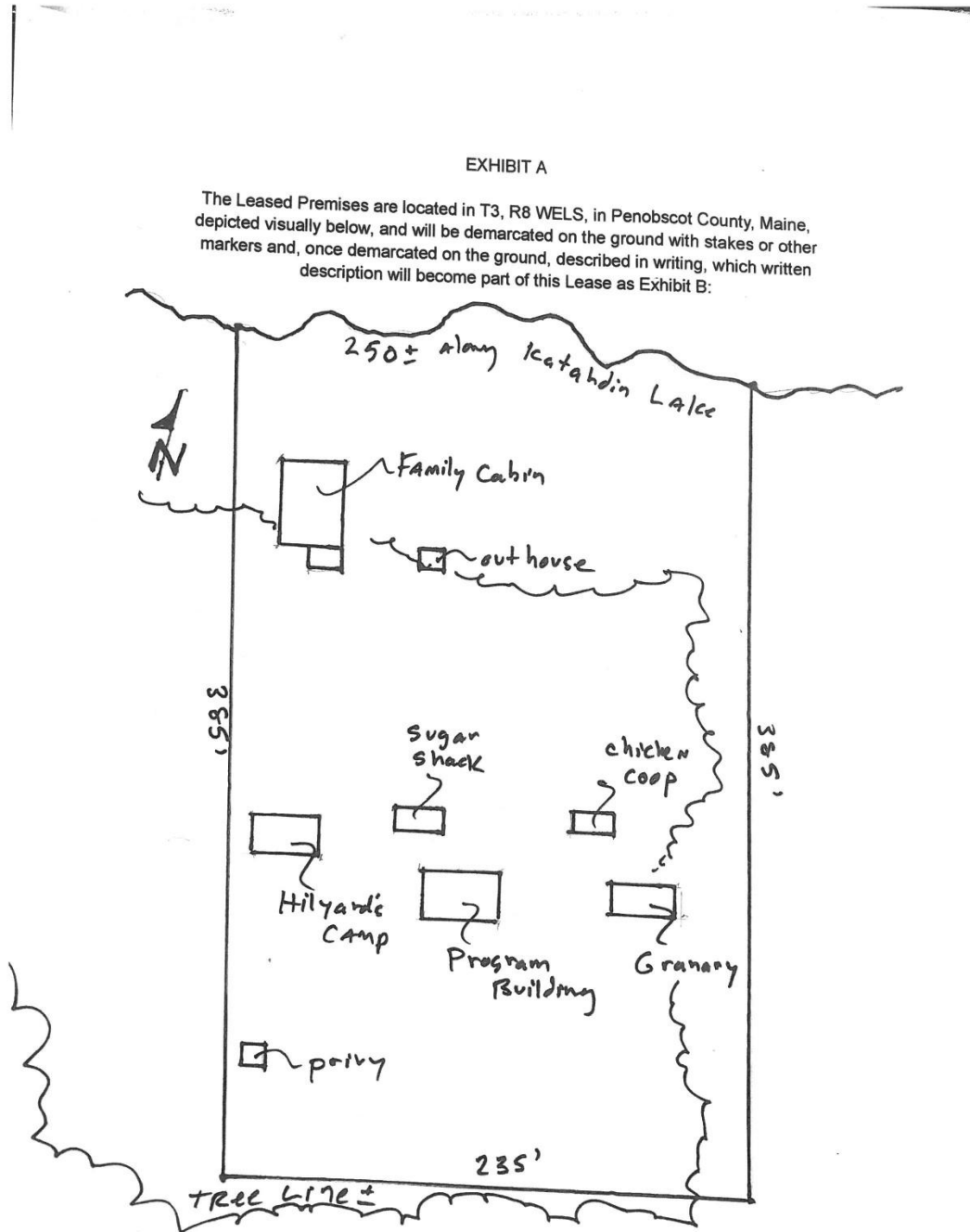


EXHIBIT B

The Leased Premises are described as follows: [forthcoming]

EXHIBIT C

94-293

BAXTER STATE PARK AUTHORITY

Chapter 1: BAXTER STATE PARK RULES AND REGULATIONS

Summary: These rules, adopted by the Baxter State Park Authority (the "Authority") pursuant to 12 M.R.S.A. §903, govern the use of Baxter State Park (the "Park") by the public. No provision of these rules applies to law enforcement or administrative personnel in the course of their official duties. Any delegation of authority to the Director under these rules includes delegation to the Director's designee. In addition to any specific provision contained in these rules, the Director may restrict public uses or activities within the Park as necessary to preserve or protect the Park or to assure the safety of Park users.

