

# ~~MODEL~~ CONSERVATION EASEMENT

LURC Model Conservation Easement—Rev-2004

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~~[[Language within double brackets is  
commentary]]~~



Granted by

**Plum Creek Maine Timberlands, L.L.C.**

to

Forest Society of Maine

(3)

CONSERVATION EASEMENT

~~\_\_\_\_\_ [Language within single brackets may be considered as changes or needed insertions where \_\_\_\_\_ appropriate]~~

~~\_\_\_\_\_ MODEL CONSERVATION EASEMENT  
\_\_\_\_\_ MAINE LAND USE REGULATION  
COMMISSION~~

\_\_\_\_\_, of \_\_\_\_\_, Town of \_\_\_\_\_, State of \_\_\_\_\_, [zip], (hereinafter KNOW ALL PERSONS BY THESE PRESENTS. PLUM CREEK MAINE TIMBERLANDS, L.L.C., a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine (hereinafter referred to as the "Grantor," which word is intended to include unless the context clearly indicates otherwise, the above-named Grantor(s), ~~[jointly and severally, and their] [and his/her heirs and assigns]~~ [and its successors and assigns], and any future owners or successors ~~in~~ interest to the Protected Property (defined below), and their executors, administrators and legal representatives; ~~GRANT(s) to [public agency or approved non-profit conservation organization], a [[describe type of Holder]], organized and existing under the laws of the State of Maine, with a mailing address of \_\_\_\_\_).~~ GRANTS to FOREST SOCIETY OF MAINE, a Maine not-for profit corporation with a place of business in [business location] (hereinafter referred to as the "HOLDER," "Holder," which word shall, unless the context clearly indicates otherwise, include ~~the~~ Holder's successors and/or assigns), and ~~grants to STATE OF MAINE~~ GRANTS to the STATE OF MAINE (hereinafter referred to as ~~"THIRD PARTY"~~ "Third Party", which shall, unless the context clearly indicates otherwise, include the Third Party's successors and assigns), acting by and through its Department of Conservation, Bureau of Parks and Lands, with a mailing address of 22 State House Station-22, Augusta, Maine, 04333, with ~~WARRANTY~~ QUITCLAIM COVENANT, in perpetuity, the following described **Conservation Easement** on land located in\_\_\_\_\_, \_\_\_\_\_ County [insert Townships and Counties], Maine, hereinafter referred to as the ~~PROTECTED PROPERTY, and described on Exhibits "Protected Property," and shown on a map on Exhibit A,~~ attached hereto, and ~~shown on a plot plan attached hereto at Exhibit B,~~ both made a part hereof by reference. ~~[[It is standard practice for the Holder of the easement to perform a title search before taking the easement. If this isn't done, the easement could prove to have no value, in light of superior liens or encumbrances that defeat it. It is important for LURC to ascertain that the Holder has done such a title search through its lawyer, and to know what the results are of that search, before allowing the transaction to proceed.]]~~

**PURPOSE**

~~[[IT IS IMPORTANT TO DESCRIBE THE PURPOSE OF THE EASEMENT WITH AS MUCH SPECIFICITY AS POSSIBLE. The purpose should be related to the property's conservation. Certain reserved uses, such as for sustainable forestry, may be acceptable in certain cases, but these should not be the primary purposes of the easement.]]~~

(4)

This Conservation Easement is intended to provide a significant public benefit by protecting and preserving in perpetuity the ~~natural and undeveloped character of the Protected Property,~~

~~including its wildlife habitat and its highly scenic and substantially forested character when viewed from the public waters of Lake and \_\_\_\_\_ Stream and public roads~~ Protected Property in its present and historic primarily undeveloped condition that allows its continued operation as a working forest with the perpetual ability to commercially produce forest products, and to conserve and/or enhance forest and wildlife habitats, undeveloped shoreline, and historic public recreation and nature observation and study opportunities of the Protected Property for present and future generations, subject only to such uses as are specifically provided for herein.

This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

~~[[Here, outline purpose, selecting from the following examples, and adding any special purposes or outstanding features.]]~~

~~**NATURAL AREA EASEMENTS:** It is the purpose of this Conservation Easement to preserve and protect in perpetuity the scenic and natural features of the Protected Property in a forever wild condition, subject only to changes appropriate to provide opportunities for low-impact outdoor recreation, nature observation and study, and to preserve the health of the Protected Property's forest, wetland, and shoreline ecosystems ; and to assure its availability to the general public for low impact outdoor recreational use]. Reference is made to the approved Concept Plan for Grantor's land, of which the Protected Property is a part, on file at the offices of the Maine Land Use Regulation Commission in Augusta, Maine, or successor agency.~~

~~**RESOURCE MANAGEMENT EASEMENTS:** It is the intent of this Conservation Easement that, except for timber harvesting, silviculture, [agriculture], and other uses expressly allowed herein, the Protected Property will be forever preserved and protected in its undeveloped, scenic and natural condition, and that it be available for the sustainable and environmentally sound growth and harvesting of forest products and for \_\_\_\_\_ low impact outdoor recreation by the general public. Reference is made to the approved Concept Plan for Grantor's land, of which the Protected Property is a part, on file at the offices of the Maine Land Use Regulation Commission in Augusta, Maine, or successor agency.~~

~~**LIMITED DEVELOPMENT EASEMENTS:** It is the purpose of this Conservation Easement to preserve and protect in perpetuity the natural, open and scenic character of the Protected Property and the opportunity for compatible outdoor recreational uses by the general public. In so doing, it is the purpose of this Easement to foster the continuation of responsible conservation practices and limited residential and recreational uses. Reference is made to the approved Concept Plan for Grantor's land, of which the Protected Property is a part, on file at the offices of the Maine Land Use Regulation Commission in Augusta, Maine, or successor agency.~~

The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant.

~~[[The following are examples of whereas clauses that help to describe and locate the property and identify what is worth preserving:]]~~

(5)

~~WHEREAS, the Protected Property consists of ( ) acres and approximately ( ) feet of scenic shoreline, that remains in a substantially undisturbed, wooded natural state; and~~

~~WHEREAS, the Protected Property comprises the entirety of , a distinct geographical feature which is an integral part of the landscape; and~~

~~WHEREAS, the Protected Property contains [describe important natural features and habitat; for instance: a diverse, natural landscape and geological features including forest, open meadow, marine intertidal, and freshwater wetlands, gravel and sand beaches, bold, rocky shoreline, spruce forest and juniper covered ledges, etc; and give approximate acreage of each feature, if significant.]~~

~~WHEREAS, the Protected Property remains in a substantially undeveloped and undisturbed, natural [wooded, wetland, grassland, etc.] state which provides habitat for [list common and special species]; and~~

~~WHEREAS, according to the [recite any studies indicating habitat value, Conservation Plan, author/date] the following wildlife is found on the Protected Property in season: , and the area is designated as an area of statewide/regional/local significance for such species; and~~

~~WHEREAS, the Protected Property is habitat for [is a nesting site of] [list special species:] , a species listed as endangered / threatened / watch list under the Maine Endangered Species Act, and/or under the Federal Endangered Species Act]; and~~

~~WHEREAS, the Protected Property is in close proximity to [recite any nearby parks, public lands, other conservation easement areas, important natural areas or preserves, special ecological or geographical features, areas that draw tourists]; and~~

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including large tracts of undeveloped forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, mountains, elevated ridges, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features;

WHEREAS, the Protected Property is a predominately forested land area of significant breadth and diversity, with outstanding natural resources, including sizeable forests of high quality, productive soils, diverse wildlife and plant habitat, extensive bogs, wetlands, rivers, streams, lakes, remote ponds, and other water bodies, and unique natural features, and qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 U.S.C. § 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;

WHEREAS, Grantor shall have the reserved right to use the Protected Property for commercial forest management under the terms of this Conservation Easement, consistent with the protection and preservation of rare and endangered species and rare and exemplary natural communities, significant wildlife values, special natural, historical or archaeological features, areas of high public value, and other conservation values identified herein;

(6)

WHEREAS, Grantor and Holder agree that continued management of the Protected Property as a commercial working forest, in a manner that protects rare and endangered species and rare and exemplary natural communities and conserves significant wildlife values, special natural, historical or archaeological features, and areas of high public values, is consistent with the goals of this Conservation Easement;

WHEREAS, Grantor and Holder agree that as long as the Grantor continues to manage the Protected Property as a commercial working forest, it will confer the following public benefits: (a) provide a continuing, renewable and long-term source of forest products; (b) provide for long-term management of the forest in accordance with best management practices to prevent erosion, sedimentation and other degradation of soil and water resources; (c) maintain a natural resource base for a forest-based economy and corresponding employment opportunities; and (d) support further investment in local businesses and community services that depend directly upon, or provide ancillary services to, a forest-based economy and forest product industry; and

recreation that is consistent with the preservation of its natural features; and for conservation and traditional non-intensive outdoor recreation by the general public, while permitting its use for commercial forestry consistent with the protection of those values, will make a lasting contribution to the State of Maine;

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WHEREAS, this Conservation Easement is granted in accordance with the terms and provisions of the Concept Plan for Plum Creek’s Lands in the Moosehead Lake Region (the “Concept Plan”) approved by the Maine Land Use Regulation Commission (“LURC”) on \_\_\_\_\_, 2007. This Conservation Easement is granted not as a gift but pursuant to the terms of [a Lake the Concept Plan or other development permit approved by the Maine Land Use Regulation Commission] and in consideration for and mitigation of certain development rights that will be or has been authorized by the Commission.

WHEREAS, Holder is a tax exempt public charity under §§ 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), is qualified under § 170(h) of the Code to receive qualified conservation contributions and is qualified to hold conservation easements pursuant to 33 M.R.S.A. § 476(2)B, as amended;

WHEREAS, this Conservation Easement is created pursuant to the Maine Uniform Conservation Easement Act, 33 M.R.S.A. §§ 476 et seq., as amended.

NOW THEREFORE ~~the~~ Grantor and Holder have established this Conservation Easement affecting the Protected Property consisting of the following terms, covenants, restrictions, and affirmative rights, which shall run with and bind the Protected Property in perpetuity:

**TERMS, COVENANTS AND RESTRICTIONS**

**1. ~~SUBDIVISION AND~~ GENERAL LAND USES**

(7)

~~The Protected Property may shall remain in one unified ownership and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots [or, subject to applicable zoning and permitting approvals, specify number of lots, possibly location on an exhibit, or require Holder and Third Party approval for any division]. Furthermore, no portion of the Protected Property may be used to permit increased development or discharge of any pollutant or transfer of development rights on land not subject to this conservation easement or for any other purpose. Structural~~ Except in connection with Forest Management Activities (defined below) or as otherwise expressly stated to the contrary herein, structural development, commercial, residential, industrial, energy generation, ~~quarrying, mining, gravel extraction~~ (other than Alternative Energy Generation Activities as defined below), landfill, and waste disposal activities are prohibited on the Protected Property, ~~unless expressly stated to the contrary herein~~. Without limiting the generality of the foregoing, houses, apartment buildings, multi-family housing units, ~~docks, piers,~~ campgrounds, condominiums, trailer parks, mobile homes, permanent outdoor high-intensity lights, motels or hotels, billboards, ~~antennae or apparatus for telecommunications and/or radar, use of aircraft except in an emergency,~~ junk yards, and commercial and industrial uses of all ~~kinds~~ kind, are specifically prohibited on the Protected Property unless otherwise provided herein.

Notwithstanding anything to the contrary in this Conservation Easement, Grantor, its successors and assigns, shall have the perpetual right to undertake any and all Forest Management Activities on the Protected Property, subject only to the limitations set forth in Paragraph 5 of this Conservation Easement, to undertake Alternative Energy Generation Activities subject to Holder's review and approval, which approval shall not be unreasonably withheld, and (i) Permitted Construction Material Removal Activities subject to the limitations set forth in Section 4 hereof, and (ii) Septic Field Activities permitted under Chapter 10 of the Maine Land Use Regulation Commissions Rules and Standards (or successor regulations thereto), but only in compliance with all requirements thereof. As used in this Conservation Easement, the term "Forest Management Activities" means all commercial forest management practices allowable under law (now or in the future) and the harvesting and removal of any and all forest products by any and all current and future harvesting and removal techniques allowable under law. Forest Management Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: reforestation, planting, growing, cutting, and harvesting trees, forest products, and other vegetation; construction, use, and maintenance of skid trails, skid roads, skidder bridges, log yards, landing and staging areas, land management roads, winter haul roads or other paths, roads, or trails used to provide pedestrian, domestic animal and vehicular access to and from and within the Protected Property in order to carry out the Forest Management Activities on the Protected Property; clearing for reforestation; harvesting, pruning, girdling, thinning, or trimming trees and other vegetation; harvesting forest products with domestic animals or mechanical equipment; maintenance of existing fields and meadows; conducting timber cruising, forest management planning, forest stand improvement, forest crop selection, forest research, and other forest resource evaluation activities; cutting and removing forest products, including but not limited to trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, lesser vegetation, and biomass; collection and processing of all sugar maple products; conducting fire control and other

(8)

activities to prevent or control losses or damage to forest crops or forest products; identifying and marking boundaries; salvaging forest crops or forest products; marking timber and performing other activities to identify trees or areas for harvest; performing commercial and pre-commercial silvicultural treatments; disposing of harvesting debris and conducting post-harvest or site recovery activities; applying in accordance with applicable statutes and regulations herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizers; removing, loading, and transporting timber and other forest crops and products; processing forest products with portable or temporary equipment designed for in-woods processing; trimming, cutting, removing, burning, or otherwise disposing of any trees or vegetation which are diseased, rotten, damaged or fallen; trimming, cutting, removing, or otherwise disposing of any trees or vegetation as is necessary to construct or maintain fire lanes, footpaths, and any roads permitted under this Conservation Easement; Permitted Construction Material Removal Activities (as defined below in Section 4 hereof); and any other activity Grantor deems useful or expedient in connection with the foregoing. As used in this Conservation Easement, the term (i) "Alternative Energy Generation Activities" means all activities related to the generation of electricity from wind energy; Alternative Energy Generation Activities shall include, but not be limited to, the following activities and Grantor's management of such activities: the construction, operation and maintenance of wind power facilities and any other improvements, fixtures, and equipment, whether temporary or permanent, that are related thereto or associated therewith, and (ii) "Septic Field Activities" means up to 200 acres at any given time of areas where septic tank wastes generated from surrounding communities (including newly developed areas) are disposed of through spreading on the land.

