



MEMORANDUM

Date: September 28, 2026

To: Baxter State Park Authority at BSPA Meeting, Kidney Pond, Baxter State Park

From: Natural Resources Director Nava Tabak

Subject: Conveyance of the Austin Cary Lot

The Baxter State Park (BSP) Authority has long recognized that the Park's geographic distance from the so-called Austin Cary Lot (ACL) in Harpswell, Maine poses significant management challenges for BSP staff. On September 24, 2025, Resolves 2025, ch. 55 (H.P. 1151 - L.D. 1724) (attached) authorized the BSP Authority to convey the Austin Cary Lot to a new owner. The Resolve provides the BSP Authority discretion to select the next owner. It requires that a new owner be capable of managing the property subject to a perpetual deed restriction that ensures the Austin Cary Lot continues to be used primarily for sustainable forestry or wildlife management, while also allowing scientific, educational, and public recreational uses that are compatible with the primary uses. The Resolve also provided sole discretion to the BSP Authority over the specific terms of the conveyance that will best serve the public interest.

In October of 2025, Baxter State Park publicized a request for interest in ownership and management of the Austin Cary Lot. The request provided summary information about the property, including a description of the property, its history, and existing restrictions and encumbrances, and provided an overview of the anticipated conveyance process. Multiple persons expressed potential interest, and, in March of 2026, BSP provided interested persons with guidelines for submitting a proposal by June 2026. The guidelines stated that the primary selection criteria would be the demonstrated ability to manage the property in accordance with its deed restrictions. BSP requested information on the applicants' mission, vision for the property (including its interaction with the local community), potential partners and their roles, experience with rights-of-way and road associations, and each applicant's needs, requirements, constraints as to acquiring and stewarding the property.

Ultimately BSP received proposals from 1) the Harpswell Heritage Land Trust, and 2) The Austin Cary/Robert Tristram Coffin Preserve (ACTCP), a new organization that would be formed for the purpose of owning and stewarding the property and would consist of two ACL neighboring private landowners with a partner local land trust.

Based on the merits of its strong proposal, its qualifications, and the land conservation and stewardship track record of the Harpswell Heritage Land Trust, BSP staff recommend that the BSP Authority approve the conveyance of the Austin Cary Lot to the HHLT in accordance with the terms detailed in the attached purchase and sale agreement. If approved, the property and its intended uses would remain protected by an accredited land trust (which meets a national standard for excellence and conservation permanence) and the deed restrictions, thus avoiding any loss to the people of Maine. In acknowledgment of the long-term fiscal stewardship burden inherent with the property and in lieu of a stewardship fund or endowment from BSP, the HHLT

would pay only a nominal sum for the fee interest; additionally, it would pay all of the costs associated with the conveyance transaction and take responsibility for raising funds for the property's long-term stewardship.

In accordance with the Resolve, BSP provided advance notice of the BSP Authority's October 3rd public meeting to the legislative Joint Standing Committee on Agriculture, Conservation and Forestry, with courtesy copies to Harpswell's local legislators Senator Daughtry and Representative Golek, and owners of property on Long Reach Lane (who are all members of the Long Reach Road association).

Attached:

- Proposed Purchase & Sale Agreement
- Resolves 2025, ch. 55
- Notice letter to legislative committee
- Notice letter to the Long Reach Road Association
- Comment letter from Scott Cowger

PURCHASE AND SALE AGREEMENT
Land of Baxter State Park Authority
Town of Harpswell, Cumberland County, Maine

This Purchase and Sale Agreement (“Agreement”) is entered into pursuant to, and the conveyance contemplated herein is subject to, Resolve 2025, c. 55, Resolve, Authorizing the Baxter State Park Authority to Convey Certain Land in Cumberland County (the “Resolve”).

1. PARTIES. **Baxter State Park Authority**, an instrumentality of the State of Maine (“**Seller**”), agrees to sell, and **Harpswell Heritage Land Trust, Inc.**, a Maine nonprofit corporation (“**Buyer**”), agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 of this Agreement.