1. CAMPING, RESERVATIONS AND REGISTRATION

1.1 The Authority and Director may establish administrative policies and procedures for the processing of reservations.

1.2 Camping is permitted by reservation only and only in authorized campgrounds and campsites during certain dates and times, as specified by the Park. Campers must register at the gatehouse no later than 8:30 p.m. Camping by groups of more than 12 people is permitted only at designated group camping areas

1.3 All persons entering the Park by road or trail must register their entrance at the first opportunity at a staffed gatehouse or self-registration station. Long Distance Hikers entering the Park for the purpose of hiking all or part of the Appalachian Trail must secure an AT-Katahdin Hiker Permit Card and register with Baxter State Park prior to hiking the Hunt Trail to or from Baxter Peak. All other persons entering the Park on foot must register with Park Headquarters or a gatehouse in advance.

2. HIKING AND DAY USE

2.1 The maximum size of a hiking group shall be 12 persons. Affiliated groups on the same trail separated by less than one mile shall be considered one group.

2.2 Hiking or mountain climbing may be restricted at the discretion of the Director. Park users must be reasonably prepared and equipped for the

activity they are engaged in, and must take reasonable precautions against endangering themselves or others. Hikers must carry a working flashlight. No children under the age of six (6) years are allowed above timberline. Children under the age of six (6) years walking under their own power may be authorized to travel above timberline by special use permit, subject to conditions set by the Director. Registration of technical rock/ice climbers is required. The Baxter State Park Authority may request reimbursement of search and rescue costs in cases of reckless hikers.

3. HUNTING, TRAPPING AND FISHING

3.1 Hunting and trapping are prohibited within the Park. Use or possession of any firearm, bow and arrow, sling shot, crossbow, air rifle or pistol is prohibited. Firearms may be transported through the Park if kept in a car trunk, enclosed in a case, or otherwise inaccessible to use. Bows may be transported through the Park if unstrung or enclosed in a case. This rule does not apply north of Trout Brook and Wadleigh Brook in T6 R9; in T6 R10; or in T2 R9 and in T2 R10 north of the West Branch of the Penobscot River, east to the thread of Abol Stream and west to the thread of the West Branch of the Penobscot River. Hunting with dogs is prohibited. In the areas within the Park where hunting and trapping are permitted, the general laws of the State pertaining to hunting and trapping apply, except that moose hunting and baiting any animals for hunting purposes are prohibited.

3.2 Maine fishing laws and the rules of the Maine Department of Inland Fisheries and Wildlife apply within the Park. Maine fishing licenses are required.

4. RESOURCE PROTECTION AND WILDERNESS PRESERVATION

4.1 Pets or other domestic animals are not allowed in the Park. Releasing or introducing any animal in the Park is prohibited.

4.2 No person may feed, bait, or disturb any animal within the Park, with the exception that baiting of animals for trapping purposes is permitted north of Trout Brook and Wadleigh Brook in T6 R9; in T6 R10; or in T2 R9 and in T2 R10 north of the West Branch of the Penobscot River, east to Abol Stream and west to the West Branch of the Penobscot River. The use of audio, visual, electronic or any other device in any way that may disturb or harass wildlife is prohibited.

4.3 Fires or other cooking or heating devices are permitted only in designated campsites or picnic areas. At Chimney Pond and Davis Pond, open fires are prohibited and only backpack-type stoves are allowed. The removal of bark from, or the cutting or defacing of live or standing dead trees is prohibited.

4.4 No person may leave a fire without totally extinguishing it, nor discard any burning cigarettes, cigars, matches, or any other burning material within the Park. Any fire outside a designated fireplace must be reported to the nearest Park Ranger at once.

4.5 All trash, rubbish, litter, camping gear, equipment, and materials carried into the Park must be carried out of the Park. No trash, rubbish, or litter shall be deposited in any type of vaulted or un-vaulted toilet. All unattended food, garbage, and scented items shall be securely stowed in a vehicle, suspended on a bear hang, or enclosed in a bear-proof container.

4.6 Where toilets are not available, human waste must be disposed of at least 200' from water or trail. Below treeline, human waste must be buried or carried out. Above treeline, the digging of catholes is prohibited, and human waste must be carried out or left on the surface of the soil or a rock.

4.7 Use of any soap or detergent, or the disposal of food scraps within 200' of any waters is prohibited.

4.8 No person may create a disturbance that impairs the enjoyment of the Park by others. Campground quiet hours are posted and enforced. The use of electronic devices in any way that impairs the enjoyment of the Park by others is prohibited.

4.9 Chainsaws, generators, and other power equipment may not be operated within the Park.

4.10 Collection or removal of any cultural object from the Park is prohibited. No person may deface, paint, damage, mutilate, or vandalize any cultural object or any structure or sign within the Park. Possession of paint or marking materials, or tampering with, altering, or removing any sign, marker, or structure, is prohibited. Driving nails or permanently installing any object is prohibited. The use of metal detectors or similar devices is prohibited.