Further, notwithstanding anything to the contrary in this Conservation Easement, Grantor may grant permanent or temporary easement rights across the Protected Property to affiliates of Grantor and third parties for ingress, egress and utilities (including any access necessary for Alternative Energy Generation Activities and Permitted Construction Material Removal Activities) for all lawful purposes. Grantor shall provide notice to Holder prior to the grant of such easement rights. Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable when granting such rights, provided that the ultimate decision to grant such easement rights shall be made in the sole discretion of Grantor.

## **2. — ~~STRUCTURES~~ SUBDIVISION**

A. The Protected Property shall remain in its current configuration as an entirety without division, partition, subdivision or other legal or *de facto* creation of lots or parcels in separate ownership; provided that not more than five (5) separate lots of not less than 5000 contiguous acres each may be created and conveyed to others. Except as provided herein, any division whatsoever of the Protected Property, and any parcel created thereby, shall always be subject to this Conservation Easement. Grantor may enter into boundary line agreements to resolve bona fide boundary line disputes with the prior written consent of Holder which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.





B. Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder or to another entity that meets the requirements of Section 170(h)(3) of the Internal Revenue Code, (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes Annotated, as amended (or successor provisions thereof), for permanent conservation ownership by such a qualified entity, subject to the terms of this Conservation Easement.

C. All rights to develop or use the Protected Property that are prohibited by or inconsistent with this Easement are extinguished, and can not be used to transfer development rights to other land, or to permit increased development or natural resource use or removal on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, except as provided for in the Concept Plan.

D. Conveyance of Leased Lots located within the bounds of the Protected Property as of the date of this grant (as the same may be expanded to bring the lots up to compliance with then-current LURC regulations) shall not be deemed divisions of the Protected Property.

E. Notwithstanding any other provision hereof, Grantor may gift or sell from time to time up to 50 acres of the Protected Property in the aggregate to a public or semi-public entity free of the restrictions of this Conservation Easement (the "Permitted Public Purpose Transfers"). In selecting Protected Property for any Permitted Public Purpose Transfer, Grantor shall, to the extent reasonably practical, take into consideration the Protected Property's conservation values. This Conservation Easement shall be extinguished with respect to any Protected Property that is so transferred. Prior to any such Permitted Public Purpose Transfer, Grantor shall give Holder and Third Party 30 day written notice of the number of acres proposed to be transferred, the name of the transferee, the aggregate number of acres (after giving effect to the proposed transfer) of all Permitted Public Purpose Transfers, and the purchase price (if any). Proceeds (if any) of any Permitted Public Purpose Transfer shall be distributed in accordance with Section 15(G) hereof.

### 3. STRUCTURES AND IMPROVEMENTS

From the date of this Grant, no new structures, temporary or permanent, are allowed to be constructed, placed or maintained on the Protected Property, other than Forestry Improvements (described below), structures and improvements necessary for Alternative Energy Generation Activities, structures and improvements necessary for Septic Field Activities, structures and improvements necessary for Permitted Construction Material Removal Activities, structures and improvements for purposes of nature observation (including, without limitation, observation blinds and platforms), trails for use by the general public, tents, recreational vehicles (provided that any such recreational vehicle is not left in any one place on the Protected Property for a length of time or in a manner that is inconsistent with transient recreational purposes) and temporary camping structures subject to Grantor's rights to regulate such uses as set forth in Section 7 hereof, and roads, utilities and telecommunications facilities approved by the

(10)

Maine Land Use Regulation Commission (or its successor agency). Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) when siting any structure or improvement allowed hereunder, to the extent reasonably practicable, provided that the ultimate decision site such structures and improvements shall be made in the sole discretion of Grantor.

Notwithstanding the foregoing, Grantor may develop, construct, maintain, install, replace and repair at any time and from time to time Forestry Improvements on the Protected Property. For purposes of this Conservation Easement, the term "Forestry Improvements" means any and all structures, facilities, improvements and that are related to Forest Management Activities on the Protected Property, including, without limitation, roads, fences, bridges, gates, maple sugar houses and appurtenant facilities, forest management camps, logging camps, and housing facilities for persons involved with Forest Management Activities on the Protected Property, barns, garages, storage facilities, portable and permanent sawmills, mobile chippers, and other processing equipment and facilities, associated signs and structures, utility services to serve and support such Forestry Improvements, including telecommunication systems, electric power lines and generation facilities, wells, and septic disposal facilities; provided, however, that, to the extent reasonably practical, such utility services crossing the Protected Property shall be located in a manner to minimize their impact on the Protected Property's conservation values. Forestry Improvements shall only be used in connection with and/or for the purpose of accomplishing Forest Management Activities on the Protected Property. All Forestry Improvements permitted hereunder shall be installed and constructed in accordance with applicable laws and regulations.

Existing (as of the date of the grant of this Conservation Easement) structures, improvements and utilities that are not associated with Forest Management Activities may be maintained, replaced and repaired from time to time, but may not be expanded without the consent of Holder, which consent shall be granted only upon a determination by Holder, in its reasonable judgment, that the action will not be inconsistent with the purpose of this Conservation Easement. New, minor structures and improvements for traditional, recreational uses such as trails, not more than 5 (five) Back Country Huts (as defined below), bridges, benches, tables, public boat launches, erosion control systems, wells and springs, may be installed, constructed, maintained, repaired, and replaced from time to time, without the consent of Holder, provided that such structures and improvements are installed and constructed in accordance with applicable laws and regulations. Notwithstanding the foregoing, new public boat launches that accommodate boats on trailers may be installed and constructed from time to time only with the consent of Holder. Once installed and constructed, such trailered boat launches may be maintained, repaired, and replaced from time to time, without the consent of Holder. New roads, utilities and telecommunications facilities, and/or public fire and safety buildings may be installed, constructed, maintained, repaired, and replaced from time to time, and easements, rights of way, or other interests may be granted to others in connection therewith, without the consent of Holder provided that such roads, utilities, telecommunications facilities, and/or buildings are approved by the Maine Land Use Regulation Commission (or its successor agency), and are installed and constructed in accordance with applicable laws and regulations, and further provided that, to the extent reasonably practical, such roads, utilities, facilities, and/or buildings crossing or located

(11)

on the Protected Property shall be located in a manner to minimize their impact on the Protected Property's conservation values. Notwithstanding the foregoing, no more than 6 (six) telecommunication/cell "towers" shall be constructed on the Protected Property. For purposes of this Conservation Easement, the term "Back Country Hut" means a structure containing group and/or individual sleeping quarters and kitchen facilities that is constructed and maintained in connection with a trail or trail system and used as a commercial lodging facility on a transient basis by persons primarily in pursuit of primitive recreation, including without limitation hiking, backpacking, cross-country skiing, and snowshoeing.

~~As of the date of this Grant, there are no structures on the Protected Property except for boundary markers, [include here any other known structures currently on property (the location of which structures is shown on Exhibit and a description of which is provided in the Baseline Documentation maintained by Holder)]. No additional structures, temporary or permanent, are allowed on the Protected Property, other than for purposes of primitive trails for use by the general public, except that Grantor reserves the right to preserve and maintain the aforesaid structures that are already located on the Protected Property, and to replace and relocate the same with the Holder's prior written consent, [add any exceptions to the foregoing prohibition]~~

### **3.4. SURFACE ALTERATIONS**

~~As of the date of this Grant, there are no man-made, surface alterations on the Protected Property, except trails, land management roads as shown on Exhibit and described in the Baseline Documentation maintained by Holder, and primitive campsites. [Add any other known surface alterations here]. No additional~~Except in connection with Forest Management Activities and/or other uses of the Protected Property permitted by this Conservation Easement (including Alternative Energy Generation Activities, Septic Field Activities and Permitted Construction Material Removal Activities in compliance with the regulations of the Maine Land Use Regulation Commission or its successor agency), no new filling, drilling, excavation, or alteration of the surface of the earth, no removal of soil or minerals, and no changes in the topography, ~~surface or sub-surface water~~ are allowed on the Protected Property, ~~except for the following: [add any exceptions to the foregoing prohibition];~~ provided, however, that Grantor shall not be deemed to be in breach of the terms hereof in the event a third party owner of mineral rights conducts mining activities, and further provided that Grantor shall have the right to conduct surface and subsurface water extraction activities for forestry and residential purposes only, and to construct and maintain structures and facilities necessary for the same, provided that any such extraction is conducted in a sustainable manner and does not adversely affect the conservation values protected by this Conservation Easement. In the event Grantor conducts water extraction activities on the Protected Property, such activities shall be included in the Multi-Resource Management Plan approved by Holder.

Excavation or alteration of the Protected Property for removal (by quarrying or otherwise) and storage of rock, gravel, aggregate, sand, other similar construction materials (collectively "Construction Materials") shall be permitted in connection with (i) Forest Management Activities on the Protected Property; (ii) Forest Management Activities of Grantor on other adjacent lands owned by Grantor, (iii) the maintenance, construction, and use of roads not owned by Grantor but which are used by Grantor to access the Protected Property; (iv) the road maintenance, property improvement, or

(12)

constructions activities of the State, cities, towns and third parties in the vicinity of the Protected Property, or (v) the development of areas zoned for development under LURC rules (such permitted excavations or alterations of the Protected Property are referred to hereinafter collectively as the “Permitted Construction Material Removal Activities”). Grantor specifically reserves the right to give, exchange or barter Construction Materials from the Protected Property, or make incidental sales thereof for the purposes of such Permitted Construction Material Removal Activities. Grantor’s Permitted Construction Material Removal Activities under this Section 4, including any reclamation undertaken following such activities, shall be conducted in accordance with applicable local, state and federal laws.

The right to conduct Permitted Construction Material Removal Activities is subject to the requirement that the disturbed area for such activity does not exceed 15 acres in size per extraction site and there are no more than 400 acres actively disturbed and not revegetated and stabilized at any one time . The removal of loose surface decorative rock is not subject to these restrictions.

#### ~~4. VEGETATION MANAGEMENT~~ 5. FOREST MANAGEMENT

As of the date of this grant, the Protected Property is in a substantially natural, predominantly forested condition with areas of [List any special areas or sensitive resources as documented in the Baseline Documentation] [Note, this will be done after the signing of the PSA but before the grant of the Conservation Easment].

Grantor reserves the right to manage vegetation on the Protected Property, subject to applicable laws and regulations, in a manner that assures the continuing and sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allows for Forest Management Activities. If undertaken, Forest Management Activities must be designed and implemented to ensure an economically viable, continuing, renewable, and long-term harvest of forest products, consistent with the forestry principles set forth below and with the use of the Protected Property by the general public as set forth in Section 7, below, subject to the following conditions:

A. Grantor reserves the right to manage vegetation for Forest Management Activities, and for the control and prevention of fire and disease, eradication of invasive species, wildlife habitat improvement, and general forest health, in accordance with a Multi-Resource Management Plan (hereafter the “Management Plan”) designed to ensure the utilization of silviculturally sound forestry methods that: 1) allow for a continuing, renewable, and long term source of forest products; 2) assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable, and long-term harvest of forest products; 3) protect fish, wildlife, riparian and recreational resources and designated scenic areas of the Protected Property and its conservation values; and 4) protect Special Management Areas identified in the Baseline Documentation (defined below).

B. Grantor reserves the right to manage non-commercial vegetation by cutting, pruning and planting without the requirement of a Management Plan, as necessary to exercise the rights reserved to Grantor hereunder, and to accommodate traditional non-intensive outdoor recreation by the general public allowed by this

(13)

Conservation Easement as set forth in Section 7, below, including the removal of vegetation for safety purposes, for the creation of scenic vistas and views from trails, public roadways, campsites, overlooks, and other designated public vantage points; provided that all such vegetation management shall be conducted in a manner to assure the sustained ability of the Protected Property and its soils to support healthy and vigorous forest growth and allow for a continuing, renewable and long-term source of forest products, and in a manner that maintains the traditional scenic character and healthy wildlife habitat and forest ecosystem of the Protected Property (all parties acknowledge, however, that the Protected Property has been, and may continue to be, used as a commercial working forest). The incidental sale of vegetation cut or removed from the Protected Property in the exercise of Grantor's non-commercial vegetation management rights shall not require a Management Plan, and need not be addressed in the Management Plan.