2. PREMISES. The premises to which this Agreement applies (the “Premises”) consists of the following parcel of land situated in the Town of Harpswell, Cumberland County, Maine: a parcel of land being approximately 228 acres situated on the westerly side of Harpswell Islands Road (a/k/a Route 24) and northerly and southerly of a private road known as Long Reach Lane on Great Island. The Premises is identified as Harpswell Map 49, Lot 13.

The Premises is all of the parcel described in the deeds to the Maine Forest Authority, predecessor in interest to Seller, and Seller as follows: (1) a deed dated December 20, 1973, recorded in Cumberland County Registry of Deeds at Book 3496, Page 215; and (2) a deed dated March 26, 1974, recorded in Cumberland County Registry of Deeds at Book 3524, Page 171; and (3) a deed dated December 27, 2017, recorded in the Cumberland County Registry of Deeds at Book 34578, Page 201. Excepting the land conveyed by the State of Maine acting by and through its Baxter State Park Authority to GG, IV, LLC by deed dated December 27, 2017, recorded in the Cumberland County Registry of Deeds at Book 34578, Page 203.

The Premises shall include any and all improvements located thereon, all rights, tenements, hereditaments, privileges, licenses, easements and appurtenances thereto, including, without limitation, all utility reservations, strips and gores of land, rights-of-way, fixtures located thereon, all timber, mineral interests, grazing rights, access rights, development rights, governmental licenses, permits and certificates applicable thereto, and all of Seller’s right, title, and interest in and to all public and private ways adjoining or serving the same, and all riparian rights and interests in waterbodies and the beds of waterbodies, on or adjacent to the described lands.

The Premises is benefitted by and burdened by easements in Long Reach Lane. For further reference, see Easement Relocation Agreement dated October 25, 2002 and recorded in said Registry at Book 18417, Page 41 and Amendment to

Easement Relocation Agreement dated October 20, 2011, and recorded in said Registry at Book 29089, Page 60. See Also the unrecorded Agreement by and between the Maine Forest Authority and the Long Reach Road Association dated March 7, 1980. Buyer shall take title to the Premises subject to, and together with the benefit of, the rights of way, access rights, and other easement rights of the abutting owners on Long Reach Lane arising under the foregoing instruments.

As of the Effective Date of this Agreement, Seller shall not further sell, lease, or encumber, directly or indirectly, any interest in the Premises prior to the Closing Date without Buyer's prior written consent, which may or may not be given in Buyer's sole discretion.

3. DEED. The Premises are to be conveyed to Buyer by a good and sufficient quitclaim deed without covenant, which deed shall convey title to the Premises, free from all liens, encumbrances, restrictions, rights, or exceptions except those of record that are acceptable to Buyer in accordance with Paragraph 7.B.

In accordance with the Resolve, the deed shall include the following perpetual restriction: "The property must be used for the primary purposes of sustainable forestry or wildlife management. The property may be used for other scientific and educational uses that are related to these primary purposes and must allow for public recreational use that is compatible with these primary purposes." This deed restriction shall supplement the 99-year restriction set forth in the 1973 and 1974 deeds referenced above.

Buyer acknowledges and agrees that the Premises are to be conveyed "AS IS, WHERE IS, AND WITH ALL FAULTS" without any express or implied warranties of any kind or nature for any use by Buyer, and that no representations are made by the Seller as to the marketability of title.

4. PURCHASE PRICE. Subject to any adjustments set forth in this Agreement, the purchase price for the Premises shall be One Hundred Dollars (\$100), to be paid at the Closing. This Purchase Price reflects the amount that Seller, in Seller's sole discretion, has determined under Section 3 of the Resolve to be in the public interest, in light of Buyer's assumption of the stewardship and management obligations described in this Agreement. Seller shall deposit the Purchase Price into the Public Reserved Lands Acquisition Fund established under 12 M.R.S. § 1850(2), as required by the Resolve.

In addition to the purchase price, Buyer shall reimburse Seller its transaction costs at Closing, in an amount up to Five Thousand Dollars (\$5,000). Transaction costs include, without limitation, legal and consultant fees, and transfer tax. Seller shall prepare a statement showing all transaction costs at least seven (7) days prior to the Closing.