4.11 The removal from, or introduction of, natural objects, materials, plants or animals to the Park is prohibited, with the exceptions that fish and other wildlife may be collected for personal use in authorized areas of the Park as defined in 3.1, 3.2, and 4.2, above and that wild edible or medicinal plants and mushrooms may be collected for personal use only. Gathering of wild edible or medicinal plants and mushrooms for sale or commercial purposes is prohibited.

4.12 Research studies and Commercial Media projects within the Park require a special use permit issued by the Director. Commercial use activities within the Park require a commercial use permit issued by the Director.

5. VEHICLES AND TRANSPORTATION

5.1 No vehicle over nine (9) feet high, seven (7) feet wide, or 22 feet long for a single vehicle or 44 feet long for combined units may enter the Park. Oversize units may be authorized to use the Park road system by special use permit, subject to conditions set by the Director. The Director may restrict the use of vehicles by persons without camping reservations.

5.2 Within each campground or picnic area, all vehicles must park in designated areas. A maximum of two vehicles may park at each campsite for which parking space is provided. No vehicle may park on the traveled portion of any Park road, or obstruct a designated parking space.

5.3 All vehicles must display an entrance permit while in the Park. Vehicles parked overnight without an entrance permit displayed or with an invalid permit may be towed away at the owner's expense.

5.4 The operation of Motorized trail bikes, and ATVs (all-terrain vehicles) is prohibited within the Park except as specified in 5.7 below. The operation of Motorcycles is prohibited beyond Togue and Matagamom gatehouses within the Park. Unless further restricted for safety reasons, bicycle use within the Park shall be restricted to maintained roads and the Dwelley Pond Trail. Bicycle use is allowed on the Abol Stream Trail December 1 to April 1.

5.5 Take-off and landing of aircraft in the Park is prohibited except on Matagamom, Nesowadnehunk, and Webster Lakes. Persons landing aircraft on permitted waters in the Park must register with Park Headquarters or a gatehouse in advance. "Aircraft" is defined to include any machine or device capable of deriving support in the atmosphere from the reactions of the air, including, but not limited to model craft, hot air balloons, hang gliders, para-sails, para-gliders and unmanned aerial vehicles (UAVs). The possession or use of a UAV within the Park boundaries is prohibited. UAVs may be transported through the Park if kept in a car trunk, enclosed in a case, or otherwise inaccessible to use.

5.6 All boats and canoes left in the Park and not registered with Park Headquarters will be disposed of as abandoned property. The use of motor boats or outboard motors in the Park is prohibited except on Matagamom, Nesowadnehunk, and Webster Lakes. Outboard motors of ten (10) horsepower or less are permitted on Upper and Lower Togue Ponds.

5.7 Snowmobiles and ATVs (all terrain vehicles) may be used on (the frozen surface of) Matagamom, Nesowadnehunk, Webster Lakes, and Lower Togue Pond. Snowmobiles may be used on the following road or trail segments within Baxter State Park:

5.7A. The Park Tote Road between the southern Park boundary at so-called Caribou Pit and the Park boundary just south of Matagamon Landing;

5.7B. The so-called Logan Pond Road along the north shore of Lower Togue Pond;

5.7C. The spur road between the Park Tote Road and Camp Phoenix; and

5.7D. The existing trail along the East Branch of the Penobscot River from Second Lake Matagamon to the northern boundary of the Park.

Unauthorized use of snowmobiles in any other portion of the Park is prohibited. Operators of snowmobiles must comply with all requirements of State Law.

6. ADMINISTRATION

6.1 The Authority may from time to time establish fees for the use of the Park by the public.

6.2 All groups of five (5) or more persons under 16 years of age must be accompanied by at least one (1) person, of at least 18 years of age, responsible for the supervision of a maximum of five (5) youths.

6.3 During periods of forest fire danger or other emergency conditions, the Authority or Director may close the Park or any portion thereof. No person may enter or remain in closed areas except as authorized by the Authority or Director.

6.4 The sale or offering for sale of any object or merchandise is prohibited within Baxter State Park.

6.5 General laws of the State pertaining to alcohol and drugs apply within the Park. Maine law prohibits the drinking of alcoholic beverages in public places.

7. VIOLATIONS

A person who violates any of the rules of the Baxter State Park Authority or a condition of a permit issued under those rules commits a civil violation for which a fine of not more than \$1,000 may be adjudged. Persons violating other applicable laws within the Park may also be punished in accordance with the provisions of those laws. In addition, persons violating these rules may be required immediately to leave the Park, and the Authority may revoke the

privilege of any person who violates these rules to enter the Park for a specified period.

**Baxter State Park, 64 Balsam Drive, Millinocket, ME 04462 (207) 723-9616
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