C. All Forest Management Activities shall be consistent with the maintenance of a healthy and biologically diverse forest, prevention of soil erosion and preservation of soil productivity, preservation of water quality, wetlands and riparian zones, preservation of traditional scenic character as viewed from designated public vantage points located at [list here] (provided that all parties recognize that the Protected Property has traditionally been used as a working forest and that scenic views from such locations have historically included evidence of commercial forestry operations), maintenance of existing, identified wildlife habitat and recreational resources, and shall accomplish the Forestry Principles set forth below:

(i) protection of identified wildlife habitat and unique natural areas, as documented in the Baseline Documentation;

(ii) preservation of traditional, non-intensive outdoor recreational activities allowed under Section 7 of this Conservation Easement;

(iii) protection of traditional scenic quality, recognizing that the Protected Property as traditionally been used as a commercial working forest, and that evidence of such use has been visible from many public and private vantage points and is part of the scenic character of the Protected Property;

(iv) maintenance or improvement of the diversity and health of the forest and the productive capacity of the soil;

(v) preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters;

~~No standing timber may be cut or removed from the Protected Property except as specifically provided in this Easement or as necessary to the uses of the Protected Property specifically provided herein, or as allowed by prior written consent of Holder. [Holder may engage in commercial timber harvesting activities and related forest management activities on the Protected Property in an environmentally sound and sustainable manner, provided that the same are undertaken in accordance with a forest management plan, prepared by a registered professional Maine Forester, which plan has been approved in writing by Holder as preserving the health and biological diversity of the forest, preserving habitat flora and fauna,~~

(14)

~~maintaining forest sustainability, preserving wetlands and minimizing erosion and sedimentation. All timber harvesting and related operations must comply with all applicable laws, including without limitation any applicable Lake Concept Plan or other applicable regulations of the Land Use Regulation Commission. No timber harvesting, skid trails or land management roads may occur within feet of Lake, Stream or other surface waters as shown on Exhibit .]~~

(vi) allowance for a continuing, renewable, and long term source of forest products; and

## ~~5. WILDLIFE AND WATER QUALITY PROTECTION~~

(vii) conservation of significant historic and archaeological resources as contemplated by the SFIS.

~~In order to assure the preservation of the high quality scenic, natural and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:~~

~~A. Overboard discharge or direct discharge of treated or untreated black or grey water waste into salt or fresh surface waters on or about the Protected Property is strictly prohibited.~~

~~B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic or other waste material on the Protected Property, except that organic compost, blowdowns, and by products of on site forest management permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with the conservation purposes of this Easement, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.~~

### D. Management Plan; Amendment; Certification.

~~C. The use of herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances must be controlled and limited so as not to have an adverse effect on the wetland, flora, fauna or other habitats associated with the Protected Property and must be used in accordance with all applicable laws and regulations.~~

(i) Management Plan: All Forest Management Activities, except preliminary timber cruising and resource evaluation, shall be conducted in accordance with the Management Plan. After the Management Plan has been agreed to by the parties hereto, Grantor shall operate within the constraints of the Management Plan in accordance with the terms of this Conservation Easement. The Management Plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed annually by the parties. The Management Plan shall remain in effect until amended or modified by the parties, provided that no amendment or modification to the Management Plan shall become effective until agreed to by Grantor, Holder, and Third Party.

(ii) Third party certification: Grantor shall comply with the Forestry Principles set forth in 5.C., above and 6 below, by conducting its Forest Management Activities in accordance with the Management Plan. So long as Grantor maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below) then Grantor shall be



(15)

deemed to be in full compliance with said Forestry Principles and the Management Plan. For purposes hereof, a “Qualifying Forestry Certification Program” shall be any of the following: (i) the Sustainable Forestry Initiative 2005-2009 Standards; (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (v) American Tree Farm System Certification for parcels created pursuant to Section 2, above and approved by Holder and Third Party; or (iv) any similar program that Holder reviews and approves based upon Holder’s assessment of the standards and procedures of that program, which approval shall not be unreasonable delayed, conditioned, or withheld. For purposes of obtaining a certification from a Qualifying Forestry Certification Program, the forest management requirements set forth in Sections II, III and IV of the Management Plan shall be covered by the certification audit. It is agreed by the parties hereto that the initial Management Plan submitted by Grantor (but not attached as an exhibit hereto) is in full compliance with the terms and requirements of this Conservation Easement, including the Forestry Principles set forth above. Grantor acknowledges that the purpose of the Management Plan is to guide Forest Management Activities in compliance herewith. In the absence of third-party certification, the Forestry Principles set forth herein as implemented through the Management Plan shall continue to govern Forest Management Activities on the Protected Property and the actual activities and outcomes on the Protected Property will determine compliance with this Conservation Easement.

\_\_\_\_\_ (iii) Timber harvesting shall be supervised by a licensed professional forester and conducted under written contracts with competent operators, which contracts shall specify relevant requirements for compliance with this Conservation Easement.

## **6. RECREATIONAL WASTE MANAGEMENT AND FOREST CHEMICALS**

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities and other activities specifically permitted by this Conservation Easement, including removal of invasive species, or for public safety

(16)

purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

## 7. PUBLIC ACCESS EASEMENT

It is Grantor ~~agrees to take no action to prohibit or discourage daytime, non-motorized and non-destructive public use of the Protected Property [or designate area(s) such as trails or other public recreation areas depicted on Exhibit.] [The public may also access~~ 's intent and objective to allow non-commercial, non-motorized public access on and across, and use of, the Protected Property for traditional, low-intensity recreational uses and to maintain opportunities for such uses of the Protected Property. In furtherance thereof, daytime, pedestrian use of the Protected Property by ~~motor vehicle on road and parking will be allowed along the roadside or in an unpaved parking area shown on Exhibit~~ Grantor has the public shall be permitted; provided, however, that Grantor reserves the right to make reasonable rules and regulations for different types of public use, and to control, limit, or temporarily prohibit, by posting and other means, any ~~of the following:~~ use by the public (including without limitation, night use, camping, loud activities, open fires, ~~use of~~ motorized vehicles ~~and~~ use of equipment, ~~all~~ and areas of access) for purposes of protecting public safety, protecting the conservation values of the Protected Property ~~and preventing unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Property, provided that such rules and regulations are subject to Holder's prior written consent except in cases of emergency.~~, to ensure compliance with all applicable laws, and to accommodate Grantor's Forest Management Activities and other uses of the Protected Property permitted hereunder. Grantor reserves the right to allow motorized recreational use of the Protected Property (including snowmobiling), in the sole discretion of Grantor. Grantor will take into consideration the conservation and traditional non-intensive outdoor recreation values protected by this Easement and will maintain, to the extent feasible, the resource values set forth in the Baseline Documentation (as defined below) in granting any such motorized recreational use.

To the extent allowed by Grantor, in its sole discretion, traditional recreational uses of the Protected Property by commercial guides, by customers of commercial sporting camps, and by non-profit camping and educational and scientific institutions, may be permitted on the Protected Property, provided that they occur in a manner that is consistent with the terms and the Purpose of this Conservation Easement. Grantor reserves the right to charge fees to commercial users of the Protected Property.

Notwithstanding the foregoing, this Conservation Easement does not grant any easement, right of way, right of access, or other interest or license on, across, over, or affecting any other land of Grantor not included in the Protected Property, and this Conservation Easement does not, and shall not be construed to, impose upon Grantor, or its successors or assigns, any obligation to provide or allow public access on, across, over, or affecting any land of Grantor not included in the Protected Property. Any such rights or licenses affecting any land of Grantor not included in the Protected Property, if granted by Grantor in its sole discretion, shall be by a separate instrument or instruments recorded in the Registry of Deeds where such other land is located, and no such rights or licenses shall arise by implication, necessity, or otherwise, and this Conservation Easement does not expand or extend any privilege or license currently provided by Grantor.



(17)

Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof (Maine Recreational Use Statute), under the Maine Tort Claims Act, and under any other applicable provision of law and equity.

Any use of the Protected Property by the public is at the public's sole risk and liability, and any use of the Protected Property shall be deemed a waiver of any and all liability of Grantor, its successors and assigns, for any injury, loss or damage occurring from such use.

7. —

## **DEFINITIONS**

~~For all definitions of the terms in this Conservation Easement and its attachments, reference is hereby made to laws and regulations of the Maine Land Use Regulation Commission in existence on the date hereof, which definitions are hereby incorporated by reference, unless the context otherwise requires. In addition, the following terms shall have the following meanings, unless the context otherwise requires:~~

~~**A. Gross Covered Ground Area:** The term "gross covered ground area" of a structure means the "footprint," or surface area of the earth occupied or covered by such structure, calculated on the basis of the exterior dimensions of the perimeter walls or bounds of such structure, and includes, in addition, the surface area of the earth occupied or covered by any attached porches or decks, whether enclosed or open air, but does not include the ground area used by subsurface waste disposal systems, roadways or completely underground facilities.~~

~~**B. Not Prominently Visible:** By use of the phrase "not prominently visible" from "public vantage points" the parties do not intend to require that a structure be made completely invisible from public view points, which include without limitation any public trail, road, water body, or other place where the public has a right to be, but that reasonable measures be taken so that the structure is designed, sited, covered with natural colored stains or building materials and/or screened with sufficient intervening vegetation, so that it is not readily noticeable during daylight hours from said vantage points. The adequacy of vegetative screening and other measures taken to control visibility is to be determined in the reasonable discretion of the Holder.~~

~~**C. Normal High Watermark:** The term "normal high watermark" means that line which is evident from visible markings, changes in the character of soils due to the prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. In places where the shore or bank is of such character that the high watermark cannot be easily determined (rock slides, ledges, rapidly eroding or slumping banks), the normal high watermark will be estimated from places where it can be determined by the above method. Setbacks from the normal high watermark will be determined by horizontal measurement to the nearest point of the structure or activity.~~

Nothing in this section shall be construed to prevent law enforcement personnel from entering the Protected Property at any and all times for the purposes of carrying out official duties.

## **8. BASELINE DOCUMENTATION**

The parties agree that a Baseline Documentation Report (the “Baseline Documentation”) will be completed by a natural resource professional familiar with the area, reviewed by Holder and Grantor, and acknowledged by them to be an accurate representation of the physical and biological condition of the Protected Property and its physical improvements as of the date of the conveyance of this Conservation Easement. Grantor shall provide, and the Baseline Documentation shall include the most recent SFI certification audit and supporting documentation. Such audit and supporting documentation shall be kept confidential by Holder and used solely for purposes of ongoing monitoring and enforcement of this easement. It may only be released to third parties if required by state statute or judicial proceeding. In the event a controversy arises with respect to the nature of the biological and/or physical condition of the Protected Property and its improvements, the parties may use the Baseline Documentation, as well as all other relevant or material documents, surveys, reports, or other information to assist in the resolution of the controversy.

The current conditions and forest practices on the Protected Property, as documented in the Baseline Documentation are consistent with the terms, conditions, and Purposes of this Easement.

**9. PROTECTION OF CONSERVATION VALUES**

Upon mutual agreement of Grantor and Holder, the boundaries of the Protected Property may be modified for the purposes of protecting important conservation values and/or natural features or to establish an easily identifiable boundary to the Protected Property (such as a roadway or stream thread), such as wetlands or other sensitive areas, provided that there is no net change in the total acreage of the Protected Property.

**8.10. NOTICES**

Any notices to or requests for the consent or approval of Holder must be also ~~made to Third Party, which must join in any such consent or approval as may be required of Holder in order for the same to be effective~~ copied to Third Party, and Third Party shall be provided with an opportunity to comment. Any such notices required or contemplated hereunder must include, at a minimum, sufficient information to enable Holder and Third Party to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation purposes hereof. Notices to any party must be in writing and will be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To Grantor: Plum Creek Maine Timberlands, L.L.C.  
999 Third Avenue, Suite 4300  
Seattle, Washington 98104  
Attn: General Counsel

With a copy to: Plum Creek Maine Timberlands, L.L.C.  
49 Mountain Avenue  
Post Office Box 400

(19)

Fairfield, Maine 04937-0400  
Attn: General Manager, Northeast Region

To Holder: [Holder]  
[Address]  
[City, State ZIP]  
Attn: [Notice Officer]

With a copy to Third Party:Maine Bureau of Parks and Lands  
22 State House Station  
Augusta, Maine 04333  
Attn: Director, Planning and Land Acquisitions

or to such other authorized person as any party may from time to time designate by written notice to the others in the manner set forth above.

**9.11. COSTS AND TAXES, RESPONSIBILITY**

Grantor is responsible to pay and discharge when due all property taxes, assessments, and other costs, charges, liens and encumbrances lawfully imposed upon or in connection with the Protected Property and to avoid the imposition of any liens or encumbrances that may affect Holder's ~~rights hereunder~~ rights hereunder. In the event a lien created against the Protected Property is to be executed, the Holder, at its option, shall, after written notice to Grantor, have the right to pay funds to discharge the lien in order to protect Holder's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement; provided, however, that Grantor first shall have the right to contest any such lien by legal proceedings. In the event Grantor elects to contest any lien by legal proceedings, Holder's right to pay and discharge such lien(s) shall not arise until and unless such lien(s) are determined as a result of such legal proceedings to be valid and enforceable against the Protected Property, or unless and until Grantor has abandoned its prosecution of such legal proceedings.