All Closing payments shall be by attorney's trust account check, subject to the credits and prorations hereinafter set forth.

5. WITHHOLDING TAX. Seller is a Maine governmental entity and is not subject to withholding tax.

6. CLOSING DATE. Transfer of title, payment of the purchase price, and delivery of all documents necessary for the completion of the purchase of the Premises shall take place after all conditions referred to in Paragraph 7 hereof have been satisfied and no later than December 1, 2027 (the "Closing Date"), unless extended pursuant to Paragraph 7 or upon the mutual written agreement of the Buyer and Seller, at the offices of Buyer, or as otherwise agreed by the parties in writing.

7. CONTINGENCIES. In addition to such other conditions to closing as may be set forth herein, the obligations of Seller and Buyer under this Agreement are subject to the following contingencies:

A. Environmental Conditions. This Agreement is subject to environmental and other inspections to be performed within sixty (60) days of the Effective Date of this Agreement, with results being satisfactory to Buyer. Seller covenants that between the Effective Date of this Agreement and the Closing Date that Seller shall allow Buyer or Buyer's representatives access to the Premises, and Buyer or Buyer's representatives shall have the right to perform water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) on the Premises. Provided, however, that (a) any persons who enter onto the Premises enter at their own risk of loss and harm; and (b) the Buyer shall restore the Premises in the event of any significant disturbance as a result of such inspections. If Buyer is dissatisfied with the results of its inspections and testing, it shall so notify Seller within sixty (60) days of the Effective Date. Upon such notification, neither party shall have any further obligation to the other. Failure to give such notice shall be deemed a waiver of the right to terminate this Agreement under this paragraph.

B. Title. Buyer shall make any title defects known to Seller in writing on or before sixty (60) days from the Effective Date, except that Buyer need not object to, and Seller shall eliminate on or before the Closing Date, all monetary exceptions including, but not limited to: liens for all taxes and assessments that are due and payable; all mortgages and similar liens (including, without limitation, mortgages, contracts for deed, security interests, and deeds of trust); all judgments; and all other monetary encumbrances ("Monetary Exceptions"). Title defects shall not include the lack of vehicular access to the Premises. If Buyer fails to give such written notice, defects, if any shall be deemed irrevocable waived. If, in the sole opinion of Seller, it is unable to give

marketable title pursuant to the Maine State Bar Association Standards of Title, Buyer may: (1) accept such title as Seller is able to convey without reduction in the Purchase Price or any credit or allowance and without any other liability on the part of Seller; or (2) terminate this Agreement by providing Seller written notification and upon such notification, neither party shall have any further obligation to the other. Seller shall provide Buyer with a copy of Seller's most recent survey of the Premises, if any, promptly following the Effective Date. If Buyer desires a new or updated survey, Buyer shall obtain the same at Buyer's sole cost and expense, and any such cost shall not be included within Seller's transaction costs reimbursable under Paragraph 4. Buyer further acknowledges that Seller has not conducted a recent boundary walk or survey of the Premises, and Buyer agrees to accept the Premises subject to any encroachments, boundary line discrepancies, or other non-monetary title matters that a current survey might disclose, without requiring Seller to cure the same.

C. Condition of Premises at Closing. Full possession of the Premises free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then in substantially the same condition as they now are. Upon the execution of this Agreement, Seller shall not establish any structures, remove or permit the removal of any vegetation, soil or minerals from the Premises or disturb or suffer the disturbance of the existing contours and/or other natural features of the Premises in any way whatsoever, except with the prior written consent of Buyer, or except for actions approved by Buyer.

D. Remedies. If, at the applicable time stated therein, any of the conditions of Paragraph 7.A through 7.C are not met, or Seller cannot satisfy any warranty or representation in Paragraph 15, Buyer, at Buyer's sole option, may (i) waive any and all of these conditions and proceed to closing, or (ii) terminate this Agreement, whether or not extended, in which event the obligations of the Parties to one another shall cease.