Grantor acknowledges that Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain or keep up the Protected Property. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property, and will indemnify, defend, and hold harmless ~~the~~ Holder and Third Party from any claims for damages which arise therefrom, except for harm proximately caused by their negligent act or misconduct, or as may arise out of their workers' compensation obligations.

**10.12. HOLDER'S AFFIRMATIVE RIGHTS**

A. Holder has the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to prevent any activity on or use of the Protected Property that is ~~inconsistent with the purpose~~ in violation of this Conservation Easement (other than those activities expressly authorized hereunder), and to require

(20)

where reasonably practicable the restoration of any area or feature damaged by such ~~inconsistent activity~~ violation to a condition in compliance herewith. Holder shall not be entitled to monetary damages (other than those ordered by a Court in connection with such restoration and/or monetary damages to eliminate economic benefits gained by Grantor from activities in violation of the terms of this Conservation Easement). Holder shall provide Grantor with thirty (30) days' prior notice of and opportunity to cure any breach, except where emergency circumstances require enforcement action without such delay. Holder may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from changes beyond the control or responsibility of Grantor, such as fire, flood, storm, and earth movement, from the actions of parties not under the control of Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property ~~resulting from such causes.~~ If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker. If a Court (or other decision-maker chosen by mutual consent of the parties) determines that this Conservation Easement has not been breached, Holder will reimburse Grantor for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, out-of-pocket costs and any other payments ordered by the Court or decision-maker.

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

~~C. Holder has the right to require that Grantor's reserved rights be exercised in a manner that avoids unnecessary harm to the conservation values to be protected by this grant.~~

~~D. Holder has the right to conduct a professional boundary survey of the Protected Property or any part thereof, which survey will be at Grantor's cost if it is required to determine that there is a violation of this Conservation Easement and does not unreasonably interfere with Forest Management Activities undertaken by Grantor.~~

~~E. [[Holder may reserve other negotiated rights here, such as trail maintenance rights, the right to require mowing of an open area, the right to mow and charge the owner, the right to conduct scheduled supervised tours upon reasonable notice (but this right should not impair Holder's right to inspect the Protected Property at any time), the right to manage primitive camping areas or other public recreation areas, the right to erect a sign or boundary markers informing the public and abutters that the land is privately owned and/or under Holder's protection, etc.]]~~

C. ~~F.~~ Holder has the right ~~but not the duty,~~ but not the duty, to manage public recreational use of the Protected Property, to the extent such use is permitted hereby, in the absence of Grantor's managing such use.

#### **11.13. THIRD PARTY RIGHTS AND ENFORCEMENT; APPLICABLE LAWS**

(21)

~~\_\_\_\_\_The~~ Grantor grants to the Third Party the same entry, inspection, ~~approval,~~ management and enforcement rights as are granted to ~~the~~ Holder under this Conservation Easement, and the Management Plan. However, the ~~Parties~~parties hereto intend that ~~the~~ Holder shall be primarily responsible for the monitoring and enforcement of this Conservation Easement, and that the Third Party intends to assume such responsibility only if ~~the~~ Holder fails to properly monitor and enforce. However, the Third Party may at any time exercise, in its own name and for its own account, all the rights of monitoring and enforcement granted ~~the~~ Holder under this Conservation Easement. The Third Party shall also have access to the Protected Property, and to any and all records of ~~the~~ Holder relevant to the Protected Property. Annual monitoring reports will be filed by ~~the~~ Holder with the Third Party. In the absence of third party certification under Section 5 hereof, Grantor agrees to provide to Holder the types of information that would be made available to a third party auditor so that Holder may monitor and enforce the terms of this Easement.

Notwithstanding that Third Party has executed this Conservation Easement, nothing herein may be construed as approval of or as a substitute for approval or regulation of any activities under the regulatory jurisdiction of the Maine Land Use Regulation Commission or other State regulatory body. Nothing in this Conservation Easement may be construed to permit an activity otherwise prohibited or restricted by state, local, or federal laws or regulations, ~~all of with~~ which ~~laws and regulations~~ Grantor shall have a responsibility to comply ~~with~~. Any penalty for or mitigation of a violation of a regulation of the Maine Land Use Regulation Commission imposed upon the Grantor by the Maine Land Use Regulation Commission shall be deemed sufficient penalty for or mitigation of a violation of the terms of this Conservation Easement, if the activity causing such violation of the Land Use Regulation Commission regulations is also a violation of this Conservation Easement, such that Grantor shall not be penalized or subject to mitigation twice for a single act.

#### ~~12.14.~~ **ADDITIONAL CONSERVATION EASEMENT REQUIREMENTS UNDER MAINE LAW ~~AND U.S. TREASURY REGULATIONS~~**

A. This Conservation Easement is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1989, Sections 476 through 479-B, inclusive, as amended, ~~(or~~ and successor provisions thereof), and shall be construed in accordance with the laws of the State of Maine.

~~\_\_\_\_\_B. Even though this Conservation Easement results in no tax deduction, it is established exclusively for conservation purposes as contemplated by the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") at Title 26, U.S.C.A., Section 170(h)(1) (6) and Sections 2055 and 2522, and under Treasury Regulations at Title 26 C.F.R. §1.170A-14 et seq., all as amended, (or successor provisions thereof).~~

~~B.~~ C. ~~The~~ Holder is qualified to hold conservation easements pursuant to Title ~~33,~~33 Maine Revised Statutes Annotated, Section 476(2)(B), as amended, ~~(or~~ successor provisions thereof), and is a Qualified Organization under Section 170(h)(3), ~~of the Internal Revenue Code of 1986,~~ as amended (or successor provisions thereof), to wit: a publicly funded, non-profit, section 501(C)(3) organization having a commitment and

~~(22)~~

the resources to protect the conservation purposes of the donation and enforce the restrictions hereof.

C. ~~D.~~—The Third Party is qualified to hold third party rights of enforcement on conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(A), as amended (or successor provisions thereof).

~~E.~~—D. This Conservation Easement is assignable by Holder, but only after notice to and approval by Third Party and Grantor (which approval shall not be unreasonably withheld), and only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or successor provisions thereof) and Section 476(2) of Title 33 of the Maine Revised Statutes Annotated (1989), as amended (or successor provisions thereof), and that agrees, as a condition of transfer, to monitor, enforce, and otherwise uphold the conservation purposes and terms of this grant: provided that the parties hereto agree that the State of Maine is an approved assignee.

~~F.~~—~~Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant.~~

~~G.~~—~~In order to establish the present condition of the Protected Property and its natural and scenic resources so as to be able to properly monitor future uses of the Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Property's relevant features and conditions (the "Baseline Documentation or Data"), and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant. A copy of the Baseline Documentation shall be submitted to and shall be subject to the approval of the Third Party.~~

E. ~~H.~~—The Protected Property may be used to secure the repayment of debt, provided that the ~~right~~rights of ~~the~~ Holder and Third Party to enforce the terms, restrictions, and covenants created under this Conservation Easement shall continue and not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien. The restrictions of this Conservation Easement, and Holder's and Third Party's right to enforce them shall be superior to any mortgage or lien.

~~I.~~—~~This Conservation Easement constitutes a property right owned by the Holder. Notwithstanding that this Conservation Easement is an obligation, and not a financial asset, should it be extinguished which may be accomplished only by court order, Holder is entitled to a share of the proceeds of any sale, exchange, voluntary or involuntary conversion of the unrestricted property, including by an act of eminent domain or in lieu thereof, according to Holder's proportional interest in the Protected Property as determined by Treasury Regulations 1.170-A-14 (g)(6)(ii) or successor regulations. Holder's proportional interest is determined as of the date of this grant and will not include value attributable to improvements to the Protected Property that are in accordance with the terms of this Conservation Easement made after the date of this grant. Holder will use such proceeds for its conservation purposes, as approved by the Third Party.~~

**13.15. GENERAL PROVISIONS**

A. Grantor reserves to itself, its successors and assigns all rights accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, all uses of the Protected Property that are not expressly prohibited or restricted by this Conservation Easement and that are consistent with the Purposes hereof.

B. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of ~~the~~ Holder and/or the Third Party. The failure or delay of ~~the~~ Holder or Third Party, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

C. Grantor agrees to notify Holder and Third Party prior to any transfer of its interest in the Protected Property. A party's rights and obligations under this Conservation Easement shall terminate when such person or entity ceases to have any interest in the Protected Property or this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

D. The parties may amend this Conservation Easement only to the extent that changes are not inconsistent with the conservation purposes of this grant, and only by written and recorded agreement executed by ~~the~~ Grantor, Holder, and Third Party.

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

F. Interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine. Should uncertainty arise in its meaning, this Conservation Easement should be interpreted in favor of conserving the Protected Property for the conservation purposes stated herein.

G. EXTINGUISHMENT. If circumstances arise in the future which render the Purpose impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with any exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after satisfaction of any prior claims and net of any costs or expenses associated with such sale, Grantor and Holder shall divide the proceeds from such sale so that Holder receives the stipulated fair market value of the Easement as determined in accordance with Section 15.H. All such proceeds received by Holder shall be used by Holder in a manner consistent with Holder's conservation purposes. This paragraph shall not apply, and there will be no division of proceeds with respect to any sale, exchange or transfer of the Protected Property where the transferred



(24)

Protected Property remains subject to the Easement whether explicitly or by operation of law.

H. VALUATION. This Easement constitutes a real property interest immediately vested in Holder, which, for purposes of Section 15.G, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements made by Grantor, which amount is reserved to Grantor) by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant. The parties shall include the ratio described in the preceding sentence with the Baseline Documentation on file at the office of Holder and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction.

I. CONDEMNATION. If all or any part of the Protected Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Holder shall act jointly to recover compensation for their respective interests in the Protected Property and Easement, and all resulting direct or incidental damages. All expenses reasonably incurred by Grantor and Holder in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Holder's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section 15.G. If only a portion of the Protected Property is subject to such exercise of the power of eminent domain, this Easement shall remain in effect as to all other portions of the Protected Property.

[the remainder of this page intentionally left blank]



IN WITNESS WHEREOF, Plum Creek Maine Timberlands, L.L.C., Grantor, has caused this Conservation Easement to be signed in its corporate name, and its corporate seal to be hereto affixed, by Rick R. Holley, its President, hereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered \_\_\_\_\_ PLUM CREEK  
in the presence of: \_\_\_\_\_ MAINE TIMBERLANDS, L.L.C.

By:

\_\_\_\_\_ Rick R. Holley  
\_\_\_\_\_ Its President

STATE OF WASHINGTON )  
COUNTY OF KING \_\_\_\_\_ ) ss:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally appeared Rick R. Holley, to me known to be the President and Chief Executive Officer of Plum Creek Maine Timberlands, L.L.C., the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company and that the seal affixed is the seal of said limited liability.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Printed Name: \_\_\_\_\_

~~[grantor signature blocks and notary acknowledgements]~~

**HOLDER ACCEPTANCE**

The above and foregoing Conservation Easement was authorized to be accepted by [Holder], Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through \_\_\_\_\_, its ~~President~~ \_\_\_\_\_, hereunto duly authorized, this ~~day of~~ \_\_\_\_\_, 200\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered \_\_\_\_\_ [HOLDER]  
in the presence of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ By:  
\_\_\_\_\_  
\_\_\_\_\_ [name of officer]  
\_\_\_\_\_ Its [insert title]

State of Maine  
County of \_\_\_\_\_, ss. \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

~~[holder signature block and notary acknowledgement]~~  
Personally appeared \_\_\_\_\_, \_\_\_\_\_ and  
authorized representative of the above-named Holder and acknowledged the foregoing  
instrument to be his free act and deed in his/her said capacity, and the free act and deed of  
said [Holder].

Before me,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Notary Public  
Name: \_\_\_\_\_

**THIRD PARTY APPROVAL**

The f

Commissioner, hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Signed, sealed and delivered \_\_\_\_\_ MAINE DEPARTMENT  
in the presence of: \_\_\_\_\_ OF CONSERVATION

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[insert name of Commissioner]  
Its Commissioner

State of Maine  
County of Kennebec, ss. \_\_\_\_\_

20\_\_\_\_-

Personally appeared \_\_\_\_\_, hereunto duly authorized,  
and acknowledged the foregoing instrument to be the free act and deed of that person in  
said capacity as Commissioner of the Maine Department of Conservation.

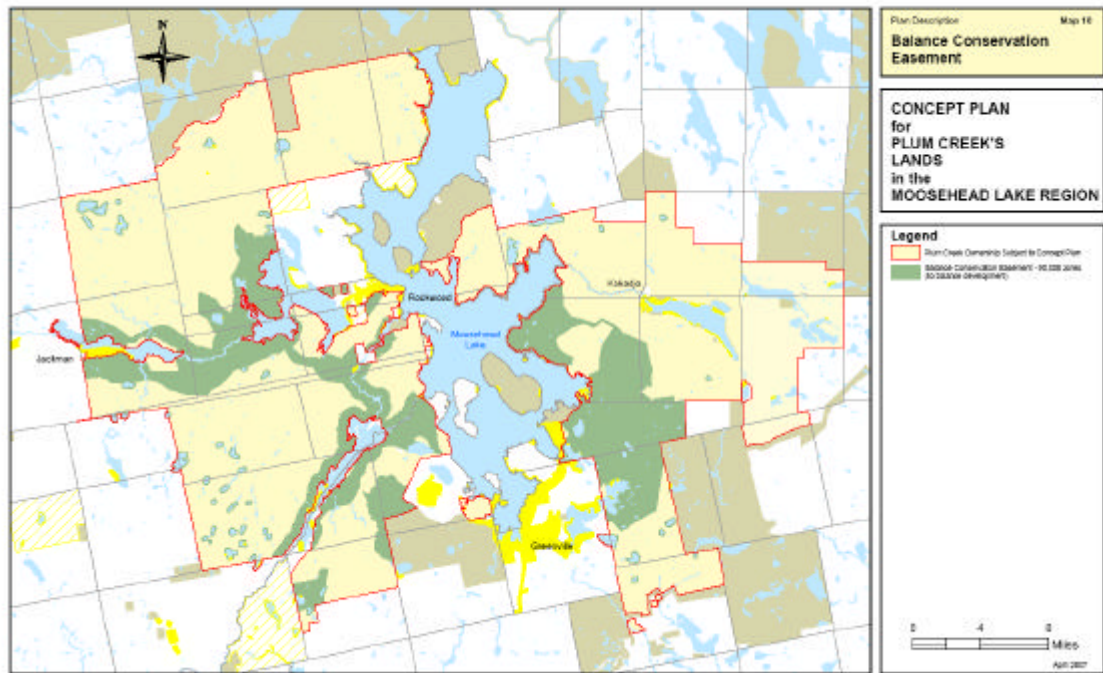
Before me,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

[third-party signature block and notary acknowledgement] ATTACHMENTS:

EXHIBIT A - ~~A Metes and Bounds description~~ Map of the ~~property~~ Protected Property.



Multi-Resource Management Plan  
Addressing  
Forestry Standards  
of  
The Plum Creek/Forest Society of Maine Conservation Easement

This Multi-Resource Management Plan (“Plan”), dated as of \_\_\_\_\_, 2006, is entered into by **PLUM CREEK MAINE TIMBERLANDS, L.L.C.**, a Delaware limited liability company, formerly known as SDW Timber II, L.L.C., with a place of business in Fairfield, Maine, (hereinafter referred to as “Landowner” or “Plum Creek” or “Grantor”) and the Forest Society of Maine (“Holder”).

This Plan is being entered into pursuant to Section 5.D of that certain **CONSERVATION EASEMENT** (the “Easement”) granted by Plum Creek to Holder on \_\_\_\_\_, 2007. The intent of the Easement granted in connection with the Concept Plan for Plum Creek’s Gateway Lands in the Moosehead Lake Region (the “Project”) is to effect the purpose of the Forest Legacy Program (“FLP”), in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. 2103c), to protect environmentally important forest areas that are threatened by conversion to non-forest uses and therefore also protect important scenic, cultural, fish, wildlife, recreational resources and riparian areas. A further purpose of the Forest Legacy Program and the Easement is to protect the capacity of the Protected Property (as defined below) to produce economically valuable forestry products and to allow Landowner and its successors and assigns to continue to conduct commercial timber and resource management. Plum Creek’s objective is to fully utilize its resources through innovative forestry management and harvest techniques. Wise stewardship and good business practices go hand in hand.

A further intent of the Easement is to perpetuate the Protected Property as forest land; to ensure the long term, professional management of the forest resources through forestry activities permitted hereunder; and to provide for commercial production of forest products in a manner compatible with the conservation of water quality, fish and wildlife habitat, and recreation.

The intent of this Plan is to meet the requirements of the FLP to protect environmentally important forest areas that are threatened by conversion to non-forest uses. The FLP requires this Plan to identify and describe objectives and actions that Plum Creek will take to protect, manage, maintain, and enhance soil, water, range, aesthetic quality, recreation and public access, timber, fish, and wildlife resources in a manner compatible with Landowner objectives.

## Introduction

### Ownership Location

This Plan covers portions of Plum Creek's Maine ownership that lies adjacent to Moosehead Lake and is approximately 90,378 acres in size as the same are described in the Easement (the "Protected Property"). (See Appendix A/Ownership Map)

### History

Plum Creek purchased the Protected Property in two different transactions. The initial and largest purchase was from S.D. Warren Company in 1998. The next addition took place in 2004 through an acquisition from Great Eastern Timber Company.

The Protected Property has a long history of ownership by large commercial forest landowners. Much of the land has always been timberland as it was very marginal for farming in relation to other accessible areas in the mid-west. The few acres that were farmed, reverted to forestland starting as early as the mid 19<sup>th</sup> century, accelerating during poor economic times such as the post World War 1 and depression eras. The placement of a softwood pulpwood mill on the lower Kennebec River late in the 19<sup>th</sup> century contributed to having the land consolidated into large contiguous blocks. Spruce and fir were the species of choice and could be transported by river drive. With limited road transportation, the mill owner concentrated land purchases in the Kennebec watershed and were able to block up significant acreages.

### Forest Condition

Limited market opportunities have dominated the forest practices on the Protected Property until the last 20 years. Until the late 19<sup>th</sup> century, harvests were restricted to softwood logs, starting first with white pine followed by Spruce. From the early 20<sup>th</sup> century until about 1990, spruce and fir dominated the pulpwood markets. Hardwood pulpwood has only enjoyed wide spread pulpwood markets for about 20 years. Hardwood logs have enjoyed wide use since about 1900. The lack of hardwood pulpwood markets left many hardwood and mixedwood stands with growing stock of less than optimal quality.

Two major forest types dominate the land base. Beech, birch and maple dominate the hardwoods and spruce/fir dominate the softwoods. Cedar, white pine and hemlock are minor components of the landscape. White ash is a minor component of the forest but is found throughout the ownership. Poplar, although a minor component, is usually found in concentrations due to its ability to dominate disturbed areas. Red Oak is a very valuable species but is restricted to the southern extremes of the Protected Property.

### Silvicultural practices

Although natural regeneration is relied upon most frequently, several thousand acres of softwood plantations have been established on the more fertile soils on the Protected Property. Red pine, black and white spruce, jack pine and larch were the

(32)

chosen species for planting. Over time, favored species have changed moving from jack pine to red pine and finally to the spruces. This transition was driven by the anticipated budworm initiated softwood shortfall

Significant areas of natural spruce and fir regeneration have been pre-commercially thinned (“PCT”).

Herbicide use has been an integral part of the silvicultural program in addition to planting and pre-commercial thinning. These practices started in the early 1980’s, achieved their greatest use by 1990 and are currently at a maintenance level.

Mature stands, regardless of species composition, tend to be past an age suitable for thinning and are invariably in need of regeneration harvests. Past hi-grading (extraction of the most valuable products) in hardwood and mixedwood stands has only intensified the need to regenerate the older forests.

Plum Creek timberlands enjoy good growth rates. Much of the land has gentle relief and good drainage.

#### Certification Record

Plum Creek as of the date hereof subscribes to the Sustainable Forestry Initiative Program, which was developed in 1994 by the American Forest and Paper Association (AF&PA). The program is a comprehensive system of principles, objectives, and performance measures that integrates the perpetual growing and harvesting of trees with the protection of wildlife, plants, soil and water quality. Plum Creek currently manages the Protected Property to the Sustainable Forestry Initiative 2005-2009 Standards (“SFIS”).

Plum Creek foresters and the independent contractors who work for the company are committed to good stewardship. Plum Creek will continue to manage the Protected Property in a responsible manner in compliance with the SFIS or other Qualifying Certification Program (as defined below) as well as this Management Plan.

#### Administration

Plum Creek maintains offices that are well situated to administer the various activities on the land base (see ownership map). Field offices are located in the towns of Bingham, Greenville and the Township of Johnson Mountain. The Protected Property falls under the jurisdiction of the Greenville and Johnson Mountain complexes. A regional office is located in Fairfield that addresses local as well as regional issues

Harvesting, road building/ maintenance, silviculture activities and some merchandizing is done by independent contractors. Plum Creek supports an employee work force that is engaged in supervisory, management, accounting and merchandizing functions. Plum Creek’s land base is within commuting distance of numerous communities which provide a majority of its work force.



There are multiple markets for most species and product grades. Most of these markets have been in existence for many years and provide volume and pricing stability.

### Wildlife

Plum Creek forests support an abundance and variety of wildlife. Prevalent game species are white tailed deer, black bear, moose, grouse, rabbit and woodcock. Turkeys are locally abundant in the southern tier of the property. The cold water fisheries of brook trout, land lock salmon and lake trout are well represented in the ponds and streams. The pine martin and fisher are well established and lynx sightings are regularly recorded. Lynx appear, however, not to have become established to any significant degree. Bald eagles have made an excellent comeback with hardly a year passing without additional nest sites being documented. These resources provide enjoyment for the general public and for specific species, commercial opportunities for guides, trappers and sporting camps. The extensive road system and open lands policy allow good utilization of the wildlife resources.

State and federally listed endangered and threatened species are managed in accord with recognized guidelines where ever the species occur.

### I. Plan - Scope and Flexibility

The Easement under Sections 5.C and 6 sets forth “Forestry Standards” that shall govern Plum Creek’s commercial forest management on the Protected Property. Plum Creek shall comply with these Forestry Standards by conducting its commercial forest management in accordance with the provisions of the plan below.

So long as Plum Creek maintains a third party certification that the Protected Property is being managed in accordance with a Qualifying Forestry Certification Program (as defined below), then Plum Creek will be deemed to be in full compliance with these Forestry Standards and this Management Plan. For purposes of obtaining a third party certification, the management standards and requirements of the plan set forth in Sections II, III and IV of this Management Plan shall be included in the standards that are covered by the certification audit conducted by the Qualifying Forestry Certification Program auditor. For purposes hereof, a “Qualifying Forestry Certification Program” shall be any of the following: (i) the SFIS as in effect on the date hereof (including the SFI Audit Procedures and Qualifications)(copies of which are appended hereto and made a part hereof); (ii) successors to the SFIS; (iii) the Forest Stewardship Council Program; (iv) American Tree Farm System Certification for parcels created pursuant to Section 2 of the Easement and approved by Holder; or (v) any similar program that Holder reviews and approves, such approval not to be unreasonably withheld.

### II. General Provisions of the Plan

#### Element A - Forest Health

(34)

Plum Creek's forest management practices are designed on a landscape scale to maintain or improve the diversity and health of the forest and the productive capacity of the soil as contemplated by the SFIS.

Forest harvesting and silvicultural activities are used to create and maintain the forest in a healthy and vigorous condition. To facilitate this objective, pre-harvest prescriptions are developed by foresters and results recorded on inspection sheets.

Contacts with various state agencies are used to raise awareness of potential forest health issues and to develop coordinated responses. State issued reports are distributed to assist foresters in identifying problems and to develop management solutions.

Each field office will keep Maine Forest Service ("MFS") information on pest out breaks up to date. Area foresters (Plum Creek field foresters) are responsible to field review for potential local problems as they conduct their normal duties.

Current quarantine information and associated compliance records will be kept on hand and area foresters will insure that forest product and equipment movement off site is in compliance. Plum Creek will participate in infestation control and quarantine efforts by the state. Requests by the state for insect and disease sample sites will be honored.

A list of invasive species that are likely to threaten native plant and animal communities within the Protected Property will be kept on file at unit offices. For each species, if available, information on identification, distribution, dispersion mechanisms, impacts, and control mechanisms will be obtained. Appropriate state agencies (Department of Environmental Protection, MFS and Agriculture will be the principal resources for developing the list. Training will be provided on identification and control. The Plum Creek Sportsman's Map will be used to raise public awareness.

Annually, Plum Creek personnel will have meetings with state fire control officials to discuss their respective activity plans. Equipment and operational locations will be reviewed. During times of very high fire danger, logging contractors will be expected to police their operations during non-working times and know the location of equipment suitable for fire suppression. The public will be prohibited from building out door fires in fire hazard areas.

Plum Creek personnel will annually correspond with the Maine Forest Service concerning the upcoming fire season.

#### Element B – Utilization

Plum Creek's utilization program is designed to provide the maximum net return from its harvested volumes consistent with environmental concerns and prudent business practices.

A portion of the annual pulpwood harvest is subject to a fiber supply agreement with the previous owner of the Protected Property. Remaining volumes are available for sale to other markets. Aside from the long-term fiber agreement Plum Creek believes that

long-term relations with specific mills are critical to achieve the highest return on sales over the long term. The utilization program has several key components that contribute to its overall success.

#### Element C – Forest Practices

Plum Creek’s forest management practices are designed on a landscape scale to allow for a continuing, renewable, and long term source of forest products as contemplated by the SFIS.

Forestry operations are supervised by Plum Creek employees having either a B.S degree in forestry, a state approved Professional Forester License or under the direction of a forester having either of the two aforementioned credentials (all called area foresters).

The forest area is broken into areas of a size requiring the supervision of one “area forester” averaging about 40,000 acres.

Area foresters are required to determine the silvicultural prescriptions for the harvests within their designated areas. Harvest prescriptions are recorded on a harvest prescription form. This prescription forms the basis from which to determine the success of the proposed operation and determines the future direction of the stand(s). Area foresters are expected to fully understand the interaction between the silvicultural characteristics of managed species, soils properties and phisographic features of the harvested area. Science-based alternatives having higher returns are encouraged. In addition, all applicable laws, rules and ordinances are followed.