E. Authority and Approvals. Seller's obligations under this Agreement are subject to: (1) receipt of all required Baxter State Park Authority Board approvals; (2) any necessary Court approvals; and (3) adequate funding. Nothing in this Agreement creates any obligation on behalf of Seller in excess of appropriated and obligated funding. If the amount of such funding is insufficient for Seller to perform its obligations under this Agreement or if any Park Authority or judicial approvals are not obtained, then Seller may terminate this Agreement, in which case the parties hereto shall have no further obligations hereunder. Seller's obligations are further conditioned upon Seller's compliance with the notification requirements of Section 4 of the Resolve, and, in the event a Member of the Legislature's joint standing committee having jurisdiction over parks and lands matters requests review of the proposed conveyance under Section 5 of the Resolve, upon completion of that committee's review process.

8. CLOSING DOCUMENTS. On or before the Closing Date, and in addition to any other documents referred to in this Agreement to be delivered to Buyer on or before the Closing Date, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys may reasonably require to complete the transaction contemplated herein:

(a) Transfer Documents. Seller shall execute, acknowledge and deliver to Buyer the Quitclaim Deed Without Covenant and a Real Estate Transfer Tax Declaration of Value.

(b) Title Affidavits. Seller shall deliver to Buyer such customary certificates or affidavits as Buyer shall require, or as the title insurance company issuing the title insurance policy to Buyer on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfilled mechanic's, materialmen's or similar liens and for parties in possession, provided, however, Seller will in no circumstances indemnify Buyer or the title insurance company.

(c) Nonforeign Person Affidavit. Seller is a Maine governmental entity and is not subject to federal withholding requirements.

(d) Maine Resident Affidavit. Seller is a Maine governmental entity and is not subject to withholding tax.

(e) Underground Oil Storage Tank and Septic Tank Statement. Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which written notice shall state either (i) that to the best of Seller's knowledge, there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection. Seller shall also deliver a certificate regarding the existence of any subsurface waste water disposal system located within any shoreland area, pursuant to 30-A M.R.S. §4216.

9. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to survive the Closing Date.

10. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the

deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

11. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to Premises shall be on Seller, provided, however, that Seller's risk of loss shall not include any loss to trees, brush, vegetation, or soils due to storms, fire or any matter beyond Seller's reasonable control.

12. PROPERTY TAXES. Seller is a Maine governmental entity and is not subject to municipal property taxes and such taxes do not need to be prorated at Closing.

The Maine real estate transfer tax shall be paid by Buyer in accordance with Paragraph 4 herein.

13. BROKERAGE. Buyer and Seller each represents and warrants to the other that no brokers, agents or consultants have been employed with respect to this transaction by either party.

14. DEFAULT/DAMAGES. Should Seller fail to perform Seller's obligations hereunder, Buyer may employ all remedies available at law or in equity, including without limitation specific performance. Should Buyer fail to perform Buyer's obligations hereunder, unless due to Seller's prior failure to perform its obligations hereunder, Seller may demand \$10,000 as liquidated damages, which shall be the sole and exclusive remedy.

15. AUTHORITY AND REPRESENTATIONS.

(a) Each party represents to the other that it has full power and authority to execute, deliver, and perform this Agreement, and that the individual executing this Agreement on its behalf has been duly authorized to do so.

(b) Buyer represents that it intends to fundraise an amount that is commensurate with the long-term stewardship needs of the Premises, in accordance with Land Trust Standards and Practices issued by the Land Trust Alliance.

16. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by electronic mail or by certified mail, return receipt requested, addressed as follows:

To Seller: Baxter State Park Authority
64 Balsam Drive
Millinocket, ME 04462
Email: nava.tabak@baxterstatepark.org

With a copy to:

Assistant Attorney General Lauren E.
Parker
Office of the Maine Attorney General
6 State House Station
Augusta, ME 04330-0006
Email: Lauren.Parker@Maine.gov

To Buyer: Harpswell Heritage Land Trust
153 Harpswell Neck Road
Harpswell, Maine 04079
Email: matt@hhltmaine.org

With a Copy to:

Robert H. Levin
94 Beckett St., 2nd Floor
Portland, ME 04101
Email: rob@roblevin.net

and such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

- (c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.
- (d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or

delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

- (e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.
- (g) This Agreement is not assignable.
- (h) Notwithstanding anything to the contrary herein, if any party hereto shall be delayed, hindered in, or prevented from the performance of any obligation or exercise of any right hereunder by reason of a Force Majeure Event, the time for such party to perform or to exercise a right under this Agreement shall be extended for the amount of time equivalent to the delay caused by such Force Majeure Event, provided such party gives prompt notice to the other party of such delay and the expected expiration thereof. The term "Force Majeure Event" shall mean any occurrence, circumstance or event not within the reasonable control of the party seeking the extension of time and such term shall include without limitation: acts of nature; fire; flood; natural disaster; war or threat of war; acts or threats of terrorism; civil disorder; strikes; lockouts; governmental regulation or advisory; or disease.
- (i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.
- (j) This Agreement is a binding contract when signed by both Seller and Buyer and when that fact has been communicated to all parties or to their agents. Buyer is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the dates shown below.

SELLER: Baxter State Park Authority

Date: _____

By:
Title:

BUYER: Harpswell Heritage Land Trust

Date: _____

By:
Title:

Effective Date: _____, 2026

STATE OF MAINE

IN THE YEAR OF OUR LORD
TWO THOUSAND TWENTY-FIVE

H.P. 1151 - L.D. 1724

**Resolve, Authorizing the Baxter State Park Authority to Convey Certain
Land in Cumberland County**

Preamble. The Constitution of Maine, Article IX, Section 23 requires that real estate held by the State for conservation or recreation purposes may not be reduced or its uses substantially altered except on the vote of 2/3 of all members elected to each House.

Whereas, certain real estate authorized for conveyance by this resolve is under the designations described in the Maine Revised Statutes, Title 12, section 598-A; and

Whereas, the State of Maine, through the former Maine Forest Authority, acquired fee title to an approximately 228-acre parcel of land known as the Austin Cary Lot in the Town of Harpswell in Cumberland County through 2 conveyances; and

Whereas, the first conveyance occurred in 1973 and gifted to the State by deed recorded in the Cumberland County Registry of Deeds, Book 3496, Page 215 a 5/6 common and undivided interest subject to deed restrictions; and

Whereas, the 2nd conveyance occurred in 1974 and transferred to the State by deed recorded in the Cumberland County Registry of Deeds, Book 3524, Page 171 the remaining 1/6 common and undivided interest subject to deed restrictions; and

Whereas, the deed restrictions on the property require that the Austin Cary Lot be used for a demonstration forest, wildlife management area or other educational and scientific uses for 99 years from the dates of the conveyances in 1973 and 1974; and

Whereas, the Maine Forest Authority paid for the 1/6 common and undivided interest in 1974 using funds from the inter vivos trust of Percival Proctor Baxter, which were designated for acquisition of additional lands for Baxter State Park and additional lands, not for inclusion in Baxter State Park for recreational and reforestation or scientific forestry purposes, or as wildlife sanctuaries; and

Whereas, in 1984 the Maine Forest Authority was abolished, and ownership and management responsibilities of the Austin Cary Lot were legislatively transferred first to the Bureau of Public Lands and then later in 1984 to the Baxter State Park Authority, which retains ownership and management responsibilities to the present day; and

Whereas, the Austin Cary Lot is located more than 220 miles driving distance from the Scientific Forest Management Area in Baxter State Park in Piscataquis County, and 180 miles driving distance from Baxter State Park's headquarters and only physical office in Millinocket, and Baxter State Park has no staff presence in or near Cumberland County; and

Whereas, the geographic distance of the Austin Cary Lot from Baxter State Park's headquarters and the Scientific Forest Management Area has for many years presented a challenge for Baxter State Park staff to manage the Austin Cary Lot; and