Area foresters are given periodic educational opportunities to further their understanding of silvicultural options available to them. This is accomplished by periodically accessing groups such as Cooperative Forestry Research Unit (CFRU), National Council for Air and Stream Improvement NCASI), the Manomet group, industrial landowners and expert internal resources.

Area foresters are required to know and comply with all forest practice type regulations, including those specific to riparian zones.

Plum Creek maintains and periodically updates its forest inventory on the Protected Property through a combination of initiatives including incorporation of harvest information, growth, sales, purchases, catastrophic events, cultural treatments, interim inventories, etc. The inventory is maintained by species and products for the major forest types found on the Protected Property. The forest types are identified by major species groups, height, and density. Soils maps are available to area foresters.

Forestry staff currently use the Woodstock model to predict future inventory levels. This model has been used since mid-2001. The Woodstock model is run periodically to estimate future inventory for the next 20 years or more. Such runs incorporate the previously mentioned updates plus annual inventory changes, updated growth curves and anticipated management initiatives. Harvest levels are flexible in order

to maintain a targeted level of inventory at the end of the planning period. Harvest and silvicultural activities are tracked annually and checked against recommended levels.

Staff periodically updates forest management maps to reflect, new harvests, road activity, silviculture projects, sales, purchases, changes in regulated zones, special habitat locations and other land use changes.

For all regeneration harvests, stand prescriptions sheets will specify either natural or artificial regeneration. Most regeneration will be accomplished using natural regeneration. No exotic species are currently being planted but could be in the future. Occasionally, natural softwood regeneration is inadequate and in-fill planting of compatible softwood species takes place. No hardwood species are planted.

Foresters are encouraged to rely on natural regeneration and reverting to planting in situations where either substantial productivity or quality gains can be realized. For natural regeneration, species will be favored that normally occupy the type of site being regenerated. Higher value species will be favored provided species/site relationships are compatible. Pre-commercial thinning, herbicide use and early commercial thinning are available options if value gains can be realized.

Planting stock comes from seed that has been improved through the selection of parents exhibiting superior growth and form characteristics. This seed comes from Plum Creek's Maine seed orchard and other sources if needed. Certain species such as red pine that have little or no genetic variability are either purchased or collected during forest harvests from Company land. No biotech originated seed is currently used, but may be in the future if appropriate and only in compliance with all laws and regulations. The company controls its seed sources to insure better quality seedlings for its planting program. Its white spruce seed source originated from plantation stock exhibiting superior growth and form characteristics. On sites having documented nutrient issues, slash is either returned or left in place, depending on the harvesting equipment used.

Grantor shall provide notice to Holder prior to the planting of any exotic species. (or use of biotech originated seeds.) Grantor agrees to take into consideration the Protected Property's conservation values (including the avoidance of habitat fragmentation) to the extent reasonably practicable, provided that the ultimate decision to plant exotic species (use biotech originated seeds) shall be made in the sole discretion of the Grantor.

Reforestation of clearcuts will meet the Forest Practice Act (FPA) requirements for acceptable growing stock. For other regeneration harvests, regeneration will be addressed in the prescription sheet and be consistent with any legal requirements. Unless in conflict with other objectives, adequacy of regeneration is judged on its meeting state and local laws and protocol requirements where they exist. All clearcuts (State of Maine definition) are checked by area foresters for compliance within 5 years of harvest. The mapping system is programmed to alert foresters, two years after harvest, as to areas requiring regeneration checks. Compliance information is kept at the unit level. Forestry staff tabulates the regeneration type harvests for state reporting purposes.

The company is involved in several research projects to improve forest productivity. Membership in the Cooperative Forestry Research Unit (CFRU) funds

(37)

projects in fertilization, hardwood improvement, commercial and pre-commercial thinning, herbicide trials and site evaluation tools. Several of these projects are located on Plum Creek lands. Periodically, area foresters are given updates on evolving applied forestry research, which alternates between field and office presentations. Visitations to other public and private land ownerships take place as well.

Growth plots are maintained on maturing Plum Creek plantations and PCT sites to develop better growth information.

#### Element D – Legal Compliance

All activities carried out by employees on behalf of Plum Creek will be carried out in conformance with applicable laws. Whenever appropriate, compliance will be part of the job's requirements as reflected in goals or other appropriate mechanism. Each office will maintain a compliance file that records any reported infraction and the outcome including mitigation obligations.

Legal compliance will be checked through a variety of processes. Periodic field and office checks by company personnel will be made to determine compliance. Issues needing attention will be immediately addressed and corrected. Any compliance issue will be communicated to other offices that could have the same problem. Periodically, upper management for the region will be appraised on compliance and actions to correct deficiencies and maintain acceptable performance. A file will be maintained to document office and field checks, actions required and taken and annual reports to and from upper management.

#### Element E – Wildlife Practices

Plum Creek's forest management practices are designed on a landscape scale to address the protection of identified wildlife habitat and unique natural areas as contemplated by the SFIS.

An objective of the SFIS is to ensure that forest management practices will "manage the quality and distribution of wildlife habitats and contribute to the conservation of biological diversity by developing and implementing stand- and landscape-level measures that promote habitat diversity and the conservation of forest plants and animals including aquatic fauna." The SFIS provides general performance measures and indicators to meet this objective. Plum Creek will manage the Protected Property consistent with the SFIS objective, performance measures and indicators.

Plum Creek manages its resources while considering fish and wildlife through judicious control of road access, timber harvest management, and cooperation with state and federal fish and wildlife agencies.

Plum Creek's forest management program promotes the perpetuation of native species and forests stands/types. A modest planting program is carried out and currently only uses native species. Silvicultural prescriptions necessary to insure the success of this management program are detailed in the stand prescription sheets.

The Protected Property is periodically surveyed to update its forest cover types. These cover types are in turn transformed into metrics compatible with DeGraaf's Matrix for terrestrial vertebrates. This information is the foundation from which to evaluate how the land base is addressing the habitat needs of a broad range of species. The Company's land base is very extensive and contiguous providing a singular opportunity to positively impact biodiversity and wildlife habitats on a landscape scale. Plum Creek further extends its influence beyond its boundaries by working with other landowners through the SFI State Implementation Committee (SIC) outreach educational and training programs.

Maine's Department of Inland Fisheries and Wildlife (DIF&W) identifies species of special concern including threatened and endangered species and provides regulatory and non-regulatory standards, guidelines and Best Management Practices (BMPs) for habitat management. Specific to Plum Creek lands, Eagles, white tailed deer and vernal pools require special habitat considerations. Riparian zones are provided special regulatory and non-regulatory protection to promote habitat opportunities for both terrestrial and aquatic species. All regulatory requirements, BMPs and guidelines are addressed in stand prescriptions where opportunities for their application exist.

The Manomet group has provided a list of habitat elements to maintain across the landscape (a copy of which is attached hereto in Appendix B). As foresters field review future operating sites, habitat elements, if present, are considered for retention. Stand prescriptions and inspection reports indicate where elements have been addressed.

The "Biodiversity in the Forests of Maine, Guidelines for Land Management" publication is also available to area foresters.

Fire has not been a significant long-term factor in shaping forests in the state of Maine. There are several tree species on the land base that are regenerated through disturbance regimes including but not exclusively through fire. Two species, jack pine and red pine are very clearly associated with fire but through a previous planting program, both species are now better represented on the landscape than at any previous recorded time. Consequently, species dependent on fire and disturbance related habitats should be well provided for.

#### Element F – Significant Natural Communities and Rare/Threatened Species

Plum Creek's forest management practices are designed on a landscape scale to be consistent with the maintenance of a healthy and biologically diverse forest as contemplated by the SFIS.

Locations of critically imperiled and imperiled species (G1 and G2) are identified through Maine's Natural Heritage Program and made known to field personnel. Guidelines developed by the DIF&W are distributed to affected field personnel for their consideration when significant operations are being planned.

Plum Creek lands have been surveyed for significant natural community types by the State's Natural Area's Program. Where active management of these types is planned,

the Heritage Staff is consulted. The Natural Heritage Program is periodically contacted to update Plum Creek files and maps.

As imperiled species and significant natural communities are located they are placed on Plum Creek maps and are available to area foresters.

Late successional forests have been identified and methodologies to retain specific structural elements on the landscape are being developed through the Manomet group. Future inventories will gather information that will enable the use of Manomet's Late Successional Index to quantify the extent of this resource.

#### Element G – Manomet's Habitat Elements

The Manomet Center for Conservation Sciences has provided Plum Creek with five guidelines for retaining important habitat features on the landscape, a copy of which is in Appendix B hereto.

#### Element H – Water Quality

Plum Creek's forest management activities are designed on a landscape scale to address the preservation of wetlands, water quality, and riparian areas, by avoidance of erosion, siltation or other degradation of waters as contemplated by the SFIS.

Plum Creek will maintain its compliance with the voluntary BMP's. (Current State of Maine Forest Service Publication regarding Best Management Practices as amended.)

Non-forested wetlands, including bogs, fens, vernal pools and marshes of significant size, perennial streams, rivers, lakes and ponds are mapped by state agencies including LURC, DEP and local towns. This information is recorded on Plum Creek's mapping system and available for field use. Each unit office will have all applicable BMPs and regulations (including agency maps) available to its area foresters and contractors. Town and county ordinances and state rules and regulations will be followed without exception. Operational activities will be preplanned using a combination of resources including soil maps, aerial photos, ground reconnaissance and regulatory information. Critical resources including regulated water bodies and non-forested wetlands within areas proposed for forestry activities will be reviewed and plans developed to insure legal and BMP compliance.

During the planning stages, proposed operating areas are reviewed for required compliance with water quality regulations and for BMP implementation. Pre-harvest consultation with contractors, flagging of riparian zones, harvest prescriptions and inspection reports will also be used as planning tools.

Operational activities and outcomes will be documented through harvesting prescriptions and inspection documents. Stand prescriptions will note compliance needs and inspection reports will reflect actual field compliance and needed corrections, if required. Stand prescriptions and road plans address how water bodies and their respective riparian zones will be managed as operations are carried out. Additional compliance checks are done periodically by staff.

All forest operational activities are required to follow BMP Guidelines consistent with EPA requirements and published by State Agencies in all material respects. Area foresters are expected to tailor their use of BMPs to the specific operational site. Area foresters are encouraged to use the best methodology to protect soil productivity and water quality

Area foresters are expected to protect site productivity and water quality by minimizing rutting, soil compaction, soil movement (especially in or adjacent to riparian zones), concentration of flow and bare soil.

Forestry activities will be concentrated during periods having generally the best operating conditions. Whenever weather events are such that operations would likely cause site degradation or impact water quality, foresters using their reasonable judgment will determine, on an operation by operation basis, if certain activities need to be curtailed.

BMP audits in Maine have shown that road construction and maintenance at water crossings sites are the most common sources of sedimentation. Yards and roads will be kept to the minimum sizes consistent with operational needs to reduce the risk of sedimentation. Adequate filter strips will be maintained in riparian areas and exposed soil stabilized.

Periodic training will be provided to area foresters and contractor personnel in BMP and regulatory compliance. Staff will work with resource agencies and the SIC to facilitate BMP training efforts and programs.

Contracts will state the need for contractors to comply with regulations and BMPs. Contract provisions do not allow payment for services that are not in compliance with BMPs and regulations.

In addition, the following requirements shall apply:

In order to sustain Forest Management Activities on the Protected Property, and to assure the preservation of the high quality scenic, natural, and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and federal laws and regulations, are imposed on the Protected Property:

A. Overboard discharge or direct discharge of treated or untreated black or gray water waste into surface waters on or about the Protected Property is strictly prohibited.

B. It is forbidden to dispose of or store rubbish, garbage, debris, abandoned vehicles or equipment, parts thereof, or other unsightly, offensive, hazardous, toxic, or other waste material on the Protected Property, except that organic compost, blowdowns, and by-products of on-site Forest Management Activities permitted by this Conservation Easement may be used or disposed of on the Protected Property in a manner consistent



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with standard Best Management Practices for forestry operations, and other waste generated by allowed uses on the Protected Property may be stored temporarily in appropriate containers for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

C. The use of herbicides, insecticides, fungicides, fertilizers, or other potentially harmful substances must be controlled and limited to use only in connection with Forest Management Activities, including removal of invasive species, or for public safety purposes and must be used in accordance with all applicable laws and regulations. All other use of these substances is prohibited on the Protected Property.

### III OTHER RESOURCES

In accordance with the Forest Legacy Program, the following describes Plum Creek's objectives and actions for various resources.

#### A Soil

Plum Creek will maintain soil and site productivity by minimizing soil disturbance.

#### B Aesthetic Quality

Plum Creek recognizes aesthetic values along major travel corridors and manages these areas by using appropriate design standards and harvest methods.

#### C Recreation

Plum Creek will continue to allow for the responsible use of the Protected Property for both commercial and non-commercial recreation such as fishing, hunting, and camping as set forth in the Easement.

#### D Minerals

Minerals will be extracted as permitted in the Conservation Easement.

#### E. Historic and Archaeological Resources

Plum Creek's management practices on a landscape scale will address the conservation of significant historic and archaeological resources as contemplated by the SFIS.

### IV PLAN GUIDELINES and METRICS

Plum Creek agrees to the following guidelines and metrics to measure its activities. These guidelines and metrics are not intended to restrict fiber production but to

~~(42)~~

provide measures to ensure the Plan objectives are met. If the forest practices are found to vary from these guidelines, the Liaison Committee will develop a plan to bring the practices into compliance.

1. Prepare an annual report on the regeneration of class II clearcuts consistent with regulatory requirements.
2. Provide notice of pending pesticide applications.
3. Maintain a current list of exemplary community types identified on the Protected Property by the Natural Areas Program.
4. Annually provide the average size of clearcuts
5. Annually provide an accounting of in kind services and funds used to promote forestry/wildlife related research.
6. Annually report any regulatory fines and required mitigation efforts
7. Annually report on staff and contractor training that pertains to forestry related activities.

Catastrophic events such as fire, disease, and insect infestation may require modifications of the above guidelines and such situations need to be addressed by the Liaison Committee.

## V EASEMENT AND MONITORING

The Easement is intended to maintain the “status quo” by providing for perpetual and responsible forest management across the Protected Property. The Easement acquired by [holder] will restrict the development rights on the Protected Property, which will preclude residential and commercial development that is not associated with resource management.

Holder will monitor the terms of the Easement and this Plan on at least an annual basis. A Liaison team representing [holder] and Plum Creek will be established to deal with management issues (e.g. issues related to forestry, public access including motorized access to the Protected Property, etc.) that may arise over time. The Liaison Team shall meet annually or at such other frequency as the parties shall mutually agree. It is expected that this Plan will be amended over time to better represent current knowledge and conditions on the ground.

Any amendment to this Plan must have the consent of both parties and must be in writing and signed and acknowledged by the parties. If there is any inconsistency between the terms of this Plan and the Easement, the terms of the Easement control. TNC will keep a current Plan in its files and will make the then current Plan available to successors in interest to the Protective Property.

LANDOWNER: PLUM CREEK MAINE TIMBERLANDS, L.L.C.

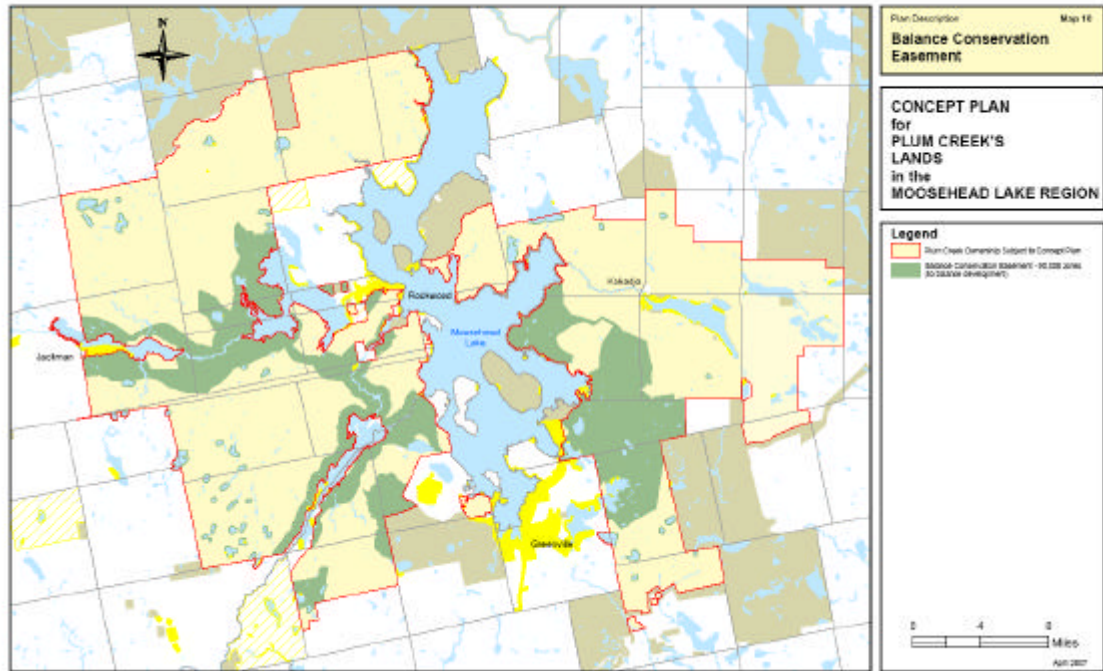
(43)

By: \_\_\_\_\_

HOLDER: \_\_\_\_\_ [holder]

By: \_\_\_\_\_

Appendix A– Map of Protected Property



Appendix B– Manomet’s Habitat Elements

Shifting Mosaic  
Interim Guidelines

The success of the guidelines below depend on the foresters’ awareness of their towns and their commitment to long-term planning.

Don’t eliminate any habitat from the landscape

Don’t take the last of any habitat type. This requires having a good sense of what timber types and riparian types exist in an area, as well as a sense of what forest stands may be “in the pipeline” to add to or replace the limited habitat.

Develop harvest “zoning” to minimize long-term habitat fragmentation

Large units are OK. Planning ahead for the harvest that will be adjacent to the current block will allow good cohesion in a landscape plan. Think about the how the sequence of age classes and timber types will develop over time.

Apply special attention to existing older forest types

Harvesting of older stands should be planned in relationship to adjacent timber types. Ask yourself whether logging that particular stand today will “eliminate that habitat type from the landscape.” If the logging will not eliminate the habitat, it may be appropriate to harvest.

Explore feasibility of retaining ecologically important features

Surrounding important features with retention patches is one way of preserving significant features such as denning sites, vernal pools, patches of unique vegetation, etc. Unique features can become the center of clearcut buffer strips, or serve as an “island” within a more intensively managed parcel. The forester must decide whether to leave a partial cut buffer or a “no entry” buffer. A partial cut buffer is generally acceptable if the logging does not compromise the integrity of the feature.

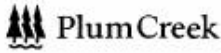
Retain large trees, snags, downed woody debris

Where they don’t pose a hazard to the harvesting operation, leave snags or future snags (oversize and culls). Haul back slash where it will benefit the site.

*Shifting Mosaic Guidelines 10/3/00*

~~(46)~~

Appendix – Prescription Sheet



46 Capital Road  
WEST FORKS, ME 04885  
PHONE: (207) 663-4406

FOREST PRESCRIPTION SYSTEM

GENERAL IDENTIFICATION SECTION

#1

CONTRACTOR:  DOING BUSSINESS AS:

SALE:  DRAFT TOWNSHIP:

FORESTER:  BRAND #:

ROAD #:  STATE NOTIFICATION #:  #N/A

HARVEST DATE:  Jan-00 ORIGINAL STATE / LURC NOTIFICATION DATE:  1/1/2006

HARVEST BLOCK #:  EFFECTIVE AMMENDED DATE:

PRE-HARVEST SECTION

LURC/DEP ZONES:

SEASON OF OPERABILITY:

CROWN CLOSURE:  BASAL AREA:

STAND DESCRIPTION:

WINDTHROW POTENTIAL:

EROSION CONTROL PLAN:

HARVEST SECTION

HARVEST SYTEMS:

HARVEST TYPE:

HARVEST SIZE:  ACRES SEP. ZONE SIZE:  ACRES

HARVEST GOALS & INSTRUCTIONS:

RESIDUAL CROWN CLOSURE:  RESIDUAL BASAL AREA:

FUTURE TREATMENT/REGENERATION SECTION

Regeneration Type:

IN CHARGE FORESTER:  0 LICENSED FORESTER / RESOURCE MANAGER:  Mark Doty

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
LICENSE #: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

Appendix – Inspection Reports





PlumCreek

FIELD INSPECTION REPORT

PO Box 646  
Bingham, Maine 04920  
Tel. (207) 672-5512 Fax (207) 672-4048

SALE NAME: _____		BRAND NUMBER: _____	
INSPECTION DATE: _____		TOWN: _____	
FORESTER: <u>B.Savoy</u>		ROAD # _____	
CO OP / CONT. _____		EQUIPMENT MIX: ( ) R.O.W. ( ) Hand Crews ( ) Mechanical ( ) Processor / Forwarder ( ) Line Machine	
VOLUMES ON YARD: ( ) Below Normal (X) Normal ( ) Excessive			
<input type="checkbox"/> Initial Inspection		<input type="checkbox"/> Interim Inspection	
<input type="checkbox"/> Final Inspection			
Has Harvest Plan been reviewed with Contractor / Supervisor / Forman: _____			
S = Satisfactory		U = Unsatisfactory ( requires corrective action as noted below in comments)	
N = Needs Improvements		N/A = Not Applicable	
<b>HARVESTING</b>		<b>HARVESTING</b>	
<b>Comments</b>		<b>Comments</b>	
Ditch clean/Culverts open/not crushed		Is prescription being followed	
Grass seeded where needed		Landing location/sized appropriately	
Are skidders using road surface		Are residuals being protected	
Water - Bars installed in trails	USED SLASH	Tops distributed into site	SPREAD IN TRAILS
Skid trail & landing drainage provided		Spacing between skid trails	
Excessive rutting		Skidding minimized soil impact	
Retention meets State Laws		Proper tree selection	
Landings clear of debris		Proper skid trail locations	
<b>RIPARIAN ZONES</b>		<b>GENERAL</b>	
<b>Comments</b>		<b>Comments</b>	
Stream clear of logging debris		Yard Sign with Brand # on site	
Soil disturbance minimized		Are all logs being marked	
Proper location for stream crossing		Log Spec book on site	
Adequate leave strip width		Weekly delivery sheet on site	
Vegetation maintained for stability & shade		Budgeted Vol. being delivered	
<b>UTILIZATION</b>		<b>Comments</b>	
Maximum High-Grade recovery			
Are logs being trucked within a timely fashion			
Are logs being sorted by species / grade			
Is wood being processed to maximize value			
Proper felling of trees to minimize butt damage			
<b>SAFETY</b>		<b>Comments</b>	
<i>PERSONAL</i> - Hard Hats, Chaps, First Aid Kits, Hung Trees, etc.			
EQUIPMENT - Oil Spill Kit, Skidder Blade down when stopped, etc.			
PUBLIC SAFETY - proper signs, speed, etc.			
<b>LURC-DEP-FPA STANDARDS</b>		<b>Comments</b>	
Adequate volume being maintained in separation & leave areas			
Were all Unsatisfactory conditions corrected? _____			

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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### Road Inspection Report

New Construction <input type="checkbox"/>	BMP Work <input type="checkbox"/>	Maintenance <input type="checkbox"/>
Re-Build <input type="checkbox"/>	Winter Road <input type="checkbox"/>	
Date: <u>10/5/2005</u> Contract # _____      Inspected by: <u>B. Savoy</u>		
Contractor: _____		Road Number: _____
Town: _____		L.U.R.C. or D.E.P. Notification Date: _____
Forester: <u>B. Savoy</u>		L.U.R.C. or D.E.P. Notification Number: _____
<i>Reviewed Project with Contractor / Supervisor / Foreman:</i> _____		
Initial Inspection: <input type="checkbox"/>	Interim Inspection: <input type="checkbox"/>	Final Inspection: <input type="checkbox"/>
<b>Excavation</b>		
Summer: <input type="checkbox"/>	Winter (grubbing only): <input type="checkbox"/>	Winter (excavation): <input type="checkbox"/>
Ditch Work: <input type="checkbox"/>	BMP Work: <input type="checkbox"/>	
Average Width: _____	Average Depth: _____	Meets Contract Spec.: _____
Ditches Adequate: _____		Surface Compacted: _____
<b>Tractor Trailer Turn A Round:</b> _____	Width in Feet: _____	Depth in Feet: _____ # Per Mile _____
Surface Material Satisfactory: _____		Broad Base Dips Installed: _____
Meets All L.U.R.C., D.E.P. & B.M.P. Standards: _____ <i>If NO Comment Below.</i>		
<b>Bridges &amp; Culverts :</b>		
<b>Bridges &amp; Box Culverts :</b>		
Built To Contract Specs: _____		Wings Properly Installed & Stabilized: _____
Rip - Rap Satisfactory: _____		Broad Base Dips Installed: _____
Hayed & Seeded: _____		Left-over Material Returned: _____
<b>P-SL2 &amp; Ditch Relief Culverts :</b>		
Proper Location: _____	Proper Depth: _____	Proper Length: _____
Seeded & Hayed: _____	Burms where needed: _____	Ends of culvert properly armored: _____
30 Degree Angle Where Needed: _____	Properly Stabilized: _____	Properly covered: _____
Compacted When Installed: _____		Energy Dissipaters installed when needed: _____
Meets All L.U.R.C., D.E.P. & B.M.P. Standards: _____ <i>If NO Comment Below.</i>		
<b>Gravel</b>		
Average Width: _____	Average Depth: _____	Broad Base Dips Maintained: _____
Gravel Installation Meets Contract Specs: _____		Access Road Left in Acceptable Condition: _____
Safety / Environmental Comments: _____		
General Comments : _____		