Whereas, the Baxter State Park Authority manages the Austin Cary Lot primarily for the purpose of demonstrating sustainable forestry with the assistance of a contracted licensed forester and in the past has relied on other state agencies to perform land management activities at the Austin Cary Lot to demonstrate sustainable forestry; and

Whereas, it will benefit the people of Maine to convey the Austin Cary Lot to an entity that has the presence to uphold the same management responsibilities that the Baxter State Park Authority is committed by deed to uphold. If the interest in the parcel is sold for cash, it will benefit the people of Maine to purchase alternative lands within Cumberland County that can be managed for the same purposes as dictated by the parcel's deed as a demonstration forest, wildlife management area or for other educational and scientific uses; and

Whereas, the Baxter State Park Authority requests legislative approval to convey the Austin Cary Lot; now, therefore, be it

Sec. 1. Baxter State Park Authority authorized to convey State's interest in Austin Cary Lot in Town of Harpswell in Cumberland County. Resolved: That the Baxter State Park Authority may, upon a majority vote and contingent upon receiving any necessary court approval, authorize the Baxter State Park Director to convey by quitclaim deed without covenants, a parcel of land totaling approximately 228 acres in the Town of Harpswell in Cumberland County, which is known as the Austin Cary Lot or Austin Cary Forest, together with all appurtenant rights and easements located on that property.

Sec. 2. Restrictions. Resolved: That the property described in section 1 must be conveyed to a person or entity capable of managing the property subject to the following perpetual deed restrictions for the benefit of the people of this State. The property must be used for the primary purposes of sustainable forestry or wildlife management. The property may be used for other scientific and educational uses that are related to these primary purposes and must allow for public recreational use that is compatible with these primary purposes.

Sec. 3. Consideration. Resolved: That consideration for the sale of the Austin Cary Lot described in section 1 may be for appraised fair market value of the land as determined by an independent assessment of the timber and other values or for an amount that the Baxter State Park Authority, in its sole discretion, determines to be in the public interest. All money received from the sale of the Austin Cary Lot must be deposited in the Public Reserved Lands Acquisition Fund established in the Maine Revised Statutes, Title 12, section 1850, subsection 2, and must be used by the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands exclusively for the purchase of

additional real estate in Cumberland County for the primary purposes of sustainable forestry or wildlife management and may be used for other scientific and educational uses that are related to, and must allow for public recreational use that is compatible with, these primary purposes.

Sec. 4. Notification. Resolved: That the Baxter State Park Director shall notify owners of property on Long Reach Lane in the Town of Harpswell abutting the parcel described in section 1 and the joint standing committee of the Legislature having jurisdiction over parks and lands matters at least 14 days in advance of any public meeting at which the Baxter State Park Authority will consider a proposed conveyance of the Austin Cary Lot described in section 1.

Sec. 5. Opportunity for review by legislative committee. Resolved: That a member of the joint standing committee of the Legislature having jurisdiction over parks and lands matters who receives notification under section 4 may notify the Baxter State Park Director of concerns and may in writing request review of the proposed conveyance by the joint standing committee of the Legislature having jurisdiction over parks and lands matters. A member who requests review under this section shall notify the chairs of the joint standing committee of the request.

When a request for legislative review is received under this section, the director may not finalize the conveyance until the joint standing committee of the Legislature having jurisdiction over parks and lands matters has held a public meeting to review the proposed conveyance.



BAXTER STATE PARK AUTHORITY

STATE OF MAINE
INFORMATION



AUTHORITY MEMBERS

PATTY CORMIER, Chair

Director, Maine Forest Service

AARON FREY

Attorney General

TIM PEABODY

Acting Commissioner, Inland Fisheries and Wildlife

PARK HEADQUARTERS

Park Director

Kevin Adam

64 Balsam Drive

Millinocket, Maine 04462

(207) 723-9616

Sen. Rachel Talbot-Ross, Chair

Rep. Bill Pluecker, Chair

Committee on Agriculture, Conservation and Forestry

c/o Legislative Information Office

100 State House Station

Augusta, ME 04333-100

and via email

September 17, 2026

Re: Notice of Baxter State Park Authority meeting (Resolves 2025, ch. 55, § 4)

Senator Talbot Ross and Representative Pluecker,

Resolves 2025, ch. 55, authorizes the Baxter State Park Authority (BSPA) to convey the so-called Austin Cary Lot in Harpswell, Cumberland County, subject to deed restrictions. Pursuant to section 4 of the resolve, please be advised that at its next meeting the Baxter State Park Authority (BSPA) is scheduled to consider a proposed conveyance of the Austin Cary Lot to the Harpswell Heritage Land Trust (HHLT).

The BSPA meeting will take place on October 3, 2026, starting at 10 a.m., at the Kidney Pond Library (at the Kidney Pond Campground) in Baxter State Park. Although the agenda for the meeting is not yet available, it will be posted on Baxter State Park's website in advance of the BSPA meeting.

At this meeting, Baxter State Park leadership will recommend to the BSPA that it vote to approve the conveyance of the Austin Cary Lot to HHLT. We are confident that HHLT is the most capable and motivated organization to carry on the protection and stewardship of this property in accordance with the deed restrictions.

Please let me know if you require additional information. Per section 4 of the resolve, we are also notifying the owners of property along Long Reach Lane in Harpswell of the upcoming BSPA meeting.

Respectfully,



Kevin Adam
Director, Baxter State Park



Nava Tabak
Natural Resource Director, Baxter State Park

cc: Senate President Matthea Doughtry, via email
Rep. Cheryl Golek, via email
Karen Nadeau, OPLA, via email



BAXTER STATE PARK AUTHORITY

STATE OF MAINE
INFORMATION



AUTHORITY MEMBERS

PATTY CORMIER, Chair

Director, Maine Forest Service

AARON FREY

Attorney General

TIM PEABODY

Acting Commissioner, Inland Fisheries and Wildlife

PARK HEADQUARTERS

Park Director

Kevin Adam

64 Balsam Drive

Millinocket, Maine 04462

(207) 723-9616

baxterstatepark.org

Reservations (207) 723-5140

Long Reach Road Association

Harpwell, Maine

via email: johnscottjones26@gmail.com, jameslowery@q.com, scottcowger1@gmail.com, howelyn@gmail.com,
nlfree@comcast.net, fullcircledesign@hotmail.com

September 17, 2026

Re: Notice of Baxter State Park Authority meeting (Resolves 2025, ch. 55, § 4)

Members of the Long Reach Road Association,

Resolves 2025, ch. 55, authorizes the Baxter State Park Authority (BSPA) to convey the so-called Austin Cary Lot in Harpswell, Cumberland County, subject to deed restrictions. Pursuant to section 4 of the resolve, please be advised that at its next meeting the Baxter State Park Authority (BSPA) is scheduled to consider a proposed conveyance of the Austin Cary Lot to the Harpswell Heritage Land Trust (HHLT).

The BSPA meeting will take place on October 3, 2026, starting at 10 a.m., at the Kidney Pond Library (at the Kidney Pond Campground) in Baxter State Park. Although the agenda for the meeting is not yet available, it will be posted on Baxter State Park's website in advance of the BSPA meeting.

At this meeting, Baxter State Park leadership will recommend to the BSPA that it vote to approve the conveyance of the Austin Cary Lot to HHLT. We are confident that HHLT is the most capable and motivated organization to carry on the protection and stewardship of this property in accordance with the deed restrictions.

Please let us know if you require additional information. Per section 4 of the resolve, we are also notifying the Joint Standing Committee on Agriculture, Conservation and Forestry of the upcoming BSPA meeting.