Appendix – Herbicide & Regeneration

PlumCreek PRE-HERBICIDE SITE INSPECTION	PlumCreek POST HERBICIDE SITE INSPECTION	PlumCreek REGENERATION SURVEY
Date: _____ Township: _____ CUT#: _____	Date: _____ Township: _____ Block#: _____	Date: _____ Township: _____ CUT#: _____
Forester: _____ Road #: _____ Estimated Acres: _____	Forester: _____ Road #: _____ Actual Acres: _____	Forester: _____ Road #: _____ Category: _____
Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> Soil Class: _____ % class I _____ % class II _____ % class III First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/>	Natural: <input type="checkbox"/> Fill Plant: <input type="checkbox"/> Plantation: <input type="checkbox"/> First Application: <input type="checkbox"/> Sec. Application: <input type="checkbox"/> Re-Spray: <input type="checkbox"/>	Harvest Type Clear Cut <input type="checkbox"/> Leave Tree <input type="checkbox"/> Overstory Removal <input type="checkbox"/> Salvage <input type="checkbox"/> Seed Tree <input type="checkbox"/> Selective Tree <input type="checkbox"/> Shelterwood <input type="checkbox"/> 1st Comm. Thinning <input type="checkbox"/> 2nd Comm. Thinning <input type="checkbox"/>
Comments: _____	Comments: _____	Acres
Desired Species Present: Spruce <input type="checkbox"/> Fir <input type="checkbox"/> Red Pine <input type="checkbox"/> White Pine <input type="checkbox"/> Jack Pine <input type="checkbox"/> Larch <input type="checkbox"/>	RATE THE OVERALL PERFORMANCE OF THE TREATMENT 1 - Being non-effective 10 - Complete Control	
Estimated Height & Density: _____	Control of undesired species: Pin Cherry <input type="checkbox"/> Poplar <input type="checkbox"/> Soft Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Raspberry <input type="checkbox"/> Beech <input type="checkbox"/> Birch <input type="checkbox"/> Grass <input type="checkbox"/>	
Undesired Species Present: _____ % Pin Cherry <input type="checkbox"/> Poplar <input type="checkbox"/> Soft Maple <input type="checkbox"/> Hard Maple <input type="checkbox"/> Raspberry <input type="checkbox"/> Beech <input type="checkbox"/> Birch <input type="checkbox"/> Grass <input type="checkbox"/> Other <input type="checkbox"/>	Crop tree damage? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Estimated Height & Density: _____	Comments: _____	
Site Description: _____	Recommendation: _____	
Sensitive Areas: _____	Recommendation: _____	
Estimated year to spray: _____	Attach Map of Area	Attach Map of Area
	Signature _____	Signature _____
	License #(category 2 only) _____	License #(category 2 only) _____
	Attach Map of Area	Attach Map of Area



## Introduction

The following procedures are proposed for performing a forest inventory of lands on S. D. Warren Company Lands in Maine. The purpose of the cruise is to provide species specific tonnages by broad forest strata for sawlogs, boltwood, pulpwood, and, fuelchips by 1" diameter classes.

## Sample Location

- The cruise consists of approximately 4,000 temporary sample points. Cruise lines were randomly located. Non-forest areas were excluded from the cruise, and no plots were to be taken in these areas. Any plots that fell into a mapped, nonforest area are excluded from the cruise results.
- Each cruise line consists of up to ten 15 BAF sample points for sampling trees over 3.6" DBH, and a 1/900th acre Rectangular plot for sampling trees from 2 ft in height to 3.5" DBH and coarse woody debris.
- In the event that a point fell into either a mapped, non-forest type or fell off the property, the cruiser attempted to relocate the point by moving in full chain increments first east then west of the marked point location. In the event that these guidelines proved inadequate for point relocation, the cruiser was to use his or her best judgment to locate the plot in an unbiased manner. It was clearly noted on the tally sheet whenever a point was relocated.
- Each sample point was marked on forest cover type maps provided to the cruiser. The cruiser was responsible for locating points as close as practical to the mapped point. Direction and distance from a readily definable access point to the initial point was recorded on the front of the tally sheet. Plastic flagging was hung at the access point with the point number and magnetic direction and distance to the point written on the flagging in permanent marker. The actual location of the sample point was plotted on a copy of the forest cover type map by the cruiser and returned to Sewall company.
- Each point center was marked by hanging at least 12 inches of plastic flagging at eye level. This flagging had the point number marked on it in permanent marker. The center of each point was marked with a branch inserted into the ground with plastic flagging attached to it. Additionally, flagging was hung at the 5 chain intervals on the path to the point.
- Any point falling within 1 chain of a road or other non-forest type was moved in a cardinal direction in full chain increments until it could be located at least one chain from the non-forest type. In the event that these guidelines proved inadequate for point relocation, the cruiser used his or her best judgment to locate the plot in an

unbiased manner. It was clearly noted on the tally sheet where the point was moved to.

### Point Tally

- The following information was recorded at each point:
  1. Plot number as show on the forest cover type map provided.
  2. Date & Cruiser initials
  3. Forest cover type as follows:
 

Composition Class:	<b>H</b>	(>75% hardwood)
(Based on % of volume)	<b>SH</b>	(50-74% softwood)
	<b>HS</b>	(50-74% hardwood)
	<b>S</b>	(>75% softwood)
	<b>PB</b>	(>75% Paper birch)
	<b>PL</b>	Plantation
Size Class:	<b>1</b>	(regeneration to 15')
	<b>2</b>	(15' to 30')
	<b>3</b>	(> 30' with dbh >4.5" and < 9.5")
	<b>4</b>	(dbh > 9.5")
Density:	<b>A</b>	(70-100% crown closure)
	<b>B</b>	(40-69%)
	<b>C</b>	(20-39%)
	<b>D</b>	(0-19%)
  4. Suffix:
 

<b>S</b>	Swampy
<b>CS</b>	Cedar Swamp
<b>T</b>	Thinned

### Sapling Tally

- All trees on the 1/900 acre rectangular plot (6.0' by 8.07') over 2 feet tall and under 3.59" DBH were tallied. The plot was laid out using a 8.07' line attached to a pin at each end. One end of the line was anchored at point center and the opposite end was anchored magnetic north of the point center. A 6 foot rod, marked in the center was used to determine which trees were in the plot. In order to facilitate check cruising, the cruiser marked the north end of the rectangular plot with flagging attached to a stick and placed in the ground at the point of the second pin.

Code	Species	Code	Species	Code	Species
WP	White pine	RM	Red maple	BW	Basswood
HE	Hemlock	WB	White birch	EH	Eastern Hophornbeam
RS	Red spruce	YB	Yellow birch	SM	Striped maple
WS	White spruce	BE	Beech	WJ	Willow species
BS	Black spruce	RO	Red oak	FC	Fire or Pin cherry
BF	Balsam fir	QA	Quaking aspen	MM	Mountain maple
RP	Red pine	BT	Bigtooth aspen	MA	Mountain ash
JP	Jack pine	BP	Balsam poplar	DE	Dead tree
CE	Cedar	WA	White ash	OH	Other Hardwood
LA	Larch	BA	Brown ash	US	Unknown softwood
OS	Other softwood	GA	Green ash	UH	Unknown hardwood
		BL	Black ash	SA	Speckled alder
HM	Sugar maple	BC	Black cherry		

Table 1. Tree Species Codes and Species

Code	Species	Code	Species
RU	Rubus species	NR	N. wild raisin
CU	Currant species	SP	Spirea species
RE	Red elderberry	LA	Laurel species
CH	Choke cherry	CR	Cranberry
MB	Mooseberry	HO	Honeysuckle
SB	Sweet bay	VI	Viburnum species
UN	Unknown	CB	Chokeberry
WH	Witchhazel	YE	Yew
DO	Dogwood Species	LT	Labrador tea
HB	Hobblebush	SH	Shadbush
BH	Beaked hazelnut	BL	Blueberry

Table 2. Shrub Species Codes and Species

- For each tree tallied, the following information was recorded:

1. Tree species code (see tables 1 and 2)
2. DBH in 1 inch classes as follows:

Under 0.6	0 inch class
0.6 - 1.59	1 inch class
1.6 - 2.59	2 inch class
2.6 - 3.59	3 inch class

3. Tree height class as follows:

1	2 - 3	Ft
2	3 - 6	Ft
3	6 - 12	Ft
4	12 - 18	Ft
5	> 18	Ft

### Other Woody Species Tally

- The presence of other woody species in the 1/900 acre rectangular plot was noted by recording the species code(s) of any other tree/shrub species that is less than 2 feet tall that occurred in the plot. The species code appears only once regardless of the number of stems of that species on the plot.
1. Tree species code (see tables 1 and 2)

### Down Coarse Woody Debris Tally

- Any down (leaning greater than 45 degrees from vertical) coarse woody debris over 1 inch in diameter in the 1/900 acre rectangular plot was measured. The following information was recorded:
1. Type of debris as follows:
    - L** BoLe
    - T** Top
    - B** Branch
    - E** Entire tree
  2. The "in" plot length of the debris. The length of the portion of the debris that falls inside the boundaries the 1/900 acre plot to the nearest foot.

3. The diameter of the piece at the midpoint of the length that falls inside the plot.
4. The Maser class for the piece (See table 3)
5. The cause of the debris as follows:
  - S Sawn
  - N Natural break
  - U Unknown

### Merchantable Tree Tally

- All live trees [leaning trees without root crown lifted, regardless of lean] and all dead trees that lean less than 45 degrees from vertical on the plot over 3.6 inches DBH were tallied. For each tree tallied, the following information was recorded:
  1. Tree species code (see table 1).
  2. DBH in 1 inch classes. Classes will be as follows:
 

3.6 - 4.59	4 inch class
4.6 - 5.59	5 inch class
38.6 - 39.59	39 inch class
39.6 and over	40 inch class
  3. The Maser code for the tree (See table 3).
  4. The presence or absence of cavities in the tree as:
    - Y Cavities present
    - N No Cavities present
  5. Product for each 8 foot section to the top of the tree as given in table 4. Guidelines for assigning products by section are given in Appendix A.

Figure 1 shows a sample completed tally sheet for one plot.



Stage	Tree Description	Log decomposition Class 1	Log decomposition Class 2	Log decomposition Class 3	Log decomposition Class 4	Log decomposition Class 5	Log decomposition Class 6
Stage 1	live	intact	intact	intact	intact	intact	intact
Stage 2	Declining	present	absent	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 3	Dead	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 4	Loose Bark	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 5	Clean	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 6	Broken	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 7	Decomposed	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 8	Down Material	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft
Stage 9	Stump	intact	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft	intact to partly soft

Log Characteristics	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Bark	intact	intact	trace	absent	absent	absent
Twigs < 3cm	present	absent	absent	absent	absent	absent
Texture	intact	intact to partly soft	hard, large pieces	small, soft, blocky pieces	soft and powdery	soft like
Shape	round	round	round	round to oval	oval	ridge on forest floor
Color of wood	original color	original color	original color to faded	light to faded brown or yellow	fades to light yellow or gray	barely any wood visible
Position of log on ground	log elevated on support points	log elevated but sagging slightly	log is sagging near ground	all of log on ground	all of log on ground	all of log on ground

Table 3. Maser Classes for Trees and Coarse Woody Debris

Code	Product	Species	Min. DBH Class	Min. Top	Min. Length	Description
V	Veneer	Hardwoods	11"	10.0"	8 feet	1 knot per 4' max. No seams allowed. Max. sweep 4"
L	Sawlogs	Hardwoods	11"	10.0"	8 feet	Minimum 2 sides clear
		Spruce & Fir	5"	4.0"	16 feet	Straight and Sound Free of excessive knots
		White Pine	9"	8.0" 10.0" for 12' or shorter logs	10 feet	Straight & sound No knots over 4". Knots must be over 18" apart
		Hemlock & other softwoods	9"	8.0"	16 feet	Straight & sound Free of excessive knots
T	Pallet/Tie Logs	All Hardwoods	8"	7.0" Max 16.0"	8 feet	0 and 1 side clear, must be straight & sound.
B	Boltwood	All Hardwoods	8"	7.0"	8 feet	Minimum 2 sides clear. straight & sound. Future veneer & sawlogs.
G	Growing Stock	All species	4"	3.0"	8 feet	Potential to produce a sawlog or better product in the future.
P	Pulpwood	All species	4"	3.0" Min. Max. 24" Hwd Max. 27" Sftwd	12 feet min.	Sections not meeting growing stock or better specs.
C	Cull	All species	4"	N/A	N/A	Over 50% rot or void in bole or any pulpwood quality piece over 24" diameter for hardwood or over 27" diameter for softwood.
X	Submerchantable	All species	4"	N/A	N/A	All sections above the limit of merchantability to the top of the tree.

Table 4. Products, Product Codes and Specifications

EXHIBIT B—A Plot Plan depicting the property and showing approximate locations of features identified in the text of the Easement.

~~EXHIBIT  
C~~

~~EXHIBIT D—Not Attached: Baseline Data or Documentation Certification (Compilation of maps and inventories to describe existing conditions of property, to the extent known, must be certified as accurate by both Holder, Grantor and Third Party and must be permanently maintained by Holder.)~~

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~~NOTE: IF THERE ARE ANY DEEDED RIGHTS OF WAY, MORTGAGES OR OTHER OUTSTANDING ENCUMBRANCES IN THE PROTECTED PROPERTY, STATE LA W REQUIRES THE OWNERS OF THESE INTERESTS TO SUBORDINATE THEIR INTERESTS TO THIS CONSERVATION EASEMENT.~~