Respectfully,

Kevin Adam, Director, Baxter State Park

Nava Tabak, Natural Resource Director, Baxter State Park

Hon. Scott W. Cowger

242 Long Reach Lane, Harpswell, Maine 04079

Email scottcowger1@gmail.com

Mobile Phone/Text/Message 207-462-7701

September 19, 2026

Baxter State Park Authority

64 Balsam Drive

Millinocket, Maine 04462

Re: Baxter State Park Authority Meeting Regarding the Austin Cary Lot and Resolve 2025 Chapter 55

Dear Chair Cormier, Attorney General Frey, and Commissioner Peabody:

As a resident of Long Reach Lane in Harpswell, I have some concerns regarding the transfer of the so-called Austin Cary Lot in Harpswell that is presently held by the Baxter State Park Authority (BSPA). I am hopeful that you will accept public input before making your final decision. Unfortunately, I will be out of the country when you meet on October 3, 2026 to consider this transfer, as I would otherwise be at your upcoming meeting in person.

While I have no general objections to the transfer of this parcel to the Harpswell Heritage Land Trust (HHLT), there are a few issues that are of great concern to myself as well as other members of the Long Reach Road Association, as follows:

1. I have not had the opportunity to review the details of the HHLT proposal to understand the details of the proposed land transfer. I would hope that the details of this proposal will be made available, but my request to see this information has not been fulfilled as of this date.
2. Long Reach Lane, which is a mile long in total and which traverses the Austin Cary Lot for about three-quarters of a mile, is a privately-maintained road that is very narrow and winding. There are only seven landowners participating in the maintenance of this roadway (one is the BSPA) so there are very few resources available to maintain an adequate and safe travel way, and much of this work is done by several of the landowners at the end of the road.

As such, this road has a very poor gravel base in many areas, is difficult to traverse in the early spring, and has many areas that require a great deal of upkeep to maintain proper drainage. These issues, in addition to the narrow road that offers limited opportunity for passing vehicles, poor visibility around tight corners, and no parking show that the current road cannot handle any more traffic than the current use.

I ask that **THE USE OF LONG REACH LANE BE STRICTLY LIMITED TO THE CURRENT LANDOWNERS (AND THEIR GUESTS) AND THAT THIS PRIVATE ROAD NOT BE OPENED UP TO PUBLIC TRAFFIC.**

BSPA and/or HHLT would certainly be able to access the road for administrative or stewardship purposes.

3. The long causeway where Long Reach Lane crosses Long Marsh occasionally overtops at extreme high tides, and this area was severely damaged by extreme storms in January 2024. The

efforts of two of the homeowners at the end of the road, including myself, secured significant funds from FEMA to rebuild this causeway, but it did not include any funds to increase the resiliency of the causeway against future storms. There will likely be a significant expense within the next decade to raise this causeway in an effort to protect it against sea level rise and future storms, and any future landowner should be aware that there may be an increased financial obligation in the near future.

4. The original deeds which created the Austin Cary Lot very clearly call out a specific one-third cost obligation to maintain Long Reach Lane for the landowner of the Austin Cary Lot. The deeds did not call for the road to be maintained in proportionate share to the landowners, but a specific one-third obligation for this landowner. While this larger share has not been assessed in the recent past, it would seem reasonable to revisit this amount of contribution should there be an increase in the use of the roadway by the owner of the Austin Cary Lot.
5. The Austin Cary Lot is a very special piece of coastal Maine open space, and this area teems with many diverse species of flora and fauna. The healthy forests, salt marshes, and coastal and inland wetlands provide an unbroken and undisturbed habitat. Any transfer of this parcel should focus on the primary purpose of wildlife management in accordance with the original wishes of the donors of this parcel. As such, and in conjunction with item 2 above, I ask that **A CONDITION BE ADDED THAT THERE BE NO TRAILS OR PARKING DEVELOPED ON THE PARCEL** and that the focus would be on protecting the natural resources in this area.

And lastly, during the deliberations before the Maine Legislature on LD 1724 which was the genesis of the Resolve, Nava Tabak verbally committed that BSPA would hold a public meeting regarding this land transfer and that *the meeting would be held in the general area of Harpswell*. Having this discussion at your regular meeting in Millinocket is not fulfilling the spirit of that promise. I would hope that you would consider obtaining input more locally.

Thank you for your consideration of these issues, and I am available should you wish to reach out to me or any other member of our road association.

Sincerely,



Scott Cowger